

Agreement for the Provision of Services

This Framework Agreement for the Provision of Services (hereinafter referred to as the "**Agreement**") is entered into on April 12th 2019, by and between:

- (1) **Správa železniční dopravní cesty, státní organizace**, a state organization established under the laws of the Czech Republic, with registered office at Dlážděná 1003/7, 110 00 Prague 1, Czech Republic, identification number 709 94 234, represented by Mr. Jiří Svoboda, general director as its authorised legal representative (hereinafter referred to as the "**Client**" or "**SZDC**")

and

- (2) **SNCF International**, a limited liability company organised and existing under the laws of France, registration number 552 049 447, with an issued share capital of 3 075 410 EUR and having its registered office at 9 rue Jean Philippe Rameau, 93 200 Saint Denis, France, and being registered at the Trade and Companies Registry under number 415 238 179 RCS represented by Agnes Romatet-Espagne as its authorised legal representative (hereinafter referred to as the "**Provider**")

Both the Client and the Provider shall be hereinafter individually referred to as the "Party" and collectively as the "Parties"

RECITALS

- (i) The main task of SZDC is to fulfil the function of the owner and operator of the nationwide and regional railway infrastructure owned by the Czech Republic.
- (ii) Pursuant to Act No. 266/1994 Coll., on Rail Systems, as amended, and Act No. 77/2002 Coll., on the Czech Railways and SZDC, as amended, SZDC provides operation of the nationwide and regional railways owned by the Czech Republic, their operability, modernization and development to the extent necessary to ensure the transport needs of the Czech Republic, its regions and transport services, thus meeting needs in the general interest, not having an industrial or commercial character.
- (iii) The Provider is subsidiary of SNCF, mainly in charge of developing abroad the know-how acquired by the French Railways Group in its various areas of expertise the development, design and operation of high-speed railway lines.
- (iv) The Client and the Provider wish to enter into an agreement which will enable the Client to request technical consultancy and advisory from the Provider, regarding the Directive (EU) 2016/797 of the European Parliament and of the Council, on the interoperability of the rail system within the European Union¹ (hereinafter referred to as the "**Railway Directive**"), especially the interoperability of the railway systems of the European Union according to its Article 1.

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016L0797&from=EN>

- (v) The Provider is prepared to provide the Client with technical consultancy and advisory specified in more detail in Annex 1 and the Client is prepared to cooperate with the Provider and pay the agreed-upon price to the Provider.
- (vi) the Client is not obliged to award this Agreement in an award procedure under the Act No. 134/2016 Coll., on public procurement act, as amended (hereinafter referred to as the “PPA”), as the agreed price under this Agreement will not reach the financial threshold for service contracts set out by the implementing legal regulation under Section 25 and Section 158 of PPA.

NOW THEREFORE, in consideration of the above mentioned facts, the Parties agree as follows:

1. THE SUBJECT-MATTER

- 1.1 Under the terms and subject to the conditions specified in this Agreement, the Provider will supply the Client with technical consultancy and advisory (hereinafter referred to as the “**Services**”) in relation to the interoperability of the railway network of the European Union under the Railway Directive. The subject-matter of the Services to be supplied by the Provider to the Client under this Agreement is in detail set out in Annex 1 of this Agreement.
- 1.2 This Agreement represents and includes the entire agreement between the Parties regarding its subject-matter and cancels or supersedes all prior representations, undertakings, promises, understandings, discussions and agreements, whether written or oral, between the Parties. This Agreement may be modified, amended or cancelled, in whole or in part, only in written form signed by the authorised legal representative of affected Party or both Parties, as it is specified in the provisions below.

2. TERM

- 2.1 This Agreement shall enter into force as the Effective Date and shall continue in force until 31st December 2019.

