

Agreement for the Provision of Services

This Framework Agreement for the Provision of Services (hereinafter referred to as the "**Agreement**") is entered into on 20th October 2021, by and between:

- (1) **Správa železnic, 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 "**SZCZ**")

and

- (2) **SNCF RÉSEAU**, a Société Anonyme company, with registered office at 15-17 rue Jean Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, France, entered on the Bobigny Trade and Companies Register under No. B 412 280 737, represented by Mr. Luc Lallemand, Chief Executive Officer as its authorised legal representative (hereinafter referred to as the "**Provider**" or "**SNCF**")

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 SZCZ 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 SZCZ, as amended, SZCZ 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 the infrastructure manager of the French National Railway Network notably in charge of designing and constructing new lines, maintaining, upgrading and selling access to the French rail network, including high-speed lines (hereinafter referred to as the "**HSL**"), serving all passenger and freight rail operators.
- (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 planning, construction, development and maintenance of the Czech HSL system with focus on sharing experience of the Provider as a HSL operator. According to the legal analysis made by SZCZ under Czech and French law, this Agreement is based on exclusive rights compatible with EU law.

- (v) The Provider is prepared to provide the Client with technical consultancy and advisory specified in more detail in Article 1 and 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 it falls within the scope of section 158 subsection 2 paragraph c) of PPA which lays down *“[i]n addition to cases specified in Section 29, the contracting authority is not obliged to use the procurement procedure to award a utilities public contract where [...] the contract is a utilities public service contract being awarded to a person which is a contracting authority or an association of contracting authorities on a basis of an exclusive right which it enjoys pursuant to other legal regulations which are compatible with European Union law.”* Section 158 subsection 2 paragraph c) of PPA corresponds to Art. 22 of the Directive (EU) 2014/25/EU of the European parliament and of the Council, on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (hereinafter referred to as the “**Utilities Contracts Directive**”). The cooperation of SZCZ and SNCF fulfils these requirements as i) SZCZ and SNCF are both contracting authorities in their respective states, ii) the subject-matter of the Agreement are services, iii) SZCZ and SNCF exercise both exclusive rights in the field of the operation of railway infrastructure in respectively Czech Republic and France, and the experience acquired by SNCF in operating the French HSL network are necessary to fulfil the intended purpose of the Agreement and to develop HSL in the Czech Republic.
- (vii) As the Czech concept of HSL, prepared on the basis of the programme of the Government of the Czech Republic for the development of HSL, in compliance with Resolution No. 1583 of the Chamber of Deputies of the Parliament of the Czech Republic of its 55th meeting of 2nd March 2017, is closer to the French HSL standards than the design and operation of any other relevant HSL system of the European Union, SZCZ considers that the Provider due to the long-term operation of the French HSL network (more than 40 years) and its unique experience is the only supplier that may provide the requested services included in this Agreement. The Client published its intention to enter into this Agreement based on the above-mentioned reasons by a voluntary ex-ante notice published in the Official Journal of the European Union, notice No. 2021/S 117-308786 and in the Czech Journal for Public Procurement notice No. F2021-021710, and in relation with this matter no objections were submitted under section 242 subsection 5 of the PPA. Considering this there are no legal obstacles for the Parties to enter into this Agreement.
- (viii) The consultation services provided by SNCF will not replace standard consultation services demanded by SZCZ by means of open competition and open tenders. On the contrary, standard consultation services will be appropriately complemented by consultations services of SNCF, which provide insight and many years (decades) of existing experience of a HSL operator, experience that is technologically unique (in the light of its duration, technological cooperation and of the similarity of Czech and French HSL standards) and absolutely necessary, as SZCZ has no prior experience with HSL preparation, design, construction, commissioning, testing and operation.

- (ix) The scope of these consultation services shall allow for optimisation of technical criteria of the Czech HSL system in order to maximise security and functionality of HSL, including RAMS, and to minimise future investment and operating costs, for additional works and change orders, which would be impossible to avoid due to the lack of experience of SZCZ with HSL preparation, design, construction, commissioning, testing and operation.

