



International Finance Corporation

with its principal office at 2121 Pennsylvania Avenue, N. W., Washington, D. C. 20433, United States of America

[Date]

10 February 2026

Správa železnic, státní organizace

registered in the Commercial Register maintained by the Municipal Court in Prague
sec. A, insert 48384

with registered office: Dlážděná 1003/7, 110 00 Prague 1 - Nové Město

ID: 709 94 234, TAX ID: CZ70994234

represented by Mr. Tomáš Čoček

(hereinafter referred to as "SŽ" or the "Company")

IFC Ref. No. 609579

SŽ Contract Ref. No. 10766/2025-SŽ-GR-03

Attention: Mr. Tomáš Čoček

Re: Confidentiality Agreement, High Speed Rail Moravian Gate

Ladies and Gentlemen:

1. International Finance Corporation (hereinafter referred to as "IFC") entered into a Transaction Advisory Services Agreement (hereinafter referred to as the "TASA") with SŽ on March 5, 2025, (the Company's contract reference no. 10766/2025-SŽ-GR-03), in which IFC undertook to provide SŽ with certain Services for the Project (such terms being defined in the TASA). In connection with provision of Services by IFC, the Company is prepared to make available to IFC certain information, including Confidential Information (as defined herein). In consideration of the Company making available to IFC such information, IFC and the Company hereby agree as set forth herein.
2. The Company, with the support of the SNCF holding company (represented by SNCF International, a limited liability company, registration number 415 238 179 RCS, with its registered office at 2 place aux Etoiles, 93 200 Saint Denis, French Republic) (hereinafter referred to as "SNCF") has

prepared a Manual for the design of the high speed lines at the zoning decision documentation stage (hereinafter referred to as the "**Manual**"), over which the Company (as well as SNCF) claims certain intellectual property rights.

3. With regard to the above, SŽ shall make the Manual available to IFC to enable IFC to provide Services under the TASA.
4. The Company shall take reasonable steps to (a) minimize, including where appropriate by redaction of documents, any disclosure to IFC of Shared Personal Data, other than names and contact details of Company personnel involved in the Transaction, except where IFC specifically requests the disclosure of information in personally-identifiable form, and (b) ensure that Shared Personal Data is accurate, relevant and proportionate to the purposes for which it is disclosed. For purposes of this Agreement, "Shared Personal Data" means any information relating to identifiable individuals, and includes, by way of example, names, passport or document number and copies, address, and other personal information of employees, members of the board of directors or similar management body of the Company, and name, passport or document number and copy, address, and other personal information of the direct and indirect shareholders of the Company.
5. In this Agreement, "**Confidential Information**" means the Manual (in electronic or hardcopy form) or other information related (in whole or in part) to the Manual, in written or any other form (including, without limitation, oral, graphic or digitalized), and confidential by its nature, whether marked or unmarked as "confidential", "proprietary" or similar, in any language. Any information orally disclosed to IFC by the Company shall be deemed Confidential Information only if, and to the extent that, the confidentiality of such information is identified during the oral disclosure and thereafter such information is furnished and conspicuously designated as "Confidential Information" by the Company in writing to IFC within 10 days after its initial disclosure to IFC.

The Company hereby represents and warrants that it has the right and authority to disclose the Confidential Information to IFC.

6. IFC acknowledges that for the purpose of providing Services, it shall have access to the Confidential Information and therefore agrees that any disclosure or provision of Confidential Information under this Agreement shall be subject to terms and conditions of this Agreement.
7. IFC agrees to hold the Confidential Information confidentially and to use it solely for the purpose of providing the Services.
8. IFC undertakes and agrees not to make any copies of Confidential Information unless permitted by this Agreement or with the prior written consent of the Company.
9. IFC will not reveal Confidential Information to any person without the consent of the Company other than to personnel and professional advisors (collectively, "**Representatives**") who are deemed appropriate by IFC for the purpose of administering the Services; provided, however, that prior to furnishing Confidential Information to such Representative, IFC will inform such Representative about the confidential nature of the Confidential Information to be disclosed and instruct such Representative to keep such Confidential Information confidential. IFC may also reveal Confidential Information to its consultants for use relating to the Services; provided, however, that the Company has given its prior written consent for disclosure to such persons, such consent not to be unreasonably withheld or delayed.