3. STEERING COMMITTEE

- 3.1 The Parties agree to establish a Steering Committee composed of two representatives of each Party.
- 3.2 The Steering Committee shall:
 - (i) define the specific details of providing the Services according to Annex 1 of this Agreement leading to successful and proper performance of this Agreement;

- (ii) coordinate, supervise and manage the relationship and actions of the Parties between themselves, monitor and supervise all matters arising from this Agreement;
- (iii) act as reconciliation body in case of dispute;
- (iv) define the conditions for the practical implementation of the Audit according to Article 13 of this Agreement;
- (v) take decision on the confidential or non-confidential character of information according to Article 5 of this Agreement in case the character of such information is unclear or there is no need for its protection under this Agreement (this does not affect exceptions under Articles 5.5, 5.6 and 5.7).

3.3 The members of the Steering Committee for the Client are:

- (i) name: xxxxxxxxxxx, e-mail: xxxxxxxxxxx, phone: xxxxxxxxxxx
- (ii) name: xxxxxxxxxxx, e-mail: xxxxxxxxxxx, phone: xxxxxxxxxxx

3.4 The members of the Steering Committee for the Provider are:

- (i) name: xxxxxxxxxxx, e-mail: xxxxxxxxxxx, phone: xxxxxxxxxxx
- (ii) Second representative will be confirmed later.

3.5 The Steering Committee shall be in periodical contact by e-mail or phone according to the actual character of providing the Services, and shall meet alternately in Paris and in Prague at the initiative of the most diligent Party with at least fifteen (15) days prior written notice (letter, fax or email). Each Party shall bear its own costs and expenses incurred in connection with the meeting.

3.6 An alternate appointed by a Party is authorized to exercise any right, fulfil any role, take any action of, or on behalf of the Steering Committee representative member of the affected Party. The affected Party shall notify the second Party in written form (letter, fax or email) on such an appointment.

3.7 The Parties' representatives may be assisted on a case by case basis by one or several senior managers or advisors of each Party in case that specific expertise is required on the agenda of a Steering Committee meeting. These senior managers or advisors shall not have any voting rights.

3.8 Each representative has one voting right. The decisions of the Steering Committee shall be taken unanimously. The meetings and the decisions of the Steering Committee are recorded in written protocols prepared by the Party initiating the meeting of the Steering Committee, the protocols shall be signed by both Parties. Such protocols may supplement in more detail the cooperation of the Parties and the provision and implementation of the Services described in Annex 1. In case the Steering Committee identifies the necessity of

amending this Agreement, it provides the authorised legal representatives of the Parties with the necessary information.

- 3.9 The Steering Committee will communicate in English language, in case it is not possible due to the place or the character of the meetings (e.g. on-site inspections of specific locations), Czech or French language can be used and the Steering Committee will agree which Party shall ensure an interpreter at its own costs.

4. PRICE AND PAYMENT TERMS

- 4.1 The Client is obliged to pay fee for the Services provided under this Agreement, as defined and based on conditions specified in Annex 2 attached hereto. VAT will be added to the fees specified in Annex 2 according to the relevant legal regulations.
- 4.2 It is understood between the Parties that the total fee for the Services provided to the Client as described in Annex 1, will not exceed EUR 413 999 / CZK 11 914 999 (hereinafter referred to as the "**Fee Cap**"). This amount is quoted net of VAT.
- 4.3 The fees include all payments, costs and expenditures incurred by the Provider in connection with providing the Services that are necessary for proper performance of this Agreement and that comply with this Agreement and the subject-matter of performance under this Agreement. The Provider is not entitled to any compensation for payments, costs or expenditures incurred in connection with the performance of this Agreement. The fees do not include travel expenses (transport and accommodation) of the Provider to Prague.
- 4.4 The fee according to Section A of Annex 2 to this Agreement will be paid upon the written confirmation of the Client regarding the completion of the Services.
- 4.5 Regarding the fee according to Section B of Annex 2 to this Agreement the Provider will, on a monthly basis retroactively, complete a written overview of the amount of the provided Services and persons participating on the provision of such Services. The Parties agreed that the Provider is not entitled to calculate with more than eight (8) hours of one (1) person per day, regardless the travel time for site visits, travel time to Prague etc. The Provider will provide the Client with the overview until the end of the fifth (5th) business day of the month following the relevant month. Any claims related to overview will be made in writing with verifiable justification within five (5) business days of the date of delivery of the relevant overview. The fee according to Section B of Annex 2 to this Agreement will be paid upon the written confirmation of the overview of the Services by the Client.
- 4.6 The Parties agreed that the Client is obliged to reimburse the travel expenses (transport and accommodation) of the Provider to Prague, under the condition that the Provider and its staff i) use economy airline class, ii) use up to 4 star hotel accommodation in Prague. The overview of the travel expenses and the relevant invoices regarding these expenses shall be attached to the overview according to the previous Article 4.5. Article 4.5 applies likewise.

