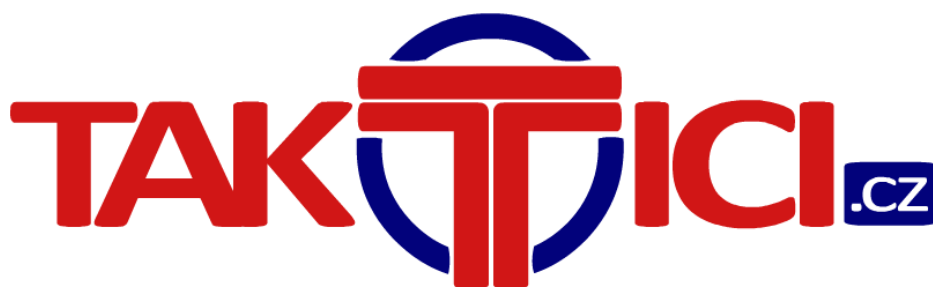




UŽKOKOLEJKY

JINDŘICHŮV HRADEC



Company

tactici.cz, s.r.o.,

Published by

**Network Statement on regional railway operated by Správa
úzkokolejných drah s.r.o. (Narrow Gauge Railway
Administration Ltd.)**

with effect from 29 October 2024.

Change sheet

Date of issue of the amendment	Description of the change
26.8.2024	Annex No. 2 - Change of dispatcher contact telephone number
29.10.2024	Annex 3 - Specification of coefficients A, B and calculation of c_1

Article 1
Introductory provisions

1. This **Network Statement on regional railway operated by Správa úzkolejných drah s.r.o.** (hereinafter referred to as the Declaration) contains the principles and procedures applied in setting the price and charging for the use of the railway as specified below and in allocating the capacity of the railway on their railway transport route. The Statement is issued for the preparation of the timetable 2023/2024 and subsequent timetables with effect from 8 August 2024.
2. Správa úzkolejných drah s.r.o. (hereinafter referred to as the "Railway Operator") is the operator of the regional railway on the basis of the official permit to operate the regional railway:
 - a. registration number ÚP/2023/8023 for the regional railway Jindřichův Hradec - Nová Bystřice (including the area of the track splice),
 - b. registration number ÚP/2023/8024 for the regional railway Jindřichův Hradec - Obrataň.
3. This Declaration applies to the regional railways Jindřichův Hradec - Nová Bystřice and Jindřichův Hradec - Obrataň.
4. The railway operator has decided to let the so-called main activities within the meaning of Section 2(12) of Act No. 266/1994 Coll., on Railways (hereinafter referred to as the "ZoD"), i.e. activities related to the negotiation and calculation of the price and collection of payment for the use of the railway, the allocation of the railway capacity and the processing of this declaration on the railway by the so-called Independent Allocator, the company taktici.cz, s.r.o, with registered office at Dittrichova 328/19, 120 00 Praha 2, ID No.: 14707659, VAT No.: CZ14707659 (hereinafter referred to as the "Allocator"). The Allocator's data box has the identifier dfft76x. The Allocator performing this activity on behalf of the Railway Operator shall perform it impartially. This Declaration has been prepared and issued by the Allocator.
5. In accordance with § 33(1) of the ZoD, the Allocator publishes the track declaration on the website <https://taktici.cz/pridelce>. This declaration is made available to carriers free of charge, also on the website <https://taktici.cz/pridelce> or by e-mail upon request to 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 (hereinafter referred to as 'Directive 2012/34/EU'), the declaration must be kept up to date and amended where necessary. Therefore, the Allocator reserves the right to make any modifications to this declaration and to publish them on the website <https://taktici.cz/pridelce> in accordance with Article 33(5) of the ZOD.
7. The Railway Operator to which this Declaration applies is obliged to ensure that in the event of a change in the person of the Allottee or the Railway Operator, the rights and obligations of the Allottee under the Framework Agreement according to Annex 4, unless its conclusion is excluded by the Declaration and if concluded, are transferred to the new Allottee.

Article 2
Legislation and regulations

1. The basic legislative conditions for the operation of the railway and for the operation of rail transport, as well as the rights and obligations of legal and natural persons related thereto, are laid down in particular in the ZOD and related implementing legislation.
2. The basic internal regulations of the regional railway operator determining the rules of organisation and operation security are formed by the regulations of the Railway Operator. The list of regulations is a part of the Contract for operation of rail transport concluded between the Railway Undertaking and the carrier. The above list is valid at the time of signing the respective contract. In the case of applicants for railway capacity without a carrier's licence (concluded Railway Operation Agreement), the applicant shall contact the Allocator, who shall immediately inform the applicant of the contact person of the Railway Undertaking.

Article 3

Category of the runway, its local designation and data on its operational and technical characteristics

1. This Declaration is issued for the regional railway operated by the commercial company Správa úzkolejných drah s.r.o., consisting of the lines Jindřichův Hradec - Obrataň and Jindřichův Hradec - Nová Bystřice.
2. On these lines, the journey is organised in the form of a train journey. The timetable for the train journey is established by the Allocator. For trains crossing the contact between the lines (i.e. including running in the track gauge), the timetable shall be designed by the Railway Administration, a state organisation, taking into account the needs of individual carriers. The Allocator provides it with supporting documents and information so that it can draw up an optimal proposal and coordinates the creation so as not to disadvantage carriers operating rail transport on the lines operated by the Operator. The timetable aids for the Operator and the railway undertakings operating on the regional railways operated by the Operator (including the rail splice) shall be prepared by the Allocator.
3. The railway line Jindřichův Hradec - Nová Bystřice is located in the railway station Jindřichův Hradec in the section from the end contact of the switch number 22 in the branch line at km 0,543 to the end contact of the switch number 24 at km 2,589 (regional railway) meets the national railway Veselí nad Lužnicí - Jihlava operated by the railway operator Správa železnic, státní organizace (Railway Administration, state organisation) via a track splice on km 27,367 to 29,418 of the national railway.
4. The line Jindřichův Hradec - Obrataň branches off from the regional railway Jindřichův Hradec - Nová Bystřice by switch No. 23 at km 1,987 (perimeter of the railway station Jindřichův Hradec). In the rail splice it is connected at the railway station Jindřichův Hradec by the end contact of switch No. 23 at km 28,830 of the national railway to the national railway Veselí nad Lužnicí - Jihlava.
5. Connection to railways operated by the Railway Administration, state organisation, in sleeper pits:
 - a. The regional railway Jindřichův Hradec - Nová Bystřice is further connected to the national railway at the railway station Jindřichův Hradec in the area of the sleeper pit in km 0,230 to 0,292 of the track 17m of the regional railway Jindřichův Hradec - Nová Bystřice, which is km 27,084 to 27,146 of the national railway track 8b.
 - b. The regional railway Jindřichův Hradec - Obrataň is further connected in the transport station Obrataň by track number 7 in the area of the sleeper pit on km 45,745 - 45,776 of the regional railway to the regional railway Tábor -

Horní Cerekev at the railway station Obrataň by track number 3 on km 45,639 - 45,608 of the regional railway Tábor - Horní Cerekev.

