

APPENDIX 3.3.1

FRAMEWORK AGREEMENT OUTLINE FOR FREIGHT CAPACITY BETWEEN SNCF RESEAU AND XXX

(Reference No. ...)

The standard outline provided for illustrative purposes may be negotiated between the parties in order to arrive at the final mutual contractual commitment following the exchanges between SNCF Réseau and the Customer under the framework agreement.

BETWEEN

SNCF RESEAU, Société Anonyme (SA), with share capital of €621,773,000, entered on the Bobigny Trade and Companies Register under no. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau 93200 Saint-Denis, represented by (*Surname/First name*): Deputy Sales Director,

First party,

AND

XXX, hereinafter referred to as "**the Framework Agreement Customer**", (form of company) with a capital of €, entered on the Trade and Companies Register of, under no., with registered headquarters at, represented by.....(*surname, first name, job title*),

Second party,

Hereinafter referred to collectively as the "Parties" or individually as a "Party",

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PREAMBLE

1. This framework agreement is a mutual contractual commitment based on a capacity, over a period greater than that of a timetable, that the framework agreement Customer undertakes to order and that SNCF Réseau undertakes to allocate.
2. The characteristics of the capacity covered by this framework agreement shall be described in detail and remain constant through the duration of the framework agreement.
3. However, the framework agreement does not provide a detailed definition of the Train Path-Days to be ordered annually by the Framework Agreement Customer for each Timetable covered.
4. For each Timetable concerned, the procedures for ordering and allocating Train Path-Days are executed in accordance with the terms of the Network Statement (NS) in force for each Timetable.
5. In compliance with the provisions of Article 42 of Directive No. 2012/34/EU of the European Parliament and the Council of 21 November 2012 establishing a single European railway area and Article 20 of Decree No. 2003-194 of 7 March 2003 on the use of the national rail network, this framework agreement shall not preclude the use of the infrastructure concerned by other SNCF Réseau customers.
6. In accordance with Article L.2133-3 of the Transport Code and at the request of the Parties, this framework agreement was submitted to the Transport Regulation Authority after signature by the two Parties in order to obtain a recommendation.
7. This framework agreement is entered into according to the conditions laid down by the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity and in application of Article L.2122-6 of the Transport Code.

IT IS MUTUALLY AGREED AS FOLLOWS

DEFINITIONS

"Infrastructure capacity": refers to the "possibility of scheduling the train path-days requested for a section of infrastructure during a given period" (Article L.2122-3 of the Transport Code).

"Capacity": refers to the infrastructure capacity as described in Appendix 1 that the Framework Agreement Customer undertakes to order and that SNCF Réseau undertakes to allocate.

"Framework capacity": refers to the capacity of the infrastructure allocated through the framework agreement.

"Framework agreement customer": refers to the entity benefiting from the signature of a framework agreement on a line open to the signature of framework agreements.

"National Rail Network Statement": refers to the finalised document, published and updated by SNCF Réseau for each Timetable and whose content is defined in Article L.2122-5 of the Transport Code and specified by Decree No. 2003-194 of 7 March 2003 on the use of the national rail network.

"Timetable" (HDS): the Timetable for year Y is drawn up based on the requests submitted by capacity applicants before the deadlines (between December Y-2 and April Y-1):

- An initial draft Timetable is sent to applicants in July (Y-1).
- The definitive Timetable is finalised at the beginning of September Y-1.
- Certification by SNCF Réseau as referred to in the NS takes place in November Y-1.

The timetable is then adjusted on an ad hoc basis from September Y-1 to December Y to take account of late and last minute train path-day requests, as well as adjustment requests.

"Confidential Information": refers to this Framework Agreement and any information of any nature whatsoever (including, without limitation, technical, commercial, financial, accounting, legal and administrative) provided, by any means whatsoever, to any of the Parties or its representatives or advisers under this Framework Agreement or in connection with the negotiation of this Framework Agreement (including in the course of informal discussions or negotiations).

"Time interval": refers to the period during which one or more train path-days are intended to be allocated within the scope of the process for establishing the annual timetable.

"Train path": refers to "the infrastructure capacity necessary to enable a given train to be worked from one point to another at a given time" (Article L.2122-3 of the Transport Code). More precisely a train path consists of a route marked out in relation to a sequence of landmarks on that part of the network covered with an indication of the time at which the train should pass each landmark.

"Train Path-Day": refers to a Train Path for a given day.

Commenté [CS(R/SSR/1): Justification: mise en cohérence avec la trame Voyageurs où la date de certification est prise en compte.

Commenté [CS(R/SSR/2): Justification : Par cohérence d'ensemble, une partie de la définition a été insérée directement dans l'article confidentialité. Cette modification concerne aussi bien l'AC FRET que celui Voyageurs.

ARTICLE 1. PURPOSE

This framework agreement defines the reciprocal rights and obligations of SNCF Réseau and the Framework Agreement Customer with regard to Infrastructure Capacities that:

- the Framework Agreement Customer agrees to order between December Y-2 and April Y-1 (at the latest on the second Monday of the month of April prior to the application date for the relevant Timetable) and to not make any changes until the the Certification date of the Timetable in November Y-1.
- SNCF Réseau undertakes to allocate, following this order and at the latest on the timetable certification date in November Y-1, for each year Y within the scope of this framework agreement.

The train-path days taken into account for the framework agreement must concern regular traffic flows, i.e. a minimum number of (3) trains running per week out of a total of forty (40) weeks in one Timetable.

This framework agreement does not govern the operational use conditions for the infrastructure of the national rail network or the conditions of use for train paths once they have been allocated, with the exception of the specific provisions aimed at ensuring the effectiveness of the parties' commitments under this framework agreement.

This framework agreement is not intended to, and shall not be construed as, contravening or derogating in any way whatsoever from the laws and regulations that are or may become applicable to it, and in particular the provisions of Directive 2012/34/EU, the Commission Implementing Regulation (EU) 2016/545 of 7 April 2016, Decree no. 2003-194 of 7 March 2003 and the NS in force.

Commenté [CS(R/SSR/3): *Justification:* De façon à introduire le dispositif anti-contournement inséré dans la trame Voyageurs et qui est lié aux suppressions post certification tel que prévu à l'article 8 et qui en ce sens, concerne l'utilisation des sillons-jours une fois que ces derniers ont été attribués.

Commenté [CS(R/SSR/4): *Justification:* Paragraphe ajouté suite aux négociations menées sur la trame Voyageurs. Va également dans le sens du point 28 l'avis 2024-029 de l'ART qui précise que les stipulations des accords-cadres doivent être conformes aux dispositions du document de référence du réseau

FIRST SECTION: RIGHTS AND OBLIGATIONS OF THE PARTIES CONCERNING CAPACITY

ARTICLE 2. COMMITMENTS BY SNCF RÉSEAU

1. In its capacity as infrastructure manager of the national rail network, SNCF Réseau undertakes to allocate to the Framework Agreement Customer the Capacity for each Timetable covered by the term of this framework agreement and, at the latest on the Timetable certification date in November Y-1.