- 4.7 The fees and travel expenses will be paid on the basis of an invoice issued to the Client following the confirmation mentioned above. Each invoice will be issued in the Provider's standard format respecting relevant legal regulation.
- 4.8 The Client undertakes to pay each of the invoices to the Provider's bank account, xxxxxxxxxx, by the due date stated on the invoice, that shall not be shorter than thirty (30) days or within thirty (30) days of delivery of the invoice where no due date is stated on the invoice. The invoice amount is paid on the day it is credited in full to the Provider's account specified in this Article 4.8. Any claims related to invoices will be made in writing with verifiable justification within ten (10) days of the date of delivery of the relevant invoice. If no claim is raised within ten (10) days of delivery of the invoice, the invoice is tacitly accepted by the Client upon expiry of the time limit.
- 4.9 Any invoice should remain unpaid beyond the due date specified in the invoice according to this Agreement or after thirty (30) days from the delivery of the invoice, the Client shall pay interest rate according to the Directive of the Czech Government No. 351/2003 Sb., without any injunction sent to the Client.
- 4.10 Furthermore, in the event of a delay in payment by the Client, the Provider will be entitled to suspend the performance of the Services until the full payment of the invoice. The Provider will not be liable for such non-performance or any consequence relating to the non-performance.

5. CONFIDENTIALITY

- 5.1 Under the Agreement, each Party will be required to disclose elements which could be protected, in respect of the know-how, by secrecy and/or which could give a competitive advantage, and particularly a certain amount of confidential information, or a certain number of documents, studies or analyses of any nature whatsoever and on any form and on medium whatsoever, relating directly or indirectly to the project, particularly technical, financial, legal, tax or commercial data, elements of know-how and also any other document including, referring to or prepared from such information, reports, files and analyses. The Confidential Information and all information supplied in connection with this Agreement and designated by the disclosing party shall be deemed to be Confidential Information.
- 5.2 Each Party undertakes to use the Confidential Information only for the purposes of the implementation of this Agreement and / or in connection with the development of high-speed railway lines.
- 5.3 Thus, other than the cases referred to above or unless previously agreed in writing, each Party undertakes not to pass on or transfer the Confidential Information to third parties, or leverage, translate or adapt it for them, in part or in full extent, directly or indirectly, in any form or on any medium whatsoever.

- 5.4 Each Party undertakes to take the appropriate protective measures to prevent the disclosure, the passing on, the publication or the leveraging of the Confidential Information and undertakes to ensure the security and the confidentiality of the Confidential Information.
- 5.5 In this respect, each Party undertakes, in particular:
- (i) only to pass on the Confidential Information to the members of its staff directly involved in the performance of this Agreement who must expressly know and use it;
 - (ii) to have the members of its staff referred to above, who are working on the performance of this Agreement, sign an individual undertaking of confidentiality containing, to the benefit of the other Party, with the same obligations and the rights that to this Agreement;
 - (iii) to have any person receiving the Confidential Information, before such Information is passed on, sign an individual undertaking of confidentiality or to ensure that said person is bound by a confidentiality agreement relating to the cooperation project;
 - (iv) to set up mechanisms enabling the protection of its servers and computer tools to be ensured.
- 5.6 Each Party shall not disclose the Confidential Information to third parties, unless
- (i) the information was already possessed by the disclosing Party before negotiations and conclusion of this Agreement started, or was got by the disclosing Party outside the subject-matter of the Agreement without requirements for confidentiality;
 - (ii) the information was also obtained from a third Party without restrictions regarding the right to disclose the information thereon;
 - (iii) the information has become publicly known by other means except through a breach of this Agreement, although should the disclosing Party violate the terms of confidentiality in another agreement regarding the information, it shall be considered a breach also of this Agreement, or
 - (iv) the Party that supplied the information has given its written authorization for the information to be disclosed to a third party.
- 5.7 Notwithstanding the provision of Article 5, either Party can disclose the Confidential Information
- (i) in the event that the Party is required to do so by an order of any court of competent jurisdiction;