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

1. THE SUBJECT-MATTER OF THE AGREEMENT AND ITS EXECUTION

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

- a) experience in public presentation of HSL by HSL operator,
- b) providing specific advisory and consultative services by SNCF on the modifications and upgrades of the so-called Manual for HSL design made by SZCZ at the stage of documentation for issuance of a planning permission (and/or of the building permit and construction that SZCZ should obtain) (hereinafter referred to as the “**Manual**”), for the avoidance of doubt this does not include redrafting by SNCF,
- c) providing specific advisory and consultative services by SNCF concerning compliance with the above-mentioned Manual of the design studies, feasibility studies and project documentations, while taking the functionality and security of the future HSL operation into account,
- d) advisory support of SZCZ for the public authorisation procedures regarding HSL construction,
- e) advisory support of SZCZ for planning, execution, commissioning, testing and control of HSL construction, incl. maintenance, and specifying of further technical conditions for further development of HSL,

all in accordance with the experience acquired by the SNCF as a HSL operator as well as in relation to the interoperability of the railway network of the European Union under the Directive (EU) 2016/797 of the European Parliament and of the Council, on the interoperability of the rail system within the European Union (hereinafter referred to as the “**Railway Directive**”). The subject-matter of the Services to be supplied by the Provider to the Client under this Agreement is also detailed in Annex 1 of this Agreement.

1.2 This Agreement represents a framework agreement. On the basis of this Agreement instructions for the provision of Services will be agreed between the Client and the Provider (hereinafter referred to as the “**Written Order**”), all in accordance as follows.

1.3 The Written Order will be issued by the Client in the following way:

- a) The Written Order may be issued by any of the following representatives of SZCZ:

██████████, e-mail: ██████████, phone: ██████████

██████████, e-mail: ██████████, phone: ██████████

██████████, e-mail: ██████████, phone: ██████████

b) The Written Order shall be delivered to all of the following representatives of SNCF:

To [REDACTED]

Mail : [REDACTED]

Phone : [REDACTED]

and

To [REDACTED]

Mail : [REDACTED]

Phone : [REDACTED]

c) The Written Order must include: i) the detailed identification of the part of the Services to be provided by SNCF, ii) the term or date for the provision of such part of Services, iii) the place of delivery of such Services, iv) other necessary specification regarding the necessary details of the provision of such Services. The binding form of the Written Order forms Annex 3A and Annex 3B of this Agreement. The Written Order may be sent by e-mail.

d) SNCF shall, within maximum ten (10) business days from the receipt of the Written Order, either i) confirm the Written Order as received from SZCZ and propose the estimated price of such Written Order (hereinafter each and all such prices are referred as "**the Price**"), or ii) inform the representative of SZCZ about its disagreement to do so and its justification, and to propose alterations to the Written Order and the estimated Price of such modified Written Order.

e) In case the Parties agree to the proposed modified Written Order then the procedure under letters a) to d) shall be repeated.

f) In case any Party disagrees with the Written Order or its estimated Price or other proposed modification to it, then the respective Written Order shall be cancelled.

1.4 Once a Written Order (whether modified or not) and its estimated Price are agreed by both Parties, then it shall be signed by the contact persons of the Parties and the Parties shall abide to it.

1.5 The Written Order will include the identification of authorised representatives of SZCZ and SNCF, who will be authorised to set by mutual agreement further specifications of the provision of that part of the Services concerned by the Written Order, including detailed schedule etc., and will be authorised for the hand-over of the Services. Such mutual agreement however shall not modify the rights and obligations specified by this Agreement. Otherwise the contact persons set by Article 1.3 and/or 10 of this Agreement may act as authorised representatives of the Parties. For the sake of clarity the Parties declare that any new demand of SZCZ, including additional questions of SZCZ, in excess of the Written Order will require a new Written Order.