SNCF Réseau's obligations concerning Capacity cover the following points:

- the number of Train Path-Days to allocate,
- the origin/destination of these Train Path-Days,
- the timetable positioning and journey times of these Train Path-Days, including tolerances.

SNCF Réseau's commitments under this framework agreement do not concern the technical operating conditions of the Capacity Train Path-Days.

The above commitments are subject to an order from the framework agreement Customer, in accordance with the provisions of the NS and the characteristics of the Capacity.

2. In compliance with the provisions of Directive No. 2012/34 mentioned above, the train path-days allocated by SNCF Réseau may differ from one timetable to another, provided they comply with the Capacity.

ARTICLE 3. COMMITMENTS BY THE FRAMEWORK AGREEMENT CUSTOMER

1. For each Timetable covered by the term of this framework agreement, the Framework Agreement Customer undertakes to order from SNCF Réseau the number of Train Path-Days corresponding to the characteristics of the Capacity and to maintain its order as is until the certification date in November Y-1. Orders are placed according to the ordering process applicable to the Timetable concerned, as defined in the Network Statement of the National Rail Network in force.

2. For the duration of this framework agreement, the Framework Agreement Customer undertakes to use convoys as defined in Appendix 2 that ensure the Capacity characteristics are respected.

ARTICLE 4. SCOPE OF THE COMMITMENTS

SNCF Réseau and the Framework Agreement Customer recognise and mutually agree that the commitments made in Articles 2 and 3 of this framework agreement constitute the essential conditions thereof.

The Parties acknowledge, however, that the undertakings given in Articles 2 and 3 of this Framework Agreement may be amended in application of Article 10. Should this be the case, the Parties expressly declare that they intend to continue the performance of this Framework Agreement under the modified conditions.

Commenté [CS(R)/SSR/5]: Justification: Modification en cohérence avec la trame Voyageurs. Les sillons dits techniques permettant de relier notamment un technicentre ne font pas l'objet de l'AC.

Commenté [CS(R)/SSR/6]: Justification: Reformulation en cohérence avec la trame Voyageurs.

ARTICLE 5. SUSPENSION OF COMMITMENTS AND TERMINATION

5.1. Suspension due to events outside the Parties' control

The commitments made by SNCF Réseau and the Framework Agreement Customer shall be suspended, except for the confidentiality obligation under Article 17 of this framework agreement, when the non-execution or partial execution of their obligations is due to the occurrence of an event covered by force majeure or a similar event.

As per Article 1218 of the French Civil Code, an event of force majeure refers to any irresistible, unpredictable event outside the control of the Parties, making it impossible for either Party to this framework agreement to fulfil its obligations in full or in part.

For example, for the purposes of this framework agreement, the following shall expressly constitute events assimilated to cases of force majeure, without this list being exhaustive, provided they satisfy the conditions of unpredictability, irresistibility and exteriority:

- Natural disasters or weather-related phenomena (frost, snow, heat waves, floods, storms, etc.) of an intensity and/or on a scale deemed exceptional by comparison with normal conditions in metropolitan France;
- Any strike by SNCF Réseau staff or by the Framework Agreement Customer and any action taken in connection with it. Apart from cases recognised as force majeure by the case law of the Cour de Cassation (Court of Justice) in its judgement of 11 January 2000 (appeal no. 97-18215) the Framework Agreement Customer and SNCF Réseau may not use the strike by their own employees as an excuse to avoid their obligations under this framework agreement;
- Measures taken or demanded by public authorities for reasons linked with national defence and public safety, by judicial authorities or fire and emergency services, along with any disruptions caused by their operations;
- Early termination by the customer with whom the Framework Agreement Customer has entered into a commercial contract and for the execution of which the Train Path-Days pertaining to this framework agreement were ordered. In this case, the Framework Agreement Customer may request the suspension of its commitments for these Train Path-Days which have become irrelevant as a result of the termination of the commercial contract. To do so, it must inform SNCF Réseau, by email, accompanied by all useful supporting evidence, sent to the account manager contact, as soon as possible and within (15) days at the latest from the date on which it received the letter announcing the early termination of the commercial contract.

In all instances where the contractual obligations cannot be performed due to the occurrence of an event of force majeure or similar event, these shall be suspended automatically throughout the duration of said event, but only as concerns the obligations of the Parties regarding the capacity offered (at outbound/return level) that is in fact affected by the event.

The Parties shall incur no liability and shall have no obligation to repair the damage suffered by one or the other because of failure to perform or deficient performance of all or part of their obligations, if such failure to perform or deficient performance is due to the occurrence of an event of force majeure or a similar event as defined herein.

Should either Party observe that an event of force majeure or similar is affecting the performance of its obligations under this framework agreement, it shall notify the other Party, stating the event

Commenté [CS(R/SSR/7): *Justification:* Rewording of Article 5.1 following negotiations led on the Passenger outline.
Les reformulations visent à mieux préciser la notion de de force majeure et les modalités de traitement de celle-ci dans le temps de manière à mieux encadrer les effets pour chaque partie.

En outre, le paragraphe initial concernant le cas de l'adoption d'une loi, d'un règlement... est désormais, par souci de cohérence traité dans l'article 10.1 relatif à la modification de l'AC du fait d'un changement de circonstance

concerned and its consequences known at that date, as soon as possible, and at the latest within fifteen (15) calendar days following the occurrence of the event, as per the conditions set out in Article 14 of this framework agreement.

The prevented Party must inform the other Party of any development or of the end of the force majeure or similar event and of its consequences in the same way and under the same conditions. Furthermore, as soon as the conditions which justified the suspension of this framework agreement are no longer met, this framework agreement becomes applicable again in all its stipulations.

The Party invoking an event of force majeure or similar undertakes to use all reasonable and appropriate means available to it in such a situation to limit its extent and duration. Any Party which, by action or omission, aggravates the consequences of the event shall only be entitled to invoke the event with respect to those effects that would have occurred, if such action or omission had not taken place.

At the latest xxx (X) months starting from the notification of the occurrence of the event by either Party, if the event still persists, the Parties shall meet to determine in good faith the measures to be considered to enable the continued performance of this framework agreement without substantially calling into question its economic equilibrium. If necessary, changes to this framework agreement may be envisaged in order to adapt it to the new situation so that it can continue to be executed. This shall give rise to the conclusion of an amendment to this framework agreement signed by the Parties.

Should the Parties fail to reach an agreement on how to remedy the consequences of the event of force majeure or similar within a period of xxx (X) months from the day on which the Parties came together or were supposed to come together in application of the previous paragraph, and the consequences of this event call into question the economic equilibrium of this framework agreement, each of the Parties shall be entitled to terminate this framework agreement by registered letter with acknowledgement of receipt, without payment of any compensation on either side as a result of this termination.

Should the Parties disagree on the existence of an event of force majeure or similar, or on the termination of this framework agreement due to such an event, Article 24 below shall apply.

5.2. Suspension due to events affecting one of the Parties

The commitments made by SNCF Réseau and the Framework Agreement Customer may need to be suspended, except for the confidentiality obligation under Article 17 of this framework agreement, when the cause of the non-execution or partial execution of their obligations is due to the occurrence of one of the events set forth below:

- For the Framework Agreement Customer: loss of its right to exercise activities in relation to the object of this framework agreement (such as suspension or cancellation of its railway undertaking licence), being placed in court-supervised liquidation,
- For SNCF Réseau: suspension or total or partial removal of its safety authorisation.

