

APPENDIX 3.3

OUTLINE OF A FRAMEWORK AGREEMENT FOR INFRASTRUCTURE CAPACITY BETWEEN SNCF RESEAU AND THE COMPANY

XXX

(Reference No. ...)

BETWEEN

SNCF RESEAU Société Anonyme (SA), with share capital of five hundred million euros, entered on the Bobigny Trade and Companies Register under no. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau, CS 80001, 93200 Saint-Denis, represented by Arnaud SOHIER, Sales Director,

on the one hand,

AND

The authorised candidate / railway undertaking XXX, hereafter called the "**Framework Agreement Customer**", (form of company) with a capital of euros, entered on the Trade and Companies Register of, under No., with registered headquarters at represented by.....(surname, name, job title),

on the other hand,

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

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FOREWORD

1. A framework agreement is a mutual contractual commitment based on Infrastructure Capacity, over a period greater than that of a Timetable, that a railway undertaking/authorised applicant, hereafter referred to as the “Framework Agreement Customer”, will undertake to order and that SNCF Réseau will undertake to allocate.
2. The characteristics of the Infrastructure Capacity covered by framework agreement will be described in detail and will remain constant through the duration of the framework agreement.

On the other hand, the framework agreement does not provide a detailed definition, for each Timetable covered, of the Train Paths which will be ordered annually by the Framework Agreement Customer.

3. The procedures for ordering and allocating Train Paths are executed, for each Timetable concerned, in accordance with what is laid down in the Network Statement in force for each Timetable.
4. 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 will not preclude the use of the infrastructure concerned by other SNCF RÉSEAU customers.
5. In accordance with Article L.2133-3 of the Transport Code and at the request of the Parties, the draft framework agreement was submitted to the Transport Regulation Authority prior to signature by the two Parties in order to obtain a recommendation.
6. 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": "possibility of scheduling the train paths requested for a section of infrastructure during a given period" (Article L.2122-3 of the Transport Code).

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

"Certification": Certification of the service takes place around one month before the start of each annual service.

"National Rail Network Statement": 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 from April (Y-1) to July (Y-1) based on the requests submitted before the deadlines by railway undertakings and authorised candidates:

- An initial draft timetable is sent to applicants in July (Y-1).
- The draft of the definitive service is sent to applicants in August (Y-1).
- The definitive timetable is finalised at the beginning of September (Y-1).

The timetable is then adapted continuously as necessary from September (Y-1) until D to take account of late and last minute train path requests, as well as interval requests.

"Confidential Information": designates the Appendix to this agreement and all information in any form (particularly of a technical, commercial, financial, accounting, legal and administrative nature) provided, by whatever means, to either Party or its representatives or councils as part of this framework agreement or in connection with the negotiation of this framework agreement (including during informal discussions and negotiation discussions), which may not be made known, either directly or indirectly, in whatever medium, to third parties, its employees, representatives, bankers or advisers, excluding those who need to know this Confidential Information for the normal performance of the obligations subject to this framework agreement. Furthermore, the Parties undertake to ensure that before any information is divulged to third parties the latter must sign a statement of confidentiality.

"Train path": "the term "train path" should be understood as meaning 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": a train path for a given day.

ARTICLE 1 – OBJECT

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 in April of the year Y-1 (at the latest on the second Monday of the month of April preceding the date of application of the relevant Timetable) and to keep unchanged until the Certification date of the Timetable in November Y-1.
- SNCF Réseau undertakes to have allocated at the publication of the Timetable in September Y-1 and at the latest at the Certification date of the Timetable in November Y-1, for each year Y within the scope of this agreement.

The characteristics of the Infrastructure Capacities, covered by this agreement, are described in Appendix 1.

This agreement governs neither the conditions of operational use of the infrastructure of the national rail network nor the conditions of use of Train Paths once these have been allocated. These provisions are covered by the contract for use of the infrastructure or the contract for allocation of train paths.

FIRST SECTION: RIGHTS AND OBLIGATIONS OF THE PARTIES CONCERNING THE INFRASTRUCTURE CAPACITY

ARTICLE 2 – OBLIGATIONS OF SNCF RÉSEAU

- 1) SNCF Réseau undertakes, in its capacity as infrastructure manager of the national rail network, to allocate to the Framework Agreement Customer, for each Timetable covered by the duration of this agreement, the Infrastructure Capacity described in Appendix 1.