Basic operational and technical data about the railway

Line number	228	229
start of the track	Jindřichův Hradec	Jindřichův Hradec
end of the track	Turnaround	Nová Bystřice
gauge	760 mm	760 mm
power system	non-electrified track	non-electrified track
number of tracks	1	1
length of the track	44 km	33 km
km location of the start of the route	1,987	-0,055 (transport station Jindřichův Hradec, district Malé nádraží)
km position of the end of the line	46,000	32,984
total construction length of the line (km)	43,976	33,042
max. line speed (km/hr)	50 km/h	50 km/h
passenger train length standard (m)*	30 m	200 m
freight train length standard (m)*	95 m	200 m
maximum permissible train length (m)*	200 m	200 m
maximum slope of the track	25 ‰	17 ‰
permissible line load class	C2	C2
list of transports	Upper Skřýchov Lovetín Nová Včelnice Kamenice nad Lipou The Beehive Khvalkov Černovice near Tabor Cramp Turnaround	Jindřichův Hradec small railway station Jindřiš Blazejov Střížovice Kunzak-Lomy Kaprrou Senotín Hůrky Alber Nová Bystřice
list of stops	Dolní Radouň Lovětín village Nekrasín Žďár near Kamenice nad Jizerou Lipou Rodinov Benesov nad Lipou Dobesov Střítež near Černovice	Jindřiš stop Little Ratmirov

Article 4

Rules for access to and use of the track

1. Only an eligible applicant may submit an application for allocation of track capacity to the Allocator, i.e.:
 - (a) a person who holds a valid licence for the relevant runway; or,
 - b) in accordance with the ZoD, a person who is not the holder of a valid licence and submits to the Grantor, prior to the allocation of the runway capacity, a written declaration from the licence holder that it will actually use the capacity if allocated. Only one licence holder may make such a declaration for a particular part of the runway capacity. If the applicant fails to submit such a declaration, the Allocator shall not allocate the runway capacity to the applicant. A person applying for the allocation of capacity to a licensee under this paragraph (b) shall, no later than at the same time as applying for the allocation of capacity, deliver to the Allocator a corresponding power of attorney from the holder of a valid licence.
2. The railway administration shall grant, on request, an authorisation to operate rail transport on a regional railway (licence) if the applicant:
 - (a) is over 18 years of age and has full legal capacity, if he or she is a natural person,
 - (b) is of good character within the meaning of section 26 of the ZOD,
 - (c) is professionally qualified within the meaning of Section 27 of the ZoD,
 - (d) is financially eligible within the meaning of Section 28 of the ZOD,
 - (e) has not seriously breached labour law,
 - (f) has not seriously infringed customs regulations in respect of the authorisation to operate rail freight transport,
 - (g) is insured on the date of commencement of the operation of the railway transport in the event of an obligation to compensate for damage caused by such operation; and
 - h) is established in the Czech Republic.
3. Pursuant to § 24a(5) of the ZOD, a valid licence for the operation of rail transport on national and regional railways includes a valid licence issued by a competent authority of another EU Member State in accordance with Directive 2012/34/EU.
4. The holder of the licence for which the capacity is requested must be a person established in a Member State of the European Union, authorised to operate rail transport on a regional railway in the Czech Republic.
5. The holder of a valid licence for the operation of rail transport on a local or siding railway may also operate rail transport on a national or regional railway if it is a point of contact between mutually connected railways.
6. A carrier may operate rail transport on a regional railway only if on the date of commencement of operation of rail transport on that railway it is also the holder of a carrier's certificate. If the applicant intends to operate rail transport only on the territory of the Czech Republic or on the territory of another Member State on a section of the railway

close to the state border of the Czech Republic, it shall apply for a carrier's certificate to the railway administration office or the European Union Agency for Railways. If the applicant also intends to operate rail transport in another Member State, other than on the section of track referred to in the first sentence, he shall apply to the European Union Agency for Railways for the issue of a carrier's certificate. The modification of the carrier certificate is contained in particular in § 31a to § 31d of the ZOD and in Commission Implementing Regulation (EU) 2018/763 of 9 April 2018 laying down practical rules for the issuing of single safety certificates to railway undertakings pursuant to Directive (EU) 2016/798 of the European Parliament and of the Council and repealing Commission Regulation (EC) No 653/2007.

7. A carrier may operate rail transport on a regional railway only if:

- a) has, as of the date of commencement of operation of rail transport, insurance for the obligation to compensate for damage caused by the operation of rail transport and to pay the insurance premium, and has had such insurance and paid the insurance premium for the entire period of operation of rail transport. The minimum amount of the insurance benefit is set, as in the case of railways operated by the Railway Administration, s.o., at CZK 50 million;
- b) is allocated track capacity throughout the entire range of rail transport operations. Except in the cases referred to in Article 6, paragraph 8 and in Annex 3, Article V.,
- c) the price for the use of the runway was negotiated according to the price regulations and the method of payment was determined,
- d) has concluded a contract for the operation of rail transport, unless it is identical with the Railway Operator; a draft of this contract is in Annex 7 to this Declaration.
- e) in the case of transport of an extraordinary consignment, special technical and operational conditions have been agreed with the Railway Undertaking to enable such transport.

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

9. In the Czech Republic, the administrative body competent to issue licences to railway transport operators and carrier certificates is the Railway Office. The European Union Agency for Railways shall also issue the carrier's certificate under the conditions provided for in Section 31a of the ZOD.

10. In accordance with the provision of § 35 (2) (p) of the Railway Undertaking Agreement, the Railway Undertaking shall, prior to the train's journey, transfer to the Railway Undertaking's IS the licence number of each driver driving an active traction vehicle on the train and the European vehicle number. The Railway Undertaking shall transmit this information to the Railway Undertaking via the designated web interface of the Railway Undertaking, until it is launched, by telephone to the SÚD dispatcher under the conditions specified in the Railway Undertaking's internal rules.

Article 5

Price for allocation of runway capacity, price for use of the runway and rules for their calculation

1. The price for the allocation of the runway capacity operated by the Railway Operator, the price for its use and the rules for their calculation are set out in Annex 3 to this Declaration.

2. In its activities, the Allocator shall not take into account any instructions of the Railway Undertaking that could compromise its impartiality, in particular instructions aimed at calculating a certain price or allocating railway capacity to a certain applicant.

Article 6

Requirements and method of submitting an application for allocation of railway capacity

1. Requests for the allocation of track capacity, for the introduction of a train of the carrier and for the processing of the train TSI shall be submitted by the applicant in writing via the postal service provider to the address of the allocator, electronically to the e-mail address pridelce@taktici.cz , or via the data box dfft76x.

2. The application for the allocation of track capacity is not bound to a specific form, it may be submitted in free form so that it contains the elements listed in paragraph 3. The application for the allocation of track capacity must be supported by a valid licence to operate rail transport, authorising the applicant to operate the requested type of rail transport in the time period for which the allocation of track capacity is requested, or the applicant must prove that it has submitted a Declaration pursuant to Article 4(1)(b) of the Declaration, if the effective wording of the TOC allows it.

3. The applicant is obliged to state in the application:

- a) the business name, identification number and registered office of the applicant,
- b) a description of the required capacity of the railway, i.e. the train path, including the indication of the train's starting and finishing station (possibly including the definition of the junction of mutually connected lines),
- c) the type of rail service operated, including whether the train is operated on the train path under a public service obligation contract;
- d) the time scale of the required track capacity (i.e. the calendar of train path usage - regular/as needed, daily/on specific days, or from-to),
- e) proposal of the timing of the required train/shift route,
- f) the type of train to be operated on the required train path, including the definition of its maximum weight, speed, length, braking mode, maximum braking percentage and running resistance,
- g) indication of the required tariff and non-tariff notes after the annual timetable, including their time and space limitations,
- h) the type and scope of services required,
- i) type of traction and series of railway vehicles, both driven and hauled, technically qualified for operation on the railway of the Railway Operator,
- j) other requirements of the applicant for the movement of railway vehicles and the occupation of tracks in the perimeter of the station where the requested train path starts or ends,

4. The carrier must, no later than on the date of commencement of operation of rail transport according to the allocated capacity, provide the Railway Operator with:

- a) a carrier's certificate valid for the time period for which the carrier has been allocated track capacity,
- b) proof of insurance for damages arising from the operation of rail transport in connection with the use of the allocated capacity of the railway, including proof of payment of the insurance premium.

5. At the request of the Allottee, the applicant shall be obliged to prove that it meets all the conditions required for access to and use of the relevant runway by this Declaration and by generally binding legal regulations.
6. The time of receipt of the application by the Allottee shall be decisive for the determination of the ranking of the requirements under Article 7(3)(b) and (c).
7. The applicant shall designate the persons who will be authorised to apply on its behalf for the allocation of track capacity. The applicant shall be fully responsible for these persons with regard to the submission of applications for track capacity.
8. The responsible employee of the Railway Undertaking is entitled to require the carrier to communicate the number of the application on the basis of which the use of the railway will take place before the carrier enters the railway. If the relevant capacity part has been requested by the applicant pursuant to Article 4(1)(b), the responsible employee of the Railway Undertaking may also require the submission of a copy of the valid Declaration of the licence holder pursuant to Article 4(1)(b) for which the relevant capacity part has been requested. If the carrier fails to communicate the application number or to submit the declaration in accordance with this paragraph, the responsible employee of the Railway Undertaking shall be entitled to refuse access to the regional line without the Railway Undertaking being liable for any damage resulting therefrom.