- (ii) in the event that the Party is required to disclose or publish such information under the national or European legislation;
- (iii) in the event that the Party discloses such information for academic purposes to universities and other educational institutions in the extent that is necessary for such purposes;
- (iv) in the event that the Party discloses such information for public relation purposes in the extent that is necessary for such purposes;

provided that the disclosing Party shall notify the other Party promptly subsequently.

5.8 It is expressly agreed between the Parties that the disclosure of any Confidential Information, by one Party to the other Party, under the Agreement, cannot under any circumstances be interpreted as expressly or implicitly giving it any right of ownership or an authorisation, in any capacity whatsoever (under the terms of a licence or by any other means), on the Confidential Information or what the Confidential Information relates to (in particular products, software, IT developments, etc.).

5.9 Each Party undertakes not to register the other Party's Confidential Information or any document including such information by way of a trademark, patent, drawing, model, or any other intellectual property right, on its behalf or through a third party, in France or abroad. The same applies to the copyright or other rights attached to literary and artistic property or business secrecy.

The Parties acknowledges having been advised and made aware of its obligation of confidentiality concerning the Confidential Information. Therefore, the Parties expressly acknowledge that every Party shall be liable to the disclosing party for any breach of its obligation.

Moreover, being fully aware of the financial, commercial and strategic value of the Confidential Information, the Parties acknowledge that the disclosure of such information is likely to be prejudicial to the disclosing Party.

In the event of a breach of the obligation of confidentiality having a potentially high impact on the business activities of the affected Party regarding its competition with its domestic and international competitors, the disclosing Party shall pay the affected Party, on the basis of a written duly justified notice of the affected Party, a contractual penalty equal the total amount of agreed fees under this Agreement.

5.10 The Parties are bound by their obligations of confidentiality for a period of five (5) years from the date the Agreement is terminated either by an action of any Party or the expiration of time.

6. INTELLECTUAL PROPERTY AND KNOWLEDGE

- 6.1 "Knowledge " means trademarks, patents, copyrights (including software), methodologies, know-how, knowledge, database, domain names and any work, data or document, protected or not by an intellectual property rights, and intellectual property rights associated with the products and/or services of each Party, including without limitation, the products' names, likenesses, symbols, designs and visual representations.
- 6.2 It is understood between the Parties that the Confidential Information of the Provider and the Provider's Knowledge, in or following from the Confidential information or that the Provider may develop or supply in connection with this Agreement and any other information, whether or not covered by an intellectual property right, which are not created for the provision of the Agreement or are created previously to this Agreement but used or disclosed by the Provider during the performance of the Agreement, shall remain the sole property of the Provider (hereinafter referred to as the "**Provider's Knowledge** ").

Against the price paid for the Services in accordance with the Annex 2, the Provider grants to the Client a non-exclusive, non-transferable license to use the Provider's Knowledge for the internal use of the Client. Therefore, the Client shall not, without the Provider's prior written consent, disclose, use, sell, distribute, license, to a third party, to the Provider's Knowledge. The use of Provider's Knowledge is strictly limited to the design, building and promotion of the high-speed line sections of SZDC high speed rail program Czech Republic and the Parties agreed that a such use of the Provider's Knowledge shall be considered as internal use under the whole Article 6 of this Agreement.

