

Date of issue: 29 December 2017

Current report no 25/2017

**Conclusion of a significant agreement for the supply of printers and printing devices**

Legal basis: Art. 17.1 of the Market Abuse Regulation

**Content of the report:**

The Management Board of **ARCUS S.A.** hereby discloses the information that on 29 December 2017 an agreement was signed (hereinafter referred to as “the Agreement”) for the supply of printers and printing devices (“Equipment”) to EGIDA IT SOLUTIONS with its registered office in Warsaw (“Contracting Party”). Pursuant to the Agreement, the Company will provide the Equipment in accordance with the specification for a total gross price of PLN 14,825.313 (“the Price”). The Price will be paid in one sum, within 30 days from the date of submitting the invoice and the Equipment transfer protocol to the Contracting.

The risk of damage or loss of the Equipment during the transport and unloading rests with the Company. The Company provided guarantees for the delivered Equipment: (i) for a period of 36 months and (ii) for a period of 12 months for CD or DVD media on which the software will be provided, counting from the date of signing the Equipment transfer protocol. The contract provides for the following contractual penalties for the benefit of the Contracting Party: (i) in the event of withdrawing from the Agreement in whole or in part or terminating the Agreement in whole or in part for reasons caused by the Company (including due to defects in the supplied Equipment), in the amount of 10% of the Price, (ii) for the delays in performing the entire Equipment supply in the amount of 0.1% of the Price for each day of delay. The Company agreed to deduct contractual penalties against the Price. If the damage caused by failure to perform the obligations set forth in the Agreement exceeds the amount of contractual penalties, the Contracting Party may, irrespective of contractual penalties, claim damages under the general rules of the Civil Code.

If the offer of the Contracting Party is not selected in the tender procedure for the supply of IT equipment and software organized by RCZSiUT (The Regional Center for Management of Networks and ICT Services) - proceedings no. 17/4/42/17 (“Tender”), the Contracting Party will be able to withdraw from the Agreement. In addition, the Contracting Party may: (i) withdraw from the Agreement, among other if the Equipment has defects in an amount unacceptable by the Contracting Party, in particular if it appears that faulty Equipment was delivered in a quantity greater than 2%, (ii) withdraw from the Agreement if as a result of delays in performing the Agreement, the whole Equipment will not be delivered until 20 January 2017 for reasons attributable to the Company, (iii) terminate the Agreement with immediate effect, among others, if the Company has interrupted the implementation of the Agreement and does not cooperate after the two-time written calls.

Other conditions of the Agreement do not differ from those commonly used for this type of agreements.

The Company indicates that due to the delivery dates and prices of the Equipment declared by the Contracting Party in the offer submitted in the Tender, the order at the producer of the Equipment should be submitted by 29 December 2017. The Company will be guaranteed the possibility of returning the ordered Equipment to the producer when the Contracting Party uses the option of withdrawing from the Agreement if the Contracting Party's offer is not selected in the Tender.

**Legal basis:** Art. 17.1 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (*market abuse regulation*) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC.

**SIGNATURES OF PERSONS REPRESENTING THE COMPANY:**

**Michał Czeredys** – President of the Management Board

**Rafał Czeredys** – Member of the Management Board