The defaulting Party must notify the other Party of the occurrence of such an event, which may result in the suspension of its obligations, along with all relevant supporting documents, as soon as possible, and at the latest within (15) days of the date of the event, in accordance with the conditions set out in Article 14 herein.

Commenté [CS(R/SSR/8): Justification:
Reformulation de l'article 5.2 à la suite des négociations menées sur la trame Voyageurs.
De la même manière que pour l'article 5.1, le présent article 5.2 a été précisé de manière à encadrer l'activation de la clause et les effets sur l'AC.

Commenté [CB(R/SSR/9): Justification: Rewording consistent with the Passenger outline.

Once the conditions that justified the suspension of this framework agreement are no longer fulfilled, all the terms of this agreement shall apply once again.

However, if at the end of a period of xxx (X) months following the notification of the event by the defaulting Party, the conditions which justified the suspension of this framework agreement have not been remedied by the defaulting Party, the Parties undertake to meet as soon as possible and at the latest within xxx (X) calendar days in order to examine the effects of this event on the performance of this framework agreement and the obligations arising from it, and decide on the conditions for continuing or terminating this framework agreement.

Should the Parties fail to reach an agreement at the end of an additional period of xxx (X) months from the day on which the Parties came together or were supposed to come together in application of the previous paragraph, the non-defaulting Party may inform the defaulting Party that it is terminating this framework agreement. In such a case, the non-defaulting Party may claim compensation for the loss suffered as a result of this termination within the limits and under the conditions set out in Article 10 of this framework agreement.

ARTICLE 6. PENALTIES FOR NON-COMPLIANCE WITH TRAIN PATH-DAY COMMITMENTS

6.1. Penalties to the benefit of SNCF Réseau

When constructing each Timetable, should the Framework Agreement Customer fail to order, between December Y-2 and April Y-1, or modify and/or cancel, between the order in April Y-1 and the Certification date in November Y-1, the Train Path-Days corresponding to the characteristics of the Capacity shall give rise to compensation to be paid to SNCF Réseau for Timetable Y.

However, penalties shall not be imposed for the non-application of train path-days, nor any order modifications or cancellations between April Y-1 and the certification date in November Y-1 whenever these:

- are part of the threshold, as defined in Appendix 1 to this framework agreement,
- are covered by a case defined in Article 5 of this framework agreement.

The Framework Agreement Customer shall inform SNCF Réseau of its specific reasons for considering that the cases referred to above rule out any compensation due to SNCF Réseau.

For each Timetable, for each train path-day taken separately, the total amount of the penalty to which SNCF Réseau is entitled shall amount to **(to be completed)**.

In any event, the amount of the penalties that the Framework Agreement Customer undertakes to pay SNCF Réseau for a given Timetable shall not exceed the amount of **(to be completed)**.

6.2. Penalties to the benefit of the Framework Agreement Customer

The Train Path-Days not allocated corresponding to the Capacity characteristics shall give rise to compensation paid by SNCF Réseau to the Framework Agreement Customer within the following limits conditions.

Penalties shall not be owed for the non-allocation of Train Path-Days:

- not ordered in accordance with Article 3 or which were subject to modification or cancellation by the Framework Agreement Customer after ordering, occurring between the order in April Y-1 and the Certification date in November Y-1,
- are part of the threshold, as defined in Appendix 1 to this framework agreement,

Commenté [CS(R/SSR/10): Justification: Reworded as per the negotiations led on the Passenger FA
Il s'agit de bien distinguer ce qui relève des "pénalités" pour non respect des engagements prévus à l'AC, des "indemnités" à verser en cas de modifications de l'AC du fait d'une partie.

- are covered by a case defined in Article 5 of this framework agreement.

SNCF Réseau shall inform the Framework Agreement Customer of the specific reasons for considering that the cases referred to rule out any penalty to the benefit of the Framework Agreement Customer.

For each Timetable, for each Train Path-Day taken separately, the total amount of the penalty which the Framework Agreement Customer may claim shall amount to **(to be completed)**.

In any event, the amount of the penalties that SNCF Réseau undertakes to pay to the Framework Agreement Customer for a given Timetable shall not exceed the total amount of **(to be completed)**.

6.3. Waiver

The Parties expressly agree that the payment of the penalties provided for under Articles 6.1 and 6.2 shall form a full and final, flat-rate settlement for the whole loss resulting from the failure to comply with the obligations entered into under this framework agreement for the ordering and allocation of Capacity Train Paths-Days, which either Party may have suffered

Without prejudice to the application of Articles 5 and 10 of this Framework Agreement, the Parties expressly declare that the penalties provided for under Articles 6.1 and 6.2 above constitute the sole sanction for failure to perform the obligations referred to in the preceding paragraph.

ARTICLE 7. PRINCIPLES FOR USING INFRASTRUCTURE CAPACITY

1. The Framework Agreement Customer may not transfer the Capacity. Any contract, agreement or other arrangement on this subject or to this effect, that has been settled or agreed between the Framework Agreement Customer and third party and that contravenes this prohibition shall be null and void with regard to SNCF Réseau.
2. The Framework Agreement Customer shall remain completely free to select the consist of the trains it operates, provided that this rolling stock is permitted to run on the lines concerned and in accordance with point 3 of Article 3 herein.
3. According to the terms and conditions set out in Article 11 of the aforementioned implementation regulation (EU) No.2016/545, the Framework Agreement Customer shall immediately inform SNCF Réseau of its intention not to use all or part of the Framework Capacity.

ARTICLE 8. ORDERING TRAIN PATHS AND APPLICABLE CHARGES

1. The charges for the allocation and use of Train Path-Days corresponding to the Capacity are, at any time, those set out in the regulation and the NS in force for the Timetable considered.
2. When a Timetable is certified, SNCF Réseau has allocated the Framework Agreement Customer Train Path-Days in compliance with the Capacity characteristics; the Framework Agreement Customer shall undertake to pay SNCF Réseau the charges for the use of the national rail network

Commenté [CS(R/SSR/11): *Justification:* Modification afin d'être en cohérence avec la trame Voyageurs.

Commenté [CS(R/SSR/12): *Justification:* Rewording of Article 6.3 following negotiations led on the Passenger outline. The aim is to avoid any ambiguity linked to the releasing nature and scope of the latter. As a reminder, the waiver clause only concerns failure to order and non-allocated capacity under the FA.

Commenté [CS(R/SSR/13): *Justification:* En lien avec les discussions sur la trame Voyageurs. Ces stipulations sont importantes car il faut éviter qu'une partie demande au juge de prescrire des mesures non prévues par l'accord-cadre (telles que l'exécution forcée ou même la résiliation pour une insuffisance d'attribution de sillons par exemple). Il est proposé néanmoins de clarifier que les articles 5 et 10 ne sont pas concernés.