1.6 The Provider provides the Services primarily in France, the Parties may however agree to that part of the Services are to be performed in the Czech Republic.

- 1.7 The Services are at first provided for comments of the Client. The Client shall confirm that the Service has no obvious defects or backlogs or the Client shall send his comments within the time period agreed under Article 1.5 or in five (5) business days in case no special agreement exists.
- 1.8 The Provider shall accommodate the potential comments of the Client within the time period agreed under Article 1.5 or in five (5) business days in case no special agreement exists.
- 1.9 At completion of a Written Order in case the amount of Services does not correspond to the estimated Price of such Written Order (in plus or in minus) the Parties shall modify such Price according to the rates given in Annex 2. The Services are handed over following the procedure under Articles 1.7 and 1.8 when a written protocol is signed by authorised representatives of the Parties. The signing of this protocol shall not be unduly withheld by a Party. If there is no disagreement on the Services, but no handover protocol is signed by the Client, then upon five (5) business days from the date of notice from the Provider to the Client to sign this handover protocol the handover protocol shall be deemed signed by both Parties.
- 1.10 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 regarding its subject-matter.
- 1.11 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.

2. TERM

- 2.1 This Agreement shall enter into force upon its signature by the Parties and into effect at the Effective Date as defined in art. 15.9 of the Agreement. The Agreement shall continue in force and in effect 96 months from the Effective Date, unless such term is modified in writing by both Parties at their entire discretion, in compliance with the relevant legislation.

3. STEERING COMMITTEE

- 3.1 The Parties agree to establish a Steering Committee composed of representatives of each Party.
- 3.2 The Steering Committee shall:
 - (i) coordinate, supervise and manage the relationship and actions of the Parties between themselves, monitor and supervise all matters arising from this Agreement;
 - (ii) act as reconciliation body in case of dispute;

- (iii) define the conditions for the practical implementation of the Audit according to Article 13 of this Agreement;
- (iv) 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);
- (v) take decision on the schedule for cooperation and its subsequent changes, in case such a decision is made, the schedule for the provision of Services under Articles 1.3 and 1.5 must comply with it.

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

- (i) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED],
- (ii) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED]
- (iii) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED]

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

- (i) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED],
- (ii) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED],
- (iii) name: [REDACTED], e-mail: [REDACTED], phone: [REDACTED].

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 by videoconference or in Paris and in Prague at the initiative of the most diligent Party with at least fifteen (15) calendar 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 authorised 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 Party 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 shall pay SNCF the Price for the Services according to the payment schedule agreed by the Parties, as defined and based on conditions specified in Annex 2 attached hereto. VAT may be added to the Price if needed according to the relevant legal regulations.
- 4.2 It is understood between the Parties that the total Price for the Services will not exceed **EUR 8 500 000/ CZK 250 000 000** (hereinafter referred to as the “**Price Cap**”). This Price Cap includes travel expenses according to Article 4.5. This Price Cap and all fees are quoted net of VAT.
- 4.3 The Price Cap 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 hourly rates described in Annex 2 do not include travel expenses (transport and accommodation, etc.) of the Provider to the Czech Republic, however these expenses are included in the Price Cap.
- 4.4 Regarding the fee according to Annex 2 to this Agreement the Provider will, complete a written overview of the last period of two months of the amount of the provided Services and persons participating on the provision of such Services and a report of the provided Services. The binding form of this overview forms Annex 4 of this Agreement, the binding form for the report forms Annex 5 to this Agreement. 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 and regions of the Czech Republic etc. The Provider will provide the Client with the overview and the report until the end of the seventh (7th) business day of the month following the relevant months. Any claims related to the overview and the report will be made in writing with verifiable justification within five (5) business days of the date of delivery of the relevant overview and report. In case no such claims of the Client are made, the overview and the report shall be deemed as accepted.