Article 7

Rules for the allocation and withdrawal of runway capacity, including the allocation of capacity in an emergency situation

1. In the capacity allocation process, the Allocator shall proceed in such a way as not to favour any applicant.
2. At points of contact between the runway to which this Declaration applies and other runways, the capacity allocator shall be the capacity allocator on such other runway.
3. Capacity allocation is done through three main processes. At the same time, the Allocator allows the submission of an application in the format defined by the Allocator.
 - a) **long-term allocation**, which is taken into account in the construction of the annual timetable and in the implementation of planned changes to it. This includes regular requests and late requests for capacity. The deadline for submitting applications for the annual timetable is 30 April each year. The deadline for late applications to the timetable is 30 September each year. The timetable change dates are the same as the Declaration on national and regional railways, valid for the preparation of the timetable for the relevant period, issued by the Railway Administration, a state organisation (hereinafter referred to as 'Railway Administration Declaration'). The deadlines and time limits for submitting these applications are set out in the ZoD in § 34a. The application shall be made by the methods set out in Article 6(1). The carrier has the option of including more than one train in a single application,
 - b) **a one-off allocation** (henceforth '*ad hoc*'), which operates with the spare capacity remaining after the completion of the annual timetable construction and after each of its planned changes. *The ad hoc* request shall be submitted at least 5 calendar days before the date of the requested allocation of track capacity, electronically to the e-mail address pridelce@taktici.cz
 - c) **urgent ad hoc** - if the applicant for the allocation of runway capacity intends to submit his/her application less than 5 calendar days before the date of the requested use of the runway, this can be done electronically to the e-mail address pridelce@taktici.cz .,

4. The capacity of a railway, i.e. its usable throughput within the framework of the distribution of required train routes on a certain section of the railway in a certain period of time, is expressed in terms of the number of trains that can be operated on a regional railway in a certain period of time with given technical, operational and staffing equipment and observing the required quality of transport. In cases where it is not possible to satisfy all the requirements for the allocation of spare capacity in the annual timetable, the Allocator is entitled to offer applicants other spare capacity at a different place or time. If even this process does not satisfy all requests, the Allocator shall proceed according to the following order of priority of trains to be operated:

- a) regular public rail transport to meet the transport needs of the state,
- b) regular public rail transport to provide transport services to the regions,
- c) regular combined transport,
- d) transport according to the framework contract,
- e) regular interstate passenger transport,
- f) regular interstate freight transport,
- g) regular domestic passenger transport,
- h) regular domestic freight transport,
- i) other transport.

If, even after coordination of capacity requests pursuant to § 34a para.4 and 5 of the TCD, it is not possible to satisfy the requests for available runway capacity, the Allocator shall declare the relevant runway or part thereof to be congested. The Allocator shall notify the Railway Undertaking of this fact and the Railway Undertaking shall post it on its website and at the same time analyse the causes of the exhaustion of the capacity of the railway. Within 6 months from the date of the analysis of the runway capacity, the Railway Undertaker shall draw up a plan to mitigate or eliminate the congestion on the basis of the analysis.

5. The allocated runway capacity may only be used by the applicant to whom the capacity has been allocated and who is the holder of the licence, or by a licence holder who has made a declaration pursuant to Article 4(1)(b). If that licensee cannot use the allocated track capacity or intends to limit the scope or frequency of train movements on certain days or during certain periods, it shall have the possibility to renounce the allocated capacity with the Allocator at least 30 days before the scheduled train running date. If the said applicant renounces the allocated track capacity less than 30 days prior to the scheduled running date outside the periodic change of the JU specified in the valid Declaration of the Railway Administration, or if the allocated track capacity is forfeited due to train delay or track use by a shifting part greater than 1 200 minutes for reasons on the applicant's side, or if the allocated track capacity is not used, the applicant shall be obliged to pay a penalty to the Allocator in accordance with the draft penalty payment arrangement set out in Annex 1. The capacity so released may be allocated to another applicant.

6. Without being liable for any damage caused thereby, the Allocator shall be entitled to withdraw the allocated track capacity from the carrier in the event that:

- a) not used for at least 75 % for a period of one month for reasons attributable to the carrier,
- b) the carrier no longer meets the conditions for access to the runway set out in Article 4 of this Declaration,
- c) the carrier uses the runway in contravention of the allocated capacity of the runway,
- d) the capacity allocated to the carrier on the downstream track has been withdrawn, withdrawn or reduced (the capacity shall be withdrawn proportionally to the extent of the measures referred to).

7. In the event of extraordinary events in rail transport (e.g. delays, track closures, introduction of extraordinary trains, etc.), the Railway Undertaker shall allow the use of the

track according to the order set out for operational management of rail transport in Decree No.173/1995 Coll., which issues the Railway Traffic Code, as amended, and shall proceed in accordance with § 23b(5) of the ZOD.

8. Changes can be made to applications during the long-term capacity allocation process. If changes are made, the application will retain its original number but the date of submission will change. If this change occurs after the end of the time period for regular applications to the annual timetable but before the end of the time period for late applications to the annual timetable, the type of application will also change from regular to late.

9. The applicant may use the allocated capacity of the runway within a time window that starts no earlier than 3 hours before the arrival time specified in the application and ends no later than 21 hours after the departure time specified in the capacity application.

Article 8

Restrictions on the allocation of runway capacity

1. The grantor shall be entitled to limit the allocation of the runway capacity in the event that the operation of the runway or its part is restricted due to the maintenance or repair of the runway, due to the performance of activities endangering the safety or continuity of rail transport or due to the disruption of the runway's operability as a result of a natural event, an accident or an extraordinary event that restricts the safe operation of the railway or rail transport, within the scope of the plan for restricting the operation of the railway or part thereof approved in a decision of the Office for the Protection of Competition (hereinafter referred to as the "Office"), unless the period of restriction does not exceed 24 hours.

2. Similarly to Article 7, paragraph 4, in the event of a capacity allocation limitation, the Allocator is entitled to declare the relevant runway or part thereof congested following the process of coordination of capacity applications pursuant to Section 34a, paragraph 4 of the TSA.

3. If the railway or part thereof is declared congested by the Allocator, the Allocator shall be entitled to allocate the railway capacity to the applicant for operation of the service in the order of priority in accordance with Article 7, paragraph 4.

4. Within each of these groups (Article 7(4)(a) to (i)), if a framework agreement is concluded, priority will be given to the capacity to operate the category of transport covered by the framework agreement specified in Annex 4. If such capacity is covered by more than one framework agreement, it shall be allocated in priority to the carrier which has concluded a framework agreement for a longer period.

5. In accordance with Article 14 of Commission Implementing Regulation (EU) 2016/545 on procedures and criteria concerning framework agreements for the allocation of railway infrastructure capacity, framework agreements for the reservation of track capacity covered by this Declaration shall not be offered and concluded. The formal obligation to make the framework agreement a mandatory part of the Declaration pursuant to Section 33(3)(m) of the ZoD is not affected by this fact.

Article 9

Conditions for review by the Authority

1. The Office shall decide, at the request of the applicant for the allocation of railway capacity or ex officio, whether any part of the published Declaration, the scope of the

allocated capacity or the procedure for its allocation is not in breach of the ZoD. If an amendment to the Declaration has been published, an application may be made only in respect of such amendments.

2. The proposal must include information on what the contradiction according to the previous paragraph is perceived to be, or which part of the Declaration is in conflict with the ZoD, and identification of the evidence needed to prove such contradiction.

3. If the Authority decides that any part of the Declaration is contrary to the ZoD, it shall set a reasonable time limit in the decision after which such part may not be used. The allottee shall replace the part which is in contravention of the said Act with a new part, which shall be recorded in the Declaration and the Declaration shall be republished.

