

Based on the Decision of ÚPDI Ref. No.. UPDI-3937/21/BL of 15 11. 2021, the Network Statement on the Regional Rail System Owned by KŽC, s.r.o. of 25.11.2014, is amended as follows.

taktici.cz, s.r.o.

and

KŽC Doprava, s.r.o., Šenovka Branch

Issue the present

**Network Statement on the Regional Rail System Operated
by KŽC Doprava, s.r.o., Šenovka Branch**

Effective date: 12 December 2021.

List of changes

Date of change issue	Description of the change

Article 1
Introductory provisions

1. The present **Network Statement on the Regional Rail System operated by KŽC Doprava, s.r.o., Šenovka Branch** (hereinafter referred to as “the Statement”) contains the principles and procedures applicable to the price setting and calculation of the charges for the use of the mentioned below rail system and the rail system capacity allocation of their railway infrastructure. This Statement is issued with effect from 11 December 2021. The Statement is issued for the preparation of the 2021/2022 and ff. railway timetable with effective date 12 December 2021.
2. KŽC Doprava, s.r.o., Šenovka Branch (hereinafter referred to as “the KŽC” or “the Rail System Operator”) operates the regional rail system under an official permit for the operation of the regional rail system under reference number ÚP/2008/8015.
3. The present Statement applies to the regional rail system between Česká Kamenice and Kamenický Šenov.
4. Since KŽC Doprava, s.r.o., through Šenovka Branch as the Rail System Operator according to Article 1(3) of this Statement pursues as its core business activity the rail passenger transport, the activities related to the price negotiation and price calculation, and to the collection of payment for the use of the rail system, to the allocation of the rail system capacity and to the preparation of the Network Statement, are carried out by the taktici.cz, s.r.o., whose registered office is situated at Dittichova 328/19, 120 00 Prague 2, Registration No.: 14707659, Tax Registration No.: CZ 14707659 (hereinafter referred to as the “Allocator”). The identifier of the Allocator’s data mailbox is dfft76x. The Allocator performing the above activity on behalf of KŽC does so equitably. This Statement was prepared by the Allocator.
5. The Allocator publishes, in accordance with Act No. 266/1994 Coll. on rail systems, as amended (hereinafter referred to as “the ZoD”), the Network Statement on website <https://taktici.cz/pridelce>. This Statement is provided to the Railway Undertakings free of charge, and is also available on the website <https://taktici.cz/pridelce> or can be obtained by electronic mail on request sent to the e-mail address pridelce@taktici.cz.
6. In accordance with Article 27 (3) of Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area, this Statement must be kept up to date and amended as necessary. Therefore, the Allocator reserves the right to make contingent amendments of this Statement and to publish it pursuant to Section 33 (5) of the ZoD on the website <https://taktici.cz/pridelce>.
7. The Rail System Operator to whom this Statement applies shall be obliged to ensure that in the event of a change in the person of the Allocator or the Rail System Operator, the Allocator’s rights and obligations arising from the Framework Agreement according to Annex No .5 , if concluded, are transferred to a new Allocator, unless this Statement excludes its conclusion.

Article 2
Legislation and regulations

1. The core legislative conditions for the operation of the rail system and for the operation of rail transport, as well as the rights and obligations of legal and natural persons related thereto are provided for by the ZoD and its implementing legal regulations.

2. The basic internal regulations of the Rail System Operator operating the regional rail system determining the rules for organising and supporting the operations consist of the regulations of the KŽC.

Article 3

Rail system category, its local determination and operating and technical characteristics

1. This Statement is issued for the regional rail system Česká Kamenice – Kamenický Šenov operated by the KŽC.

2. Technical characteristics of the regional rail system Česká Kamenice – Kamenický Šenov. The run on this line is organised as trains running. The timetable for train running is drawn up by the Allocator.

Line	Single-track line
Passenger train length standard	150 m
Freight train length standard	150 m
Clearance profile	Z-GC
Admissible axle load	16 t
Line class	A
Operation	Bi-directional
Rail gauge	1 435 mm
Traction system	Non-electrified line
Line length	4.923 km
Length for charging purposes	5 km
Terminated in the railway owned by the Czech Republic operated by Správa železnic	km 0.228 (km 25.194 of the regional rail system Benešov nad Ploučnicí – Jedlová)
Line speed	30 km·h ⁻¹
Maximum gradient	34 ‰
Number of railway crossings	7 (of which 1 protected by PZS without gates with local attendance)
Rail transport control	GSM network of a public operator is used

Article 4

Rules for the access to the rail system and its use

1. The application for the allocation of the rail system capacity may only be submitted to the Allocator by an eligible Applicant, i.e.:

a) a person holding a valid licence for the relevant rail system, or,

b) in accordance with the ZoD, a person who does not hold a valid licence and submits to the Allocator, prior to the allocation of the rail system capacity, a written declaration of another licence holder that the capacity, once allocated, will be really used. For a specific portion of the rail system capacity, such declaration can be made only by one licence holder. If the Applicant fails to submit such declaration, the Allocator will not allocate to the Applicant the required rail system capacity. A person applying for the allocation of the capacity for a licence holder according to this subparagraph b) shall be obliged to deliver to the Allocator the relevant power of attorney from the holder of a valid licence together with the application for the allocation of the capacity.

2. The Rail Administrative Authority shall, at the request, grant an authorisation to operate rail transport on a regional rail system (licence), if the Applicant:

- a) has reached the age of 18 years and possesses the legal capacity to act, this applies to a natural person,
- b) has a clean criminal record within the meaning of Section 26 of the ZoD,
- c) is professionally competent within the meaning of Section 27 of the ZoD,
- d) is financially fit within the meaning of Section 28 of the ZoD,
- e) has not committed any serious contravention of the labour law,
- f) has not committed any serious contravention of the customs regulations – this applies to the licence to operate freight rail transport,
- g) as of the date of launching the rail transport, is insured against the obligation to compensate for the damage resulting from this operation, and
- h) is established on the territory of the Czech Republic.

3. According to Section 24a (5) of the ZoD, a valid licence to operate rail transport on a nation-wide and regional rail system means also a valid licence issued by a competent authority of another European Union Member State in accordance with the EU's Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area.

4. The licence holder for whom the capacity is requested, must be a person established in the European Union State Member authorised to operate rail transport on a regional rail system in the Czech Republic.

5. Rail transport on a nation-wide or regional rail system may be operated by the holder of a valid licence to operate rail transport on a local rail system or a siding, providing it is in the point of contact between the mutually interconnected rail systems.