- 4.5 The Parties agreed that the Client is obliged to reimburse the travel expenses (transport) of the Provider to the Czech Republic, under the condition that the Provider and its staff use economy airline class. The overview of the travel expenses and the relevant invoices regarding these expenses shall be attached to the overview according to the previous Article 4.4., Article 4.4 applies likewise. Such expenses are included in the Price Cap. The travel expenses mentioned above do not include accommodation and other travel costs during the stay of the staff of SNCF in the Czech Republic, these costs are calculated and included in a Lump Sum provided for in Annex 2. Such expenses are included in the Price Cap. For the sake of clarity it is stipulated that the Client shall pay the Services provided by the Provider during the stay in the Czech Republic in accordance with hourly rates under Annex 2.
- 4.6 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.
- 4.7 The Client undertakes to pay each of the invoices to the Provider's bank account:
Bank: SOCIETE GENERALE
BIC: SOGEFRPP
Bank Account of SNCF RESEAU: 30003 03630 00020071847 35
IBAN FR76 3000 3036 3000 0200 7184 735
by the due date stated in the invoice, that shall not be shorter than thirty (30) calendar days or within thirty (30) calendar days of delivery of the invoice. The Price is paid on the day it is credited in full to the Provider's account specified in this Article 4.7. Any claims related to invoices or payment will be made in writing with verifiable justification within ten (10) calendar days of the date of delivery of the relevant invoice. If no claim is raised within ten (10) calendar days of delivery of the invoice, the invoice is tacitly accepted by the Client upon expiry of the ten calendar days time limit.
- 4.8 Any invoice should remain unpaid beyond the due date specified in the invoice according to this Agreement or after thirty (30) calendar days from the delivery of the invoice, the Client shall pay interest rate according to the Directive of the Czech Government No. 351/2013 Sb., without any injunction sent to the Client.
- 4.9 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 HSL in Czech Republic as well as in connection with PR services that promote the development of HSL in Czech Republic, i.e. conception, public procurement and construction of HSL.
- 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;
- (iv) the Party that supplied the information has given its written authorisation for the information to be disclosed to a third party, or
- (v) the information is used for the purposes set out in Art. 5.2 of this Agreement.

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;

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

Notwithstanding the provision of Article 5, the Client may disclose Confidential Information included in the deliverables listed in Annex 1 or directly connected with them in upcoming tender procedures according to Czech legislation on public procurement regarding the design, planning, construction and maintenance of HSL in the Czech Republic.

In such tender procedure, before the submission of the bids, the Client may disclose a copy of Confidential Information included in the deliverables listed in Annex 1 or directly connected with them to interested contractors (applying contractors who are interested in the submission of a bid) after the conclusion of a confidentiality commitment, that will define all reasonable measures to protect any form of reverse engineering of the know-how and the intellectual property of both Parties on one side and will enable to carry out the purpose of informing the interested contractors on the second side.

In the tender procedure, after the Client issues its decision on a selected contractor (contractor who was selected for the execution of the public contract), the Client may disclose a copy of the deliverables listed in Annex 1 (including Confidential Information) to the selected contractor after the conclusion of a confidentiality agreement between the Client and the selected contractor, that will define all reasonable measures to protect any form of reverse engineering of the know-how and the intellectual property of both Parties on one side and will enable the execution of the public contract by the selected contractor on the second side. Both Parties are obliged to take all necessary steps in good faith, being aware of possible damages caused by the delay of any Party to the other Party.

- 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.

- 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.
- 5.11 The Parties stipulate, for the sake of clarity, that the information that is not Confidential, may be handled freely.

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 for the legal duration of a copyright protection in France. 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, unless stated otherwise by this Agreement. For the sake of clarity the Parties stipulate that the Provider's Knowledge might be disclosed and used if it simultaneously represents a Confidential Information under Art. 5.2 of this Agreement and such Provider's Knowledge shall be used for the purposes therein, according to Article 5. The use of Provider's Knowledge is strictly limited to the purposes of the implementation of this Agreement and / or in connection with the development of HSL in the Czech Republic as well as in connection with PR services which include the development of HSL in the Czech Republic, i.e. conception, public procurement and construction of HSL.