Commenté [CS(R/SSR/14): *Justification:* modification of Article 8 consistently with that of the Passenger outline and in compliance with the opinion issued by ART which highlighted the following in point 37 of its opinion no. 2024-029: : "More specifically, the penalty combination system along with the reciprocal incentive scheme seems relevant insofar as it prevents risks of provisions under framework agreements from being bypassed by the framework agreement customer"

relevant to these Train Path-Days according to the scale of charges and the conditions in force for the Timetable in question.

3. The commitment made by the Framework Agreement Customer under the terms of Article 3.1 of this framework agreement constitutes an essential condition hereof.

Should the Framework Agreement Customer delete a Train Path-Day after the certification date for the Timetable concerned, the financial consequences of this deletion shall be those provided for under the regulations and the NS in force, as well as under the provisions of the contract for the use of the infrastructure, or any other equivalent contract, applicable between the Parties and, where applicable, to the railway undertaking benefiting from the deleted Train Path-Day.

To date, these financial consequences are reflected for the Framework Agreement Customer by the application of the reciprocal incentive scheme and, where applicable, the late cancellation penalty. In addition to these financial consequences, a sum equivalent to the penalty provided for under Article 6.1 shall be paid for each cancelled Train Path-Day as a result of an individual Train Path-Day not being ordered.

In all other cases where train path-days allocated by SNCF Réseau under this framework agreement are modified (whether by the Framework Agreement Customer or by SNCF Réseau) or deleted (by SNCF Réseau after the Timetable certification), the financial consequences of these modifications and deletions shall be those provided for under the regulation and the NS in force, as well as under the provisions of the contract for the use of the infrastructure, or any other equivalent contract, applicable between the Parties and, where applicable, to the railway undertaking benefiting from the deleted train path-days.

To date, these financial consequences result in the application of the reciprocal incentive scheme for the Party that initiated the change or cancellation.

PART TWO: ENTRY INTO FORCE, TERM, AND MODIFICATION OF THIS FRAMEWORK AGREEMENT

ARTICLE 9. ENTRY INTO FORCE AND TERM OF THIS FRAMEWORK AGREEMENT

This framework agreement shall enter into force on its signature date. However, the reciprocal obligations relating to Capacity use shall only take effect from the opening of the Train Path-Day ordering period as specified in the applicable NS for the XXX Timetable (hereinafter "the effective date") and shall end at the end of the XXX Timetable. No orders for Train Path-Days may be placed for subsequent Timetable under this framework agreement.

The Parties hereby undertake to meet at least eighteen (18) months before the end of this framework agreement in order to discuss in good faith the conditions for concluding a new framework agreement.

The effective date may be deferred for up to five (5) years should the grounds and hypotheses provided for in the provisions of Article 6, paragraph 3 of Implementing Regulation No. 2016/545 be established, it being specified that the starting point of this deferral shall be calculated from the signature date of this framework agreement.

ARTICLE 10. MODIFICATION OF THIS FRAMEWORK AGREEMENT

This framework agreement may only be amended in accordance with the provisions of this article. The Parties expressly waive the provisions of Article 1195 of the French Civil Code.

10.1. Modification due to a change in circumstances

The Parties agree that this Article 10.1 shall apply in the event of a change of circumstances, including a change of law within the meaning of this Framework Agreement, which could not reasonably have been anticipated by the Parties when this Framework Agreement was concluded, which occurred subsequently to it, and is not attributable to force majeure within the meaning of Article 5 herein, and outside the control of the Parties, having the effect of substantially upsetting the economic equilibrium of the obligations to be fulfilled under this Framework Agreement for either Party.

For the purposes of this Article 10.1, "change of law" means the entry into force after the conclusion date of this Framework Agreement of:

- any legislation, other than legislation published in the French Republic Official Journal or a directive or regulation in the European Union Official Journal on the date of this framework agreement
- any other rule issued by the European Union with binding and direct effect;
- any decision or instruction of a court or competent authority that is binding on one of the Parties.

However, it is understood that any changes relating to the pricing referred to in point 1 of Article 8 do not constitute a change of circumstances within the meaning of this Article.

In the event of a change in circumstances leading to a disruption of the economic equilibrium of this agreement, the Parties agree to refrain from claiming any breach of this framework agreement by the other Party, nor seek to claim any penalty in application of the undertakings

Commenté [CS(R)/SSR/15]: Justification: Précision pour rappeler que l'AC produit ses effets dès l'ouverture de la première période de commande des sillons-jours du 1er HDS visé par l'AC. A ce titre, le client peut s'appuyer sur l'AC au moment de formuler sa commande à SNCF Réseau.

Commenté [CS(R)/SSR/16]: Justification: Intégration d'une clause de revoyure en lien avec les négociations menées sur la trame Voyageurs. La clause a été adaptée au cas du FRET ou les AC sont généralement de plus courtes durées que sur le Voyageurs (3-5 ans).

Commenté [CS(R)/SSR/17]: Justification: Ajout en cohérence avec la trame Voyageurs et de manière à rappeler la possibilité d'un différé prévu par le règlement d'exécution. Néanmoins pour ce qui concerne le FRET, la question du différé nous semble moins pregnante, notamment concernant l'achat du matériel roulant. S'agissant d'une trame illustrative, le paragraphe est toutefois maintenu mais pourra être supprimé si inapplicable.

Commenté [CS(R)/SSR/18]: Justification: Ajout en cohérence avec les discussions menées sur la trame Voyageurs et notamment sur le premier AC signé.

Commenté [CS(R)/SSR/19]: Justification: Rewording of point 1 of Article 10 following negotiations led on the Passenger outline. La reformulation vient préciser la notion de changement de circonstances de manière à encadrer son application et ses effets sur les parties et notamment les changements de lois. Il est apparu par ailleurs nécessaire d'étendre aux circonstances nouvelles les sujets d'imprévision et ce, dans l'intérêt des parties.

Précision également en lien avec la tarification pour éviter que toute évolution de celle-ci prévu au DRR ne puisse donner lieu à une demande de renégociation/sortie de l'AC étant précisé que les tarifs publiés au DRR sont à tout moment réputés soutenables par les utilisateurs sous le contrôle de l'ART.

referred to in this framework agreement, in the event of any failure or delay in the performance of the latter whenever this is the direct and exclusive result of a change in circumstances.

The Party affected by a change in circumstances causing a disruption within the meaning of this Article shall inform the other Party by registered letter with acknowledgement of receipt within fifteen (15) days of the occurrence of the change in circumstances. If the Parties agree that such a disruption has occurred, they shall examine the possibility of renegotiating the terms of this framework agreement and restoring the economic balance that has been disrupted.

Thus, the Parties agree to consult each other and to negotiate new terms in good faith within a period of three (3) months from the dispatch date of the aforementioned registered letter, during which the performance of this framework agreement shall continue, subject to the previous paragraph, under the existing terms and conditions.

Where applicable, the new terms and conditions agreed upon by the Parties shall be defined in a written amendment to this agreement.

If it is established by mutual agreement that the continuation of the performance of this framework agreement proves impossible under conditions allowing the broken economic balance to be re-established, this framework agreement shall be terminated by registered letter with acknowledgement of receipt sent by the affected Party.

