

Interim Report 12/2014 of 8 October 2014

Legal basis: Article 56.1.1 of the Public Offering Act – confidential information

Re: Amicable settlement with Enea S.A.

With reference to Interim Report 37/2013 of 23 September 2013, the Management Board of Infovide-Matrix S.A. (hereinafter: “*Issuer*”, “*Company*”, “*IVMX*”) hereby announces that, on 8 October 2014, an out-of-court settlement was signed with Enea S.A. (hereinafter: “*ENEA*”) (hereinafter: “*Settlement Agreement*”) with a view to eliminating uncertainty as to the existence and content of claims relating to or arising out of the execution, performance or expiry of the Contract on the construction, implementation and maintenance of a Customer Service Computer System, comprising a billing system and a CRM system, made by and between the Issuer and Enea S.A. on 18 September 2012 (which the Company announced in its Interim Report 24/2012 of 19 September 2012).

According to the provisions of the Settlement Agreement, the Issuer shall pay ENEA a total amount of PLN 2,700,000 (two million seven hundred thousand zlotys). ENEA shall apply against this balance the amount of PLN 1,500,000 (one million five hundred thousand zlotys), which is a portion of the amount received from the guarantor as payment under a guarantee, and the outstanding balance of PLN 1,200,000 (one million two hundred thousand zlotys) shall be payable by 30 September 2016.

To secure the Issuer’s liability to pay ENEA the balance of PLN 1,200,000 (one million two hundred thousand zlotys) (hereinafter: “*Secured Debt*”), the following forms of security shall be put in place by IVMX:

- a) registered pledge to the benefit of ENEA on 100% of shares in DahliaMatic sp. z o.o.;
- b) ordinary pledge to the benefit of ENEA on 100% of shares in DahliaMatic sp. z o.o.,
- c) registered pledge to the benefit of ENEA on 100% of shares in CTPartners S.A.;
- d) ordinary pledge to the benefit of ENEA on 100% of shares in CTPartners S.A., under respective agreements on registered pledge and ordinary pledge to be made by and between IVMX and ENEA, to be signed in writing with notarized signatures as of the date of the Settlement Agreement.
- e) IVMX’s declaration of voluntary submission to enforcement proceedings under Article 777 §1.4 of the Code of Civil Procedure with respect to the liability to pay the Secured Debt to ENEA, to be made as of the date of the Settlement Agreement;
- f) a promissory note without a stated amount, to be issued by IVMX to ENEA as of the date of the Settlement Agreement and accompanied by a note declaration (document specifying the prerequisite circumstances for filling in the amount in the note);

- g) declaration of contingent remittance (within the meaning of Article 921¹ of the Civil Code) with respect to dividend amounts distributable to IVMX on shares in DahliaMatic sp. z o.o., to be made in writing as of the date of the Settlement Agreement;
- h) declaration of contingent remittance (within the meaning of Article 921¹ of the Civil Code) with respect to dividend amounts distributable to IVMX on shares in CTPartners S.A., to be made in writing as of the date of the Settlement Agreement.

Furthermore in connection with the provisions of the Settlement Agreement, IVMX agreed to submit, within three (3) business days of receiving the balance indicated above from ENEA, a declaration of withdrawal of the action against ENEA together with a declaration foregoing the claims pursued against ENEA in such litigation proceedings. Additionally in connection with the Settlement Agreement, within three (3) business days of the effective creation of the last form of security to the benefit of ENEA, ENEA shall submit a declaration of withdrawal of the action together with a declaration foregoing the claims pursued against IVMX in such litigation proceedings.

The Issuer has informed the public of the litigations referred to herein above in its periodic reports, starting with the abridged consolidated financial statements for the 3rd quarter of 2013.

The Settlement Agreement exhausts all of the Parties' claims with respect to the execution, performance or expiry of the Contract.