

Orders and contracts with Polska Telefonia Cyfrowa Sp. z o.o. whose aggregate value qualifies them as a significant contract

Interim Report 22/2012 dated 06 July 2012

The Management Board of Infovide-Matrix S.A. hereby announces that, on 06 July 2012, it received the order dated 26 June 2012 from Polska Telefonia Cyfrowa Sp. z o.o., for software maintenance during the period from 01 June 2012 to 31 July 2013 (hereinafter: the Order). The total value of the Order is PLN 8,674,520.93.

The Management Board of Infovide-Matrix S.A. further announces that the total value of transactions between Infovide-Matrix S.A and Polska Telefonia Cyfrowa Sp. z o.o. (hereinafter: PTC) during the last 12 months, including this Order, has come to PLN 36,869,732.86.

During the period indicted above, the order of the highest value (out of the orders and contracts entered into with Polska Telefonia Cyfrowa Sp. z o.o.) is the Order specified above. 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 and 01 December 2011) 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, and conduct of training sessions by Infovide-Matrix S.A. to and for Polska Telefonia Cyfrowa Sp. z o.o.

The Agreement was made for a term of one year effective on the day when it was signed and it is automatically renewed for successive terms of one year unless terminated earlier by either Party by giving 30 (thirty) days' notice in writing.

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-(fifteen)-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.

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., PTC shall have the right to charge liquidated damages of 0.12% of undelivered Products or Services per day of delay, however not more than 25% of the price of that part of the Order delayed in delivery.

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

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 PTC 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