

Framework Agreement template

No. 60/012/..../....

¹ concluded in electronic form on the date of the last Party's qualified electronic signature, by and between:

² concluded on in Warsaw, by and between:

PKP Polskie Linie Kolejowe Spółka Akcyjna

address: 03-734 Warszawa (Warsaw), ul. Targowa 74

NIP: 113-23-16-427,

REGON (Business Statistical ID): 017319027,

entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000037568,

fully paid-up share capital PLN,

hereinafter referred to as **Infrastructure Manager**,

represented by:

1.

2.

and

.....

address:,

NIP:,

REGON (Business Statistical ID):,

entered into the Register of Entrepreneurs kept by the District Court,
Commercial Division of the National Court Register under KRS No.;

fully paid-up share capital³,

hereinafter referred to as **Applicant**

represented by:

1.

2.

hereinafter jointly referred to as **Parties** and each of them separately as **Party**.

¹ occurs in the case of an agreement concluded electronically.

² occurs in the case of a written Agreement.

³ the expression 'fully paid up' occurs in the case of a Joint Stock Company.

§ 1. Definitions

The terms used in the Agreement shall have the following meaning:

- 1) **Agreement** - this agreement, i.e. a contract for the requisition of capacity in a period which exceeds the valid time of RRJ, as defined in Article 4(9c) of the Railway Transport Act;
- 2) **Annual Timetable** - the timetable in force between two consecutive timetable changes occurring from midnight on the second Saturday in December;
- 3) **Statement** - network Statement defining the principles for allocation of capacity and use of this capacity within the given Annual Timetable, prepared by the Infrastructure Manager and available on the website www.plk-sa.pl;
- 4) **capacity** - the operations and traffic ability of a rail road to allow trains to run on it in a given period of time;
- 5) **framework capacity** - the capacity reserved under the Agreement;
- 6) **timeframe** - a two-hour period during which PLK reserves framework capacity for a planned train path, during which time train paths are to be allocated as part of the preparation of the Annual Timetable;
- 7) **Act on the Goods and Services Tax** - the Polish Act of 11 March 2004 on the goods and services tax ⁴(consolidated text: Journal of Laws of 2024, item 361, as amended);
- 8) **Act on Counteracting Excessive Delays in Commercial Transactions** - the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions ⁵(consolidated text: Journal of Laws of 2023, item 1790).
- 9) **Railway Transport Act** - Act of 28 March 2003 on railway transport ⁶(consolidated text: Journal of Laws of 2024, item 697, as amended);

§ 2. Applicant's declaration

⁷ The applicant declares that, as at the date of conclusion of the Agreement, it holds a valid RU licence and a valid safety certificate.

In the event of a change, suspension or revocation of any of the documents indicated in the preceding sentence, the Applicant undertakes to immediately inform the Infrastructure Manager of this fact in writing or electronically (a PDF file bearing a valid qualified electronic signature) by sending a statement together with a copy of the administrative decision to the Infrastructure Manager's address as indicated in § 6(3)(1).

⁸The Applicant declares that, as at the date of the Agreement:

- a) it does not hold an RU licence;
- b) it does not have a uniform safety certificate.

If the Applicant obtains any of the documents indicated in the preceding sentence, as well as in the event of its amendment, suspension or revocation, the Applicant undertakes to immediately inform the Infrastructure Manager of this fact in writing or electronically (a PDF file bearing a valid qualified electronic signature) by sending a declaration together with a copy of the administrative decision to the Infrastructure Manager's address as indicated in § 6(3)(1).

§ 3. Subject matter of the Agreement

1. The subject matter of the Agreement is the reservation of the framework capacity of a railway line/sections, on the basis of which the Applicant will submit applications for the allocation of train paths under the rules applicable to the Annual Timetable, in accordance with the provisions of the Statement.
2. The framework capacity of the railway lines/sections in the following Annual Timetables is set out in **Appendix 1**.
3. The routes of the planned train paths for which framework capacity has been reserved are set out in **Appendix 2**.