If no agreement is reached on the existence of a change of circumstances within the meaning of this Article 10.1, or on the amendment or termination of this Framework Agreement pursuant to this Article 10.1 within three (3) months of receiving the notification sent by the affected Party, the provisions of Article 24 may apply.

Modifications covered by Articles 10.2 to 10.4 below are not subject to the provisions of this Article 10.1.

10.2. Changes made by SNCF Réseau

SNCF Réseau may unilaterally modify this framework agreement in the cases listed below in points 10.2.1 to 10.2.2.

10.2.1. Permanent modification of the infrastructure

In accordance with Article 6, paragraph 2.b) of Implementing Regulation No. 2016/545, SNCF Réseau may modify or limit this Framework Agreement in the event that permanent modifications to the railway infrastructure are necessary to ensure better use of it.

10.2.2. Modification following a coordination procedure:

In accordance with Article 9 of the aforementioned Regulation No. 2016/545, should SNCF Réseau be faced with a conflict between this framework agreement and a competing request for a new framework agreement or an amendment to an existing framework agreement, a coordination procedure must be implemented. If this fails after being carried out under the conditions provided for in the aforementioned Article of regulation no. 2016/545 and the framework agreement requested by another capacity applicant allows better use of the infrastructure, SNCF Réseau shall request to modify the Capacity allocated under this framework agreement.

Commenté [CS(R/SSR/20): Justification: Modification of point 2 of Article 10 to be consistent with Implementing Regulation no. 2016/545 + opinion 2024-029 issued by ART which requested in point 44 the removal of the best use of the infrastructure definition in the FA outline

Commenté [CS(R/SSR/21): Justification: Modification of point 2 of Article 10 to be consistent with the Implementing Regulation and in particular the coordination procedure described under Article 9 of said regulation

In accordance with Article 9, paragraph 6 of Regulation No. 2016/545, SNCF may however reject the competing application for a framework agreement if the additional revenue from it does not, at the very least, offset the compensation due to the Framework Agreement Customer by SNCF Réseau for the change in Capacity.

10.2.3. Consequences of a change made by SNCF Réseau

The modifications or limitations referred to in 10.2.1 and 10.2.2 may concern the Capacity insofar as SNCF Réseau shall first adapt the characteristics of the Capacity (such as the journey time or the departure time of the trains) and then, if necessary, suggest Capacity on alternative routes.

SNCF Réseau undertakes to take account of the legitimate commercial interests of the Framework Agreement Customer when defining modifications to or limitations of the terms of this framework agreement.

The Framework Agreement Customer may make any comments and suggestions regarding the intended modifications or limitations. The Parties shall, in good faith, seek arrangements that best correspond to the commercial interests of the Framework Agreement Customer and to the need for better use of the infrastructure, without any prejudice to the right of SNCF Réseau to implement modifications or limitations to the terms of this framework agreement.

The decision to unilaterally modify or limit adopted by SNCF Réseau is justified and notified to the Framework Agreement Customer no later than fifteen (15) months before the start of the first Timetable concerned. The implementation of this modification or limitation will be formalised in an amendment to the present Framework Agreement, which will be submitted in advance for the opinion of the Transport Regulation Authority (ART).

If it is established by mutual agreement that the continued performance of this framework agreement proves impossible due to the changes and limitations made by SNCF Réseau, this framework agreement shall be terminated by registered letter with acknowledgement of receipt sent by the most diligent Party.

10.2.4. Compensation for a modification made by SNCF Réseau

It is understood that the cases specified in Articles 10.2.1 to 10.2.3 above must be the subject of an amendment to this framework agreement.

The Parties agree that the modifications, or where applicable the termination of this framework agreement shall give rise to compensation for the loss suffered by the Framework Agreement Customer arising from the Capacity modification, and calculated as per Article 13.2 of Regulation no. 2016/545, i.e. covering the direct costs, losses and expenses (including loss of revenue) reasonably incurred by the Framework Agreement Customer or reasonably expected to be incurred by the latter as a result of the modification or termination of this framework agreement.

However, the amount of compensation paid by SNCF Réseau to the Framework Agreement Customer may not exceed a ceiling set per remaining year until the end of this framework agreement, at xxx Euro (€X). In the event of successive modifications, the cumulative modifications or reductions in Capacity resulting from all the modifications decided upon in application of this Article 10.2 shall be taken into account for the application of this ceiling.

Commenté [CS(R)/SSR/22]: Justification: As per the negotiations led on the Passenger FA. Les éléments du présent article étaient existant au point 1 de l'article 10 de la version initiale de l'AC. Ils ont été déplacés dans un point spécifique afin de traiter ensemble les conséquences engendrées par une modification de l'AC par SNCF Réseau.

Commenté [CS(R)/SSR/23]: Justification: Addition linked with the negotiations conducted on the Passenger FAs + inclusion of point 38 of opinion 2024-029 issued by ART pertaining to the capping of compensation mechanisms

The compensable loss to which the Framework Agreement Customer is entitled under this Article shall be definitively assessed at the end of each Timetable, with regard to the Train Path-Days actually allocated to it for the Timetable in question, including beyond the Capacity as modified.

To this end, as soon as the Timetable concerned has ended, the Framework Agreement Customer shall send a letter by registered post with acknowledgement of receipt to the attention of its contact at SNCF Réseau identified in Article 14, containing the elements to justify its compensable loss resulting from the change in Capacity and as calculated in accordance with Article 13.2 of the aforementioned Regulation no. 2016/545.

If it is established that the Framework Agreement Customer has not taken all reasonable measures within its power to limit its costs, losses and expenses resulting from the modification or termination of this framework agreement, for example by reallocating its trains to other lines or by ordering for each Timetable all of the Capacity initially provided for under this framework agreement, the Framework Agreement Customer shall lose its right to compensation under this Article, proportionally to the aggravation or failure to limit its loss due to it.

If no agreement is reached on the assessment of the loss suffered by the Framework Agreement Customer and its compensation within a period of three (3) months from the date of receipt of the registered letter with acknowledgement of receipt sent to the SNCF Réseau contact, the provisions of Article 24 " *Disputes Between the Parties* " may be applied.

The Parties expressly agree that the payment of the compensation provided for in this Article 10.2 shall form a full and final settlement for the whole loss suffered by the Framework Agreement Customer resulting from the modification or termination by SNCF Réseau of this framework agreement.

The compensation paid to the Framework Agreement Customer by SNCF Réseau, as calculated in accordance with the provisions of this Article 10.2, covering its loss, shall prevent any other entity in the group to which the Framework Agreement Customer belongs, within the meaning of Article L.233-3 of the French Commercial Code, from making any claim for compensation directly to SNCF Réseau under this framework agreement. The Framework Agreement Customer guarantees SNCF Réseau that these provisions shall be respected by the entities mentioned above.