4. At the request of one of the contracting parties to a contract for the operation of rail transport on a regional railway or ex officio, the Office shall decide whether such a contract is not in conflict with the ZOD. The same applies to a proposal to conclude such a contract. The application for initiation of proceedings must contain information on which part of the contract is in conflict with the CSR, where the conflict is perceived to lie and the evidence needed to prove it. If the Authority decides that any part of the (draft) contract is contrary to the ZOD, it shall set a reasonable time limit in the decision after which that part may not be used.

5. The Authority is obliged to issue a decision within 40 days of the date of initiation of the proceedings.

Article 10

Provisions on penalty payments

1. The provisions on penalty payments for disruption of rail transport operations are set out in Annex 1.

2. The Railway Undertaking shall not be liable for extra costs incurred by carriers in connection with the limitation in the allocation of railway capacity pursuant to Article 8, except in cases directly caused by the Railway Undertaking's breach of its obligations pursuant to Section 22 of the Collective Labour Agreement.

3. If the carrier provides incorrect data in the capacity application that may negatively affect the safety and smoothness of operation (in particular a shorter train length than the train actually has) or enters the regional railway without submitting an application, it shall pay CZK 10,000 (in words: ten thousand Czech crowns) to the Railway Undertaking for each individual case.

4. The railway operator shall pay the carrier CZK 1,000 (one thousand Czech crowns) for each case where:

- a) a closure that has not been discussed with the carrier,
- b) cancels a previously negotiated lockout,
- c) changes the date of a previously negotiated lockout, where a change of date means a change in the date or time of the lockout.

5. The obligation to pay this penalty does not apply in the following cases:

- a) unnegotiated lockouts caused by force majeure,
- b) non-negotiated closures that did not affect the operation of the carrier's train,
- c) pursuant to paragraph 4, letter b) or c), for which the carrier has not forwarded to the Railway Undertaking or has not implemented its measure by the relevant closure order with impact on the running of a specific train,
- d) shortening the duration of the lockout due to earlier completion of the planned lockout work.

6. In addition to the penalty payment, the contracting party shall be entitled to compensation against the other contracting party only in an amount exceeding the penalty incurred by it by reason of the breach of the obligation protected by the penalty.

Article 11

Terms and conditions for the provision of services through service facilities, price for the provision of such services

1. Access to the services associated with rail transport operations which serve or may serve more than one carrier shall be available to all eligible carriers in a manner which excludes favouring any one carrier.
2. Requests for trackside access to service facilities along the tracks covered by this Statement are handled by the Allocator and organized by the track operator by providing a train or shunting path.
3. The terms and conditions and price for the provision of services at each of the service facilities provided by the line access railways covered by this Statement are set out on the Operator's website.
4. A description of the service facilities according to Commission Implementing Regulation (EU) 2017/2177 is available on the Operator's website. Any other service facility operator may request the publication of its service facility description by the Operator.

Article 12

Procedure, time limit and policy of the Allocator for the out-of-court settlement of disputes between the Allocator and the applicant for capacity allocation

1. In the event of a dispute between the Allocator and the applicant relating to capacity allocation issues, both parties shall first attempt to reach an amicable settlement, with the applicant requesting the other party in writing to resolve the dispute in an out-of-court hearing before Assoc. Ing. Juraj Čamaj, PhD, born 20 July 1981, residing at No 400/6, 023 33 Povina, Slovakia, e-mail juraj.camaj@gmail.com, account number SK56 8360 5207 0042 0398 2073 (hereinafter referred to as 'the arbitrator'). The Allottee shall immediately notify the Arbitrator of the dispute.
2. The dispute resolution procedure shall be in writing, and the arbitrator's decision shall be delivered to both parties no later than the tenth business day after the arbitrator receives notice of the dispute pursuant to the preceding paragraph. These proceedings shall not be public. The arbitration fee shall be set at CZK 5 000 and shall be paid by the applicant. This fee shall be deposited in advance to the account of the arbitrator, otherwise the arbitrator shall not initiate the proceedings. If the party concerned is successful in the dispute, it shall be entitled to a refund of 100 % of the arbitration fee and the Allottee shall pay the sum of CZK 2 500 to the Arbitrator. In the event of delay due to reasons on the part of the Arbitrator, the latter shall refund 50% of the arbitration fee to the party concerned for each and every week of delay in service under the first sentence.
3. Out-of-court proceedings under this Article shall be conducted by means of data mailboxes. If a party to the dispute or the arbitrator does not have such a mailbox, he/she shall be obliged to have one set up. The Allocator's mailbox shall have the identifier dfft76x.
4. If any of the parties to the dispute do not agree with the arbitrator's decision, or if the parties do not agree on the resolution of the dispute within 10 working days after the delivery of the notification of the dispute to the arbitrator, or if the time limit under paragraph

2 expires in vain, the dispute may be submitted by one of the parties to the competent court of the Czech Republic for resolution. The mutual communication between the parties to the dispute pursuant to this Article shall not be in the nature of a pre-litigation notice within the meaning of Section 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended.

Article 13

Interpretation of the terms used

1. Terms used in this Statement are explained:
 - a) 266/1994 on railways, as amended, and its implementing regulations (ZoD),
 - b) 77/2002 Coll., on the joint-stock company České dráhy, the state organisation Railway Administration and on the amendment of Act No. 266/1994 Coll., on railways, as amended, and Act No. 77/1997 Coll., on the state enterprise, as amended, as amended,
 - c) in Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.

.....
Ing. Bc. Zdeněk Michl
managing director taktici.cz, s.r.o.

.....
Ing. Tomáš Hůrka, MBA
Managing Director Administration of narrow gauge railways s.r.o.

Draft arrangement on penalty payments for disruption of rail transport operations, including an impartial method of out-of-court settlement of disputes concerning disruption of rail transport operations on the regional railway operated by Správa úzkolejných drah s.r.o.

Article I.

1. The Railway Undertaking (hereinafter referred to as the Railway Undertaking) and the carrier are obliged to discuss each item of the penalty payment provisions in advance, by the end of the calendar month following the relevant calendar month (in the case of penalties applied pursuant to Article II, paragraph 3, the relevant quarter) in which the reason for the application of the item arose.

Article II.

1. In the event of a dispute concerning the disruption of the operation of rail transport pursuant to this Annex, the Railway Undertaking and the carrier concerned shall first attempt to find an amicable settlement. The party concerned shall request the other party in writing to resolve the dispute in an out-of-court hearing before Doc. Ing. Juraj Čamaj, PhD., born 20 July 1981, residing at No. 400/6, 023 33 Povina, Slovakia, e-mail juraj.camaj@gmail.com, account number SK56 8360 5207 0042 0398 2073 (hereinafter referred to as the 'arbitrator') and shall at the same time notify the Allocator of the dispute. The dispute resolution procedure shall be in writing, and the arbitrator's decision shall be sent to both parties no later than on the tenth working day after the arbitrator receives notification of the dispute. Out-of-court proceedings under this paragraph shall be conducted by data mail. If a party to the dispute does not have such a mailbox, it shall be obliged to have one set up. If either of the parties does not agree with the arbitrator's decision, or if they do not agree on the application of the sanction within 10 working days of the delivery of the notice of dispute to the arbitrator, or if the time limit for delivery of the Allocator's decision on the dispute expires in vain, the dispute may be submitted by either party to the competent court of the Czech Republic for settlement. Mutual communication between the parties pursuant to this paragraph shall not be in the nature of a pre-suit notice within the meaning of Section 142a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended.

Article III.

1. In the event that the operation of rail transport is disrupted due to a defect in the operation of the carrier's vehicle fleet caused by a breakdown of a rail vehicle, the carrier shall pay a penalty of CZK 1,000 for each individual case.

2. In the event that the operation of rail transport is disrupted due to incorrect organisation of rail transport on the part caused by exceeding the time of use of the service facilities, the carrier will be charged a penalty of CZK 1,000 for each individual case.

3. In addition to the penalty payment under this Annex, a Party shall be entitled to compensation from the other Party only in an amount in excess of the penalty incurred by it for breach of the obligation protected by the penalty.

Contact persons of the Railway Operator Administration of narrow gauge railways s.r.o.