⁴The address of publication in the Journal of Laws is subject to update.

⁵The address of publication in the Journal of Laws is subject to update.

⁶The address of publication in the Journal of Laws is subject to update.

⁷Leave in the case of an applicant who is a railway carrier.

⁸Leave in the case of an applicant who is not a railway carrier.

§ 4. Duties and rights of the Parties to the Agreement

1. In the process of reservation of the framework capacity, the Parties undertake to comply with the rules set out in the Statement.
2. The Applicant, within a given Annual Timetable, shall, within the time limit specified in the Statement, submit applications for the allocation of train paths in the routes specified in **Appendix 2**, using 100% of the reserved framework capacity.
3. The Applicant shall inform the Infrastructure Manager without delay of any intention not to use the framework capacity and shall cancel it.

Cancellation of the framework capacity shall be made in writing to:

PKP Polskie Linie Kolejowe S.A. Head Office
Sales Office

03-734 Warszawa (Warsaw), ul. Targowa 74

Email: ius@plk-sa.pl

4. Cancellation of the framework capacity submitted at least 3 months prior to the deadline for the submission of applications for the allocation of train paths in the relevant Annual Timetable shall result in a reduction in the number of paths reserved and a modification of the Agreement.
5. If the Applicant does not submit applications for the allocation of train paths within the relevant Annual Timetable on the basis of the framework capacity specified in **Appendix 1**, the unused framework capacity shall be released in that Annual Timetable and the Infrastructure Manager shall be entitled to use it at its discretion.

The release of an unused framework capacity shall take place on the expiry of the deadline for submitting applications for the allocation of train paths within the relevant Annual Timetable, as specified in the Statement. This does not constitute a change to the terms of the Agreement and does not require confirmation by means of an amending annex to the Agreement.

6. If the Applicant, within 14 days after the deadline for submitting applications for the allocation of train paths for a given Annual Timetable, does not provide a reason for not submitting the applications referred to in par. 5, or the reason is due to the Applicant's fault, the Infrastructure Manager shall modify the Agreement for the next Annual Timetable by the number of unused paths.
7. The Infrastructure Manager shall allocate to the Applicant the train paths within the Annual Timetable, as set out in **Appendix 2**, for which the framework capacity of the railway lines has been reserved, under the terms of the Annual Timetable.
8. The Infrastructure Manager, in the cases referred to in par. 4, 5 and 6, reserves the right to amend the Agreement to allow better use of the framework capacity of the railway lines.
9. If there is a conflict of the application for a framework capacity between framework agreements and/or other applications for a framework capacity, the Infrastructure Manager, following a coordination process as appropriate in accordance with the rules specified in the Statement, reserves the right to modify the Agreement.
10. The Infrastructure Manager shall carry out periodic consultations with the Applicant twice a year, i.e. in April and October, to revise the Agreement and justify its continuation.
If the actual usage is found to be below 70% of the number of trains on specific railway lines during three consecutive calendar months (January to March or July to September), for which train paths were allocated in the Annual Timetable according to the allocated framework capacity, the Infrastructure Manager shall reduce the framework capacity for those railway lines/sections specified in **Appendix 1** in the future Annual Timetables according to the percentage of non-use.
If the Applicant presents the reasons for the usage of a smaller number of train paths, PLK and the Applicant will jointly determine the size of the framework capacity reduction for the concerned railway lines/sections.

**§ 5. Penalties for non-use of the framework capacity
and the deadlines and method for their payment ⁹**

1. For each train for which framework capacity has been reserved and for which an application for the allocation of a train path has not been submitted within the deadline set for preparation of the Annual Timetable, in the case referred to in § 4(6), the Infrastructure Manager shall charge 100% of the basic fee set for this train run, but not less than PLN 1,000.00 (say: one thousand zlotys and 00/100) net.

