

COOPERATION AGREEMENT

Between

SPRAVA ZELEZNIC

and

SNCF INTERNATIONAL SAS

and

SNCF VOYAGEURS SA

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This Agreement is entered into between the following parties:

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 Jiří Svoboda, MBA., general director

(hereinafter “**SZCZ**”);

AND

SNCF INTERNATIONAL, a company organised and existing under the laws of France (n° 415 238 179) with its registered office at 2 place aux Etoiles, Saint-Denis (93200) France, represented by Diego Diaz, Chairman and CEO,

(hereinafter “**SNCF International**” or “**SNCFI**”);

AND

SNCF VOYAGEURS (DIRECTION TGV INTERCITES), a company registered under laws of France (n° 519 037 584) with its registered office at 9 rue Jean-Philippe Rameau, Saint-Denis (93200) France, represented by Tanguy Cotte-Martinon, fully empowered,

(hereinafter “**SNCF Voyageurs**” or “**SNCFV**”);

(SNCF International and SNCF Voyageurs hereinafter jointly as “**SNCF**”)

(SZCZ, SNCFI and SNCFV as “**Parties**” and each individually as “**Party**”)

PREAMBLE

WHEREAS SZCZ has expressed the need to cooperate with SNCF group to promote the concept of high speed train (“**Train à Grande Vitesse**” or “**TGV**”) during a defined period through workshops and exhibitions of the TGV rail model in several sites in the Czech Republic during a limited period in 2022 (the “**Project**”) under a planned schedule in Annex 1.

WHEREAS SNCFI and SNCF VOYAGEURS have then considered the possibility to cooperate through joint workshops and the exhibition of the TGV number 16 (**the “TGV 16”**), such train having reached the world speed record in 1981.

WHEREAS SZCZ, SNCFI and SNCF VOYAGEURS have decided to conclude this Agreement for the purpose of the Project.

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF THE COOPERATION

The Parties endeavours to promote the concept of high-speed rail under European Standards and to set up common workshops, high-level meetings or exhibitions to demonstrate to stakeholders the interests of this high speed transport.

2. TERM

This Agreement shall be effective from the Effective Date (as defined in Article 17.8.) until 31 December 2022.

The Parties may at any time jointly agree in writing to early terminate this Agreement.

3. SNCF WORKS

3.1. SNCF VOYAGEURS Works and contributions shall be as follows:

- a) Participation to Project workshops & conferences through designated representatives;
- b) Providing relevant technical documentation for the exhibition of TGV 16;
- c) Managing and supervision the TGV 16 during the exhibitions in Czech Republic;
- d) Ensuring the forwarding of TGV 16 between SNCF site in France and Saarbrücken.

3.2. SNCF INTERNATIONAL Works and contributions shall be as follows:

- a) Participation to Project workshops & conferences through designated representatives;
- b) Coordinating the works of the exhibition of TGV 16 in Czech Republic;
- c) Drafting and presenting communication support for the Project.

4. SZCZ WORKS

SZCZ Works and contributions shall be as follows:

- a) Participation to Project workshops & conferences through designated representatives;
- b) Issuing documentation and presentation on high speed lines for presentation during exhibitions aside the TGV 16
- c) Ensuring the forwarding of TGV 16 between Saarbrücken and Czech Republic being in charge of guarding and preserving the TGV 16 during the exhibition in Czech Republic.

The detailed and respective Works and contributions shall be described in Annex 3.

5. COMPENSATION & PAYMENTS

Unless otherwise provided below, each Party will bear the costs relating to its Works.

Following the budget jointly agreed between the Parties, in relation to the fees and costs incurred in connection with the exhibition of TGV 16 in Czech Republic, including the forwarding of TGV 16, SZCZ shall pay to SNCFV and SNCFI the costs and fees incurred by SNCFI and SNCFV in the aggregate amount of three hundred and seventy nine thousand (**379 000.-**) EUR excluding any taxes ("**Exhibition Compensation**").

The Euro change value to be taken into account will be the value at the date of signature of this Agreement.