Management of the Railway Operator

Phone:

E-mail:

Ing. Tomáš Hůrka, MBA

+420 **725 820 782**

t.hurka@swietelsky.cz

Dispatcher of the Railway Operator

Phone:

E-mail:

Libor Bocek

+420 **720 837 561**

lbocek@uzkokolejky.cz

Contact persons Allocator tactici.cz, s.r.o.

Managing Director:

Phone:

E-mail:

Address:

Ing. Bc. Zdeněk Michl

+420 **777 080 979**

pridelce@taktici.cz

tactici.cz, s.r.o.

Dittrichova 328/19

120 00 Prague 2

Data box:

df76x

Prices for the allocation of capacity, prices for the use of the track for train operation, the rules for their calculation and the conditions for their application

Article I.

General provisions

1. All parameters of the system for determining the price for capacity allocation and for the use of the track for train running or shunting must be in accordance with the principles of price regulation set out in the valid price assessment of the Ministry of Finance of the Czech Republic.
2. In the price for the use of the track for the train or shift, the economically justified costs associated with:
 - a) by running a train or a shift on the affected track to the extent permitted by the Allocator, including the costs of securing this train run or shift by the operated signalling equipment and with the organisation of rail transport, including operational management,
 - b) telecommunication connection of the Railway Operator's employees with the operator of the carrier's shifting part,
 - c) receiving and providing information by the Railway Undertaking to carriers when arranging a train journey or shift,
 - d) publication of regulations, instructions and aids for the activities of carriers under the contract for the operation of rail transport (printed form).
3. For the purposes of determining the price for the use of the railway, the journey of a train or a shunting unit is also understood as the journey of an individual rolling stock, including a special traction unit, if it is organised as a shunting unit within the meaning of the transport regulations.
4. Parameters and application conditions of the system for determining the price for the use of the railway for train and shunting part travel are binding for the Allocator, the Railway Operator and all railway transport operators (hereinafter referred to as carriers).
5. Prices in the context of this Declaration mean prices excluding VAT.

Article II.

Basic prices and calculation rules

1. The total price (C) for the use of the runway includes two components - the price for the allocation of runway capacity (c_1), the price for the use of the regional runway (c_2) and the price for the use of service facilities (C_3).
2. The price for the allocation of track capacity (c_1) includes all the tasks and costs associated with the processing of the application.
3. The price for the allocation of runway capacity (c_1) is set depending on:
 - a. the length of the time interval between the application for the allocation of track capacity and the requested date of use,
 - b. the relationship between the submitted request for allocation of railway capacity and the date of the annual timetable or planned changes to it,
 - c. the number of trains or parts to be moved in the application.

4. The price for the allocation of runway capacity (C_1) includes:
 - a. processing of the application and allocation of runway capacity,
 - b. payment for the process of allocating railway capacity,
 - c. payment for the processing of the train timetable (excluding the cost of printing and distributing the paper aids) allocated to the applicant's application.

5. The price for the allocation of runway capacity (C_1) is set as follows:

- a. A proper request for allocation of track capacity to the annual timetable and a request for a regular change according to formula 1.

$$C_1 = 120 \cdot A \text{ [Kč]} \quad (1)$$

Where: A [CZK] is the rate for processing the application, which is set out in Article III. This rate also applies to formulae (2) to (4).

- b. Late request for allocation of track capacity to the annual timetable according to formula 2.

$$C_1 = 130 \cdot A \text{ [Kč]} \quad (2)$$

- c. Request for ad hoc capacity allocation according to formula 3.

$$C_1 = 1,5 \cdot A \text{ [Kč]} \quad (3)$$

- d. Urgent ad hoc request according to formula 4.

$$C_1 = 2 \cdot A \text{ [Kč]} \quad (4)$$

6. The price for the use of the regional railway (C_2) is set per use of the railway by train according to formula 1.

$$C_2 = \left(SR_1 + \frac{Q \cdot SR_2}{1000} \right) \cdot L \cdot K_x \cdot P_x \cdot B_x \text{ [Kč]} \quad (5)$$

Where:

A	Basic price for the allocation of runway capacity (including processing of the application)	250 CZK / route
SR_1	price for the use of the track by one train for the agreed route, related to the provision of track operation (traffic management) and converted into a price per 1 vlkm as a proportion of the price for the part of the costs of track operation	36,12 CZK/km
SR_2	the price for the use of the track by one train for the agreed route, related to ensuring the serviceability of the track and converted into a price per 1 hrtdkm as a proportion of the price for a part of the cost of operating the track	168,55 CZK/1000 hrtdkm
L	distance of the train journey in kilometres rounded up to the nearest kilometre	
Q	the gross train weight in tonnes, determined for the train as the sum of the weight of the rolling stock on the train and, for freight trains, including the weight of the freight in tonnes, rounded up to the nearest tonne	
K_x	Coefficient of the line category ; it represents a combination of factors which, during the period of validity of the annual timetable, influence the quality of services provided to carriers on a given line section, and also take into account the demand for capacity	

	allocation in a given section, the costs incurred for maintenance of lines of the relevant category in the previous statistical period, or the willingness of the railway operator to support the maintenance or increase of the amount of ordered capacity on the line of the relevant category. The classification of lines into individual categories is the result of an assessment of their current technical condition, equipment and taking into account the demand for capacity allocation on the lines	
K_1	for the line Jindřichův Hradec - Obrataň	1,24
K_2	for the line Jindřichův Hradec - Nová Bystřice	0,72
P_x	Product coefficient ; takes into account the segmentation of the market into services with different price levels. The reason for price differentiation at the product coefficient level is the different costs incurred for a given service or the support of the relevant market segment	
P_1	passenger train, motor traction	1,00
P_2	passenger train, steam traction, for the line Jindřichův Hradec - Nová Bystřice	3,00
P_3	passenger train of steam traction, for the line Jindřichův Hradec - Obrataň	1,50
P_4	freight train	2,00
B_x	the seasonal usage coefficient reflects the market segmentation with different price levels during the year with an impact on the seasonal usage of the runway and the increase in demand for runway usage	
B_1	valid for the period from 1.1. to 31.5. and from 1.10. to 31.12.	1,00
B_2	basic transport service with regular traffic all year round	1,00
B_3	valid for the period from 1.6. to 30.9.	1,50

The price of the service for the use of the regional railway by train, calculated according to the above formula, is exclusive of VAT.

Article III.

Price for parking of railway vehicles

1. These are cases when the carrier requires technological shutdown of railway vehicles outside the designated places.
2. Designated places are considered to be places designated for the loading and unloading of wagons, where the places are attached for loading and unloading, halls and workshops designated for the depot (repair) of railway vehicles, designated places for the staging of sets of wagons intended for the transport of passengers.
3. In the case of technological shutdown of railway vehicles outside the designated places, the carrier must request the Operator's consent in writing. The request must specify the type and number of railway vehicles, the track required, the length of the train and the time limit of the required shutdown (day and hour).
4. If the specified time is exceeded by the Railway Operator, the whole set is charged for each 24 hours and the penalty $C_3 = 50$ CZK (for each 24 hours).

Article IV.

Billing

1. The price for the allocation of track capacity (C_1) is invoiced to the carrier by the Allocator. For these purposes, the carrier shall enter into an Invoicing Agreement with the Allocator, on the basis of which the carrier shall be invoiced for the cost of the allocation of track capacity. A draft of this agreement is attached as Exhibit 6 to this Declaration. The date of the taxable transaction is the last day of the quarter for which it is invoiced.
2. The price for the use of the regional (c_2) runway is invoiced to the carrier by the Allocator in the context of the performance of core activities by the 15th calendar day after the end of the quarter for which is invoiced. For this purpose, the Railway Operator has concluded a contract with the Allocator for the procurement of the core activities by an independent Allocator. The Carrier shall be obliged to pay this price to the account of the Allottee marked directly on the tax invoice, on the basis of a tax invoice issued by the Allottee on its behalf, indicating the invoice number as a variable symbol. The invoices shall be payable 30 days from the date of issue. The date of the taxable supply of the use of the runway shall be the last day of the quarter for which the invoice is made.
3. The price for the use of service facilities (C_3) is invoiced to the carrier by the Railway Undertaking. In the case of invoicing for a single delivery, the date of the taxable supply shall be the same as the date of collection. In the case of invoicing for several deliveries during the relevant month, the date of the taxable event shall be the last day of the relevant month.
4. The railway undertaking sends a monthly performance overview to the carrier within 5 calendar days after the end of the calendar month in which the performance was performed. The carrier shall return the confirmed monthly performance report back to the railway undertaking within 5 calendar days after its receipt. The confirmed monthly performance summary shall be attached to the relevant invoice.