The Client may permit its staff and advisors to use the Provider's knowledge in accordance with the terms of the Agreement provided that the Client takes all necessary steps and imposes the necessary conditions to ensure that all persons using the Provider's Knowledge do not commercialize or disclose the contents of it to any other third party, or use it other than in accordance with the terms of this Agreement. No copies of the Provider's Knowledge are to be made other than as expressly approved by the Provider.

No changes to the Provider's Knowledge or its content may be made by the Client except the integration of the Provider's Knowledge into the document according to the art. 6.3.

The Client shall ensure that the Provider's Knowledge retains all copyright notices and other proprietary legends and all trademarks or service marks of Provider.

The Provider may use the Provider's Knowledge for any purpose. In case of infringement of intellectual property rights by the Provider on the Provider's Knowledge, it agrees to indemnify, defend and hold harmless the Client against any third party claim, action, proceedings, losses, or expenses (including, without limitation, reasonable legal fees) for actual or alleged infringement of any third party's intellectual property rights by the use of the Provider's Knowledge of the Client.

- 6.3. Subject the provisions of the article 6.2 relating to the Provider's Knowledge, the design manual as defined in Annex 1 prepared by the Client with assistance of the Provider (the

Client's intellectual Document) shall belong exclusively to the Client upon its payment in the terms and conditions with the Annex 2, except if the Client's intellectual Document integrated the Provider's Knowledge (hereinafter referred to as the "**Protected deliverables**"). In this case, the Protected deliverables remain the property of the Provider and are subject to the terms and conditions of Article 6.2 of this Agreement nevertheless the Client is not obliged to pay any additional payment for the Protected deliverables. The Protected deliverables are already designed as Information Confidential subject to the article above relating to Confidentiality. Concerning the Protected deliverables, the Provider grants to the Client a non-exclusive, non-transferable license to use the Protected Deliverables for the internal use of the Client as stated above.

Subject to the rights of the Provider on the Provider's Knowledge and the Protected deliverables, the Client may disclose, use, sell, distribute, license, to a third party, one or all parts of the Client's intellectual Document its belonging. Concerning the Client's intellectual Document, the Client grants to the Provider a non-exclusive, non-transferable license to use, free of charge, the Client's intellectual Document for the internal use of the Provider.

It is understood between the Parties that any modification or adjustments on the Protected Deliverables or deliverables belonging to the Client made by the Client at its expenses without the assistance of the Provider excludes the liability of the Provider regarding such modification or adjustment.

This clause shall survive after the expiration or termination of this Agreement.

7. LIABILITY

- 7.1. The Provider shall be liable to the Client and its personnel or the third party for any direct material damages and / or personal injuries caused by Provider's negligence and / or failure to perform the Services in time and / or in accordance with that degree of skill and judgment and due diligence, efficiency and economy in accordance with generally accepted techniques and practices used in the rail industry.
- 7.2. The amounts recoverable from Provider in respect of each claim for a breach under this Agreement shall be limited to actual loss or damage suffered as a direct result of the act giving rise to liability.
- 7.3. The Provider's aggregate limit of liability for the claims mentioned above in Article 7.1 and 7.2. shall not exceed the total fees to be paid to Provider as set forth in Annex 2.
- 7.4. The Provider, its officers, personnel or subcontractors shall not be liable for any incidental or consequential damages including loss of profits, loss of revenue, loss of use, claims of customers arising from the Services provided under this Agreement and for any non-compliant Client's use of the Services and / or the deliverables provided by the Provider. In no case the Provider shall be liable to any damages caused by Client's personnel and / or any person or entity acting on his behalf.

- 7.5. The Client shall be liable in the event of claims of third party for the damages in connection with the Services of the Agreement given the amount of the damage exceeds the Provider's aggregate limit of liability defined above.
- 7.6. In the event of such a claim being lodged against the Client or the Provider as aforesaid, each Party shall inform the other Party about it in writing within a reasonable time thereafter.

