Agreement with Poczta Polska S.A.

The Management Board of Sygnity Spółka Akcyjna with the registered office in Warsaw (hereinafter referred to as “Sygnity” or the “Contractor”) hereby informs you that on 26 May 2017 an agreement was made (hereinafter referred to as the “Agreement”) between Sygnity and Poczta Polska Spółka Akcyjna with the registered office in Warsaw (hereinafter referred to as the “Ordering Party”). The subject matter of the Agreement is the sale and delivery, by Sygnity to the Ordering Party, of standard software with licenses for an indefinite period as well as rights to updates of standard software, a subscription for a license for standard software, standard hosted services, and standard packages of technical services as a part of an agreement concerning the use of specified software and services, for 36 months following the Agreement date.

For performing the subject matter of the Agreement, Sygnity will receive gross remuneration of app. PLN 49.7 M. On account of proper performance of the Agreement, the Contractor provided a security of a proper performance of the Agreement in the form of an insurance guarantee of 5% of gross remuneration, i.e. app. PLN 2.5 M.

The parties provided for an obligation of payment, by the Contractor to the Ordering Party, of liquidated damages for the events specified by the parties which influence proper and timely performance of the Agreement, i.e. in particular for a delay in the performance of the Agreement for reasons attributable to the Contractor. Furthermore, the Ordering Party has the right to request liquidated damages of 10% of net remuneration due to the Contractor under the Agreement in case of withdrawing from or terminating the Agreement for reasons for which the Contractor may be held responsible. The total value of liquidated damages calculated by the Ordering Party may not exceed 100% of net remuneration. At the same time, the Ordering Party has reserved the right to claim compensation exceeding the value of the agreed liquidated damages according to general principles.

Other conditions of the Agreement, including those pertaining to the liability of Sygnity for performance thereof or the possibility of withdrawing from or terminating the Agreement do not differ from the provisions generally applied in agreements of that type.