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 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 by the Client.

- 6.3. Subject the provisions of the Article 6.2 relating to the Provider's Knowledge, the Manual (see Art. 1.1 b)) and all deliverables drafted 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 5 and 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 Confidential Information 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 (any use under Article 5 shall be classified as internal use) for the legal duration of a copyright protection in France.

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 AND INSURANCE

- 7.1. The Provider shall be liable to the Client and its personnel or any 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 under the relevant legal regulations 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 the 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 limit of liability for the claims mentioned above in Article 7.1 and 7.2., in connection with the execution of a Written Order under this Agreement, shall not exceed a) the Price of the relevant Written Order concerned by the failure or negligence of the Provider and b) 7 % of the Price Cap. The limit stipulated herein shall apply each year and in no case the aggregate limit of liability of the Provider at the end of this Agreement shall exceed 12% of the Price Cap.

The amount of 7 % under letter b) herein above shall be effective for 2021 and 2022 and shall increase each following year by one percentage point (8 % in 2023, 9 % in 2024 etc.).

- 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.
- 7.7. The Provider is obliged to conclude an insurance contract covering his liability. The Provider is obliged to keep the insurance contract effective during the duration of this Agreement.

The limit of the insurance has to amount to min. EUR 1 000 000. The Provider has to prove the conclusion of such an insurance contract to the Client within one month after receipt of the Client's request.

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 and that the Services are provided according to TSI standards.
- 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, such withholding tax shall be forthwith reimbursed to SNCF upon presentation to SZCZ of the proof of such payment to tax administration and for the avoidance of doubt this amount shall not be included in the Price Cap. Such reimbursement will be provided by SZCZ on the basis of a written amendment to this Agreement.
- 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 Tax 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.
- 9.7. The Parties agreed that the aggregate amount of calendar days, during which the employees of SNCF provide Services in the Czech Republic, shall not exceed 182 in one calendar year.

10. CONTACT PERSONS

- 10.1. The Parties agreed that the list of contact persons of both Parties is set in Article 1.3, a list of additional contact persons may be exchanged by the existing contact persons of the Parties also during the execution of this Agreement, while such an update of the contact persons shall not be considered an amendment to this Agreement. Such contact persons shall be authorised to execute communication under this Agreement and preparations for the meetings of the Steering Committee and / or for the execution of Services. For the sake of clarity any of the Parties can ask the other Party to provide the Party with a consolidated list of its actual contact persons.

11. MODIFICATIONS, CANCELLATION

- 11.1. The Parties acknowledge and confirm that the Services shall be the entirety of the Provider's tasks.
- 11.2. Any modification of the Services requested by the Client 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. Any modification of the operating conditions of the Services by the Client, fifteen (15) calendar days before the Effective Date as defined in art. 15.9, which requires a new

schedule of the Services, result that the Client will pay to the Provider the cancellation costs relating to the modification of the schedule.