10.3. Modification by the Framework Agreement Customer:

10.3.1. Events relating to the Framework Agreement Customer leading to SNCF Réseau amending this framework agreement

Under the conditions and in accordance with the procedures provided for in Article 11 of Regulation no. 2016/545, the Capacity allocated under this framework agreement shall be reduced by SNCF Réseau, in the event that the Framework Agreement Customer (unless it can invoke one of the cases referred to in Articles 5.1 and 5.2):

- does not order any Train Path-Days corresponding to the characteristics of the Capacity during the annual scheduling period;

- does not use all or part of the Capacity for a period of more than one (1) month, without informing SNCF Réseau at least one (1) month in advance;
- voluntarily returns all or part of the Capacity in accordance with Article 6.2,c of Regulation n°2016/545.

In this context, SNCF Réseau shall offer the Capacity not ordered, not used or returned in the cases referred to above to other capacity applicants (including the Framework Agreement Customer) for the current or following Timetable(s) concerned by the modification.

If, as a result of a change made in accordance with this point, Capacity is reduced to zero for a period corresponding to a whole Timetable, this framework agreement may be terminated at the request of either Party by registered letter with acknowledgement of receipt.

10.3.2. Compensation paid to SNCF Réseau due to a change caused by the framework agreement customer

The Capacity modification or termination of this framework agreement in the cases provided for in this Article 10.3 shall give rise to compensation paid by the Framework Agreement Customer for the loss suffered by SNCF Réseau as a result of any reduction in the number of Train Path-Days ordered by the Framework Agreement Customer, calculated as per Article 13.2 of Regulation no. 2016/545.

However, the amount of compensation paid by the Framework Agreement Customer to SNCF Réseau may not exceed a ceiling set at xxx Euro (€X) per remaining year until the end of this framework agreement.

In the event of successive modifications, the cumulative reductions in the number of Train Path-Days resulting from all the modifications decided upon in application of this Article 10.3 shall be taken into account for the application of this ceiling.

To this end, as soon as the Timetable concerned has ended, SNCF Réseau shall send a letter by registered post with acknowledgement of receipt to the attention of its contact as identified in Article 14 containing the elements to justify its compensable loss resulting from the change in capacity and as calculated in accordance with Article 13.2 of the aforementioned Regulation no. 2016/545.

The Framework Agreement Customer undertakes to provide a response to SNCF Réseau as soon as possible after receipt of the compensation claim, completed if necessary. In addition, this response may be preceded by any exchanges between the Parties, with a view to clarify the request made by SNCF Réseau.

If it is established by the Framework Agreement Customer that SNCF Réseau has not taken all reasonable measures within its power to prevent the modification or termination of this framework agreement or to limit its costs, losses and expenses resulting therefrom, SNCF Réseau shall lose its right to compensation under this Article, proportionally to the aggravation or failure to limit its loss due to it.

If no agreement is reached on the modification or termination of this framework agreement or regarding its compensation in application of this Article 10.3, within a period of three (3) months after the Framework Agreement Customer received a modification or termination notification pertaining to this framework agreement, or of SNCF Réseau's initial request for compensation, as the case may be, the provisions of Article 24 may apply.

Commenté [CS(R/SSR/24): Nous souhaitons conserver cette clause et la possibilité pour SNCF Réseau de pouvoir résilier l'AC dans un cas très impactant du fait d'une non commande totale de sillons-jours sur un HDS. Quelle garantie pour SNCF Réseau que ce cas ne se reproduise pas à l'HDS prochain?

Commenté [CS(R/SSR/25): **Justification:** Ajout en lien avec les négociations menées sur les AC Voyageurs pour s'assurer d'une utilisation de l'infrastructure et ne pas bloquer inutilement de la capacité

The Parties expressly agree that the payment of the compensation provided for under this Article shall form a full and final settlement for the whole loss suffered by SNCF Réseau resulting from the modification of this framework agreement.

10.4. Modifications agreed between the Parties:

Apart from the cases provided for in Articles 10.1 to 10.3 above, the Parties may amend this Framework Agreement by mutual agreement, provided that such amendment is made in accordance with the procedure set out below.

In this case, the Party wishing to amend this framework agreement shall send the other Party a request for amendment by registered letter with acknowledgement of receipt, describing at least the changes requested, the reasons for them and their impact both on the terms of this framework agreement and on the respective obligations of each Party.

In the absence of a positive response from the other Party within three (3) months receiving the request, and unless otherwise agreed between the Parties, the request for modification shall be deemed rejected.

Changes accepted by the Parties shall be the subject of an amendment to this framework agreement. Unless the Parties expressly agree otherwise, it is understood that in order to come into force at Timetable Y, the amendment must have been entered into before the end of the service order period, i.e. by April Y-1 at the latest.

10.5. Modification due to an amendment to the applicable NS

In accordance with Article 1 of this framework agreement, the provisions under the latter must comply with the provisions of the NS.

In this respect, should SNCF Réseau amend its general policy relating to framework agreements within the NS in a more favourable manner compared to the Framework Agreement Customer existing conditions set out in the applicable NS on the signature date of this framework agreement, SNCF Réseau undertakes to inform the Framework Agreement Customer as soon as possible. On this basis, the parties shall consider amending this framework agreement to include these more favourable conditions, subject to the overall balance of this framework agreement.

Commenté [CS(R/SSR/26): *Justification:* Addition as per the negotiations led on the Passenger FA Added following a request from customers to be able to provide for a clause to this end to make it possible to jointly modify the framework agreement without compensation

Commenté [CS(R/SSR/27): *Justification:* Addition of this clause in connexion with point 28 of opinion 2024-029 issued by ART: "Contracts systematically include a clause entitling the framework agreement customer to benefit from new, more favourable conditions resulting from changes to the NS, as per the non-discrimination principle applicable to the national rail network access conditions"

PART THREE: MISCELLANEOUS PROVISIONS

ARTICLE 11. DUTY OF INFORMATION AND CONDITIONS FOR MONITORING THIS FRAMEWORK AGREEMENT

11.1. Duty of information

The Parties agree to keep each other informed, at all times and as soon as possible, of any event, circumstance or information of any nature whatsoever likely to have a significant impact on the performance of this framework agreement.

11.2. Conditions for monitoring the performance of this framework agreement

SNCF Réseau shall send the Framework Agreement Customer an annual report to monitor the fulfilment of these reciprocal commitments. Any failure to comply with the commitments on recorded Train Path-Days shall be shared between the Parties during an annual meeting to be agreed upon, and shall serve as a basis for assessing the penalties, along with the compensation owed by each Party to the other, where applicable.

Commenté [CS(R/SSR/28): *Justification:* Article left as is, unlike the Passenger outline which provides for the establishment of a monitoring committee, which may be an onerous process for FREIGHT

ARTICLE 12. PAYMENT OF SUMS DUE UNDER THIS FRAMEWORK AGREEMENT - GUARANTEE

12.1. Payment terms

1. The amounts of the charges for using the infrastructure corresponding to the Train Path-Days - allocated at the beginning of each Timetable, shall be invoiced by SNCF Réseau and paid by the Framework Agreement Customer under the same conditions as the other Train Path-Days. They shall be set by the Network Statement and the contract for use of the national rail network infrastructure.

Any disputes shall be handled in accordance with the procedures and conditions set out in the same documents.