6. The Railway Undertaking may operate the rail transport on the regional rail system only, if it is simultaneously a holder of the Railway Undertaking's certificate for this rail system. If the Applicant intends to operate the rail transport only on the territory of the Czech Republic or on the territory of another Member State on the railway section close to the state border of the Czech Republic, it shall submit the application for the issue of the Railway Undertaking's certificate to the Rail Administrative Authority or the European Union Agency for Railways. If the Applicant intends to operate the rail transport also in another Member State, unless it is only a railway section pursuant to the first sentence, it shall submit the application for the issue of the Railway Undertaking's certificate to the European Agency for Railways. The arrangements of the railway undertaking's certificate contains especially Section 31a) through 31d) of the ZoD and Commission Implementing Regulations (EU) 2018/763 of 9 April 2018 establishing practical arrangements for issuing single safety certificates to railway undertakings pursuant to Directive (EU) 2016/798 of the European Parliament and of the Council on railway safety, and repealing Commission Regulation (EC) No. 653/2007.

7. The Railway Undertaking may operate the rail transport on a regional rail system only, if:

- a) the Railway Undertaking took out, as of the day of launching the rail transport operation, the insurance against the obligation to compensate for the damage resulting from this operation and paid the insurance premium, and it took this insurance and has the insurance premium paid for the entire period of rail transport operations. The minimum amount of the insurance benefit is determined, same as for the rail systems operated by Správa železnic, as CZK 50 million;

b) has, to the full extent of rail transport operations, allocated rail system capacity, except for the cases provided for in Article 6 (8) and in Annex 4, Article V,

c) the price has been agreed for the use of the rail system according to price regulations and the payment method thereof has been determined,

d) has concluded the contract on rail transport operation, unless the Railway Undertaking and the Rail System Operator are the same person,

e) in the case of a special load transport, the specific technical and operating conditions allowing such transport have been agreed with the Rail System Operator.

8. Further information on the conditions for issuing a licence for the operation of rail transport and on the conditions for issuing a Railway Undertaking's certificate can be found on the website of Rail Administrative Authority – see <https://www.ducr.cz/cs/potrebuji-si-vyridit/sekce-provozne-technicka/provozovani-drahy-drazni-dopravy>.

9. The Rail Administrative Authority is a body competent to issue licences to the rail transport operators and railway undertaking's certificates in the Czech Republic. The railway undertaking's certificates are issued under the conditions stipulated in Section 31a of the ZoD also by the European Union Agency for Railways.

10. Pursuant to the provisions of Section 35 (2) (p) of the Act on Rail Systems, the Railway Undertaking shall, prior to the commencement of train running, submit to the Rail System Operator's IS the licence number of each locomotive driver in an active traction vehicle of a train as well as the European Vehicle Number. The Railway Undertaking shall submit such information to the Rail System Operator via the Rail System Operator's web interface IS RailGo. In order to monitor the time of commencement and termination of the rail vehicle driving, the Rail System Operator shall hand over auxiliary technical equipment to the Railway Undertaking.

Article 5

The price for the rail system capacity allocation, the price for the use of the rail system and the rules for their calculation

11. The price for the capacity allocation of the rail system operated by the KŽC, the price for its use, and the rules for their calculation are set out in Annex No. 4 hereof.

12. The Allocator's activities shall not be influenced by the KŽC's instructions that could endangered its equitability, in particular the instructions aimed at the calculation of a specific price or for the allocation of the rail system capacity to a specific Applicant.

Article 6

Formalities and the method of submission of the application for the rail system capacity

1. The requirements for the allocation of rail system capacity, the introduction of the Railway Undertaking's train and for the preparation of the timetable of that train shall be submitted by the Applicant in writing via the postal service provider to the Allocator's address, via e-mail to pridelce@taktici.cz, or via databox dfft76x.

2. The application for the allocation of rail system capacity is not bound to any particular form. It can be submitted in a free form so that it contains the formalities listed in paragraph 3. The application for the rail system capacity allocation must be supported by a valid licence to operate rail transport authorising the Applicant to operate the

required type of rail transport within a timeframe for which it requires the allocation of the rail system capacity, or the Applicant must prove that it submitted the Statement according to Article 4 (1) (b), provided the effective wording of the ZoD allows so.

3. The Applicant shall be obliged to provide the following information in its application:

- a) its trade name, registration number and registered office,
- b) the description of the required rail system capacity, i.e. the train routes, including the train origin and destination stations (or including the definition of points of contact of mutually interconnected rail systems),
- c) the type of the rail transport to be operated, including the information whether the train is operated on the train path on the basis of a public service contract;
- d) the timing of the required rail system capacity (i.e. the calendar of the train path utilisation - regularly/as needed, daily/on certain days, or in the period from - to),
- e) the proposal of the timing of the required train/shunting path,
- f) the type of the train running on the required train path, including the definition of its maximum weight, speed, length, braking mode, maximum measure of braking percent and train resistance,
- g) the required tariff and non-tariff notes according to an annual timetable, including their time and space restrictions,
- h) the type and scope of the required services,
- i) the type of traction and the series of rail vehicles, namely traction and hauled vehicles technically fit for the operation on the KŽC's rail system,
- j) the Applicant's further requirements for the movement of rail vehicles and track occupancy within the operational point range in which the required train path starts and terminates.

4. The Railway Undertaking must, no later than as of the day of launching the train transport operation according to the allocated capacity, deliver to the Rail System Operator the following:

- a) the Railway Undertaking's certificate valid for the time period for which it has the rail capacity allocated,
- b) a document proving the concluded insurance against the obligation to compensate for the damage resulting from the operation of the allocated rail system capacity, including a document proving that the insurance premium was paid.

5. At the request of the Allocator, the Applicant shall be obliged to prove that it meets all the conditions required for the access to a relevant rail system and its use by means of the present Statement and generally binding legal regulations.

6. The time of application submission to the Allocator shall be decisive for the determination of the order of requirements according to Article 7 (3), (b) and (c).

7. The Applicant shall designate the persons that will be authorised to apply for the rail system capacity on its behalf. The Applicant shall bear full responsibility for such persons in regard to applying for the rail system capacity.

8. A responsible person of the Rail System Operator is authorised to ask the Railway Undertaking, prior to its access to the rail system, for the application number on the basis of which the use of the rail system will be performed. In the case that the Applicant

applied for the relevant portion of the capacity according to Article 4 (1) (b), the responsible person of the Rail System Operator may also ask for a copy of the valid declaration of a licence holder according to Article 4 (1) (b) for which the relevant portion of the capacity was applied. If, according to this paragraph, the Railway Undertaking fails to notify the application number or fails to submit the declaration, the responsible person of the Rail System Operator shall be authorised to deny the Railway Undertaking the access to the regional rail system, without the Rail System Operator's liability for the damage incurred thereby.