12. TERMINATION

- 12.1. This Agreement is concluded for a limited period of 96 months from the Effective Date. Before the expiry of that time limit this Agreement or a Written Order under Article 1.3 may be terminated by an agreement between the Parties, or by a withdrawal of any Party.
- 12.2. 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 twenty eight (28) calendar days of receiving written notice requiring rectification of the breach from the injured Party.
- 12.3. The Client may terminate this Agreement or the relevant Written Order by written notice with immediate effect in following cases:
 - a) The Provider is in delay with the provision of the Services for a period longer than thirty (30) calendar days stipulated in the Written Order under Article 1.3 and fails to provide a remedy within a reasonable time since a delivery of a letter of formal notice by the Client,
 - b) The Provider breaches its obligation to conclude an insurance contract under Art. 7.7 and to keep such contract effective for specified period of time.
- 12.4. The Provider is entitled to withdraw from this Agreement or from the relevant Written Order if the Client is in delay with payment for the Services for a period longer than sixty (60) calendar days after the due date of the invoice and if it fails to provide remedy within fifteen (15) calendar days since a delivery of a formal notice by the Provider without prejudice to the other rights of the Provider in this context, such as interest on late payment and suspension of Services.
- 12.5. The Client shall pay the Provider for the Services ordered under Article 1.3 of this Agreement and delivered by the Provider as of the effective date of termination and for all predictable extra costs associated with any termination.
- 12.6. Termination as per provisions 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 17th 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 26th May 1997,
 - d) the Merida Convention, adopted by the United Nations on 31st October 2003 (Merida Convention),
 - e) Conventions on Corruption, adopted by the Council of Europe on 27th January and 16th November 1999, and
 - f) French Laws on the fight against corruption, in particular Law n° 2007-1598 of 13th November 2007 and Law n° 2016-1691 of 9th 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. The Parties are aware that the health crisis may constitute a force majeure event according to the national health decisions.

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) calendar days, either Party may notify its intention to terminate the Agreement. The termination shall be effective within thirty (30) calendar 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 effective date of termination and for all extra costs associated with any termination. Article 4.4 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 subcontracting of retired personnel of SNCF or 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. 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.
- 15.4. This Agreement shall not constitute or shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.
- 15.5. 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.
- 15.6. This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.
- 15.7. 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.
- 15.8. 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.
- 15.9. The Parties agree that this Agreement shall become valid on the date of signature of the authorised 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 Order 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. Regardless the conditions mentioned above the Effective Date shall be January 1st 2022 the earliest.

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

Signed for and on behalf of **SZCZ**

Signature
Jiří Svoboda, MBA
Director General

___20. 10. 2021___
Date

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

Signature
Luc Lallemand
Chief Executive Officer

___20. 10. 2021___
Date

ANNEX 1

Description of Services

Services will consist of five work packages described below as A – E. Deliverables will be defined for each Written Order. These deliverables could be as follow depending on the scope of work of each Written order:

A. Experience in public presentation of HSL by HSL operator

Expected deliverables:

- Comments relating to public presentation or
- Presentations related to public presentation (ppt or similar)

B. Providing specific advisory and consultative services by SNCF on the modifications and upgrades of the so-called Manual for HSL design made by SZCZ at the stage of documentation for issuance of a planning permission (and/or of the building permit and construction that SZCZ should obtain) (“Manual”), for the avoidance of doubt this does not include redrafting by SNCF

Expected deliverables:

- Reports, updates or
- Written comments on SZCZ documentations

C. Providing specific advisory and consultative services by SNCF concerning compliance with the above-mentioned Manual of the design studies, feasibility studies and project documentations, while taking the functionality and security of the future HSL operation into account

Expected deliverables:

- Reports or
- Written comments on SZCZ documentations

D. Advisory support of SZCZ for the public authorisation procedures regarding HSL construction

Expected deliverables:

- Comments relating to public presentation or
- Presentations related to public presentation (ppt or similar)

E. Advisory support of SZCZ for planning, execution, commissioning, testing and control of HSL construction, incl. maintenance and specifying of further technical conditions for further development of HSL

Expected deliverables:

- Reports or
- Written comments on SZCZ documentations

ANNEX 2

Definition of the rates and Price

Position	Rate [EUR/hour]	Lump Sum (EUR/day/person in the Czech Republic)
Principal		
Senior engineer		
Engineer		

½ day is counted as 4 hours. 1 day is counted as 8 hours.

It is understood between the Parties that the total Price for the Services provided to the Client as described in Annex 1, will not exceed **EUR 8 500 000 / CZK 250 000 000** (hereinafter referred to as the “**Price Cap**”). This Price Cap includes travel expenses according to Article 4.5. This Price Cap and all fees are quoted net of VAT.