The Infrastructure Manager shall issue an invoice within one month after the expiry of the deadline for submitting applications for the allocation of a train path in the Annual Timetable, as specified in the Statement for the relevant timetable.

2. If the Applicant cancels a given framework capacity less than 3 months prior to the deadline for submitting applications for the allocation of a train path in a given Annual Timetable, the Infrastructure Manager shall charge a fee of PLN 100 (say: one hundred zlotys and 00/100) net, for each train concerned by the reserved framework capacity, separately for each timetable.

The Infrastructure Manager shall issue an invoice within 7 days after the cancellation of the framework capacity, in accordance with the applicable regulations, in particular the Act on the Goods and Services Tax.

3. The amounts due according to the invoices shall be paid within 21 days from the date of each invoice - to the bank account of the Infrastructure Manager indicated in the invoice.
4. When invoicing, the due VAT shall be added to the fees, in accordance with the applicable regulations.
5. The Infrastructure Manager declares that the bank accounts specified in the invoices issued are included in the list referred to in Article 96b of the Act on the Goods and Services Tax. Payment under the Agreement may be made using the split payment mechanism in accordance with the provisions of the Act on the Goods and Services Tax.
6. The invoice shall be deemed to have been paid on the date on which the Infrastructure Manager's bank account is credited with an amount equal to the value of the invoice issued.
7. The Infrastructure Manager shall be entitled to charge statutory interest for late payment in accordance with the Act on Counteracting Excessive Delays in Commercial Transactions.
8. The Applicant shall be required to provide financial guarantees as security to cover the Infrastructure Manager's claims.

§ 6. Other obligations of the Parties

1. The Parties undertake to perform their obligations under the Agreement with due diligence.
2. The Parties undertake to inform each other immediately of any circumstances or events affecting the performance of their obligations under the Agreement, including, in particular, those which may have an adverse effect on one or both Parties.
3. The Parties agree that, when communicating information relating to the performance of the Agreement, the following shall be notified:
 - 1) on the part of the Administrator:

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|---|---|
| Name of the organizational unit/entity: | PKP Polskie Linie Kolejowe S.A. Head Office Sales Office |
| Correspondence address: | 03-734 Warszawa (Warsaw), ul. Targowa 74 |
| e-mail: | ius@plk-sa.pl |

⁹ Article 13(1) of Regulation (EU) 2016/545

2) on the part of the Applicant:

| | |
|---|--|
| Name of the organizational unit/entity: | |
| Correspondence address: | |
| e-mail: | |

4. The Parties undertake to inform each other immediately of any changes of the addresses and data indicated in par. 3 above, necessary for the proper performance of the Agreement. Such changes shall not constitute an amendment to the terms and conditions of the Agreement and shall be effective as of the date on which a Party serves notice to the other Party electronically (a PDF file bearing a valid qualified electronic signature) or in writing to the addresses indicated in par. 3 above.