10. IFC acknowledges that SŽ considers the Confidential Information to be (i) of exceptional importance for SŽ and SNCF, (ii) of security significance and (iii) commercially sensitive.
11. In the event of termination of the TASA or an undisputed breach of this Agreement by IFC, IFC shall, at the request of the Company, promptly return or destroy (in a manner that does not practically permit physical regeneration into a legible state) all Confidential Information made available to it in physical form by SŽ, including all potential legal or illegal copies, extracts and derivatives created on the basis of the Confidential Information.
12. This Agreement shall also apply to Confidential Information that may have been made available to IFC by the Company prior to the effective date of this Agreement, provided that it was made available for the purposes of providing the Services and was marked as confidential.
13. The term "Confidential Information" shall not apply to information which: (a) is or becomes available to the public other than as a result of a disclosure in violation of this Agreement; (b) was lawfully in the possession of IFC prior to its disclosure to IFC under this Agreement; (c) was or is developed by IFC independently of, and without reference to, the Confidential Information; (d) is required to be disclosed by action of any government or public authority, court, tribunal or any regulatory or administrative authority or by any requirement of law, legal process, regulation, or governmental order, decree or rule, provided that IFC shall, prior to disclosure (if permitted by applicable law and to the extent reasonably practicable), promptly notify SŽ so that the latter may seek appropriate remedy with respect to the Confidential Information; IFC shall also use reasonable efforts to obtain assurances that the Confidential Information will be treated as confidential. The disclosure of Confidential Information shall, to the extent reasonably practicable, be limited to that part of the Confidential Information which IFC is required to disclose; (e) the Company agrees in writing may be disclosed; or (f) after being received pursuant to this Agreement, is or becomes available to IFC in good faith from another third party, who, by making it available, and to IFC's knowledge, did not directly or indirectly breach a similar confidentiality obligation to SŽ.
14. Except in connection with the agreement of IFC expressly contained herein to keep Confidential Information confidential, IFC shall not incur any liability or obligation to the Company by reason of or arising out of IFC's inspection and evaluation of the Confidential Information. IFC will not be liable for any loss, cost, liability or other claim in connection with the Confidential Information beyond reasonably foreseeable losses and will not be liable for lost profits or consequential or punitive damages. For the avoidance of doubt, IFC disclaims and will not be liable for any loss, cost, or liability of SŽ or other claim (including contractual penalty) brought against SŽ by or on behalf of SNCF in relation to the SŽ's obligations regarding Confidential Information, regulated in a separate contract concluded between the SŽ and SNCF.
15. This Agreement does not establish a partnership, joint venture or other such arrangement. This Agreement is concluded solely for the purpose of disclosing, using and safeguarding Confidential Information.
16. This Agreement shall remain in force for a period of five (5) years from the date of signature by the last of the contracting parties.
17. IFC undertakes to use commercially reasonable efforts to notify SŽ of any unauthorized use or disclosure of Confidential Information by any means, promptly upon becoming aware of such use or disclosure. In such a case, IFC shall provide commercially reasonable cooperation to SŽ to help it mitigate any effects of the unauthorized use Confidential Information and to prevent any further unauthorized use of Confidential Information.

18. Except as otherwise set out herein, neither this Agreement nor any Confidential Information disclosed under this Agreement shall be construed as granting or conferring any rights or licenses, including trademarks, inventions, copyrights or patents, to IFC in relation to the Manual.
19. No omission or delay by the Company in exercising any right or remedy under this Agreement or in requiring strict performance of any provision of this Agreement shall be construed by the other Party as a waiver of any such right or remedy or of any other right or remedy. All rights of either Party under this Agreement are cumulative and may be exercised separately or concurrently.
20. The provisions of this Agreement cannot be amended except by written agreement signed by both parties.
21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
22. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. A person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
23. Both parties agree to publish this Agreement in the Register of Contracts to the extent required by the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts, and the Register of Contracts (Act on the Register of Contracts), as amended and to publish information on the identification of the Parties that are subject of this Agreement, its value and the date of conclusion of this Agreement. SŽ shall send to the administrator of the Register of Contracts an electronic image of the Agreement and the metadata required by the Act on the Register of Contracts within 30 calendar days of the date of the Agreement.
24. The persons entering into this Agreement on behalf of the Parties consent to the publication of their personal data as set out in this Agreement through the publication of this Agreement in the Register of Contracts.
25. Please acknowledge your acceptance of the foregoing by executing and returning one original executed copy of this Agreement.

INTERNATIONAL FINANCE CORPORATION

By: 

Name: Thomas Lubeck

Title: Manager, Transaction Advisory Services, Europe

Accepted and agreed as of the date first written above:

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represented by



13 -03- 2026

By: _____

Name: Mr. Tomáš Čoček

Title: Deputy General Director