SNCF Réseau's obligations concern, as regards Infrastructure Capacity, the following points:

- the number of Train Path-Days to allocate, less the threshold,
- the origins/destinations of these Train Paths,
- the timetable positioning and trip times of these Train Paths, including the tolerances,

The above commitments are dependent on a customer order, in consideration of the provisions in Appendix 1 to this agreement.

- 2) SNCF Réseau shall notify the Framework Agreement Customer, for information purposes, in January of Y-1 (before each annual Train Path request) of the Infrastructure Capacity described in Appendix 1 for which it will not be able to give an allocation for the year Y in question, in view of the programme of work published by SNCF Réseau in December Y-2, without pre-empting the capacity allocation process.
- 3) In compliance with the provisions of Directive No. 2012/34 mentioned above, the Train Paths allocated by SNCF Réseau at the beginning of each Timetable may differ from one Timetable to another, provided they comply with the Infrastructure Capacity stipulated in Appendix 1.

ARTICLE 3 – OBLIGATIONS OF THE FRAMEWORK AGREEMENT CUSTOMER

- 1) For each Timetable within the duration of this agreement, the Framework Agreement Customer undertakes to order from SNCF Réseau the number of Train Path-Days corresponding to the characteristics of the Infrastructure Capacity within the tolerances, less the threshold. 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) The Framework Agreement Customer undertakes to keep its order unchanged until the Certification date, in November Y-1.
- 3) For the duration of this agreement, the Framework Agreement Customer undertakes to use convoys that ensure the characteristics of the Infrastructure Capacity indicated in Appendix 1 to this agreement are respected.

ARTICLE 4 – SCOPE OF THE OBLIGATIONS

SNCF Réseau and the Framework Agreement Customer recognise and mutually agree that the obligations undertaken in Articles 2 and 3 of this agreement constitute the essential conditions of this said agreement.

ARTICLE 5 – THRESHOLD

An annual threshold permitted for each of the Parties within the context of their Capacity Infrastructure commitments shall be set up. The level of this threshold granted to each Party shall apply as a number of Train Path-Days and is specified in Appendix 1.

The principle of this threshold is as follows:

- compensation owed by the Framework Agreement Customer to SNCF Réseau is only to be paid if the number of Train Path-Days requested by the Framework Agreement Customer is less than the total number of Train Path-Days corresponding to the Infrastructure Capacities less the threshold. The threshold the Framework Agreement Customer shall apply on the service order date (at the latest on the second Monday of the month of April preceding the date of application of the relevant Timetable). The threshold rate applies at outbound/return level.
- compensation owed by SNCF Réseau to the Framework Agreement Customer is only to be paid if the number of Train Path-Days allocated by SNCF Réseau is less than the total number of Train Path-Days corresponding to the Infrastructure Capacities less the threshold, with the understanding that the threshold for SNCF Réseau applies in September Y-1 and in November Y-1 under the conditions set in the Appendix. The threshold rate applies at outbound/return level.

ARTICLE 6 – SUSPENSION OF COMMITMENTS AND TERMINATION

6.1 Suspension due to events outside the Parties' control

The commitments undertaken 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 cause of the non-execution or partial execution of their obligations is the occurrence of one of the events outside their control set forth below:

- In the case of force majeure, which shall be any irresistible, unpredictable event outside the control of the Parties, making it impossible for one or the other of the Parties to this agreement to fulfil its obligations in full or in part.
- 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.
- Adoption of a law, regulation or decision by the State, ARAFER or an institution of the European Union that significantly affects capacity allocation and the performance of transport services during the period of application of this framework agreement and prevents the Parties from fulfilling their obligations, in whole or in part, such as major decisions pertaining to a capacity reinforcement plan set out in Article 26 of Decree No. 2003-194 or requests for defence or public safety purposes.
- 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 Paths pertaining to this framework agreement have been ordered. In this hypothesis, the Framework Agreement Customer may request the suspension of its commitments for the Train Paths that have become non applicable due to the termination of the commercial contract. In order to do so, it must inform SNCF Réseau, by e-mail, accompanied by all useful supporting evidence, sent to the referent account manager, as soon as possible and within 15 days at the latest from the date on which it receives 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 one of the events mentioned above, these shall be suspended automatically throughout the duration of the 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.