§ 7. Confidential Information

¹⁰OPTION 1 – BILATERAL NON-CONFIDENTIALITY OF THE AGREEMENT

1. The Parties declare that the provisions of the Agreement are of a non-confidential character and do not constitute information being a trade secret, within the meaning of the Unfair Competition Act of 16 April 1993 and a business secret within the meaning of the Act on Access to Public Information of 6 September 2001, of either Party.
2. The Parties undertake to maintain secrecy and not to disclose information, obtained in connection with the implementation of the Agreement to third parties, the disclosure of which could expose the other Party to material or non-material damage, in particular information constituting a trade secret and a business secret within the meaning of the Acts referred to in par. 1.
3. Parties undertake to comply, when implementing the Agreement, with all the provisions contained in applicable legal regulations concerning protection of information.
4. Each Party undertakes not to use the information referred to in par. 2 obtained from the other Party for purposes other than those specified in the Agreement.
5. The obligation referred to in par. 2 shall not apply to commonly known information or making information available under absolutely mandatory provisions of law, in particular upon request of a court, public prosecutor's office, tax and control authorities or the EU institutions.
6. Information shall not be considered as protected when:
 - 1) it has become public information in circumstances which are not the result of an unlawful act or violation of the obligations of the Parties to the Agreement, or
 - 2) it has been approved for dissemination on the basis of the prior consent of the Party to which the information relates expressed either electronically (a PDF file bearing a valid qualified electronic signature) or in writing;
 - 3) it must be disclosed in connection with preparation of financial statements and disclosure obligations related to public trading in securities.
7. Each Party shall exercise due diligence to prevent disclosure or use of confidential information of the other Party by third parties. Each Party undertakes to limit access to confidential information only to those employees or the Party's associates for whom this information is necessary for the performance of their tasks for the other Party and who accepted the obligations under the Agreement.
8. The Parties undertake to apply technical and organisational safeguards to protect the information referred to in paragraph 2 at a level adequate to the risks involved and to inform each other of incidents relating to breaches of the rules on information protection referred to in paragraph 2 and of the measures taken to prevent adverse effects of loss of confidentiality, availability or integrity of the information to be protected under the provisions of this Agreement and the measures taken to prevent similar incidents occurring in the future.
9. The Applicant shall be obliged to become familiar with the current "Information Security Policy at Polskie Linie Kolejowe S.A. for Business Partners of the Company SZBI-lbi-1a", hereinafter referred to as "SZBI-lbi-1a", the

¹⁰An appropriate provision should be selected depending on the Applicant's position regarding the information that constitutes its confidentiality.

content of which is available on the Infrastructure Manager's website <https://www.plk-sa.pl/klienci-i-kontrahenci/bezpieczenstwo-informacji-spolki> and to apply its provisions.

10. Each Party shall be responsible for the persons who perform the tasks entrusted to them on their behalf, in particular for damage caused by their acts or omissions, and for the confidentiality of the information referred to in par. 2 acquired by them in connection with the performance of this Agreement.
11. If protected information is to be sent by electronic means of communication, it is necessary to secure the information against unauthorized access in the manner agreed between the Parties to the Agreement.
12. The obligation set out in par. 2 shall also apply to the Parties after the expiry or termination of the Agreement for a period of 3 years.

¹¹OPTION 2 – UNILATERAL NON-CONFIDENTIALITY OF THE AGREEMENT

1. The Administrator declares that the provisions of the Agreement do not constitute a trade secret of the Administrator's enterprise within the meaning of the Unfair Competition Act of 16 April 1993 and a business secret of the Administrator within the meaning of the Act on Access to Public Information of 6 September 2001.
2. The Applicant declares that the provisions of the Agreement/information¹² relating to:
 - 1)
 - 2)constitute information being a trade secret and the Applicant's business secret within the meaning of the Acts referred to in par. 1.
3. The Parties undertake to maintain secrecy and not to disclose information referred to in par. 2 and information obtained in connection with the performance of the Agreement to third parties, the disclosure of which could expose the other Party to material or non-material damage, in particular information constituting a trade secret and a business secret within the meaning of the Acts referred to in par. 1.
4. The Parties undertake to comply, in the performance of the Agreement, with all the provisions contained in applicable regulations concerning protection of information.
5. Each Party undertakes not to use the information referred to in par. 2 and par. 3 obtained from the other Party for purposes other than those specified in the Agreement.
6. The obligation referred to in par. 2 and par. 3 shall not apply to commonly known information or making information available under absolutely mandatory provisions of law, in particular upon request of a court, public prosecutor's office, tax and control authorities, or the EU institutions.
7. Information shall not be considered as protected when:
 - 1) it has become public information in circumstances which are not the result of an unlawful act or violation of the obligations of the Parties to the Agreement, or
 - 2) it has been approved for dissemination on the basis of the prior consent of the Party to which the information relates expressed either electronically (a PDF file bearing a valid qualified electronic signature) or in writing;
 - 3) it must be disclosed in connection with preparation of financial statements and disclosure obligations related to public trading in securities.
8. Each Party shall exercise due diligence to prevent disclosure or use of confidential information of the other Party by third parties. Each Party undertakes to limit access to the information referred to in par. 2 and par. 3 only to those employees or the Party's associates who require this information for the performance of their tasks for the other Party and who have accepted the obligations under the Agreement.
9. The Parties undertake to apply technical and organisational safeguards to protect the information referred to in par. 2 and par. 3 at a level adequate to the risks involved and to inform each other of incidents relating to breaches of the rules on information protection referred to in par. 2 and par. 3, and of the measures taken to prevent adverse effects of loss of confidentiality, availability or integrity of the information to be protected under the provisions of this Agreement and the measures taken to prevent similar incidents occurring in the future.