Article 7

Rules for allocating and withdrawing the rail system capacity, including the capacity allocating in emergency situation

1. The Allocator shall proceed in the capacity allocation process in such a way as not to prefer any Applicant.
2. In contact points of the rail systems, to which this Statement applies, with other rail systems, the capacity Allocator is the Allocator of the capacity on the regional rail system between Česká Kamenice and Kamenický Šenov.
3. The capacity is allocated by three main processes. At the same time, the Allocator makes it possible to submit the applications in a format defined by the Allocator.

a) **long-term allocation**, that is taken into account in the preparation of an annual timetable and in the performance of its planned changes. This includes regular and late applications for the capacity. The deadline for the submitting the applications for the annual timetable is each 30 September. The deadline for late applications for the timetable is each 31 October. The deadlines for timetable changes are the same as the ones for the Network Statement on nation-wide and regional rail system valid for the preparation of the timetable for a relevant period issued by Správa železnic (hereinafter referred to as "the Statement of Správa železnic"). The dates and deadlines for submitting such applications are set in Section 34a of the ZoD. The application shall be submitted in the ways specified in Article 6 (1). The Railway Undertaking has an option to include more trains into one application,

b) **one-off allocation** (hereinafter referred to as "*ad hoc*"), that operates with an available spare capacity remaining after the construction of the annual timetable is finished and after each of its planned changes was made. *Ad hoc* application shall be submitted no later than 5 calendar days before the date of the required allocation of the rail system capacity, electronically to the e-mail address pridelce@taktici.cz,

c) **urgent ad hoc** – in the event that the Applicant for the rail system capacity intends to submit its application less than 5 calendar days before the date of the required use of the rail system, it is possible to do so electronically to the e-mail address pridelce@taktici.cz.

4. The rail system capacity, ie. its usable permeability allowing the distribution of the requested train paths in a certain section of the rail system within a given time frame, is expressed by a number of trains that can be moved on the regional rail system for a certain time frame with the given technical, operational and personnel equipment and if the required quality of the transport is maintained. Where all the requirements for the allocation of spare capacity for the annual timetable cannot be satisfied, the Allocator shall be entitled to offer to the Applicants another spare capacity in another place or time. If even such process fails to satisfy all the requirements, the Allocator shall proceed according to the following order of priorities for trains operation:

- a) regular public rail transport to satisfy the transportation needs of the state,
- b) regular public rail transport to satisfy the transportation needs of the regions,
- c) regular combined transport,
- d) transport under a framework agreement,
- e) regular interstate passenger transport,
- f) regular interstate freight transport,
- g) regular national passenger transport,
- h) regular national freight transport,
- i) other types of transport.

If, even upon the coordination of the applications for capacity according to Section 34a (4) and (5) of the ZoD, the Allocator is not able to satisfy the requests for the rail system spare capacity, the Allocator shall declare the relevant rail system or its part to be congested. The Allocator shall notify this fact to the Rail System Operator who shall post it on the website www.kzsc.cz, and, at the same time, shall analyse the causes of the exhaustion of the rail system capacity. Within 6 months as of the date of the rail system capacity analysis, the Rail System Operator shall draw up a plan on the basis thereof to mitigate or eliminate the congestion.

5. The allocated rail system capacity can be used only by the Applicant who was allocated that capacity and who holds the licence. Or it can be used by a licence holder who made the declaration according to Article 4 (1) (b). If the licence holder concerned cannot use the allocated rail system capacity, or intends to restrict the scope or frequency of trains in certain days or on a certain period, it has an option to surrender the allocated capacity to the Allocator no later than within 30 days before the scheduled day of the train running. If the Applicant concerned surrenders the allocated rail system capacity less than 30 days before the scheduled day of the train running beyond the deadline of the regular change of the timetable stated in the valid Network Statement issued by Správa železnic, or the allocated rail system capacity forfeits due to the train delay or the rail system used by shunting movement for more than 1 200 minutes on account of the Applicant, or it does not utilise the allocated rail system capacity, the Applicant shall be obliged to pay a penalty to the Allocator according to the draft penalty payment agreement in Annex No. 1. The capacity thus released can be allocated to another Applicant.

6. Without being liable for any damage incurred thereby, the Allocator shall be authorised to withdraw the rail system capacity allocated to the Railway Undertaking when:

- a) it was not used from at least 70 % for one month due to the Railway Undertaking,
- b) the Railway Undertaking no longer fulfils the conditions for the access to the rail system specified in Article 4 hereof,
- c) the Railway Undertaking uses the rail system contrary to the allocated rail system capacity,
- d) the capacity allocated to the Railway Undertaking was refused, withdrawn or restricted on the interconnected rail system (the capacity shall be removed proportionally to those measures).

7. During the extraordinary events in rail transport (e.g. delay, closing of tracks, diversions of trains for impassability of track sections, the introduction of extra trains, etc.), the Rail System Operator shall enable using the rail system in the order laid down

for operative management of rail transport in Decree No. 173/1995 Coll., establishing the transport rules , as amended, and it shall further proceed according to Section 23b (5) of the ZoD.

8. During a long-term capacity allocation, it is possible to make changes in applications. If an application is changed, it holds its original number, but the date of its submission is changed. Where such change is made after the deadline for the submission of regular applications for the annual timetable, but before the deadline for the submission of late applications for an annual timetable, the application type shall be changed from a regular to a late application.

9. The Applicant can use the allocated rail system capacity within a time frame beginning at least 3 hours before the arrival time specified in the application and ending no later than 21 hours after the departure time specified in the capacity application.

Article 8

Restrictions in rail system capacity allocation

1. The Allocator shall be entitled to restrict the allocation of the rail system capacity when the operation of the rail system or a part thereof is restricted for reasons of carrying out maintenance or repair of rail system, carrying out activities endangering the safe or smooth rail transport operation on a rail system or a disturbance of the operability of the rail system resulting from a natural disaster, accident or extraordinary event restricting the safe operation of the rail system or railway transport within the scope of the plan of restricted operation of the rail system or its part approved in the decision of the Transport Infrastructure Access Authority (hereinafter referred to as “the Authority”), unless the restriction time exceeds 24 hours. The information about the scope of time and location of the expected restrictions according to the plan pursuant to this paragraph are listed in Annex No.8.

2. Similarly, as in Article 7 (4), the Allocator shall be entitled, when restricting the capacity allocation upon the coordination of the applications for the capacity, to declare the relevant rail system or its part to be congested according to Section 34a (4) of the ZoD.

3. If the relevant rail system or its part is declared by the Allocator to be congested, the Allocator shall be entitled to satisfy preferentially the application for the rail system capacity of an Applicant for the rail system operation in the order according to Article 7 (4).

4. Within each of the listed groups (Article 7 (4) (a) through (i)), where a framework agreement is concluded, the priority shall be given to the capacity allocation for the operation of the transport category stated therein to which the framework agreement applies according to Annex No. 5. If more framework agreements apply to such capacity, it shall be preferentially allocated to the Railway Undertaking which concluded the framework agreement for a longer period of time.

5. In accordance with Article 14 of Commission implementing regulation (EU) 2016/545 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity, the framework agreements on the reservation of the rail system capacity to which this Statement applies, are not proposed or concluded. This fact shall not affect the formal obligation to make a framework agreement a mandatory part of the Statement according to Section 33 (3) m) of the ZoD.