If an event set out in the sub-paragraphs above affects all or part of the performance of this framework agreement, the Parties shall come together to agree in good faith the arrangements that may be made to preserve their reciprocal interests.

6.2 Suspension due to events affecting one of the Parties

The commitments undertaken 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 cause of the non-execution or partial execution of their obligations is 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 the agreement (such as suspension or cancellation of its railway undertaking licence), being placed in court-supervised liquidation or loss (for whatever reason) of its right to benefit from the railway Infrastructure Capacity;
- For SNCF Réseau: suspension or total or partial removal of its safety authorisation.

The occurrence of such an event, likely to cause a suspension of the obligations, must be reported by the defaulting Party in accordance with the conditions set in Article 16 of this contract.

Once the conditions that justified the suspension of the agreement are no longer fulfilled, all the terms of this agreement shall again be applicable. On the other hand, if, at the end of a three-month period, the defaulting Party has not remedied the conditions that justified the suspension of the framework agreement, the other Party may inform the defaulting Party that it is terminating the agreement, without prejudice to the compensation due once the existence of direct, genuine and certain injury has been proven.

ARTICLE 7 – COMPENSATION AS A CONSEQUENCE OF A FAILURE TO MEET THE OBLIGATIONS REGARDING TRAIN PATH-DAYS

Any Party which fails to respect its commitments under the framework agreement shall compensate the other Party. This compensation will be assessed:

- For the Framework Agreement Customer (Art. 7.1) from the order date of the Train Paths (between December Y-2 and April Y-1) until the Certification date of the Timetable in November Y-1,
- For SNCF Réseau (Art. 7.2) on the publication (in September Y-1) and on the Certification date (in November Y-1) of the Y Timetable.

In the event of modification or cancellation of its order, observed between April Y-1 and the Certification date, the Framework Agreement Customer shall remain liable for the penalties owed to SNCF Réseau stipulated in Article 7.1 below and SNCF Réseau will no longer be bound by the commitments defined in Article 2 of this framework agreement.

7.1 Cases of compensation to the benefit of SNCF Réseau

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

However, compensation shall not be owed for the non-request of Train Path-Days that:

- are part of the threshold, as defined in Article 5,
- are covered by a case defined in Article 6.

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

For the Y Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of **(to be completed)** updated using the change index set in the Network Statement for the Y Timetable (depending on the case):

- for freight tolls,
- for contracted passenger tolls,
- for non-contracted passenger tolls,

For the Y+1 Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of the Y Timetable compensation, updated using the change index set in the Network Statement for the Y+1 Timetable (depending on the case):

- for freight tolls,

- for contracted passenger tolls,
- for non-contracted passenger tolls,

For the Y+2 Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of the Y+1 Timetable compensation, updated using the change index set in the Network Statement for the Y+2 Timetable (depending on the case):

- for freight tolls,
- for contracted passenger tolls,
- for non-contracted passenger tolls,

(to be completed depending on the duration of the contract)

7.2 Cases of compensation to the benefit of the Framework Agreement Customer

The Train Path-Days not allocated corresponding to the characteristics of the infrastructure capacities shall give rise to compensation to be paid to the Framework Agreement Customer within the limits of and in accordance with the following conditions.

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

- have not been ordered in accordance with Article 3 or which have been subject, after being ordered, to modification or cancellation by the Framework Agreement Customer, occurring between the order in April Y-1 and the Certification date,
- are part of the threshold, as defined in Article 5,
- are covered by a case defined in Article 6.

