

Date of report: 22 August 2019

Current report no 13/2019

Significant agreement

Legal basis: Art. 17.1 of the Market Abuse Regulation

Content of the report:

The Management Board of **ARCUS S.A.** with its registered office in Warsaw (hereinafter the “the Company”) hereby discloses the information that on 22 August 2019 an agreement (hereinafter “the Agreement”) for delivery of multifunctional (“MFDs”) to EGIDA IT SOLUTIONS (“the Ordering Party”) with its registered office in Warsaw was concluded. Under the Agreement, the Company will deliver MFDs for a total gross price of PLN 6,494,400.00 (“the Price”) as part of the base order. The Ordering Party also has the right to place an option order for a total gross price of up to PLN 6,494,400.00. This amount shall represent the maximum value of the Ordering Party's liability and shall be payable to the Company if the Ordering Party exercises its option right. The price shall be paid as a one-off payment within 30 days from the date of delivery of the invoice and the MFDs handover protocol to the Ordering Party. The Company granted a guarantee for the delivered Equipment: (i) for a period of 24 months and (ii) for a period of 12 months with respect to CDs or DVDs on which the software will be delivered, counting from the date of signing the MFDs handover protocol.

The Agreement stipulates, among others, the following contractual penalties for the benefit of the Ordering Party: (i) in the event of withdrawal from the Agreement in whole or in part or withdrawal from the Agreement in whole or in part for reasons attributable to the Company (including the defects in MFDs delivered), penalty in the amount of 20% of the Price, (ii) in the event of withdrawal from the Agreement in respect of an order covered by the option right in whole or in part not exercised for reasons attributable to the Company (including the defects in MFDs delivered), penalty in the amount of 20% of the Price, (iii) for delays in exercising the entire MFDs delivery - penalty in the amount of 0.1% of the Price for each day of delay. The Company agreed to offset contractual penalties with the Price, (iiii) for delay in the execution of orders under the option right in the amount of 0.05% for each day of delay.

If the damage caused by the non-performance of obligations exceeds the amount of contractual penalties, the Ordering Party may, regardless of contractual penalties, seek compensation under the general rules of the Civil Code. The Ordering Party may withdraw from the Agreement if the Company (i) delivered MFDs with defects in a number unacceptable to the Ordering Party, in particular if it turns out that the defective MFDs were delivered in a number higher than 2%, (ii) interrupted the performance of the Agreement and did not start cooperation after one written notice (iii) improperly performs the Agreement and did not improve the quality of performance of the Agreement after two written notices. Withdrawal may be effected within 30 days from the date of occurrence of the grounds for withdrawal. Other terms and conditions of the Agreement do not differ from standard terms and conditions for this type of agreements.

SIGNATURES OF PERSONS REPRESENTING THE COMPANY:

Rafał Czeredys – Member of the Management Board