Article V.

Prices for the use of the track for train operation within the framework of drawing on the reserve capacity for the performance related to ensuring the operability of the railway infrastructure

1. The allocation of capacity and the actual use of the track for the running of trains/shunting directly ensuring the performance of diagnostics, measurement and maintenance of the railway infrastructure within the framework of actions paid from the funds for ensuring the operability of the railway infrastructure or for the purpose of material and technical support of service facilities will not be charged. In this case, it is not necessary to submit a request for capacity allocation.

Framework agreement on capacity allocation

concluded on the basis of the provisions of Section 34c of Act No. 266/1994 Coll., on Railways, as amended after the entry into force of Act No. 319/2016 Coll., (hereinafter referred to as the "Railways Act") between the contracting parties

by taktici.cz, s.r.o., ID No. 147 07 659 with registered office at Dittrichova 328/19, 120 00 Prague 2, Czech Republic

(hereinafter referred to as the "Allottee")

a

by, a company based in...

(hereinafter referred to as "the carrier")

Article I.

Subject of the Framework Agreement

1. This Framework Agreement regulates the mutual rights and obligations of the Allocator and the carrier regarding the allocation of capacity of the runway (Here the designation of the runway and its description, including the designation of the beginning and end of the runway, the point of contact of mutually connected runways and the construction length of the runway according to the decision on the issuance of the official permit pursuant to Section 17(1)(c) of the Railway Act) (hereinafter referred to as the "affected runway") and defines the characteristics and scope of the capacity required by the carrier and offered to it by the Allocator during its effective period.

2. The allocation of specific routes and timings of the capacity of the railway concerned is not subject to this Agreement, but takes place under the conditions set out in the relevant Track Statement. Capacity under this Agreement shall be allocated for the period of validity of the timetable (hereinafter referred to as the 'Timetable') at the time of the entry into force of this Framework Agreement within the tolerance parameters contained in Annex A to this Agreement.

Article II.

Obligations of the Allottee

1. The Allocator shall allocate to the Carrier, for each period of validity of each JOA during the period of validity of this Framework Agreement, capacity shares on the affected track as per Annex A within the tolerance parameters specified in the Annex, provided that the Carrier duly and timely requests such shares in accordance with the Track Declaration. In doing so, the Allocator shall give priority to requests made by the carrier in a timely and proper manner in accordance with the Declaration over requests made in a timely and proper manner by other carriers for capacity components for train categories or shift components with the same order of precedence set out in the relevant Track Declaration.

2. The parameters of the actual allocated share of capacity according to paragraph 1 for the period of validity of the different CMs may differ from each other, provided that the tolerance specified in Annex A is maintained. However, within the capacity allocation, the Allocator shall, subject to the priority rules currently in force as set out in the relevant Declaration, offer the same time slot to the carrier as it used during the period of validity of

the previous JO if that capacity slot was used by the carrier at least 75 % each month during the first four months of validity of that previous JO.

3. The procedure of the contracting parties according to this framework agreement shall not exclude the use of the railway in question by other carriers.

Article III.

Obligations of the carrier

1. The Carrier undertakes to submit to the Assignor for each period of validity of the JOA, in the time and manner specified in the relevant Declaration, an application for all capacity parts on the affected track as specified in Annex A with time positions within the tolerance parameters specified in the Annex.

2. If the Allocator's proposal to allocate a particular piece of capacity in response to the request under paragraph 1 is within the tolerance parameters set forth in Attachment A, the Carrier will accept it.

3. The Carrier undertakes that all trains for which individual capacity shares have been allocated according to Annex A shall have the characteristics specified in Annex A for the entire period of use of the railway concerned on the basis of the capacity shares allocated according to this Agreement.

Article IV.

Exceptions to the obligations of the parties

1. A Party shall not be liable for damage caused by its failure to comply with this Agreement if it proves that it has been temporarily or permanently prevented from fulfilling a contractual obligation by an extraordinary, unforeseeable and insurmountable obstacle beyond its control. Failure to perform an obligation under this Agreement shall not be considered a breach of this Agreement in the presence of such an impediment.

2. Failure of the Parties to comply with their obligations under Articles II and III of this Agreement shall not be considered a breach of this Agreement even if it occurs because the Party concerned has complied with a final decision of a public authority or because a generally binding legal regulation that came into force and effect after the conclusion of this Agreement so provides.

3. The Allocator shall not be liable for any limitation of the capacity allocation or limitation of the use of the railway concerned due to its development, modernisation, maintenance or repair, specified in terms of location and time in the Declaration and/or approved by the Office for the Protection of Competition (hereinafter referred to as the "Office") in the plan of limitation of the operation of the railway concerned. If the said restriction is not specified in the Declaration, the Allocator shall notify the carrier of the reasons for such restriction in writing without undue delay, but at the latest 30 days before the implementation of the restriction, otherwise it shall be liable for the damages incurred, unless its liability is excluded pursuant to paragraph 1.

4. In the cases referred to in paragraphs 1 to 3, or where capacity under Annex A has been duly and timely applied for by another carrier for a train or shunting part with a better ranking as determined by the priority rules in the relevant Declaration, the Allocator shall, as far as practicable having regard to the capacity parts already allocated on the railway concerned, offer the carrier an alternative capacity part as close as possible to the carrier's requirements, which the carrier may, however, refuse without being in breach of this Agreement. In the event of refusal of an alternative capacity share, the payment under Article V shall be reduced accordingly.

5. Without being deemed to be in breach of this Agreement, the carrier shall be entitled not to request capacity under this Agreement, to return unused capacity or to restrict its use of the railway in question to the extent that it has been denied access to the service facilities connecting the railway in question with another railway and/or to the extent that the carrier has been denied or restricted the right to use that other railway, provided that it has duly and timely requested access to the service facilities and/or access to the railway infrastructure of that other railway. The conditions for repayment and limitation of capacity use, including penalties, set out in the Declaration shall apply only *mutatis mutandis*. The time limit for non-sanctioned return of capacity shall be extended by the period of time during which the operator of the service facility and/or the Allocator of the other railway, and the Authority, as the case may be, has been deciding on the carrier's request for access to the service facility and/or the infrastructure of the other railway. The extent of unused capacity, if any, sanctioned under the Declaration shall be reduced by the extent to which the carrier has been unable to use it due to the decisions under the preceding sentence.

Article V.

Payment for capacity reservation

1. For the period of validity of each individual JOA during the effective period of this Master Agreement, the Carrier agrees to pay to the Assignor in advance a payment for the priority allocation of capacity pursuant to Article II, paragraph 1 of this Agreement in an amount equal to 1.15 times the total capacity allocation price for the entire capacity range, i.e. all parts thereof, as set out in Annex A.
2. Payments pursuant to paragraph 1 shall be made by the carrier on the basis of invoices issued by the Allocator with a due date identical to the due date set out in the Declaration for the submission of proper capacity applications for each period of validity of each individual JOA.
3. The invoice must comply with the requirements of a tax document provided for by generally binding legal regulations, otherwise the carrier is entitled to refuse payment and return the invoice to the Allottee for correction without undue delay. Invoices complying with generally applicable law are due within 30 days.
4. The performance of payment obligations under the Declaration, in particular the price for capacity allocation and the price for use of the track, shall not be affected by the provisions of this Article.

Article VI.