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

For the Y Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of ***(to be completed)*** updated using the change index set in the Network Statement for the Y Timetable (depending on the case):

- for freight tolls,
- for contracted passenger tolls,
- for non-contracted passenger tolls,

For the Y+1 Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of the Y Timetable compensation, updated using the change index set in the Network Statement for the Y+1 Timetable (depending on the case):

- for freight tolls,
- for contracted passenger tolls,
- for non-contracted passenger tolls,

For the Y+2 Timetable, for each single Train Path-Day, the total amount of compensation to which SNCF Réseau is entitled is equal to the sum of the Y+1 Timetable compensation, updated using the change index set in the Network Statement for the Y+2 Timetable (depending on the case):

- for freight tolls,
- for contracted passenger tolls,
- for non-contracted passenger tolls,

(to be completed depending on the duration of the contract)

7.3 Renunciation

The Parties expressly agree that the payment of compensation agreed under the conditions set out in Articles 7.1 and 7.2 shall cover any harm suffered by one of the Parties. This compensation is deemed to cover all failures to meet the obligations stipulated in this framework agreement, except in the case of compensation likely to be paid in application of Articles 11 and 12 of this agreement.

In return for the payment of such compensation, the Parties shall renounce all other claims or amicable or legal action which would be based on the failure to meet the obligations regarding Train Path-Days corresponding to the characteristics of the Infrastructure Capacity.

ARTICLE 8 – PRINCIPLES GOVERNING THE USE OF INFRASTRUCTURE CAPACITY

- 1) It should be noted that the Framework Agreement Customer may not transfer the Infrastructure Capacity or the related Train Paths to a third party. 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 Article 3.2 of this agreement.
- 3) According to the terms and conditions set out in Article 11 of the aforementioned implementing 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 9 – REQUESTING TRAIN PATHS AND THE APPLICABLE CHARGES

- 1) When, on Certification of a Timetable, SNCF Réseau has allocated the Framework Agreement Customer Train Paths consistent with the characteristics of the Infrastructure Capacity; the Framework Agreement Customer shall undertake to pay SNCF Réseau the charges for the use of the national rail network relevant to these Train Paths according to the scale of charges and the conditions in force for the Timetable in question.
- 2) As the obligations undertaken by the Framework Agreement Customer under the terms of Article 3.1 of this framework agreement constitute an essential condition, the charges connected to the Train Paths covered by the Infrastructure Capacity ordered by the latter for each Timetable shall remain in any event due to SNCF Réseau.

The Framework Agreement Customer may therefore not claim that any possible regulatory or contractual provision relating to the non-invoicing or the reimbursement, in whole or in part, of the charges for the cancellation of these Train Paths (including all requests for modifications submitted by the Framework Agreement Customer, on the basis of characteristics that are not compliant with Appendix 1, and accepted by SNCF Réseau) during the Timetable period is applicable.

SECOND SECTION: ENTRY INTO FORCE, DURATION, MODIFICATION OF THE AGREEMENT

ARTICLE 10 – ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

This framework agreement enters into force for the XXX Timetable and will continue until the end of the XXX Timetable.

ARTICLE 11 – MODIFICATION OF THE AGREEMENT

- 1) Modifications to the terms and conditions of this agreement may be envisaged if a change in the normative or economic context results in the necessary upheaval of the general economic conditions of this agreement, with it being understood that the Parties must have agreed on such a modification before the end of the service order period, i.e. in April Y-1 at the latest.

These modifications shall take the form of a written addendum to this agreement.

- 2) In accordance with Article 42.3 of Directive 2012/34, SNCF Réseau may modify or limit this framework agreement in order to ensure better use of railway infrastructure, when no other solution to achieve this objective can reasonably be implemented. For the application of this article, “better use of infrastructure” is defined as maximising the economic and social utility of the railway mode, and is measured according to the methods most commonly accepted and implemented by public authorities and economic players, particularly those undertaken in application of Articles L.1511-1 and L.1511-2 of the Transport Code. The modifications or limitations above may concern the Infrastructure Capacity described in Appendix 1, insofar as SNCF Réseau shall first adapt the characteristic of the Capacity (such as the trip time or the timetabled departure of 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 or limitations to 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 of the right of SNCF Réseau to implement modifications or limitations to the terms of this framework agreement.