Article 9

Conditions for the review by the Authority

1. The Authority shall decide, on the proposal of the Applicant for the rail system capacity allocation or by official order, whether any part of the published Statement, the scope of the allocated capacity or the procedure of its allocation is in contradiction with the ZoD or not. Where the Statement was published in order to amend the data contained therein, such proposal may concern only such amended data.
2. The proposal must contain the information designating the part in which the contradiction according to the previous paragraph is seen or which part of the Statement is in contradiction with the ZoD, and the designation of the evidence necessary to prove such contradiction.
3. If the Authority decides that any of the parts of the Statement is in contradiction with the ZoD, it shall establish a reasonable period of time after which that part becomes inapplicable. The Allocator shall replace the conflicting part with the new part that shall be included in the Statement and the Statement shall be republished.
4. The Authority shall decide, on the proposal of either party to the contract on rail transport operation on regional rail system or by official order, whether such contract is in contradiction with the ZoD. It shall similarly apply to the proposal to conclude such contract. The proposal to commence the proceedings shall contain the information which part of the contract is in contradiction with the ZoD, in which such contradiction is seen and the designation of evidence necessary to prove the contradiction. If the Authority decides that some of the parts of the (draft) contract are in contradiction with the ZoD, it shall establish a reasonable period of time after which that part becomes inapplicable.
5. The Authority shall issue the decision no later than 40 days from the commencement of the proceedings.

Article 10

Provisions on the penalty payment

1. The provisions regarding the penalty payment for disturbances of the rail transport operation are laid down in Annex No.1.
2. The KŽC, except for the events directly caused by breaching the obligations of the rail system operation according to Section 22 of the ZoD, shall not be liable for the additional costs incurred to the rail system operators in connection with the restriction of the rail system capacity according to Article 8.
3. If the Rail System Operator states in its capacity application incorrect data that can affect negatively safety and smooth operation (in particular a shorter length of the train than it actually has) or if it enters the regional rail system without submitting the application therefor, it shall pay CZK 10,000.- (in words: ten thousand Czech crowns) to the Rail System Operator for each individual case.
4. The Rail System Operator shall pay CZK 1, 000.- (in words: one thousand Czech crowns) to the Railway Undertaking for each case, when:
 - a) carrying out a closure that has not been negotiated with the Railway Undertaking,
 - b) cancelling the pre-negotiated closure,
 - c) changing the term of the pre-negotiated closure, where the term means the change in the date or time of the closure.
5. The obligation to pay this penalty shall not apply to the cases:
 - a) of non-negotiated closures caused by the events of force majeure,

- b) of non-negotiated closures that had no impact on the Railway Undertaking's train running,
 - c) according to paragraph (4) (b) or (c), for which the Railway Undertaking did not hand over its measures to the Rail System Operator or did not implement it in a relevant closure order with the impact on the particular train running,
 - d) of shortening the time of the closure due to earlier completion of the planned closure works.
6. The contracting party shall be entitled, apart from the penalty payment from the other contracting party, to the compensation exceeding the contractual penalty for the damage incurred by it by breaching the obligation covered by penalty.

Article 11

Conditions for the provision of services through service facilities, the price for the provision of such services

1. The access to the services linked with the activities carried out in the rail transport operation that serve or may serve to more than one railway undertaking shall be available to all entitled railway undertakings in a non-discriminatory way.

Article 12

The Allocator's procedure, deadline and principles for extrajudicial settlement of disputes with the Applicant for capacity allocation

1. In the event of a dispute between the Allocator and the Applicant arising in connection with the capacity allocation issues, both parties shall first seek an amicable settlement of the dispute. The Applicant shall ask in writing the other party for an amicable settlement of the dispute within the extrajudicial proceedings before *Bc. Andrea Primusová, born on 19. 12. 1981*, residing at *Africká 664/1, 160 00 Praha 6 - Vokovice*, e-mail *primuskan@seznam.cz*, account number *3200471548/6800* (hereinafter referred to as "the Arbitrator"). The Allocator shall notify the Arbitrator of the dispute without undue delay.
2. The dispute settlement proceedings shall be in writing, the Arbitrator's decision must be delivered to both contracting parties no later than on the tenth working day after the delivery of the dispute notice in accordance with the previous paragraph to the Arbitrator. The proceedings shall be held in private. The arbitration fee is CZK 5,000.- and shall be paid by the Applicant. This fee shall be deposited in advance on the Arbitrator's account, otherwise the Arbitrator will not commence the proceedings. If the aggrieved party is successful in the dispute, it shall be entitled to a reimbursement of 100 % of the arbitration fee and the Allocator shall pay the amount of CZK 2,500.- to the Arbitrator. If the Arbitrator is in delay, she shall be obliged to reimburse 50 % of the arbitration fee to the party concerned for each, even commenced, week of the delay in the delivery according to the first sentence.
3. The extrajudicial proceedings according to this Article shall be conducted by data boxes. If the party to the dispute or the Arbitrator does not have a data box, they shall be obliged to establish one. The Allocator's data box identifier is *dfft76x*.
4. If any party to the dispute does not agree with the Arbitrator's decision, or the parties to the dispute do not come to an agreement no later than within 10 working days as of the delivery of the dispute notice to the Arbitrator, or the deadline according to paragraph 2 expires in vain, the dispute can be submitted by either party to a competent

court of the Czech Republic. The mutual communication of the parties to the dispute according to this Article shall not have a character of a pre-trial appeal within the meaning of Section 142a of Act No. 99/1963 Coll., civil procedure code, as amended.

Article 13

Definition of the used terms

1. The terms used in this Statement are explained in:

a) Act No. 266/1994, on rail systems, as amended and in its implementing regulations (the ZoD),

b) Act 77/2002 Coll., on the Czech Railways, joint-stock company, the state enterprise Správa železnic and on the amendment of Act No. 266/1994 Coll., on rail systems, as amended, and Act No. 77/1997 Coll., on state organisation, as amended,

c) Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

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Ing. Zdeněk Michl
Executive officer of taktici.cz, s.r.o.

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Mgr. Bohumil Augusta, MBA
Executive officer of KŽC Doprava, s.r.o.

.....
Milan Hejcman
Head of KŽC Doprava, s.r.o., Šenovka Branch

The proposal of the stipulations as to penalty payments for the disruption of the operation of railway transport, including the impartial extrajudicial settlement of disputes arising from the disruption of railway transport operation on the regional rail system operated by KŽC Doprava, s.r.o., Šenovka Branch

Article I

1. The KŽC (hereinafter referred to as the Rail System Operator) and the Railway Undertaking are obliged to discuss each claimed items from the penalty provision in advance, in particular within the end of the calendar month following the respective calendar month (in the cases of the penalties applied according to Article II (3), after the relevant quarter) in which the reason for claiming the item arises.