2. Any penalties due in application of Article 6 of this framework agreement shall be invoiced annually by SNCF Réseau. The penalties owed by the Framework Agreement Customer to SNCF Réseau will give rise to the issue of an invoice no later than April Y for Timetable A. Penalties due by SNCF Réseau to the framework agreement Customer will give rise to the issue of a credit note, at the latest in April Y for Timetable.

3. Any sum, defined in point 3 and 4 of Article 8 "*Ordering Train Paths, Applicable Charges and Incentives to Maintain Allocated Train Path-Days*" as being supplementary to the financial consequences provided for in the applicable texts and calculated by reference to the penalties provided for in Articles 6.1, shall be invoiced annually by SNCF Réseau to the Framework Agreement Customer, at the latest in December of Timetable Y+1, based on post-certification deletions recorded during Timetable Y.

4. Any indemnities due pursuant to Article 10 of this framework agreement shall be payable as follows, subject to any provisions to the contrary expressly set out in this Article. The sum

determined in accordance with the aforementioned Article 10 shall be payable by the creditor Party as soon as the Parties have agreed on the assessment of the loss carried out under the conditions provided for in Article 11.2 of this framework agreement. Where applicable, the compensation owed by the Framework Agreement Client to SNCF Réseau will give rise to the issue of an invoice. The compensation owed by SNCF Réseau to the Framework Agreement Customer will give rise to the issue of a credit note.

Commenté [CS(R/SSR/29): Justification: These paragraphs were added to govern the payment terms for the sums in question. The initial Article only pertaining to the penalties under Article 6.

5. The sums due as compensation fall outside the VAT scope of application and are therefore invoiced excluding tax; the payment and invoice dispute terms and conditions are exactly the same as for the charges for using the infrastructure. They are the same for both Parties to this framework agreement.

6. The amounts referred to in Articles 6 and 10 above shall be fixed on the signature date of this framework agreement, under the economic conditions of *[...to be completed]*. These amounts shall change in line with the forecast HICP index published by the Banque de France in September Y-1 for Timetable Y.

Commenté [CS(R/SSR/30): Justification: Paragraph added to process uniformly the price revision index, in the same part of the FA. Same as in the Passenger outline

12.2. Guarantee

On the effective date of this framework agreement, the Framework Agreement Customer undertakes to provide SNCF Réseau with a guarantee equal to the penalty ceiling mentioned in Article 6.1 of this framework agreement, in accordance with the model appended hereto.

Commenté [CS(R/SSR/31): Justification: Addition consistent with the existing Passenger outline (Art 6.1). It being an illustrative outline, the guarantee topic, and where applicable the type of guarantee, will be studied on a case-by-case basis.

Throughout the duration of this framework agreement and until six (6) months after its expiry, the supply and maintenance (including via reconstitution) of a guarantee in accordance with the model appended hereto is an essential condition for the validity of this framework agreement.

This guarantee may be called by SNCF Réseau should the Framework Agreement Customer default on the payment of penalties due under Article 6.1 of this framework agreement or on the payment of compensation due under Article 10 of this framework agreement, after formal notice to pay was sent to the Framework Agreement Customer by registered letter with acknowledgement of receipt and remained unheeded forty (40) days after receipt.

ARTICLE 13. TRANSFER OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES

Commenté [CS(R/SSR/32): Justification: Adjustment of the Article to better govern this option and in particular to avoid having a Framework Agreement Customer with a capacity that may prevent access to any new entrant on a given line.

This framework agreement is concluded Intuitu Personae. This stipulation must be considered an essential provision of this framework agreement.

In consideration of the intuitu personae nature, it is expressly agreed that neither Party may assign or transfer this Framework Agreement in any manner, for any reason, to any person whatsoever, and in particular in the form of an assignment, asset contribution, merger, universal transfer of assets, transfer of securities resulting in a change of control, or any other form of change of control of a Party, without the express, prior written consent of the other Party. Such formalities shall be required for any change in direct or indirect control, within the meaning of Article L.430-1 of the French Commercial Code.

Such a refusal shall need to be justified on objective grounds, relating in particular to the ability of the securities transfer beneficiary to respect the rights and obligations provided for under this

framework agreement, or to the existence of a risk of market access foreclosure following the transfer of this framework agreement.

In the event of a refusal or failure to notify, the transfer or assignment of this framework agreement along with the rights and obligations resulting therefrom may result in the termination of this framework agreement, without delay or prior formal notice, to the exclusive detriment of the Party having contravened the provisions of this Article.

ARTICLE 14. EMPLOYEES APPOINTED BY THE PARTIES

For the execution of this framework agreement:

- SNCF Réseau appoints the following person as the Framework Agreement Customer's contact: **(name, position, address, telephone/email)**.
- The Framework Agreement Customer appoints the following person as SNCF Réseau's contact: **(name, position, address, telephone/email)**.

Any exchanges between the Parties can be validly transmitted to the previously designated addresses and persons.

In the event of a change to a designated contact person, each Party shall inform the other Party (its contact) as soon as possible by email. This modification shall only become effective after acknowledgement of receipt by return email.

ARTICLE 15. INVOICING TERMS FOR PENALTIES AND COMPENSATION

Invoices shall be sent by SNCF Réseau to the Framework Agreement Customer at the following address:

(to be completed)

ARTICLE 16. INVOICING TERMS FOR PENALTIES AND COMPENSATION

The Framework Agreement Customer shall pay the invoices issued by the other Party under the conditions provided for in Article 12 of this framework agreement.

On the payment date, the Framework Agreement Customer shall send SNCF Réseau the payment details to the following email address: **compta_clients@reseau.sncf.fr**

SNCF Réseau's bank details are:

Account holder: SNCF RÉSEAU péages
Address: PARIS OPERA
Bank code: 30003
Account number: 03620 00020216907
RIB: 50
IBAN: FR76 30003 03620 00020216907 50
BIC-SWIFT ADDRESS: SOGEFRPPHPO

ARTICLE 17. CONFIDENTIALITY

1. Each Party undertakes to refrain from disclosing any confidential information of a commercial nature set out in this framework agreement including its appendices, to third parties, without the prior formal agreement of the other Party, unless:

- forced to do so by the applicable laws and regulations or by a public administration or any other authority or jurisdiction;
- such communication is necessary for a Party to exercise its rights before any court;
- the contents of this information forms part of the public domain or if the Party providing the Confidential Information has given its written permission for it to be disclosed;
- it is disclosed to a third party, its employees, representatives, bankers or advisers who need to know this Confidential Information for the normal performance of the obligations under this framework agreement. In this case, the Parties undertake to ensure that before any information is disclosed to said third party, employees, representatives, bankers or advisers, the latter must sign a confidentiality statement if not already subject to it by law.

Commenté [CS(R/SSR/33): Justification: Part of the confidential information definition was moved.

2. In cases where one Party is obliged to disclose confidential information, said Party shall undertake to limit the communication to the confidential information strictly required to satisfy the communication request. A list of the information concerned shall be communicated in advance to the other Party, if permitted by law.

3. More particularly, SNCF Réseau shall respect the confidentiality of any commercial information transmitted to it by the Framework Agreement Customer in connection with the Capacity management offered to it under the terms of this framework agreement. In application of Article 19 of Decree No. 2003-194 of 7 March 2003, this does not concern information that SNCF Réseau may be obliged to issue with reference to the train path-days - allocated after the Timetable construction process and corresponding to the Capacity.

