

Interim Report 19/2013 of 11 June 2013

## **Orders and contracts with T-Mobile Polska Spółka Akcyjna whose aggregate value qualifies them as a significant contract**

The Management Board of Infovide-Matrix S.A. hereby announces that the total amount of transactions between Infovide-Matrix S.A and its subsidiaries of the one part and T-Mobile Polska Spółka Akcyjna – formerly Polska Telefonía Cyfrowa S.A. (hereinafter: T-Mobile) – of the other part, during the last 12 months, has come to PLN 20,084,350.01 net of tax.

During the period indicted above, the order of the highest value (out of the orders and contracts entered into with z T-Mobile Polska Spółka Akcyjna) is the Order dated 10 April 2013, for the development of a CPL system. The total amount of the order is PLN 859,746.50 net of tax. The Order is regulated by the terms of Framework Agreement No. 200101010 of 1 October 2001 (hereinafter: the Agreement).

The Agreement of 1 October 2001 (as amended by addendums dated: 01 March 2002, 01 July 2003, 15 March 2004, 28 October 2004, 01 December 2011, and 21 December 2012) was made with a view to specifying the terms of cooperation with regard to: provision of Services, supply of Products, performance of support and maintenance, conduct of training sessions, and provision of special integration services with regard to performance of application integration tasks, by Infovide-Matrix S.A. to and for T-Mobile Polska Spółka Akcyjna.

The Agreement is made for an indefinite term, and may be terminated at 90 (ninety) days' notice.

In the event of delay in payment by T-Mobile, Infovide-Matrix shall have the right to charge T-Mobile interest at the statutory rate.

In the event of material default on this Agreement/Order, either Party should notify the other of this fact in writing, granting it a 15-day time limit to cure the default. Upon the lapse of this time limit without the desired effect, the Party may terminate the Agreement/Order by 2 (two) weeks' notice

The Parties have mutually excluded liability for indirect damages, i.e. claims for lost profits. Damages for lost profits are not excluded, however, with respect to violations of the confidentiality provisions.

In the event of delay in performance of the obligations of Infovide-Matrix S.A. under the Agreement in excess of 3 (three) days for reasons blameable on Infovide-Matrix S.A, T-Mobile shall have the right to charge stipulated penalties (liquidated damages) in the amount stated in each respective order, however not less than:

- a) 0.15% of the order for each started day of delay, for orders worth PLN 250,000 or less;

- b) 0.12 % of the order for each started day of delay, for orders worth more than PLN 250,000; and
- c) 0.10% of the order for each started day of delay, for orders worth more than PLN 1,000,000;

in no event, however, more than 25% of the price of the Order delayed in delivery.

Either Party's aggregate liability for damages in connection with delivery of a specific order is limited to the higher of 100% or 100.000 (one hundred thousand) zlotys. If damage is caused by gross negligence, the liability for damages is limited to the higher of 100% or 200.000 (two hundred thousand) zlotys.

The limitation of liability does not cover damage suffered by a Party as a result of wilful misconduct, legal defects of products, or violations of the confidentiality provisions or the provisions regulating the protection of personal data.

The claims described above do not preclude pursuance of supplementary damages under the generally prevailing rules of civil law.

All the other terms of the Agreement are not materially different from those commonly used in this type of contracts. The Agreement was not made contingent upon any condition precedent or time limit.

The criterion selected for joint recognition of orders and contracts with T-Mobile as significant is the fact that their total value exceeds 10% of Infovide-Matrix S.A.'s equity.

Specific legal basis:  
RMF GPW §5.1.3