8. WARRANTY

- 8.1. The Provider shall provide the Services with a competent and professionally qualified personnel. The Provider guarantees and warrants that the methods and practices they will apply to the Services will be based on the methods and practices of SNCF.
- 8.2. The Provider is responsible for the completion of the Services based that the necessary information is transmitted to it in due time by the Client, its agents and representatives,
- 8.3. The Provider does not warrant and is not responsible for any services provided by any third party. The right to act against the third party is reserved to the Client.

9. TAXES

- 9.1. The fees according to this Agreement are defined by the Parties excluding any and all Czech sales tax, turnover, Value-Added Tax (VAT), use or similar taxes.
- 9.2. Any and all such indirect taxes or other levies (other than income taxes) imposable as per Applicable law or imposed by Czech government or similar authority with respect to the charges made or payments received in connection with this Agreement will be added to the Provider's invoice accordingly.
- 9.3. All taxes levied or imposed, now or in the future, by Czech Tax Authority on the signature or on the performance of the obligations under this Agreement shall be borne by the Party which is liable according to the applicable law.
- 9.4. In case Czech Tax Authority consider the effective Double Taxation Treaty concluded between France and Czech Republic as not applicable or construe the same with a different interpretation from the meaning of the provisions stated therein, and in case any Czech statutory withholding tax should apply as a result thereof, the reimbursement of the Provider shall be subject to an amendment to this Agreement in the shortest period of time.
- 9.5. In order to allow the Parties to comply with filing obligations, registration formalities or compliance obligations of Czech Tax Authority, the Parties agree that if requested by the other Party, they shall diligently complete, execute and arrange for any required information, certification and / or document in a manner reasonably satisfactory to the other Party, and shall deliver to the other Party and / or to any taxing Authority as the other

party reasonably directs, copies of any such document. Each Party shall indemnify, defend and hold the other Party harmless from and against all Taxes required to be paid to any Competent Authority as a result of a failure to satisfy the above obligations.

- 9.6. The Client shall indemnify and hold harmless the Provider against any and all liabilities, claims and charges in relation to any withholdings for which the Client is liable to make on payments to the Provider under the Agreement as per the applicable law and which may be assessed or levied on the Client, including all fines and penalties, arising from or as a result of default or omission or the like should, after the signature of this Agreement, any Czech code, law, regulation, ordinance, act, decision, decree, directive, instruction, order or by-law having the force of law be enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent Czech authorities) which subsequently affects or modifies the costs and expenses of the Provider, the Time Schedule, the price of agreement, and/or any other conditions of this Agreement, then such conditions shall be revised accordingly by a variation order or reimbursed by the Client in addition to prices of the Agreement rates and sums.

10. ACCEPTANCE

- 10.1. Upon completion the Services concerning the Study Tour, the Client will issue a Final Acceptance Certificate within thirty (30) days after its receipt of Contractor's request.

11. MODIFICATIONS, CANCELLATION

- 11.1. The Parties acknowledge and confirm that the Services described in the Annex 1 shall be the basis of the Provider's tasks.
- 11.2. Any modification of the Services requested by the Client above Annex 1 shall be performed upon mutual agreement between the Parties subject to terms and conditions of this Agreement. If the modification of the scope of the Services led to an increase or a decrease in cost and completion time, such adjustments shall be based, to the extent possible, upon the elements and prices which were taken into account in formulating the pricing and timing for the originally-planned Services.
- 11.3. Moreover, Any Client's cancellation of the Agreement fifteen (15) days before the Effective Date will be billed 20% of the total value of the fees estimate defined in Annex 2 by the Provider.
- 11.4. Any modification of the operating conditions of the Services by the Client, fifteen (15) days before the Effective Date of the Services, which requires a new schedule of the Services within 3 months from the initial Effective Date, result that the Client will be billed by the Provider of the cancellation costs relating to the modification of the schedule incurred by the Client.