- 3) In accordance with § 4 of Article 9 of the aforementioned regulation No. 2016/545, and subject to application of § 2 of Article 8 of said regulation, if the coordination procedure should fail and the framework agreement requested by another candidate allows for better use of the infrastructure, SNCF Réseau shall request modification of the capacity allocated under this agreement.
- 4) According to the terms and conditions set out 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 does not use all or part of the Framework Capacity during a period exceeding one month, without having informed SNCF Réseau at least one month in advance and with the exception of grounds outside of its control, in order to propose the freed up capacity to other candidates.

The decision taken by SNCF Réseau may give rise to compensation to the Framework Agreement Customer, when the latter:

- makes an express request by sending a registered letter with acknowledgement of receipt for the attention of the referent account manager within a period of 3 months following notification of the modification or limitation and
- proves, through useful supporting documents, that this decision causes direct, real and certain prejudice.

THIRD SECTION: MISCELLANEOUS PROVISIONS

ARTICLE 12 – DUTY OF INFORMATION AND CONDITIONS FOR MONITORING THIS AGREEMENT

12.1 Duty of information

The Parties hereby agree to keep each other informed, at all times and at the earliest opportunity, of any event, circumstance or information of any kind that is likely to have a significant impact on the performance of this agreement.

12.2 Conditions for monitoring the performance of this agreement

An annual dashboard shall be drawn up with the aim of monitoring the fulfilment of these reciprocal obligations for each train path of the framework agreement. It shall be drafted by the Commercial Division of SNCF Réseau.

This dashboard will highlight any discrepancies with regard to the commitments made by each of the Parties.

Discrepancies recorded will be shared between the Parties during an annual meeting to be convened and will be used as a basis for the evaluation of any compensation owed by each Party to the other.

ARTICLE 13 – PAYMENT OF THE SUMS DUE AS PART OF THIS AGREEMENT

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

Any challenges will be handled in accordance with the procedures and conditions set out in the same documents.

- 2) Any compensation due in application of Article 7 of this framework agreement will be invoiced annually by each Party to the other Party on the basis of failure to meet obligations validated by the representatives of the Parties indicated in Article 15 of this framework agreement.

The sums due as compensation fall outside the scope of application of VAT and are therefore invoiced excluding tax; the payment and invoice dispute conditions are exactly the same as for the charges for using the infrastructure.

ARTICLE 14 – TRANSFER OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES

Neither Party may transfer any of its rights or obligations under the scope of this agreement without the prior written consent of the other Party.

ARTICLE 15 – NOTIFICATIONS

Any notification, report, invoice or other communication between the Parties required for the performance of this agreement must be made in French and addressed to the correspondents mentioned in this article, with the understanding that one or other of the Parties may change its address or the name of the correspondent by giving the other Party a minimum of five days' written notice in accordance with the provisions of this article.

SNCF RÉSEAU	FRAMEWORK AGREEMENT CUSTOMER
Arnaud SOHIER Group Business Development Director 174 avenue de France 75013 PARIS	<i>To be completed.</i>

Except where provisions contradict this agreement, all notifications between the Parties must be made in writing and sent to the correspondents mentioned in this article. The notification shall be considered validly carried out if it is sent by normal post or as a registered letter with acknowledgement of receipt, by fax where the sender receives confirmation that the entire document has been transmitted to the recipient or by electronic means offering a sufficient degree of reliability and making it possible to assign an exact date.

Notifications shall take effect on the first working day after they have been received.

For the implementation of this article, the date on which notifications shall be considered received are as follows:

- notifications sent by normal post shall be considered received two (2) days after they have been sent,
- notifications sent by registered letter shall be considered received on the date of receipt as given on the acknowledgement of receipt,
- notifications sent by the other methods referred to above shall be considered received on the date they are sent.

The Parties expressly agree that this article purports exclusively to govern and determine the conditions for notifications applicable to the specific elements connected with this agreement (works possession periods, invoices, compensation and thresholds, disputes regarding compensation and thresholds, etc.) and that notifications and exchanges between the Parties relating to the Train Paths (Train Path requests, allocation and cancellation) shall be governed by the relevant applicable rules, procedures and tools.

ARTICLE 16 – CONFIDENTIALITY

- 1) The two Parties shall undertake not to disclose confidential information of a commercial nature in this agreement, including its appendices, to third parties, without the prior formal agreement of the other party, unless:
 - forced to do so by the laws and regulations in force or by a public administration or any other authority or jurisdiction;

- 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 divulged.
- 2) In cases where one Party is obliged to divulge 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 will be communicated in advance to the other Party, if the law allows.
 - 3) More particularly, SNCF Réseau shall respect the confidentiality of the information of a commercial nature transmitted to it by the Framework Agreement Customer in connection with the management of the Infrastructure Capacity offered to it under the terms of this framework agreement. However, 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 Paths allocated after the Timetable construction process and corresponding to the Infrastructure Capacity.

ARTICLE 17 – INVALIDITY OF CERTAIN CLAUSES

- 1) Should one of the terms, conditions or stipulations of this agreement be considered null or illegal for the duration of this agreement, by a court, an arbitration tribunal, a governmental or regulatory authority or any other French administration, or national or European body, this term, condition or stipulation shall be considered as null and void and shall not affect the validity, legality or implementation of the other provisions of this agreement, except where this term, condition or stipulation is essential for the application of this agreement.
- 2) If one of the terms, conditions or stipulations of this agreement has been 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 to this agreement to replace the term, condition or stipulation in question, so that this agreement is fully effective between the Parties, both financially and practically.

ARTICLE 18 – NON-RENUNCIATION

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

ARTICLE 19 – INDEPENDENCE OF THE PARTIES

This 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 20 – FEES

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

ARTICLE 21 – INTERPRETATION

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

ARTICLE 22 – LAW GOVERNING THIS FRAMEWORK AGREEMENT

This agreement is governed by and interpreted according to French law. This principle shall apply to both substantive and formal rules.

ARTICLE 23 – DISPUTES BETWEEN THE PARTIES

23.1 Settlement of disputes via conciliation or court procedures

Any disputes arising between the Parties in the course of the execution of this agreement may be resolved through a conciliation process without any prejudice for one or the other Party's having recourse to emergency procedures in order to protect its rights or to take primary control of the regulation of the railway operations.

A conciliation process is initiated with a registered letter with acknowledgement of receipt addressed to the other party.

The chosen conciliators must be natural persons who are impartial to both parties and who can furnish guarantees of independence and professionalism, with each Party then appointing one such person, unless they agree on a single conciliator, in which case such a conciliator shall act with the costs shared.

In the event that the conciliation process should fail, the matter may be initiated, when appropriate, to the Paris courts to examine the disputes, irrespective of the number of defendants or introduction of third parties, even in the event of urgent referrals or emergency injunctions.

23.2 Appeals to the Railway and Road Regulation Authority (ARAFER)

The appeal procedures mentioned above shall not prevent one or other of the Parties from lodging an appeal with the relevant railway regulation authority.

ARTICLE 24 – LIST OF APPENDICES

The appendices to this agreement are:

- Appendix 1: Infrastructure Capacity covered by the framework agreement.

Done in two original copies, one for each Party, in Paris,

On

For SNCF Réseau

Arnaud SOHIER

Group Business Development Director

On

For the framework agreement customer

APPENDIX 1: INFRASTRUCTURE CAPACITY COVERED BY THE FRAMEWORK AGREEMENT

This appendix shall be considered Confidential Information.

1. Characteristics of the Infrastructure Capacity

For each Timetable and per time period within a Timetable:

- **connections (origins-destinations)**
- **timetable positioning and trip times**
- **schedule**
- **seasonal adjustments (weekly, monthly)**

2. Deductible Level

2.1 For each Timetable, pursuant to Article 5 of this document:

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

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

The deductible level (2) granted to SNCF Réseau as of the Certification date of the Timetable is **(to be completed)** of the total Infrastructure Capacity that SNCF Réseau has committed to awarding to the Framework Agreement Customer.

2.1.3 The compensation owed by SNCF Réseau to the Framework Agreement Customer is the average of the amounts of compensation calculated at the Certification date of the Timetable, taking the deductibles envisaged at outbound/return level into account.

In the hypothesis of an increase in the compensation owed by SNCF Réseau to the Framework Agreement Customer on the Certification date, only the Certification results will be taken into account.