ATLAS

PRODUCT ORDER

Between:

Editions Technique et Ferroviaires, Société par actions simplifiée incorporated under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, SIRET (French business registration number) 47957875900017, represented by its chair Union Internationale des Chemins de fer, represented ▓▓▓ ▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓

hereinafter referred to as "UIC",

on the one hand,

and

Company: ČD Cargo, a. s.

legal form of the company: joint-stock company headquartered at

Jankovcova 1569/2c, 170 00 Praha 7 - Holešovice EU VAT

number: CZ28196678

business registration identification number: 28196678 represented by ▓▓▓▓▓▓▓▓▓▓▓▓▓▓ ▓▓▓▓▓▓▓▓▓▓▓▓▓▓ with full power to sign on behalf of the company, hereinafter referred to as the "User",

on the other hand,

identified hereinafter as "the Parties" or individually as a "Party",

WHEREAS, Editions Technique et Ferroviaires is a subsidiary wholly owned by the International Union of Railways;

WHEREAS UIC developed and maintains a mater database of location codes that is called ATLAS;

WHEREAS the User is interested in purchasing a Product as defined under the ATLAS General Terms and Conditions (GTC);

Now and therefore, Parties have agreed on the terms hereafter:

Article 1. Purpose and nature of the Contract

The purpose of this Contract is to define the Product(s), the duration and the number of Users that are subject to this Agreement.

The provisions contained under this Order complement and/or clarify the provisions of the ATLAS GTC (*version 2025*), which Parties agree to apply as a negotiation basis.

It is clear from the will of the parties that this contract is intended to formalise the provision of services and in no way constitutes an employment contract involving a relationship of subordination. User. UIC shall provide the User with the Product(s) as an independent contractor.

User Furthermore, the contract may not be interpreted as establishing a partnership or joint company between the Parties.

Article 2. **Entry into force, duration**

The Contract shall take effect ⬛⬛⬛⬛ for a duration of ⬛⬛⬛⬛⬛⬛

The Contract shall be renewed automatically every year unless otherwise notified by the Parties according to the GTC.

Article 3. **Product(s) and User**

3.1 Product(s)

The Product that is subject to this agreement is:

- The Core Product

3.2 Users

- UIC Member : **Yes** -

Number of Users:

- **3 Users**

Article 4. **Financial clauses**

4.1 Prices

In return for using the Product(s), User undertakes to pay the UIC an all-inclusive fee in the form of an overall flat rate sum ⬛⬛⬛⬛⬛⬛, per licence year, amounting ⬛⬛⬛⬛⬛⬛ tax for the original duration until the end of year 2026 and after deduction of ⬛⬛ rebate, this amount to be considered final.

The Price shall be paid by the User at the signature date of this Agreement and UIC shall provide User with the access to ATLAS (login/password) upon receipt of the payment of the price.

The applicable VAT rate is the rate in effect on the day the invoices are issued.

4.2 Payment

Net payment shall be made by ⬛⬛⬛⬛) days from the date of issue of the invoice.

The invoice must include the following information:

- Name of the bank: BNP

▓IBAN code: ▓▓▓▓▓▓▓▓▓▓▓▓▓

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- EU VAT number: FR85 479 578 759

Article 5. <u>Miscellaneous</u>

The Contract constitutes the entire agreement between the Parties. It cancels and replaces any agreement, letter or other previous document of the same purpose. Amendments to any one of the provisions of the Contract shall be laid down in an addendum signed by both Parties. Any clause invalidated by a court decision shall not invalidate the other clauses of the Contract.

This Contract shall comprise the following documents, in order of precedence:

i) The Order ii) The ATLAS GTC (version 2024) and its appendices I and II.

User is entitled to unilaterally provide information protected hereby, in case that it is obligated to do so in accordance with valid legal regulation and/or a legitimate court, arbitrary or administrative decision in that: i. it is entitled to provide information only in the extent absolutely necessary to meet such obligation, ii. it shall select the most appropriate procedure in this matter in order to also minimise the intervention in the confidential character of the information.

This Agreement becomes valid on the date of execution hereof by the last Party. The Agreement becomes effective on the date it is published in the Czech Register of Contracts which shall be arranged by the User in accordance with the Czech Act No. 340/2015 Coll., on the Register of Contracts. The Parties hereby understand that the User is the liable person under the Czech Act No. 340/2015 Coll., on the Register of Contracts, and they understand consequences connected with this fact.

The Parties hereby declare that they have reached joint conclusion that this Agreement shall be published in the Czech Register of Contracts. The Parties confirm that for this purpose they have provided each other with information which they consider as being sufficient for proper consideration of above stated. Both Parties hereby agree with such publication hereof with possible exceptions to which the authorization to make their content non-readable shall apply.

The Parties have agreed that some of the provisions hereof contain information which shall not be provided when proceeding according to provisions regulating free access to information or are a trade secret, and to which the authorization applies to make non-readable its content before its possible publication in the Register of Contracts under Act No. 340/2015 Coll., on the Register of Contracts. The Parties have agreed that the provisions hereof which have been highlighted in yellow consist information which shall not be provided when proceeding according to the provisions regulating free access to information or that is a trade secret. This Agreement shall be published in the Czech Register of Contracts in the version in which such highlighted information shall be made non-readable.
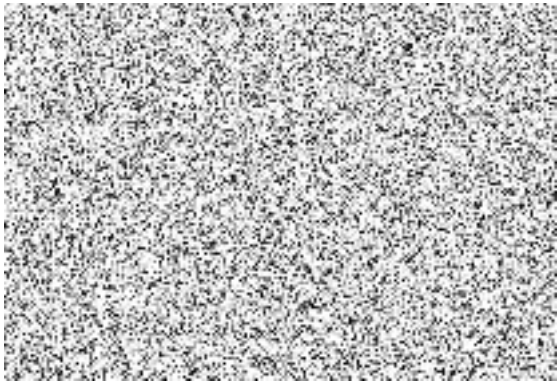
Article 6. Amendment(s) to the UIC General Conditions of Purchase

No modifications, amendments to the ATLAS GTC shall validly be made unless otherwise expressly agreed between the Parties and reflected in this Order.

Signed in .Paris. in ....Two............. copies on
2025-05-21
....

Signatures of the parties

For UIC

For the User