12. TERMINATION

- 12.1 Each Party may terminate this Agreement by written notice with immediate effect in case that other Party materially breaches this Agreement and (if the breach is remediable) fails to remedy it within 28 days of receiving written notice requiring rectification of the breach from the injured Party.
- 12.2 The Client shall pay the Provider for all expenses and fees relating to the Services accepted as of the date of termination and for all predictable extra costs associated with any termination.
- 12.3 Termination as per provision mentioned above shall not impair any other rights or remedies of the injured Party and will be without liability for any loss or damage suffered by the Party in default.

13. LEGAL COMPLIANCE

- 13.1. The Parties warrant that they shall always fully comply with all provisions of federal, state and local laws, regulations and any and all rules applicable in connection with or for the purposes of performance of this Agreement, including notably but without limitation, those rules relating to or applicable to its business and activities, the prohibition on anti-trust , anti-bribery practices, the protection of personal data and the protection of environment.
- 13.2. The Parties guarantee and warrant that they have always conducted their business and shall always conduct it in compliance with the applicable national and European rules and regulations in respect to fighting against corruption, and in particular
 - a) American and British laws in respect of combating corruption («Foreign Corrupt Practices Act» and «UK Bribery Act 2010»), both having an extraterritorial reach,
 - b) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, adopted on 17 December 1997,
 - c) the Convention on the Fight Against Corruption Involving Officials of the European Communities or Officials of Member States of the European Union, adopted by the European Union on 26 May 1997,
 - d) the Merida Convention, adopted by the United Nations on 31 October 2003 (Merida Convention),
 - e) Conventions on Corruption, adopted by the Council of Europe on 27 January and 16 November 1999, and
 - f) French Laws on the fight against corruption, in particular Law n° 2007-1598 of 13 November 2007 and Law n° 2016-1691 of 9 December 2016.
- 13.3. Each Party shall deliver to other Party, once a year, a certificate confirming that its staff or persons directly or indirectly associated with it in connection with or for the purposes of performing the Agreement has fully complied with all provisions contained herein.

- 13.4. Each Party shall provide without delay all supporting evidence that the other Party reasonably requires in support of the representations contained in the abovementioned annual certificate.
- 13.5. Each Party authorise the other Party to carry out annual audits in order to verify the other Party's compliance with the obligations contained herein. The practical details of the audit shall be set by the Steering Committee. When performing such audit, each Party may control the payments made in connection with or for the purposes of performing this Agreement.
- 13.6. If at any time during this Agreement, each Party reasonably suspects that the other Party (or any person directly or indirectly associated with it in connection with or for the purposes of performing the services agreed to in this Agreement) does not comply with its obligations hereunder, it may also perform an audit specified in practical details by the Steering Committee; each Party shall afford it access to all files, books and records kept on its premises, allow it to obtain copies thereof and meet with its personnel.
- 13.7. Each Party shall provide the other Party with all necessary assistance and support in connection with such audits, throughout the duration of this Agreement and for a period of three years following its expiration or termination.
- 13.8. The injured Party shall, in all circumstances, hold the suffering Party, its legal representatives, directors, officers and employees harmless against any and all consequences of a breach or violation of this Article, including, notably, any and all indemnities, losses, damages, costs and expenses (including but not limited to lawyers' fees) that the suffering party may incur or suffer as a result of breach or violation of the provisions of this Article by the other party and / or any and all persons directly or indirectly associated with it in connection with or for the purposes of performing the services agreed to in this Agreement.

14. FORCE MAJEURE

- 14.1. The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered a breach of, or default under, this Agreement, insofar as such inability arises from circumstances beyond the reasonable control of the party affected, provided however that the party affected by such an event (a) has informed the other party as soon as possible about the occurrence of such an event; and (b) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Agreement.
- 14.2. If the event of force majeure mentioned above prevents or impedes the normal performance of the Services for a period in excess of sixty (60) days, either Party may notify its intention to terminate the Agreement. The termination shall be effective within thirty (30) days of receipt of the notification, unless otherwise agreed by the Parties in writing. In this case, the Client shall pay the Provider for all expenses and fees relating to the Services

rendered as of the date of termination and for all extra costs associated with any termination. Article 4.5 applies similarly.