Contractual penalties

1. The Carrier is obliged to pay to the Grantor a contractual penalty of 50% of the price for the use of the runway in the scope of the relevant part of the capacity according to Annex A, for the period of validity of the relevant JOA, if
 - (a) has not duly and timely applied for that part under Article III,
 - (b) has applied for that part under Article III but has subsequently changed or cancelled the application for reasons attributable to him or her; or,
 - (c) has waived or failed to use that share, even if only in part.
2. If the Carrier causes damage to the Allottee by breach of the contractual obligation under paragraph 1, the Carrier shall be obliged to pay the damage in the amount exceeding the contractual penalty.
3. If the Allocator fails to allocate to the carrier a portion of capacity under this Agreement for which it has duly and timely applied, or if the Allocator prevents or restricts

its use without being entitled to do so, the Allocator shall pay the carrier a contractual penalty of CZK 1,000 for each portion of capacity that the carrier was therefore unable to use properly. At the same time, the Allottee shall indemnify the carrier for any loss incurred by it.

4. The Party that violates the provisions of Article X. shall pay to the other Party a contractual penalty of CZK 10,000 for each instance of such violation and shall compensate the damage caused by such violation in full, regardless of the contractual penalty.

Article VII.

Changes or limitations to the terms of the Framework Agreement

1. The parties are obliged to amend this Framework Agreement by an amendment pursuant to Article IX. if this requires better use of the track in question. Improved use of the railway according to the preceding sentence means, in particular, an increase in the capacity of the railway concerned (higher number of trains), an increase in its line load class, an increase in the available transport capacity, or a reduction in journey times or journey times by at least 10 %.

2. To the extent that a carrier has been denied access to the service facilities connecting the affected runway to another runway and/or to the extent that a carrier has been denied or restricted the right to use that other runway, the Allocator shall be entitled, without being liable for breach of contract or damages, not to allocate, to withdraw or to restrict the use of the capacity under Annex A and to allow another carrier to use the affected runway to that extent. It shall inform the carriers concerned thereof in writing without undue delay.

3. At the earliest possible date for making a (late) capacity application under the Declaration after the reasons for which the Allocator has exercised its authority under paragraph 2 have passed, the Allocator shall offer capacity to the carrier in accordance with Annex A.

4. The Parties shall amend this Agreement by an amendment pursuant to Article X. hereof if, during the term of this Agreement, there is an effective change in generally binding legislation or in the decision-making practice of public authorities, unless such change in legislation or decision-making practice results in such compelling circumstances that it would be unjust to require one or both Parties to amend the Agreement.

5. This Framework Agreement may be amended by a Party by way of an amendment pursuant to Article IX hereof if its commercial interest so requires and the other Party agrees.

Article VIII.

Termination of the Framework Agreement

1. This Framework Agreement shall terminate on the expiry of the period for which it was concluded or extended, as the case may be, in accordance with its Article XI.

2. This Framework Agreement may be terminated by written agreement of the parties.

3. Each of the contracting parties shall be entitled to withdraw from this Agreement if it does so without undue delay after a material breach of this Agreement within the meaning of Section 2002 of Act No. 89/2012 Coll., Civil Code, as amended, by the other contracting party.

4. A Party shall also be entitled to withdraw from this Agreement if it does so without undue delay because the other Party has not agreed to a proposed amendment to the

Agreement under Article VIII, paragraph 1 or paragraph 4 for more than 3 months without just cause.

5. The Allocator shall also be entitled to withdraw from this Agreement if it does so without undue delay because the Carrier has assigned rights under this Agreement without the consent of the Allocator or has assigned the allocated capacity under Annex A, even in part, to another.

6. The Allottee shall also be entitled to withdraw from this Agreement if the Carrier, despite the Allottee's prior written notice, fails to pay, even in part, the price invoiced pursuant to Article VI. Exercise of the right under the preceding sentence shall not affect the obligation of the carrier to pay interest on late payment in accordance with generally applicable law.

7. Notice of withdrawal from the Framework Agreement must be given to the other party without undue delay and in writing, otherwise it is null and void.

8. Either party shall be entitled to terminate this Agreement if its business interests so require and at the same time further continuation of the Agreement cannot be fairly required of that party. The termination must be in writing, contain both grounds for termination under the preceding sentence and be delivered to the other Party not later than 30 days before the date on which the carriers may for the first time apply for the allocation of capacity on the line concerned for the period of validity of the new tender procedure, otherwise it shall be null and void. The period of notice shall commence upon delivery of the notice to the other Party and shall end on the last day of the validity of the JOA during which the notice was delivered to the other Party.

9. The termination of this Agreement shall not affect the right of the carrier to later apply for the capacity covered by the Agreement in accordance with the Track Statement.

10. The parties shall settle their mutual obligations under this Agreement within 30 days of its termination.

Article IX.

Other provisions

1. This Framework Agreement may be amended by ascending numbered amendments to be entered into between the Parties.

2. The rights and obligations of the Grantor under this Agreement shall pass to its successor in title regardless of whether the succession is due to the termination of the Grantor, a decision of the Railway Operator or a public authority.

3. The rights and obligations under this Agreement may be transferred by the Carrier to another Carrier only with the prior written consent of the Allottee.

4. The other rights and obligations of the Parties not mentioned in this Framework Agreement, in particular those under the GTC and the Declaration, shall not be affected by the provisions of this Agreement.

Article X.

Protection of confidential information

1. The essential aspects of this Framework Agreement shall be made available to all interested parties on the basis of commercial confidentiality.

2. A Party shall not disclose any information relating to this Agreement to a third party without the prior written consent of the other Party, unless otherwise provided in this Agreement and/or generally applicable law.

3. If a Party receives a request under a generally applicable law for information relating to this Agreement which it is required to provide under such law, it shall promptly communicate the full content of the request to the other Party, inform the other Party of the manner in which it intends to decide on the request, and invite the other Party to comment on the request for information within a reasonable time. The other Party shall also be obliged to respond to such a request without delay so that the request for information can be dealt with by the Party concerned within the time limits set or required by law. The Contracting Party shall also inform the other Contracting Party promptly of the manner in which the request will be dealt with. In cases where the procedure for disclosure or provision of information or the handling of a request for information is covered by generally binding legislation governing proceedings before a public authority, one Party shall allow the other Party to defend its rights to the fullest extent possible, including, where appropriate, by participating in such proceedings. If such participation by one Party is not possible, the other Party shall, in the interest of and in agreement with the first Party, take all steps to protect its rights.
4. In particular, the Parties shall consider the information set out in Article I and Annex A to be trade secrets.

Article XI.

Final provisions

1. This framework agreement is concluded for a period of 5 years with the possibility of extension. It shall enter into force and effect upon signature by both parties. Capacity under this Agreement shall be allocated for the first time at the next regular capacity allocation date pending the amendment of the annual MA after the entry into force of the Agreement.
2. After the expiry of the five-year period referred to in paragraph 1, the validity of the framework agreement shall be automatically extended for a further five years immediately, unless, during the period referred to in paragraph 1, circumstances have occurred and been notified which are so serious that it would be unfair to require either party to extend the agreement. Where the facts referred to in the preceding sentence exist, the Party concerned shall notify the other Party in writing of the existence of such facts, expressly stating that it does not agree to the extension of the Framework Agreement on account of such facts. Such notification shall be given to the other Party not later than the 30th day immediately preceding the first day on which carriers may request capacity on the affected runway for the period of the JOA starting in the fifth and ending in the sixth year after the conclusion of this Framework Agreement. Upon late delivery of a notice under this paragraph during the period before the expiration of the term of the JOA under the preceding sentence, the Allocator shall be liable as if it had violated Article II and the Carrier shall be liable as if it had violated Article III of this Agreement for the term of the JOA under the preceding sentence, and this Agreement shall terminate on the last day of the term of this JOA. In the event of a longer delay in delivering notice under this paragraph, the Master Agreement shall automatically be extended pursuant to the first sentence.
3. Attachment A, "Characteristics and Extent of Capacity Required by Carrier and Offered to Carrier by Allocator", is an integral part of this Agreement.
4. This Framework Agreement shall be drawn up in four copies, of which each Party shall receive two.
5. The Parties declare that they have familiarised themselves with the contents of this Framework Agreement prior to its conclusion, consider it sufficiently definite and comprehensible, and therefore, being aware of the rights and obligations which arise or

may arise for them by concluding this Agreement, agree to it by the signatures attached below.

In on

For the Allottee:

Ing. Bc. Zdeněk Michl

managing director taktici.cz, s.r.o.

In on

On behalf of the carrier:

Annex A to the Framework Agreement

Characteristics and extent of capacity requested by the carrier and offered to it by the Allocator

Driving vehicle series	Kit (number and type of non-driving vehicles)	Weight of the whole train / of the displacement part (t)	Length of the whole train / of the displacement part (m)	Required speed for train path design (km/h)	Track class / axle pressure (t)	Amount of actual braking %	Category train according to the priority rules in the relevant Declaration	Periodicity	Calendar (required days during the validity of the timetable)	Timeframe of train/shift part departure from the starting point (± min.)	Required section of the affected runway	Framework travel time (± min.)

Conditions for the provision of services via service facilities accessible from the regional railway

1. The terms and conditions for the provision of services through the Operator's service facilities are set out on the Operator's website in a separate document, and will be provided to the carrier on request until the website is launched.
2. In case of carriers' request for the use of the Operator's service facilities, services are provided in the service facilities under the conditions of compliance with the Operator's operating regulations and operating rules until their free capacity is exhausted.
3. The Operator determines the method of use, time and manner of using the services on the basis of the carrier's request. The Operator shall allow the use of the service facilities on the basis of a written contractual arrangement for the use of individual service facilities for a fee.

Prices for the use of service facilities where a fee is charged

4. Petrol filling station - the price for the use of the equipment is calculated at the selling price determined according to the purchase price with a trade mark-up and a reasonable profit, which amounts to 2,- CZK/l
5. Water crane - the price is set at a lump sum for one refill of water to the steam locomotive in the amount of 600,-CZK/operation
6. Ash pits - use, including waste disposal, flat rate per use in the amount of 800,- CZK/task
7. Maintenance centre - 1000 CZK/hour, i.e. access to the assembly pit, gantry crane and equipment of the centre. The hourly rate of the centre's workers will be added to the price if they are used at the rate of CZK 600/hour.
8. Assembly jacks - 500,- CZK/hour

Invoicing contract

for the allocation of capacity according to the valid Declaration on the regional railway operated by the company Správa úzkolejných drah s.r.o.
concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code
(hereinafter referred to as the "Contract")

tactici.cz, s.r.o.

with registered office: Dittrichova 328/19, 120 00 Prague 2, Czech Republic
Represented by: Ing. Bc. Zdeněk Michl, executive director of the company
ID: 147 07 659
TIN: CZ 147 07 659
bank connection: Fio banka, a.s.,
account number: 2300893970/2010
registered: in the Commercial Register maintained by the Municipal Court in Prague, file No. C 209637

(hereinafter referred to as the "Allottee")

a

.....

with registered office:
represented by:
ID:
TIN:
bank connection:
account number:
registered:

(hereinafter referred to as "Applicant")

enter into the following contract:

Article 1

Subject of the contract

1. The subject of the Agreement is the regulation of the rights and obligations of the contracting parties in invoicing the price for the capacity allocation on the railway operated by the company Správa úzkolejných drah s.r.o. (hereinafter referred to as the "Railway Operator").
2. The prices are determined on the basis of a valid Declaration on the regional railway operated by the company Správa úzkolejných drah s.r.o., issued by the Allocator (hereinafter referred to as the "Declaration").
3. The Contributor declares that it is an independent Contributor within the meaning of Section 32(3) of Act No. 266/1994 Coll., on Railways, and has a contract with the Railway Operator for the performance of the main activities by an independent Contributor.

Article 2

Billing terms and billing information

1. The tax document (hereinafter referred to as the invoice) will contain the requirements of a tax document in accordance with the provisions of the relevant generally binding regulations in force in the Czech Republic, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended, including a summary of completed applications for

capacity allocation. The invoice shall also include the total resulting price for the allocation of railway capacity, VAT and the total price including VAT.

2. The price for the allocation of runway capacity shall be determined as set out in Annex 3 to the Declaration.

3. The Allocator shall invoice the price for the allocation of the track capacity to the Applicant by the 15th day after the end of the calendar quarter in which the request for track capacity was processed.

4. Invoicing details for payments for the allocation of track capacity are set out in the header of this contract. The invoice number shall be used as the variable symbol.

Article 3

Payment terms

1. Invoices according to Article 2 are due 30 calendar days from the date of issue. The date of the taxable supply shall be the last calendar day of the quarter in which the Grantor has provided services to the Applicant under this Agreement. Payment shall be deemed to have been made when the funds are credited to the Grantor's bank account. In the event that an invoice contains incorrect or incomplete information, the Applicant shall be entitled to return it to the Grantor by its due date, giving reasons for rejection. The Grantor shall correct the returned invoice or, where appropriate, draw up a new invoice without defects. In such a case, the Applicant shall be subject to a new due date in accordance with the first sentence of this paragraph.

2. In the event of delay in payment under this contract, the parties agree a contractual penalty of 0.05% of the amount due for each day of delay up to the amount due.

3. If the Beneficiary becomes an unreliable payer or the Beneficiary's tax document contains an account number to which the payment is to be made without being listed in the public register of reliable accounts, the Applicant shall be entitled to pay the value added tax on the financial transaction directly to the Beneficiary's tax authority having territorial and local jurisdiction.

4. Invoices will be sent by email to ____

Article 4

Final provisions

1. Any legal action to amend or terminate this Agreement must be in writing and must be evidenced by delivery to the other party. In the case of the use of electronic signatures, the parties must use at least a form of recognised electronic signature within the meaning of Section 6 of Act No. 297/2016 Coll., on trust services for electronic transactions. The addendum shall always become an integral part of this contract. Legal facts such as a change in the name of the responsible person, the registered office of the company, the account number or other data that the contracting party is entitled to change unilaterally by their nature shall not be the reason for concluding an addendum. Such a fact shall be communicated to the other party in writing, in which case delivery to the other party by electronic means (e.g. data box or e-mail) shall be sufficient.

2. In the event that any part of this Agreement becomes invalid or unenforceable while the remainder of the Agreement remains valid and enforceable, the parties agree to replace such invalid or unenforceable part with a new part that is as similar in content as possible to the original part.

3. The parties declare that they enter into the contract of their own free will, not under duress or on manifestly unfavourable terms.

4. This contract is drawn up in two copies, each party to the contract receiving one copy.
5. This Agreement is concluded for an indefinite period of time and shall enter into force and effect on the date of its signing by the Parties.
6. The parties agree that the contractual relationship established by this contract may be terminated:
 - a) by written agreement of the parties,
 - b) by written notice by either party. The notice period shall be 3 months and shall commence on the first day of the calendar month following the delivery of the notice to the other party.
7. The parties are obliged to settle their mutual obligations within 30 calendar days after the end of the contractual relationship.

In Prague on

In on

For the Allottee:

For the Applicant:

Ing. Bc. Zdeněk Michl
managing director taktici.cz, s.r.o.

Contract for the operation of rail transport

on the regional railway operated by Správa úzkolejných drah s.r.o.
(hereinafter referred to as the "Contract")

Railway undertaking number: /2024

Carrier number:

pursuant to Sections 23(4) and 24a(1)(d) of Act No. 266/1994 Coll., on Railways, as amended (hereinafter referred to as the "Railways Act"), and Section 1746 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), enter into this Agreement.

Narrow Gauge Railways Administration s.r.o., with registered office at Prague 1, Rybná 716/24, Postal Code 110 00

Registered in the Commercial Register at the Municipal Court in Prague, Section C, Insert 380150

ICO: 180 13 139

DIC: CZ18013139

Represented by:,

(hereinafter referred to as "railway operator")

a

.....located at,, zip code

Registered in the Commercial Register at court in, section ..., insert

ID:

TAX ID: CZ.....

Bank account number:.....

Represented by:,

(hereinafter referred to as "the carrier")

Framework content of the contract:

1. operation of rail transport (e.g. timetable. restrictions on rail operation, legislative conditions , including carrier's staff or rail vehicles);

2. Charging

3. Other provisions