Article II

1. In the case of a dispute in a matter concerning the disruption of the railway transport operation according to this Annex, the KŽC and the Railway Undertaking concerned shall first seek an amicable settlement of the dispute. The party concerned shall ask, in writing, the other party for an amicable settlement of the dispute within the extrajudicial proceedings before the Arbitrator appointed by the Network Statement, and, simultaneously, it shall notify the Allocator of the dispute. The dispute resolution is in writing and the Arbitrator's decision must be delivered to both parties no later than the tenth day after the delivery of the notice of the dispute to the Arbitrator. The extrajudicial proceedings according to this paragraph shall be conducted by data boxes. If the party to the dispute does not have a data box, it shall be obliged to have established one. If any party to the dispute does not agree with the Arbitrator's decision, or the parties to the dispute do not come to an agreement no later than within 10 working days as of the delivery of the dispute notice to the Arbitrator, or the deadline for the delivery of the Allocator's notice of dispute expires in vain, the dispute may be submitted by either party to a competent court of the Czech Republic. The mutual communication of the parties to the dispute according to this Article shall not have a character of a pre-trial appeal within the meaning of Section 142a of Act No. 99/1963 Coll., civil procedure code, as amended.

Article III

1. In the event that the railway transport operation is disturbed for the reasons of a defect in the Railway Undertaking's rolling stock operation caused by a failure of a rail vehicle, the Railway Undertaking shall pay a penalty amounting to CZK 1,000.- for each individual case.

2. In the event that the railway transport operation is disrupted for the reasons of incorrect organisation of the railway transport caused by the exceeding the time limit for the use of a service facility, the Railway Undertaking shall be charged a penalty amounting to CZK 1,000.- for each individual case.

3. The contracting party shall be entitled, apart from the penalty payment from the other contracting party, to the compensation exceeding the contractual penalty for the damage incurred by it by breaching the obligation covered by penalty.

Contact persons of the Rail System Operator

Management of KŽC Doprava, s.r.o.

Telephone:

E-mail:

Mgr. Bohumil Augusta, MBA

776 628 728

bohumil.augusta@kzc.cz

Dispatcher KŽC Doprava, s.r.o.

Telephone:

E-mail:

Dispatcher in the shift

735 177 500

dispecer@kzc.cz

taktici.cz, s.r.o. – The Allocator of the rail system capacity

Executive officer:

Telephone:

E-mail:

Address:

Data box:

Ing. Zdeněk Michl

+420 777 080 979

pridelce@taktici.cz

taktici.cz, s.r.o.

Dittrichova 328/19

120 00 Praha 2

dfft76x

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Prices for the capacity allocation, prices for the use of the rail system for train running, rules for their calculation and the conditions for their application

Article I

General provisions

1. All parameters of the price setting system for the capacity allocation and for the use of the rail system for train running or shunting must be in compliance with the principles of the material price controls set out in the valid price list of the Ministry of Finance of the Czech Republic.
2. The price for the use of the rail system for train running or shunting is calculated, to the extent of material controls, as economically eligible costs associated with:
 - train running or shunting on the rail system concerned to the extent enabled by the Allocator, including the costs for securing such train running or shunting by safety equipment and with the organisation of railway transport, including the operational management,
 - telecommunication link between the employees of the Rail System Operator and the operators of the Railway Undertaking's shunting movement,
 - receiving and providing information by the Rail System Operator when providing train running or shunting,
 - publishing the regulations, guidelines and aids for the operation of railway undertakings according to the contracts for the operation of rail transport (printed form).
3. For the purpose of price setting for the use of rail system, "train or shunting movement run" shall also mean the running of an individual rail vehicle, including a special traction vehicle, if it is organised as shunting within the meaning of traffic regulations.
4. Parameters and application conditions of the system of price setting for the use of rail system for train/shunting movement run shall be binding for the Allocator, the Rail System Operator and for all rail transport operators (hereinafter referred to as "the Railway Undertaking").
5. In the context of this Network Statement, the prices shall mean the prices without VAT.

Article II

Basic prices and rules for their calculation

1. The total price (C) for the use of the rail system comprises two components – the price for the preparation of an application for the rail system capacity allocation and for the allocation of the rail system capacity (C₁), the price for the use of regional rail system (C₂).
2. The price for the preparation of an application and for the allocation of the rail system capacity (C₁) comprises all acts and costs related to the preparation of an application.
3. The price for the application preparation and for the allocation of the rail system capacity (C₁) shall be: CZK 500.- / path

The settlement of the process of the rail system capacity allocation is part of the price for the preparation of the application and for the rail system capacity allocation.

The price for one use of the rail system by train running (C_2) is determined according to formula 1.

$$C_2 = 2.61 * \text{hrtkm} \quad [\text{CZK}] \quad (1)$$

For the purpose of determining hrtkm, the rail system length shall be 4.5 km in order to calculate the prices for the use of the rail system by train running . The total weight of the train v [t] used for the calculation of the price for the rail system by train running is the sum of weights of all train vehicles, including the weight of passengers, rounded up to the nearest whole ton.

Article III

Basic prices for the preparation of an application and for the use of the rail system

Price type	Output unit	Price in CZK for one output unit
C_1	1 application	500

Article IV

Invoicing

1. The price for the application preparation shall be invoiced to the Railway Undertaking by the Allocator. For the purpose thereof, the Railway Undertaking shall be obliged to enter into the Invoicing Agreement with the Allocator on the basis of which the costs for the capacity allocation shall be invoiced to the Railway Undertaking. The draft agreement is in Annex No. 9 of this Network Statement.

2. The prices for the performance according to paragraph (1) shall be the date of the carrying out of taxable supply in the case that invoicing for an individual supply is the same as the date of the allocation of the rail system capacity. In the case of invoicing for more supplies in the course of a relevant month, the date of taxable supply shall be the last day of the relevant month.

3. The price for the use of the rail system (C_2) shall be invoiced to the Railway Undertaking by the Allocator. For the purpose thereof, the KŽC has entered into a contract with the Allocator regulating the rights and obligations of the contracting parties to ensure the proper performance of an independent Allocator. The Railway Undertaking shall be obliged to pay this price to the Allocator's account indicated directly on a tax invoice on the basis of a tax invoice issued by the Allocator in the latter's name. The date of a taxable supply of the rail system use shall be the last day of the quarter for which the invoicing is carried out.

Article V

Prices for the use of the rail system for train running within the withdrawal of reserve capacity for the operations linked with the provision of the operability of the railway infrastructure

1. The allocation of capacity and the actual use of the rail system for train run/shunting movement directly supporting diagnostics, measurement and maintenance of railway infrastructure within the actions paid from the funds intended for the provision of operability of the railway infrastructure or in order to provide material and technical provision of service facilities shall not be invoiced. In which case it is not necessary to submit an application for the capacity allocation.