Payments of the Exhibition Compensation shall be based on the following schedule:

No later than (14) days from the date of signature of this Agreement and not later than 27 th of May	75% of the Exhibition Compensation (284 250 €)
On 22 June 2022	25% of the Exhibition Compensation (94 750 €)

Each instalment shall be allocated as follows :

No later than (14) days from the date of signature of this Agreement and not later than 27 th of May	- SNCF Voyageurs	223 420 €
	- SNCF International	60 830 €
On 22 June 2022	- SNCF Voyageurs	74 580 €
	- SNCF International	20 170 €

At least ten (10) days prior to the due date of the relevant payment, SNCF shall deliver to SZCZ a valid invoice for the relevant payment of the Exhibition Compensation.

The payments from SZCZ shall be made to following bank accounts of SNCF:

For SNCF International :

Account xxxxxxxxxxxxxxxxxxxxx
 IBAN xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
 BIC xxxxxxxxxxxxx

For SNCF Voyageurs :

Account xxxxxxxxxxxxxxxxxxxxx
 IBAN xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
 BIC xxxxxxxxxxxxx

6. FORWARDING

For the purpose of the Cooperation, the TGV 16 shall be forwarded from its French maintenance site to three to four exhibition sites in Czech Republic. The forwarding of the TGV 16 shall be organized as follows:

- a) SNCF or its appointed carrier ("**the SNCF Carrier**") shall be in charge of the TGV 16 forwarding to a Handover Point, for delivery to a forwarding company appointed by SZCZ ("**the Carrier of SZCZ**"). Under this Agreement the "**Handover Point**" shall mean the place of transfer of risk and liability for the TGV 16 to the other carrier, such place being the railway site of Saarbrücken (Germany).
- b) SNCF and the SNCF Carrier shall be in charge of the forwarding of the TGV 16 to the Handover Point, agreed as Saarbrücken, Germany.
- c) SZCZ and the Carrier of SZCZ shall be in charge of the forwarding of the TGV 16 from the Handover Point through Germany to the Czech Republic.
- d) SZCZ and the Carrier of SZCZ shall also be in charge of the safety and the forwarding of the TGV 16 in a maximum of four (4) exhibition sites in the Czech Republic and of the forwarding-back to the Handover Point in Germany (Saarbrücken). SNCF or the SNCF Carrier shall then be in charge of the forwarding-back of the TGV 16 from the Handover Point in Germany to France.
- e) SZCZ shall conclude the contract with the Carrier of SZCZ and provide SNCF with the copy of such contract upon its request.
- f) SNCF shall conclude the contract with the SNCF Carrier and provide SZCZ with the copy of such contract upon its request.
- g) During the forwarding, each Party and their respective Carriers shall comply and shall ensure that their respective Carriers comply with the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM).

7. ACCESS TO SITES

SZCZ shall permit the staff of SNCFV or SNCFI to have access to the Stations and premises of SZCZ where any work or exhibition are being executed or prepared for the purpose of this Agreement.

SZCZ shall ensure a permission for SNCFV or SNCFI which will provide their staff with reasonable access to all premises of third parties where any work or exhibition are being executed or prepared for the purpose of this Agreement.

8. APPROVALS

Each Party shall be responsible for complying with its respective national and required approvals and permits relating to the implementation of their respective Works under the Project. Each Party will provide the other Party with all necessary support in order to obtain such approvals and permits.

9. LIABILITIES AND INSURANCE

9.1. GENERAL LIABILITIES

Each Party shall be liable towards the other Parties for the sole liabilities arising in connection with the performance of its allocated Works as set out in Article 4 of this Agreement.

Each Party shall be liable for any act or negligence of its proper subcontractors.

9.2. SPECIFIC LIABILITIES

As regards the exhibition of the TGV 16 in Czech Republic and its forwarding :

a) The TGV 16 operated by SNCF Voyageurs will be under the exclusive custody of SZCZ during the following periods :

- when the TGV is being forwarded by SZCZ from the Handover Point of forwarding by SZCZ to the Czech Republic,
- when the TGV 16 is located in Czech Republic,
- when the TGV is being forwarded back from the Czech Republic to the Handover Point.

b) Consequently, except in case of damage or material delay caused by a wilful misconduct or negligence of SNCFV or SNCFI, or damage attributable to an inherent defect of the TGV 16, SZCZ will bear the financial consequences of any damage or material delay caused during its custody of the TGV 16 :

- to all third parties, including Ceske Drahy or CD Cargo,
- to any of SZCZ furniture, equipment, merchandise and all asset belonging to SZCZ,
- to SNCF Voyageurs or SNCFI, in particular for any material or immaterial loss suffered.

SNCF Voyageurs will bear the financial consequences of damage of any kind caused to the TGV 16 outside the periods specified in point a).

c) Limitation of liability between the Parties:

- In the event of damage caused to the TGV 16 for which SZCZ is liable under this Agreement vis-à-vis SNCF, SZCZ shall compensate SNCF for the costs incurred as a result of any repairs up to the amount equal to the cost of identical restoration of the TGV which will however in no case exceed the aggregate amount of xxxxxxxxxxxx.

- In the event of immaterial damage, the liability of SZCZ to SNCF under this Agreement and the liability of SNCF to SZCZ under this Agreement shall in each case be limited to the total sum of xxxxxxxxxxxx.

In the event that total loss occurs on the TGV 16 incl. impossibility to forward the TGV back to France for which SZCZ is liable under this Agreement, SZCZ shall administer the return of the TGV 16 and shall bear the technical and administrative costs of transport and any other necessary procedures carried out in France or Germany.

Limitation of liability under this Agreement shall not apply to damage caused to the natural rights of an individual, or damage caused intentionally or due to gross negligence or damages caused due to a product defect.

9.3. THIRD-PARTIES CLAIMS

In the case of third-party claims or actions towards a Party, such Party when held responsible for the event causing the claim or action shall be solely liable to the indemnification of the consequences such event.

If more than one Party is liable for any claim or action, each of the liable Parties shall be liable to the extent of its responsibility or, if this cannot be determined or can be determined only at unreasonable expense, such Party's liability shall be in proportion to the sharing of the works as set out in Article 4 of this Agreement.

No Party shall recognise, without prior approval of the other Party, claims of third parties for which the other Party is wholly or partly responsible provided that such approval shall not be unreasonably delayed or withheld.

In case of any third-parties direct claim or action against a Party who is not liable, such Party shall immediately inform the other Party being deemed liable, who shall without delay hold harmless the Party against whom the claim or the action was made.

9.4. INSURANCE

As regards the exhibition of the TGV 16 in Czech Republic and its forwarding, SZCZ justifies having taken all necessary measures to cover all the risks of liability for which it is responsible under article 9.1., 9.2. and 9.3 above and in particular the pecuniary consequences of its civil liability with regard to third parties.

SZCZ is personally responsible for the insurance cover for damage suffered by the assets in its custody under the Cooperation, in particular the Rolling Stock.

Consequently, SZCZ undertakes to compensate any costs for which it is liable and which costs exceed any received insurance payment or which costs result from any risk not insured and to bear the cost of the insurance coverage and its deductibles.

The lack of insurance or the insufficiency of the guaranteed amounts does not exonerate or limit the liability of SZCZ.

10. CONFIDENTIALITY

10.1. Any Confidential Information communicated by either Party to any other or jointly developed by the Parties concerning the Project, shall be treated as strictly confidential and shall neither be disclosed to third parties nor be used or copied for a purpose other than the purpose of this Agreement without the prior written consent of the other Parties, provided that this provision shall not apply to any Confidential Information which:

- a) is or becomes publicly available independently from any actions or omissions of any of the Parties;
- b) a Party is required to disclose such Confidential Information under applicable law or as a result of an order or request of a competent judicial, governmental or other authority;
- c) was lawfully already in the possession of the relevant Party before the date of this Agreement; or
- d) which was lawfully acquired from a third party which had full rights to disclose it on a non-confidential basis.

It is also agreed that this Agreement itself, some of its clauses with mandatory disclosure under Czech law and the dates of events are not being considered as confidential. Any technical information provided by SNCF for forward, operation and maintenance shall be considered as confidential. Any disclosed version of this Agreement will subject to a prior discussion between the Parties in order to determine the secrecy to maintain as regards any mandatory disclosure.