15. GENERAL

- 15.1. Neither Party may assign this Agreement to a third party without prior written consent of the other Party. However, the Provider may provide part of the Services through its Affiliates upon prior written informative notice (or other third parties upon a prior written consent of the Client), however this does not affect the rights and obligations of the Provider as the contractual Party of the Client. It is understood between the Parties that the term Affiliates means any entity controlling, controlled by, or under the same control as, any other entity. For the purpose hereof, the term "control" shall mean the power and authority to manage such entity, whether directly or indirectly, through the holding of shares with a voting right, through a contract or otherwise, and said term shall include the notion of control having the definitions given in paragraphs I and II of article L. 233-3 of the French Commercial Code.
- 15.2. A waiver (whether express or implied) by a Party of any provision of this Agreement or of any breach or default by the other Party in performing any of the provisions herein shall not constitute a continuing waiver. The waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions not waived or from acting on any subsequent breach of or default by the other Party under any provision.
- 15.3. Unless provided for under this Agreement, no amendment to the provisions of this Agreement shall be valid unless made in writing and signed by an authorised legal representative of each of the Parties.
- 15.4. In case that any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, the remainder of the Agreement shall apply in full force and effect. The Parties shall ensure the provision in question shall apply with such modifications(s) as may be necessary to make it valid and to restore this Agreement as nearly as possible to its original intent and effect.
- 15.5. This Agreement shall not constitute or shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.
- 15.6. This Agreement incorporates the entire understanding of the Parties and supersedes any and all prior agreements, understandings, and arrangements whether oral or written between the parties in relation to the subject matter of this Agreement as described above.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.
- 15.8. Any dispute arising out of or in connection with this Agreement that cannot be resolved by the Parties in accordance with the Steering Committee in accordance with the Article

3 of this Agreement, shall be finally settled by the relevant Czech court according to the registered office of the Client.

- 15.9. The Client may initiate a tender procedure for the award of services which may be interconnected with the Services provided under this Agreement. Thus the Parties agreed that they will take all necessary steps to ensure that the execution of this Agreement will not lead to vendor lock-in of the Client or any other circumstance which may result in the disqualification of the Provider from any such future tender procedure under the law of the Czech Republic.
- 15.10. The Parties agree that this Agreement shall become valid on the date of signature of the authorized legal representatives of the Parties and shall enter into effect (Effective Date) on the day of the written confirmation by the Provider of acceptance of main information received in the business partner questionnaire as requested by French law No. 2016-1691 "Sapin II", after the day of publication in the register of contracts according to Czech Act No. 340/2015 Coll., on the condition of effect of selected contracts, publication of such contracts and on the register of contracts, as amended. The publication shall be ensured by the Client. This regarding the publication applies also to any amendment of this Agreement, however not to any written notice mentioned by this Agreement. Notwithstanding the provisions of Article 12.1 of the Agreement, if the Provider has not approved the main information received in the business partner questionnaire as requested by French law No. 2016-1691 "Sapin II", the Agreement shall become null and void without prior notice or written notification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate.

Signed for and on behalf of **SZDC**

Bc. Jiří Svoboda, MBA

Signature

12. 04. 2019

Date

Signed for and on behalf of **SNCF International**

Agnes Romatet-Espagne

Signature

12. 04. 2019

Date

Ověřovací doložka změny datového formátu dokumentu podle § 69a zákona č. 499/2004 Sb.

Doložka číslo: 273396

Původní datový formát: application/pdf

UUID původní komponenty: b515aaee-de5e-4a3e-87eb-5345ecd6a6e1

Jméno a příjmení osoby, která změnu formátu dokumentu provedla:

System ERMS (zpracovatel dokumentu Eliška JIRKOVÁ)

Subjekt, který změnu formátu provedl: Správa železniční dopravní cesty, státní organizace

Datum vyhotovení ověřovací doložky: 09.05.2019 15:17:01



7b9dbdd1-d95f-42e1-9b85-d26af3d05def