Framework Agreement on the capacity allocation

concluded on the basis of the provisions of Section 34c of Act No. 266/1994 Coll., on rail systems, as amended, in the version of Act No.319/2016 Coll. after its coming into force, (hereinafter referred to as “the Act on Rail Systems”) between the following contracting parties

taktici.cz, s.r.o., Company Registration No. 147 07 659 with its registered office at Dittrichova 328/19, 120 00 Praha 2, Czech Republic

(hereinafter referred to as “the Allocator”)

and

(company), with its registered office at ...

(hereinafter referred to as “the Railway Undertaking”)

Article I

Subject -matter of the Framework Agreement

1. The present Framework Agreement regulates the mutual rights and obligations of the Allocator and the Railway Undertaking concerning the allocation of the rail system capacity (State the rail system designation and its description, including the beginning and end of the rail system, points of contact between the mutually interconnected rail systems and the construction length of the rail system according to the decision regarding the issue of the official permit pursuant to Section 17 (1) (c) of the Act on Rail Systems) (hereinafter referred to as “the Rail System Concerned”) and defines the characteristics and extent of the rail system capacity required by the Railway Undertaking and offered to it by the Allocator for the period of its effect.

2. The allocation of particular paths and time slots of the capacity of the rail system concerned is not a subject-matter of this Agreement as it is subject to the conditions set out in the relevant Network Statement. The capacity according to this Agreement shall be allocated for the duration of the train operation schedule (hereinafter referred to as “the GVD”) for the period for which this Framework Agreement is effective within the tolerance according to the parameters contained in Annex A hereto.

Article II

The Allocator’s obligations

1. For each period of the validity of individual GVDs during the effectivity of this Framework Agreement, the Allocator shall allocate to the Railway Undertaking portions of capacity on the rail system concerned according to Annex A within the tolerance of the parameters listed in the annex, if the Railway Undertaking requests these portions duly and in a timely manner in accordance with the Network Statement. The Allocator shall give priority to the Railway Undertaking’s applications submitted duly and in time according to the Statement to due and timely applications of other railway undertakings, concerning the portions of the capacity for train/shunting movement categories with the same order as that specified in the priority rules in the relevant Network Statement.

2. The parameters of the actually allocated portions of capacity according to paragraph 1 may differ for the validity periods of different GVDs, if the tolerance stated in Annex A is maintained. However, when respecting the actually valid priority rules set out in the relevant Network Statement, the Allocator shall, according to its possibilities, offer to the Railway Undertaking the same time slot of the capacity portions as the one that it drew in the validity period of the previous GVD, provided that capacity portion was used by the Railway Undertaking during the first four months of that previous GVD validity for at least 75 % each month.

3. The procedure of the contracting parties according to this Framework Agreement must not exclude the use of the rail system concerned by other railway undertakings.

Article III

The obligations of the Railway Undertaking

1. The Railway Undertaking undertakes to submit, within the duration of this Framework Agreement, the application for all portions of capacity on the rail system concerned according to Annex A with the time slots within the tolerance of the parameters listed in the Annex A, for each validity period of the GVD.

2. If the Allocator's proposal for the allocation of a particular portion of capacity by which the Allocator responds to the application pursuant to paragraph 1 within the tolerance of the parameters set out in Annex A, the Railway Undertaking shall accept that proposal.

3. The Railway Undertaking undertakes that all the trains for which the individual portions of capacity were allocated according to Annex A, will have the characteristics stated in Annex A for the whole period of the use of the rail system concerned on the basis of the capacity portions allocated according to this Agreement.

Article IV

Exclusions from the contracting parties' obligations

1. No contracting party shall be liable for the damage caused by the failure to fulfil this Agreement if it proves that it has been prevented from fulfilling the contractual obligations temporarily or permanently by an unforeseeable and insurmountable obstacle beyond its control. In the event of such obligation, the failure to fulfil the obligations according to this Agreement shall not be considered a breach thereof.

2. The failure to fulfil the obligations of the contracting parties according to Articles II and III of this Agreement shall not be considered a breach thereof even if it arises because the contracting party concerned fulfilled the final decision of a public authority or because it proceeded according to a generally binding legal regulation coming into force and effect after the conclusion of this Agreement.

3. The Allocator shall not be liable for limiting the capacity allocation or for restricting the use of the rail system concerned for reasons of its development, upgrading, maintenance or repairs whose location and timing is specified in the Statement and/or approved by the Transport Infrastructure Access Authority (hereinafter referred to as "the Authority") in its plan for restriction of the operation of the rail system concerned. If that restriction is not stated in the Network Statement, the Allocator shall be obliged to notify in writing the Railway Undertaking of the reasons thereof without undue delay, however no later than 30 days before the restriction is implemented. Otherwise, the Allocator shall be liable for the damages incurred, unless its inability is excluded according to paragraph 1.

4. In the cases referred to in paragraphs 1 to 3, or if the capacity according to Annex A was duly and timely requested by another railway undertaking for a train or shunting

movement with a better preferential order determined by the priority rules in the relevant Statement, the Allocator shall offer an alternative capacity portion of the rail system concerned to the Railway Undertaking, to the extent possible and most complying with the Rail Undertaking's requirements. However, the Rail Undertaking may refuse such capacity without breaching this Agreement. When refusing an alternative capacity portion, the payment according to Article V shall be decreased accordingly.

5. Without being considered a breach of this Agreement, the Railway Undertaking shall be entitled not to apply for the capacity according to this Agreement, to return the unused capacity or to restrict its withdrawing or using of the rail system concerned to the extent in which the Railway Undertaking was refused the access to the service facilities that the rail system concerned connects with another rail system and/or to the extent in which the Railway Undertaking was refused or restricted the right to use another rail system if it applied duly and in time for the access to the service facility and/or for the access to the railway infrastructure of that other rail system. The conditions for returning and limiting of capacity drawing, including penalties set out in the Statement, shall be applied *mutatis mutandis*. The time limit for non-sanctioned return of the capacity shall be extended by the time for which the service facility operator, the Allocator of that other rail system respectively, and after each of them the Authority, decided on the Railway Undertaking's application for the access to the service facility and/or to the infrastructure of that other rail system. The extent of the unused capacity or the one sanctioned according to the Statement, shall be reduced by the extent in which the Railway Undertaking could not use it as a result of a decision-making according to the previous sentence.

Article V

Capacity reservation fee

1. The Railway Undertaking undertakes, for the validity period of individual GVDs within the duration of this Framework Agreement, to pay in advance to the Allocator the fee for the preferential allocation of the capacity according to Article II (1) of this Agreement, and namely in the amount equal to 1.15 multiple of the total price for the capacity allocation for the whole extent of the capacity, i.e. all its portions, according to Annex A.
2. The fees pursuant to paragraph 1 shall be paid by the Railway Undertaking on the basis of invoices issued by the Allocator with due date identical to the deadline set out in the Statement for the submission of regular capacity applications for each period of validity of individual GVDs.
3. The invoice must comply with the requirements for a tax document laid down in the generally binding legal regulations, otherwise the Railway Undertaking shall be entitled to refuse the payment and return without undue delay the invoice to the Allocator for its correction. The maturity of invoices complying with the generally binding legal regulations shall be 30 days.
4. The provisions of this article shall not affect the fulfilment of the payment obligations according to the Statement, in particular the price for the capacity allocation and the price for the rail system use.