10.2. Any Party may disclose such Confidential Information to its employees, officers, directors, subcontractors and advisors for the purpose of this Agreement, provided such Party shall be responsible for ensuring the compliance of any such employee, officer, director or advisor with the confidentiality and use same restrictions.

10.3. Any public announcement on the Project or this Agreement shall be jointly decided by the Parties. Each Party shall ask the other Party for prior approval of any public announcement or its strategy for public announcements in written form (an e-mail is sufficient). Press releases of SZCZ shall be consulted with SNCF prior to its publication, in exceptional urgent cases justified by SZCZ, a press release respecting the agreed strategy for public announcements can be published without the SNCF's prior approval and shall be delivered to SNCF immediately. The other Party shall then send its response within two (2) working days.

10.4. The confidential obligation under this Article 10 shall continue to be effective and binding upon the Parties three (3) years after termination of this Agreement.

11. INTELLECTUAL PROPERTY

Each Party will remain the owner of its own research, inventions, know-how, drawings, documents it owned at the date of signature of this Agreement.

The Parties may not under any circumstances use, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, any or part of the elements without its prior written authorization from the holding party, in any country whatsoever.

SNCF Voyageurs is the owner of the Documentation and hereby grants to SZCZ, under conditions described in Annex 2, a non-exclusive and non-transferable license to the intellectual property rights listed in Annex 2 relating to the Documentation. Solely for the purpose specified in Article 3 of Annex 2 of this Agreement, SZCZ shall be entitled to sublicense the intellectual property rights to the Carrier of SZCZ.

Any compensation due by SZCZ to SNCF as a result of the license to the Documentation being granted is included in the Exhibition Compensation.

12. NOTICES

All notices or other communications required between the Parties shall be in writing and sent by registered mail, return receipt requested, or by e-mail.

The address, E-mail and telephone numbers for SZCZ are:

XXXXXXXXXXXXX
XX
Telephone: XXXXXXXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXX
XX
Telephone: XXXXXXXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXXXXXXXXX

The address, E-mail and telephone numbers for SNCFI are:

XXXXXXXXXXXXX
XX
Telephone: XXXXXXXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXX
XX
Telephone: XXXXXXXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXXXXXXXXX

The address, E-mail and telephone numbers for SNCF Voyageurs are:

XXXXXXXXXXXXX
XX
Telephone: XXXXXXXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXXXXXXXXX

Each Party may change such address or telephone number by prior written notice to the others provided that such does not require an amendment to this Agreement.

13. VARIATION OF WORKS

Any modification or variation of the Works requested by a Party shall be only agreed by mutual written agreement between the Parties subject to terms and conditions of this Agreement.

14. TERMINATION

- 14.1. 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 two (2) calendar days of receiving written notice requiring rectification of the breach from the injured Party.
- 14.2. SNCF is entitled to withdraw from this Agreement if SZCZ is in delay with payment of the due portion of Exhibition Compensation for a period longer than six (6) calendar days after the due date of the invoice and if it fails to provide remedy within three (3) calendar days since a delivery of a formal notice by SNCF without prejudice to the other rights of the SNCF in this context, such as interest on late payment and suspension of Works.
- 14.3. A Party shall pay the other for the Works ordered under Article 3 of this Agreement and delivered by such other Party as of the effective date of termination and for all predictable extra costs associated with any termination.
- 14.4. 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.

15. LEGAL COMPLIANCE

- 15.1. 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.

15.2. 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) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, adopted on 17th December 1997,
- b) 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,
- c) the Merida Convention, adopted by the United Nations on 31st October 2003 (Merida Convention),
- d) Conventions on Corruption, adopted by the Council of Europe on 27th January and 16th November 1999, and
- e) 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.
- f) Any applicable law in respect of combating corruption, when such law has an extraterritorial reach.

15.3. Each Party shall provide without delay all supporting evidence that the other Party reasonably requires in support of the representations contained in this Agreement.

15.4. 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 Works agreed to in this Agreement) does not comply with its obligations hereunder, it may also require to have access to all files, books and records kept on its premises, allow it to obtain copies thereof and meet with its personnel for the sole purpose of this clause 15.4.

15.5. Each Party shall provide the other Party with all necessary assistance and support in connection with such request and research for the purpose of the clause 15.4.

15.6. An 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 Works agreed to in this Agreement.

16. FORCE MAJEURE

- 16.1. 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 circumstances as mentioned above shall imply that: a) such impediment is beyond its reasonable control; and b) it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) the effects of the impediment could not reasonably have been avoided or overcome by the affected Party. The Parties are aware that the health crisis (pandemic) may constitute a force majeure event according to the national health decisions.
- 16.2. If the event of force majeure mentioned above prevents or impedes the normal performance of this Agreement for a period in excess of thirty (30) calendar days, either Party may notify its intention to terminate the Agreement. The termination shall be effective within ten (10) calendar days of receipt of the notification, unless otherwise agreed by the Parties in writing. In this case, SZCZ shall compensate SNCF for all expenses and fees relating to the Works rendered as of the effective date of termination and for all extra costs associated with any termination.

17. GENERAL PROVISIONS

- 17.1. Neither Party may assign this Agreement to a third party without prior written consent of the other Party. However, SNCF may provide part of the Works 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 a Party), however this does not affect the rights and obligations of SNCF as the contractual Party of SZCZ. 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 or appoint a director, through a contract or otherwise.
- 17.2. 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.
- 17.3. Any and all taxes, duties, fees, customs duties and charges of any kind payable in Czech Republic related to the Cooperation are deemed to be excluded from the amount of the Exhibition Compensation, except for those payable. SZCZ shall indemnify SNCF for any such taxes and charges payable in Czech Republic or Germany, except for those payable in France.

Any prices, sums or rates shall be understood as exclusive from any Czech, German or French Value Added Tax applicable. Any applicable VAT will be invoiced by SNCF in addition to any prices, fees, sums and rates.

SCZC and SNCF do not anticipate that the Works related to this Agreement will be subject to any tax, duties or levies or any withholding tax.

If (a) Czech Tax Authorities require withholding or (b) SNCF is required by applicable law of Czech Republic to pay any tax, duties or levies attributable to this Agreement, SZCZ and SNCF agree to retroactively adjust and SZCZ shall reimburse SNCF for any net tax or duties which may be levied or assessed in Czech Republic or Germany and are paid by SNCF or withheld by SZCZ and/or the beneficiaries on charges for the delivered Works and services provided, as well as for all import or export customs duties, consular agents' fees, port fees, customs clearance or import or export license fees and other similar charges paid by SNCF to the Czech Republic or any other duly authorized by Czech authorities in connection with this Agreement.

Should SZCZ be required to withhold any tax or duties on any payment for the Works and services rendered, SZCZ agrees to promptly provide SNCF with copies of any tax certificates in due form filed to the Czech Tax Authorities.”

- 17.4. 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.
- 17.5. This Agreement shall not constitute or shall be deemed to constitute a partnership, joint venture or agency relationship between SNCF and SZCZ.
- 17.6. 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.
- In case of inconsistency this Agreement and any of its annexes, the provisions of the relevant annex shall prevail on this Agreement.
- 17.7. This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.
- 17.8. Any dispute arising out of or in connection with this Agreement that cannot be resolved by the Parties, shall be finally settled by the relevant Czech court according to the registered office of SZCZ.
- 17.9. The Parties agree that this Agreement shall become valid on the date of signature of the authorized legal representatives of the Parties. The Parties agree that this Agreement shall enter into effect (i) on the day of the written confirmation by the SNCF of acceptance of main information received in the business partner questionnaire as requested by French law No. 2016-1691 “Sapin II” (if to be provided by SZCZ in addition

to any previous questionnaire), and (ii) on the day following the day of publication of this Agreement 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, whichever event occurs later ("**Effective Date**"). The publication of this Agreement and any amendment thereto in the Czech register of contracts shall be ensured by SZCZ. For the avoidance of doubt the Parties state that written notices delivered under or in connection with this Agreement which do not amend this Agreement are not subject to publication in the Czech register of contracts. If SNCF has not approved the main information received from SZCZ as requested by French law No. 2016-1691 "Sapin II" until five (5) business days the Agreement shall become null and void without prior notice or written notification and with no compensation being owed by any of the Parties to any of the other Parties.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the Parties as a legally binding contract in three (3) originals, each Party receiving one (1) original.

Signed for and on behalf of

SZCZ

Signature:

On 17th May 2022 in Prague

Name: Jiří Svoboda, MBA

Position: Director General

Signed for and on behalf of

SNCF VOYAGEURS

Signature: On 6th May 2022 in Paris

Name: Tanguy Cotte-Martinon

Position: Directeur Stratégie finances & juridique – TGV Intercités

Signed for and on behalf of

SNCF INTERNATIONAL

Signature:

On 6th May 2022 in Paris

Name: Diego Diaz

Position: Président

ANNEX 1

Planned schedule of the Project

(Timing of the events could be adjusted; the “Arrival” and “Departure” shall be considered as mandatory)

Milestone	Date
Forwarding of the TGV 16 to Handover point	2022/06/04 – 2022/06/05
Arrival to the Czech Republic – to the CD maintenance centre – odstavné nádraží Praha jih	2022/06/05 evening
Exhibition of TGV 16 in Praha (hlavní nádraží)	2022/06/06 (approx. 11:00 to 18:00)
Exhibition of TGV 16 in Brno (BVV Exhibition Centre) 1st day – 2022/06/07 <ul style="list-style-type: none"> • The conference – presentation on TGV 16, two newer records and success stories by SNCF appreciated • SNCF Presentation on The Rame 16 and TGV Success Stories 2nd Day – 2022/06/08 <ul style="list-style-type: none"> • 10:00 – 12:30: Workshop on HSR Benefits for the Regional Officers • 12:30 – 13:30: Lunch • 13:30 – 14:30: High-level event with SZCZ CEO and SNCF High-level representatives, FR MoT FR Ambassador, etc. • 14:30 – 16:00: Roundtable on HSR Benefits for the Governors of the Regions 3rd Day – 2022/06/09 <ul style="list-style-type: none"> • Exhibition only 	2022/06/07 - 2022/06/09 All day exhibition
Exhibition of TGV 16 in Jihlava (hlavní nádraží)	2022/06/10 (approx. 12:00 to 17:00 exhibition for public)
Exhibition of TGV 16 in Ústí nad Labem (hlavní nádraží)	2022/06/11 (approx. 10:00 to 13:00)
Departure from the Czech Republic	2022/06/11 (approx. 14:00)
Forwarding back of the TGV 16 to Handover point	2022/06/13 at the latest

ANNEX 3

SNCF VOYAGEURS Works and contributions shall be as follows:

- a) Participation to Project workshops & conferences through designated representatives;
- b) Providing relevant technical documentation for the exhibition of TGV 16,
- c) Management and supervision the TGV 16 during the exhibitions in Czech Republic:
 - Sole access to the TGV 16 for opening and closing doors
 - Sole access to drivers' cabin for selected visits
 - Hotline service for advice and supervision during the exhibitions
- d) Ensuring the forwarding of TGV 16 between France and Saarbrücken, under monitoring of dedicated staff of SNCF pursuant to health and safety applicable regulations.

SNCF INTERNATIONAL Works and contributions shall be as follows:

- a) Participation to Project workshops and conferences through designated representatives;
- b) Coordination of the works for the exhibition of TGV 16 in Czech Republic;
- c) Drafting and submitting communication supports to SZCZ for the Project;
- d) Drafting and negotiation of contracts for the purpose of the Project.

SZCZ Works and contributions shall be as follows:

- a) Organizing exhibitions in the places listed in Annex I;
- b) Participation to Project workshops and conferences through designated representatives;
- c) Issuing documentation (i.e. flyers) and presentation on high speed lines for presentation during exhibitions aside the TGV 16;
- d) Ensuring the forwarding of TGV 16 between Saarbrücken and Czech Republic and within Czech republic;
- e) Ensuring the dedicated SNCF staff to accompany the TGV 16 without any limitation;
- f) Being in charge of guarding and preserving the TGV 16 during the exhibition in Czech Republic (i.e. controlling energy connection devices, hand washing on railway sites in Prague) all with support of dedicated SNCF staff on spot;
- g) Being in charge of washing the TGV 16 when arriving in Prague.