The Rates and the Lump sum Prices shall increase each year from 1st January 2023 to the end of contractual period in accordance with the inflation rate measured by the Czech Statistical Office (https://www.czso.cz/csu/czso/inflace_spotrebitelske_ceny).

The inflation means annual inflation rate expressed by the increase in the index of consumer prices as measured and published by the Czech Statistical Office. The Czech Statistical Office publishes this inflation rate every month for the period of previous 12 months. The Parties are entitled to conclude an amendment to this Agreement that will adjust the Rates and the Lump Sum Prices in accordance with the inflation rate every year within 1 month from the publication of inflation rate for the month January (inflation rate in previous 12 months).

The inflation rate does not affect the Price Cap that is stipulated as maximum and may not be exceeded over the duration of the Agreement.

ANNEX 3A

Binding form of the Written Order – Written consultation

Written Order according to Article 1.3 of the Agreement concluded between SZCZ and SNCF
Reference No:

The detailed identification of the Services to be provided by SNCF:

Form (Set of questions / comments on the documentation):

The term or date for the provision of the Services:

The place of delivery of the Services: electronically

Annexes:

Questions:

1	<u>Question 1:</u>
2	
3	
4	<u>Answers 1:</u>
5	
6	<u>Question 2:</u>
7	<u>Answers 2:</u>
8	
9	<u>Question 3:</u>
10	<u>Answers 4:</u>
11	<i>Add more cells if needed</i>

Date:

Name of Contact Person of SZCZ:

Contact details:

Signature:

Date:

Name of Contact Person of SNCF:

Contact details:

Signature:

ANNEX 3B

Binding form of the written Order - Physical/On-line Consultation

Written Order according to Article 1.3 of the Agreement concluded between SZCZ and SNCF

Reference No:

The detailed identification of the Services to be provided by SNCF:

The place of the delivery of the Services (physical/on-line):

Venue / On-line Platform:

Proposed date / the term or date for the provision of the Services:

Estimated duration (hours/days):

Requirements for experts:

Detailed description (optional):

Date:

Name of Contact Person of SZCZ:

Contact details:

Signature:

Date:

Name of Contact Person of SNCF:

Contact details:

Signature:

ANNEX 4

Binding form of the overview of Services

Period: (to be filled in)

Expertise	Position	Number of persons	Hourly rate (€ Excl. Tax)	Man-hours	Total (€ Excl. Tax)
Experience in public presentation of HSL by HSL operator	Principal	(...)	(...)	(...)	(...)
	Senior engineer	(...)	(...)	(...)	(...)
	Engineer	(...)	(...)	(...)	(...)
Providing specific advisory and consultative service by SNCF on the modifications and upgrades of the so-called Manual (see Art. 1.1 b)	Principal	(...)	(...)	(...)	(...)
	Senior engineer	(...)	(...)	(...)	(...)
	Engineer	(...)	(...)	(...)	(...)
Providing specific advisory and consultative services concerning compliance with the Manual of the design studies, feasibility studies and project documentations, while taking the functionality and security of the future HSL operation into account	Principal	(...)	(...)	(...)	(...)
	Senior engineer	(...)	(...)	(...)	(...)
	Engineer	(...)	(...)	(...)	(...)
Advisory support of SZCZ for the public authorisation procedures regarding HSL construction	Principal	(...)	(...)	(...)	(...)
	Senior engineer	(...)	(...)	(...)	(...)
	Engineer	(...)	(...)	(...)	(...)
Advisory support of SZCZ for planning, execution, commissioning, testing and control of HSL construction, incl. maintenance and specifying of further technical conditions for further development of HSL	Principal	(...)	(...)	(...)	(...)
	Senior engineer	(...)	(...)	(...)	(...)
	Engineer	(...)	(...)	(...)	(...)

ANNEX 5

Binding form of the reports

See separate document