¹¹An appropriate provision should be selected depending on the Applicant's position regarding the information that constitutes its confidentiality.

¹²A relevant entry should be made if the Applicant selects Option 2.

10. The Applicant shall be obliged to become familiar with the current “Information Security Policy at Polskie Linie Kolejowe S.A. for Business Partners of the Company SZBI-Ibi-1a”, hereinafter referred to as “SZBI-Ibi-1a”, the content of which is available on the Infrastructure Manager’s website <https://www.plk-sa.pl/klienci-i-kontrahenci/bezpieczenstwo-informacji-spolki>, and to apply its provisions.
11. Each Party shall be responsible for the persons who perform the tasks entrusted to them on their behalf, in particular for damage caused by their acts or omissions, and for the confidentiality of the information referred to in par. 3 acquired by them in connection with the performance of this Agreement.
12. If protected information is to be sent by electronic means of communication, it is necessary to secure the information against unauthorized access in the manner agreed between the Parties to the Agreement.
13. The obligation set out in par. 3 shall also apply to the Parties after the expiry or termination of the Agreement for a period of 3 years.

§ 8. Obligation to provide information performed by the Infrastructure Manager towards persons signing the Agreement on behalf of the Applicant and third parties

1. The Infrastructure Manager, acting under Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, OJ L 119 of 2016, pp. 1-88), hereinafter referred to as “GDPR” would like to inform you that:
 - 1) the Personal Data Controller is PKP Polskie Linie Kolejowe Spółka Akcyjna, with its registered office at the following address: 03-734 Warszawa, Targowa 74;
 - 2) the Administrator uses the following e-mail address: iod.plk@plk-sa.pl of the Data Protection Officer at PKP Polskie Linie Kolejowe S.A., which has been made available to persons whose personal data is processed by the Administrator;
 - 3) personal data will be processed for the purpose of:
 - a) ensuring efficient and correct implementation of the Agreement;
 - b) keeping the documentation in case of control by authorised bodies and entities;
 - c) transferring the documentation to the archives, and then its permanent removal and destruction;
within the following scope: ordinary data - given name, surname, position held, place of employment, contact details indicated in § 6(3), as well as in the case of submitting a power of attorney, statements and other documents - the personal data contained therein;
 - 4) the legal basis for the processing of personal data by the Administrator is Article 6(1)(c) and (f) of the GDPR, whereas the legitimate interest of the Administrator is indicated by the necessity to conclude the Agreement and its proper performance in accordance with the binding and applicable provisions of law;
 - 5) personal data may be made available to other recipients on the basis of the law, in particular to processors on the basis of concluded agreements;
 - 6) personal data shall not be transferred to a country outside the European Economic Area (third country) or an international organisation within the meaning of the GDPR;
 - 7) personal data shall be stored in accordance with the provisions of law during the term of the Agreement and for the period in which the administrator will achieve goals resulting from the legitimate interests of the data controller which are substantially related to the Agreement or obligations resulting from the provisions of generally applicable law;
 - 8) you have the right to request access to your personal data, its rectification, deletion or limitation of processing as well as the right to object to its processing and to transfer the data;
 - 9) you have the right to file a complaint to the supervisory body, i.e. the President of the Office for Personal Data Protection.
 - 10) The Infrastructure Manager will not carry out automated decision making, including profiling on the basis of personal data provided.
2. The Applicant undertakes to inform on behalf of the Administrator all natural persons directed by the Applicant to perform the Agreement and natural persons conducting business activity, indicated by the Applicant as a subcontractor, and whose personal data will be transferred at the time of signing of the Agreement and during the performance of the Agreement, about:

- 1) the fact of providing personal data to the Infrastructure Manager;
 - 2) processing of personal data by the Infrastructure Manager.
3. Pursuant to Article 14 of the GDPR, the Applicant undertakes to perform, on behalf of the Administrator, the duty to inform the persons referred to in par. 2, providing them with the content of the information clause referred to in par. 1, at the same time indicating to such persons the Applicant as the source of the personal data which shall be at the Company's disposal.
4. Any change in terms of natural persons whose personal data will be transferred during the conclusion of the Agreement and during the implementation of hereof shall also require the fulfilment of the obligations referred to in par. 2 and 3.

§ 9. Final Provisions

1. The Agreement shall be valid from until (*for a period of up to 5 years*), binding the Parties for the period of consecutive Annual Timetables for which the Infrastructure Manager will reserve railway line capacity, i.e. for timetables .../..., .../...
The Agreement may be renewed for further five-year periods.
2. Any amendment to the Agreement shall require the following form:
- electronic (a PDF file bearing a valid qualified electronic signature) on pain of nullity, in the form of an amending annex forming an integral part thereof, subject to:
¹³ written form on pain of nullity, in the form of an amending annex forming an integral part thereof, subject to:
 - 1) § 4 (5)
 - 2) § 6 (4)
3. The Agreement shall be governed by the laws in force in the territory of the Republic of Poland. In matters not covered by the Agreement, the relevant provisions of the Statement and generally applicable laws shall apply. In the event of a change in generally applicable laws, the Parties shall adapt the provisions of the Agreement to the amended laws.
4. The Infrastructure Manager shall have the right to terminate this Agreement with immediate effect in the event of a modification, suspension or revocation of the Infrastructure Manager's licence or safety certificate or in the event of expiry or termination of any agreement for the allocation of capacity in the timetable covered by this Agreement, which shall result in the release of the framework capacity reserved for the Applicant.
5. The Infrastructure Manager may terminate the Agreement with immediate effect in the event of emergencies relating to the security and defence of the State.
6. The Infrastructure Manager, in discharging its obligation under Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions, declares that it has the status of a large entrepreneur within the meaning of the aforementioned Act.
7. The Parties undertake to resolve disputes concerning the Agreement through negotiation. If no agreement is reached, the dispute shall be referred to the court of competent jurisdiction for the Infrastructure Manager's registered office.
8. A copy of the Agreement initialled by the Parties shall be submitted by the Infrastructure Manager to the President of the Railway Transport Office for approval, in accordance with the provision of Art. 31(6) of the Railway Transport Act.
9. ¹⁴ The Agreement is concluded in two counterparts, one for each Party, initialled on each page. A copy of the Agreement not bearing the features referred to in the preceding sentence may not constitute evidence of the arrangements contained therein.

¹³ It occurs in the case of a written Agreement.

¹⁴ It occurs in the case of a written Agreement.

10. The appendices forming an integral part of the Agreement:
- 1) Framework capacity of railway lines/sections managed by PKP Polskie Linie Kolejowe S.A.;
 - 2) Routes of planned train paths for which framework capacity has been reserved;

for the Infrastructure Manager:

for the Applicant:

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| Full name Function in accordance with the National Court Register | Full name Function in accordance with the National Court Register |
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| Full name Function in accordance with the National Court Register | Full name Function in accordance with the National Court Register |