ARTICLE 18. INVALIDITY OF CERTAIN CLAUSES

1. If any of the terms, conditions or stipulations of this framework agreement should be considered invalid or illegal during the term thereof, by a court, or a legally competent national or European authority, or by a decision binding on the Parties, said term, condition or stipulation shall be considered null and void and shall not affect the validity, legality or implementation of the other provisions of this framework agreement, except for cases where said term, condition or stipulation is essential for the application thereof.

Commenté [CS(R/SSR/34): Justification: Reworded as per the negotiations led on the Passenger outline

2. If one of the terms, conditions or stipulations of this framework agreement was considered null or illegal in accordance with the provisions of 1) above, the Parties shall do their utmost to agree on the amendments to be made hereto to replace the term, condition or stipulation in question, to ensure this framework agreement is fully effective between the Parties, as per the initially agreed equilibrium.

ARTICLE 19. NON-WAIVER PROVISION

It is explicitly agreed by the Parties that if one Party does not ensure the strict application of the conditions of this framework agreement, this shall never constitute renunciation of any of the rights contained therein.

ARTICLE 20. INDEPENDENCE OF THE PARTIES

This framework agreement is not intended and should not be interpreted as giving rise to the signing of a mandate or the creation of a de facto partnership between the Parties. Neither Party shall be authorised to commit the other Party contractually or to make statements in their name.

ARTICLE 21. COSTS

Each Party shall bear all costs incurred by them for the preparation, negotiation, performance and implementation of this framework agreement.

ARTICLE 22. INTERPRETATION

The appendices form an integral part of this framework agreement. The terms and expressions used in the appendices are defined as in the framework agreement.

ARTICLE 23. LAW GOVERNING THIS FRAMEWORK AGREEMENT

This **framework agreement** is governed by French law.

ARTICLE 24. DISPUTE BETWEEN THE PARTIES

24.1. Dispute resolution

24.1.1. Amicable dispute settlement

With a view to jointly find a definitive solution to any dispute that may arise in the performance of this Framework Agreement and for which the Parties have been unable to reach an agreement within the Monitoring Committee, the Parties agree that they may submit the dispute to the [...to be completed] for SNCF Réseau and to the [...to be completed] for the Framework Agreement Customer, or to their equivalent within each Party (hereinafter, "the first-level representatives").

The latter shall endeavour to settle the dispute fairly, within thirty (30) calendar days of being notified by the secretariat of the Monitoring Committee by email, accompanied by a note drawn up and validated by the Monitoring Committee, to ensure the dispute is examined under the best possible conditions. More specifically, this note shall set out the grounds for the request, the claims of the requesting party, and the evidence to support the request to enable the first-level representatives of the Parties to examine the dispute as soon as possible and implement their best efforts to resolve it within the aforementioned time frame.

Commenté [CS(R/SSR/35): Justification: Modification of the article as per the negotiations led on the Passenger outline. It seemed preferable to provide for an internal dispute escalation process for each party in order to resolve these amicably, before calling upon a third party

Failing any resolution of the dispute within this period, the Parties agree to submit the dispute for final resolution to the Chair & Chief Executive Officer of each Party or his/her equivalent within each Party, or if either of these persons is unavailable, to the persons designated for this purpose (hereinafter, "the second-level representatives").

The latter shall examine the dispute as soon as possible and apply their reasonable efforts to resolve the dispute fairly within thirty (30) calendar days of being notified by registered letter with acknowledgement of receipt. This letter shall be accompanied by the aforementioned note along with a progress report drawn up by the first-level representatives, to ensure the dispute can be examined by the second-level representatives under the best possible conditions.

Should the Parties' second-level representatives fail to resolve the dispute following this process, either Party may submit the dispute in writing for final resolution by a court of law under Article 24.1.2 below, it being specified that the Parties may always have recourse to a conciliation procedure by mutual agreement.

The conciliation procedure shall be initiated by a letter with acknowledgement of receipt sent to the other Party. The latter shall have a period of ten (10) calendar days to indicate whether it accepts the conciliation principle and, if so, to appoint a conciliator. The Party initiating the conciliation shall then have a period of seven (7) calendar days to appoint a conciliator. The Parties may also agree on the choice of a single conciliator. The Parties shall share the costs of the conciliation equally.

The selected conciliators must be natural persons, external to the Parties, offering guarantees of independence and professionalism.

Unless the Parties agree otherwise, the conciliation procedure must be completed within sixty (60) calendar days of the appointment of the last conciliator.

24.1.2. Dispute resolution by a court of law

Any unresolved dispute may be submitted to the exclusive jurisdiction of the Paris courts, notwithstanding plurality of defendants or the introduction of third parties, even for emergency or summary proceedings.

24.2. Recourse in front of the Transports Regulation Authority

The appeal procedures mentioned above shall not prevent either Party from lodging an appeal with the relevant Transports Regulation Authority.

ARTICLE 25. LIST OF APPENDICES

The appendices to this agreement are:

- Appendix 1: Capacity Covered by the Framework Agreement.

Drawn up in Paris as two (2) original copies, one (1) for each of the Parties,

By express agreement equivalent to agreement on proof, the Parties agree to sign this framework agreement electronically in accordance with the provisions of Articles 1366 et seq. of the French Civil Code. The Parties agree to recognise this electronic signature as having the same value as their handwritten signature and to confer an exact date to that attributed to the signature of this document by the DocuSign service. It should also be noted that the requirement for several originals set out in article 1375 of the French Civil Code is deemed to be met for contracts in electronic form when the document is drawn up and stored in accordance with Articles 1366 and 1367, and the process enables each Party to have a copy on a durable medium or to have access to it.

Commenté [CS(R/SSR/36): Justification: Ajout d'un paragraphe optionnel en cas de volonté des parties de signer électroniquement

On

For SNCF Réseau
Sales Director

On

For the Framework Agreement Customer

APPENDIX 1: CAPACITY COVERED BY THIS FRAMEWORK AGREEMENT

This appendix shall be considered confidential information.

1. Capacity characteristics

For each timetable and period within a timetable:

- **connexions (origins-destinations)**
- **timetable positioning and journey times**
- **regime**
- **seasonal adjustments (weekly, monthly)**

2. Deductible level

2.1 For each timetable, pursuant to Article 5 of this framework agreement:

2.1.1 The deductible level granted to the Framework Agreement Customer is **(to be completed)** of the total Capacity that the Framework Agreement Customer has committed to order and not modify until the timetable certification date

2.1.2 For each timetable, the deductible level (1) granted to SNCF Réseau on publication of the timetable is **(to be completed)** of the total Capacity that SNCF Réseau has committed to allocate to the Framework Agreement Customer.

The deductible level (2) granted to SNCF Réseau on the timetable certification date is **(to be completed)** of the total Capacity that SNCF Réseau has committed to allocate to the Framework Agreement Customer.

2.1.3 The compensation due by SNCF Réseau to the Framework Agreement Customer is that calculated on the timetable certification date, taking into account the deductibles provided for at outbound/return level.