Article VI

Contractual fines

1. The Railway Undertaking shall be obliged to pay to the Allocator the contractual fine in the amount of 50 % of the price for the rail system use within the extent of the relevant portion of capacity according to Annex A for the validity period of a relevant GVD, if the Railway Undertaking

- a) did not apply for this portion according to Article III in a due manner and in time,
- b) applied for this portion according to Article III, but it subsequently amended or cancelled the application for its reasons, or,
- c) surrendered that portion or did not use it, even in part.

2. If the Railway Undertaking causes damage to the Allocator by breaching the contractual obligations according to paragraph 1, it shall be obliged to pay the compensation in the amount in excess of the contractual fine.

3. If the Allocator fails to allocate to the Railway Undertaking the capacity portion for which the Railway Undertaking applied in a due and timely manner, or its use is prevented or limited by the Allocator without being entitled thereto, it shall pay to the Railway Undertaking a contractual fine in the amount of CZK 1,000.- for each portion of capacity, which the Railway Undertaking could not use properly. At the same time, the Allocator shall compensate in full for the damage incurred thereby.

4. The contracting party breaching the provisions of Article X shall pay to the other contracting party a contractual fine in the amount of CZK 10,000.- for each case of such breaching and it shall compensate in full for the damage incurred thereby regardless of the contractual fine.

Article VII

Changes or limitations of the terms of the Frame Agreement

1. The contracting parties shall be obliged to amend this Framework Agreement by an addendum according to Article IX hereof, if so required by better use of the rail system concerned. Better use of the rail system according to the previous sentence means in particular the increase in the passability of the rail system concerned (higher number of trains), the increase of its line load, the increase of the achievable transport output or the shortening of running or transport times by at least 10 %.

2. To the extent that the Railway Undertaking was refused the access to the service facilities that connects the rail system concerned with another rail system and/or to the extent that the Railway Undertaking was refused or limited the right to use that other rail system, the Allocator shall be entitled, without being liable for the breach of the contract or for the damage, not to allocate the capacity according to Annex A, to take away or to limit its withdrawal, and allow another railway undertaking to use the rail system concerned to the same extent. The Allocator shall inform in writing the railway undertakings concerned without undue delay.

3. Within the earliest possible deadline for the submission of the (late) application for capacity according to the Statement after the reasons for which the Allocator used its entitlement according to paragraph 2 cease to exist, the Allocator shall be obliged to offer the capacity to the Railway Undertaking according to Annex A.

4. The contracting parties shall amend this Agreement by the addendum according to Article X hereof, if, during its duration, the generally binding legal regulations or decision-making practice of public authorities is effectively changed, unless such changes of regulations or decision-making practice result in so significant facts, that it would not be fair to demand from either contracting party or both contracting parties an amendment to the Agreement.

5. This Framework Agreement can be amended by either contracting party by means of an addendum according to Article X hereof, if its business interest requires so and the other contracting party does not agree.

Article VIII

Termination of the Framework Agreement

1. This Framework Agreement shall expire by the expiration of the period for which it was concluded or extended according to Article XI hereof.
2. This Framework Agreement can be terminated by agreement in writing of the contracting parties.
3. Either contracting party shall be entitled to withdraw from this Agreement, if done so without undue delay after the significant breach thereof within the meaning of Section 2002 of Act No. 89/2012 Sb., civil code, as amended, by the other contracting party.
4. The contracting party shall also be entitled to withdraw from this Agreement if it does so without undue delay because the other contracting party does not agree, without a legitimate reason, with the proposed amendment to the Agreement according to Article VIII (1) or (4) for more than 3 months.
5. The Allocator shall also be entitled to withdraw from this Agreement if it does so without undue delay, because the Railway Undertaking assigned the rights according to this Agreement without the approval of the Allocator or it assigned the allocated capacity according to Annex A, even in part, to another.
6. The Allocator shall also be entitled to withdraw from this Agreement if the Railway Undertaking fails to pay a price, even only its part, invoiced according to Article VI in spite of the Allocator's prior notice in writing. The exercise of the right according to the previous sentence shall not affect the Railway Undertaking's obligation to pay the interests on late payment with the payment according to the generally binding legal regulations.
7. The withdrawal from the Framework Agreement shall be notified to the other contracting party in writing and without undue delay, otherwise it shall be invalid.
8. Either contracting party shall be entitled to terminate this Agreement, if its commercial interests require so and if, at the same time, further duration of this Agreement cannot be reasonably required from that party. The notice of termination must be in writing, it must contain both terminating reasons according to the previous sentence and it must be delivered to the other contracting party no later than within 30 days prior to the date when the railway undertakings can first apply for the capacity allocation on the rail system concerned for the period of validity of a new GVD, otherwise it shall be invalid. The notice period shall begin to run upon the delivery of the notice to the other party and it shall end on the last day of the GVD validity, during which the notice was delivered to the other contracting party.
9. Termination of this Agreement shall not affect the later right of the Railway Undertaking to apply for capacity, to which the Agreement applies, in accordance with the Network Statement.
10. The contracting parties must settle their mutual obligations according to this Agreement within 30 days as of its termination.

Article IX

Miscellaneous provisions

1. This Framework Agreement may be amended by addenda concluded by the contracting parties, numbered in ascending order.
2. The Allocator's rights and obligations according to this Agreement shall pass to its legal successor regardless of whether the succession was established as a result of the Allocator's termination, the decision made by the Rail System Operator or by a public authority.

3. The Railway Undertaking may transfer the rights and obligations according to this Agreement to another railway undertaking only with a prior written consent of the Allocator.
4. Other rights and obligations of the contracting parties not mentioned in the Agreement, in particular those governed by the ZoD and by the Statement, shall not be affected by the provisions hereof.

Article X

Protection of confidential information

1. While respecting commercial confidentiality, the general nature of this Framework Agreement shall be made available to any interested party.
2. The contracting party shall not disclose any information relating to this Agreement to a third party without a prior written consent of the other party, unless this Agreement and/or the generally binding legal regulations provide otherwise.
3. Where the contracting party receives, in accordance with a generally binding legal regulation, a request for information relating to this Agreement, which it is obliged to provide under such regulation, it shall inform, without undue delay, the other party with the entire content of the request, it shall inform the other party of the envisaged method of deciding the application and it shall ask the other party to comment on the request for information within a reasonable time. The other contracting party shall also be obliged to comment on such request without undue delay so that the request for information can be executed by the relevant contracting party within specified or statutory time limits. The contracting party shall also notify the other contracting party of the execution manner of the request without undue delay. In cases where the procedure for disclosing or providing information or for execution of the information request is subject to a generally binding legal regulation governing the procedure before a public authority, one contracting party shall allow the other contracting party to defend, to the maximum extent possible, its rights including, where appropriate, participating in such proceedings. If such involvement of one contracting party is not possible, the other party shall, in the interest of the first contracting party and in agreement with it, make every effort to protect its rights.
4. The contracting parties consider especially the information provided in Article I and in Annex A as trade secret.

Article XI

Final provisions

1. This Framework Agreement is concluded for a period of 5 years and may be extended. It shall become valid and enter into force when signed by both contracting parties. The capacity according to this Agreement shall be allocated for the first time in the earliest regular deadline for the capacity allocation before the annual change of the GVD after it is modified after this Agreement enters into force.
2. After the expiry of the five-year period according to paragraph 1, the validity of this Framework Agreement shall be immediately automatically extended for a period of further 5 years, unless so significant circumstances occurred and were announced during the period specified in paragraph 1 that it would not be fair for either contracting party to demand the extension of the Agreement. While such circumstances according to the previous sentence exist, the contracting party affected thereby shall notify in writing the other contracting party of such circumstances explicitly stating that, due to such circumstances, it does not agree with the extension of the Framework Agreement. The notification must be delivered to the other contracting party no later than the 30th day

immediately preceding the first day when the railway undertakings may apply for the capacity of the rail system concerned for the GVD period, the validity of which begins in the fifth year and ends in the sixth year after the conclusion of this Framework Agreement. In the event of a late delivery of the notification according to this paragraph within the end of the GVD validity according to the previous sentence, the Allocator shall be liable therefor as if it had breached Article II, and the Railway Undertaking as it had breached Article III of this Agreement for the validity period of the GVD according to the previous sentence, and this Agreement shall terminate on the last day of the validity period of this GVD. In the event of a longer delay in delivering the notification according to this paragraph, the Framework Agreement shall be automatically extended according to the first sentence.

3. Annex A “Characteristics and scope of the capacity required by the Railway Undertaking and offered by the Allocator” shall make an integral part of this Agreement.

4. This Framework Agreement was drawn in four counterparts and each party shall obtain two counterparts thereof.

5. The contracting parties declare to have been acquainted with the content of this Framework Agreement prior to its conclusion, they consider it sufficiently unambiguous and understandable. Therefore, while being aware of their rights and obligations arising from the conclusion of this Agreement, they express their consent by the below affixed signatures.

Given at date.....
For the Allocator:
Ing. Zdeněk Michl
Executive officer of taktici.cz, s.r.o.

Given at date
For the Railway Undertaking:

**The terms and conditions for the provision of services
through service facilities available from the regional rail
system**

1. The terms and conditions for the provision of services through service facilities according to paragraph 1 are listed on www.kzc.cz

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Invoicing agreement

for the capacity allocation according to the valid Network Statement on the regional rail system operated by KŽC Doprava, s.r.o., Šenovka branch (hereinafter referred to as “the Agreement”)

taktici.cz, s.r.o.

Company Registration No.: 147 07 659

Tax Registration No.: CZ 147 07 659

Registered office: Dittrichova 328/19, 120 00 Praha 2, Czech Republic

Represented by: Ing. Zdeněk Michl, executive officer

Bank connection: Fio banka, a.s., account number 2300893970/2010

Incorporated in the commercial register kept by the Municipal Court in Prague, file No. C 209637

(hereinafter referred to as “the Allocator”)

and

.....

Company Registration No.:

Tax Registration No.:

Registered office:

Represented by:

Bank connection:

Incorporated in:

(hereinafter referred to as “the Applicant”)

Article 1

Subject-matter

1. The subject-matter hereof is the regulation of the rights and obligations of the contracting parties in the invoicing the price for the allocation of capacity on the rail system operated by KŽC Doprava, s.r.o., Šenovka Branch (hereinafter referred to as “the KŽC”).

2. The prices shall be set on the basis of the valid Network Statement on the regional rail system operated by KŽC Doprava, s.r.o., Šenovka Branch, issued by taktici.cz, s.r.o. and KŽC Doprava, s.r.o., Šenovka Branch (hereinafter referred to as “the Statement”).

Article 2

Conditions laid down for invoicing and invoice data

1. The invoice (hereinafter referred to as “the Invoice”) shall contain the requisites of a tax document according to the provisions of relevant generally binding regulations valid on the territory of the Czech Republic, in particular Act No. 235/2004 Coll., on value added tax, as amended, including the overview of the executed applications for the capacity allocation. The invoice shall also contain the total final price for the capacity allocation, VAT and the total price including VAT.

2. The price for the capacity allocation shall be fixed in the manner laid down in Annex No.4 to the Statement.

3. The price for the capacity allocation shall be invoiced by the Allocator to the Applicant within the 15th day after the end of the calendar month in which the application for the rail system capacity was executed.

4. The invoice data for the payments for the rail system capacity allocation are given in the heading of this Agreement. Variable symbol = invoice number.

Article 3

Payment terms

1. The invoice due date in accordance with Article 2 shall be settled to be 30 calendar days as of the date of issue. The day of taxable supply means the last calendar day in a month in which the Allocator provided services to the Applicant according to this Agreement. The payment shall be deemed implemented when the funds are credited to the Allocator’s bank account. In the event that the invoice contains incorrect or incomplete data, the Applicant shall be entitled to return it before the due date to the Allocator stating the reasons for its refusal. The Allocator shall correct the returned invoice or issue a new correct one. In such case, a new due period shall run for the Applicant according to this paragraph, first sentence.

2. In case of default in payment under this Agreement, the contracting parties agree on a contractual fine in the amount of 0.05 % of the amount due for each commenced day of the default up to the amount owing.

3. If the Allocator becomes an unreliable payer or the Allocator’s invoice contains an account number that is not included in the public register of reliable accounts, the Applicant shall be entitled to pay the value added tax directly from its financial implementation to the competent tax authority of the Allocator.

Article 4

Final provisions

1. All additions and amendments to this Agreement must be made only in the form of a written amendment signed by the both contracting parties. The amendment shall always become an integral part hereof. The change in the name of a responsible person, registered office of the company, account number or other data which the contracting party is entitled to change unilaterally, shall not be a reason for concluding an amendment, provided that such fact is notified to the other party in writing.

2. This Agreement is executed in two counterparts, one for each contracting party.

3. This Agreement is concluded for an indefinite period of time and it shall become valid and enter into force when signed by both contracting parties.

4. The contracting parties have agreed that the contractual relationship established by this Agreement can be terminated by:

- a) a written agreement of the contracting parties,
- b) a written notice of termination of either contracting party. The notice period shall be 3 months and start to run on the first day of a calendar month following the month when the notice of termination was delivered to the other contracting party.

5. The contracting parties shall be obliged to settle their mutual obligations within 30 days as of the end of the contractual relationship.

In Prague, date

In..... date

For the Allocator:
Ing. Zdeněk Michl
Executive officer of taktici.cz, s.r.o.

For the Applicant: