

BASIC AGREEMENT ON INFRASTRUCTURE USE

(„BASIC AGREEMENT IU“)

Master Agreement for Applicants pursuant to section 1 (12) ERegG, valid for performance during the 2022 working timetable period

DB Netz Aktiengesellschaft,
represented by the management board,

- hereinafter referred to as “DB Netz” -

and

the **Applicant** pursuant to section 1 (12) ERegG #####,
represented by (...),

- hereinafter referred to as “Applicant” -

hereby enter into the following Basic Agreement on Infrastructure Use:

§ 1

Scope of application

- (1) This Basic Agreement IU applies to the performance concerning access to the railway infrastructure and service facilities operated by DB Netz within the scope of application of Germany’s Railway Regulation Act (ERegG).
- (2) The provisions of this Basic Agreement IU shall in each case become an integral part of the individual usage agreements concluded on the basis of this Agreement for the relevant use of railway infrastructures or service facilities by the Applicant.

§ 2

Objective

- (1) The Applicant issues applications for path allocation respectively usage of service facilities on his own behalf or on behalf of the RU involved on the basis of this Basic Agreement IU.

§ 3

Conditions of use; Regulations

- (1) For the use of the railway infrastructure and the service facilities of the DB Netz AG the NBN (Network Statement of DB Netz AG) applies for the working timetable 2022, which can be viewed by the Applicant at www.dbnetze.com/nbn or at the DB Netz office in charge of the contractual documents.

Amendments to the NBN shall be notified to the Applicant by DB Netz in writing in accordance with the deadlines set out in the NBN. The amendments can be

viewed by the Applicant at www.dbnetze.com/nbn or at the DB Netz office in charge of the contractual documents.

- (2) The NBN contains the List of Charges valid for the working timetable 2022. In deviation from this rule, the List of Charges for DB Netz service facilities published **##. ##. 20##*** is valid for the usage of service facilities according to the NBN during the working timetable 2022. This list can be viewed by the Applicant at www.dbnetze.com/aps2022 or at the DB Netz office in charge of the contractual documents.
- (3) The Applicant has had the opportunity to take note of the documents mentioned in the above paras. 1-2 prior to conclusion of this Agreement.

§ 4

Requirements for RU from the Rail Noise Protection Act (SchlärmschG)

With the beginning of the working timetable 2021/22 on 12 December 2021, according to § 3 (1) in conjunction with § 1 Rail Noise Act prohibits the running or causing to run of freight trains, in which noisy freight wagons are set, on the German rail network on the standard gauge public railway infrastructure. A passenger train, in which one or more freight wagons are set, is treated as a freight train. In order to implement this legal prohibition, Applicants must ensure that they only register and run or cause to run quiet trains or noisy trains with exemption.

The Applicant declares that it has implemented appropriate processes to ensure that it will only use quiet trains or freight wagons that are exempt from noise limits in accordance with Article 5 SchlärmschG on a train path for quiet freight wagons. In case that the Applicant applies for rail infrastructure capacity and cannot exclude the possibility that a train will carry noisy - and not exempted pursuant to Article 5 SchlärmschG - freight trains, it declares that it will apply for the allocation of such infrastructure capacity only for ad-hoc capacity (cf. Section 3.4.7.2 of the NBN), for which, due to its design (cf. Section 3.4.7.3 b) of the NBN) it can be ensured that the maximum permissible noise emission will not be exceeded by the freight train concerned.

The Applicant can exclude the use of noisy freight wagons that are not exempted in accordance with Article 5 SchlärmschG, for example, if it uses only new or fully retrofitted wagons, separates such wagons from noisy freight wagons by technical or operational procedures or has them separated by means of corresponding contractual arrangements with reliable partners.

§ 5

Safety certificate

For journeys on the superordinate network of DB Netz AG a safety certificate is required. This shall not apply only if participation in the operation of railway takes place on railway infrastructures in accordance with § 2b (1) Nos. 1 to 4 AEG up to the transition station of the superordinate network or if participation in the operation of the railway involves rolling stock used exclusively for historical or tourist purposes (7a

(1) sentence 3 AEG). An Applicant who concludes a train-path agreement with DB Netz AG but does not travel itself does not require a safety certificate.

§ 6 Agreement for traffic operation

If an Applicant will not be driving the train path itself, an agreement on traffic operation must be made, a model of which is given in **Annex 1** of this basic agreement IU.

§ 7 Contacts and communication

- (1) The parties shall appoint persons or offices as contacts for performance of this Agreement or the sales, who are authorized and in a position to make decisions at very short notice in the name of DB Netz and/or the Applicant. Contacts shall be listed in **Annex 2** to this Agreement. Each party is entitled to appoint new persons or offices in writing in order to replace the persons mentioned in **Annex 2**, without requiring the consent of the other party respectively.
- (2) Communication concerning the performance of this Agreement shall be conducted with DB Netz under the customer number:

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§ 8 Term and termination

- (1) The Basic Agreement IU has a fixed term of validity. It shall take effect upon being signed and ends on 10 December 2022. A new Basic Agreement IU shall be entered into for performance relating to the 2023 working timetable. Notice of ordinary termination during the term of this Agreement is excluded. The possibility of terminating this Agreement with immediate effect for good cause shall remain unaffected.
- (2) **[If applicable]** As of 12 December 2021 this Agreement shall replace the “Agreement on infrastructure usage” between DB AG/DB Netz **[complete as applicable]** and the Applicant dated **##.##.####.**
- (3) If and insofar as DB Netz modifies the documents referred to in clauses 3 (1) and (2) of this Agreement, the Applicant shall be entitled to terminate this Agreement in writing as of the date on which the modified contractual terms are published, subject to one month’s notice effective when the modifications take effect.

§ 9 Final provisions

- (1) Any implied, oral or written subsidiary agreements to this Basic Agreement IU have not been made. Amendments and supplements to this Basic Agreement

IU have to be in writing; Clause 3 (1) and (2) of this Basic Agreement IU shall remain unaffected. This also applies to any suspension of this written form clause.

- (2) The venue for legal disputes arising under and in connection with the Basic Agreement IU Agreement is Frankfurt am Main, Germany.
- (3) This Agreement is issued in ### originals. Each party receives an original.
- (4) Standard terms and conditions of the Applicant do not apply unless DB Netz has given its express written consent to the application of such terms.
- (5) Should individual provisions of this Basic Agreement IU be or become invalid or cannot be carried out for legal reasons without it becoming unreasonable for a contracting party to maintain this Agreement, this shall not affect the remaining provisions of the Agreement. The same applies for any regulatory gaps. Instead of the invalid, unenforceable or incomplete provision, the Agreement shall be supplemented or interpreted in such a way that the intended commercial purposes by the contracting parties are achieved as far as possible.

_____ , _____

On behalf of DB Netz AG:

On behalf of the Applicant:

Agreement on traffic operation

The **DB Netz Aktiengesellschaft**,
<Street, No>,
<ZIP, City>
- hereafter „DB Netz“ -

and

the ###1,
<<Street, No>,
<ZIP, City>
- hereafter „###1“ -

and

the ###2,
<<Street, No>,
<ZIP, City>
- hereafter „###2“ -

conclude the following agreement on traffic operation:

§ 1

The ###1 has been allocated by DB Netz the train paths listed in Annex 1. The ###1 uses the services of the ###2 for traffic operation.

§ 2

The ###2 is responsible for the compliance with the operational safety regulations in accordance with the Basic Agreement IU concluded on ### (date).

§ 3

DB Netz will send the corresponding timetable instructions for the train paths specified in Annex 1 to ###2 unless the ###1 cancels or changes the train paths or informs DB Netz in writing that and from when the ###1 no longer contracts the ###2 (§ 1 sentence 2). In the latter case, further use of the railway infrastructure requires that ###1 names in writing another RU for the purpose of operating the train

journeys. This RU is also responsible for compliance with operational safety regulations.

§ 4

- (1) Any implied, oral or written subsidiary agreements to this Agreement have not been made. Amendments and supplements have to be in writing. This also applies to any suspension of this written form clause.
- (2) The venue for legal disputes arising under and in connection with this Agreement is Frankfurt am Main, Germany.
- (3) The contract is issued in triplicate. Each party receives one
- (4) Should individual provisions of this Agreement be or become invalid or cannot be carried out for legal reasons, without it becoming unreasonable for a contracting party to maintain this Agreement, this shall not affect the remaining provisions of the Agreement. The same applies for any regulatory gaps. Instead of the invalid, unenforceable or incomplete provision, the Agreement shall be supplemented or interpreted in such a way that the intended commercial purposes by the contracting parties are achieved as far as possible.

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For DB Netz:

For ###1:

For ###2:

Contact person of the RU

a. Contact person for the performance of this Agreement and sales

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

b. Contact person for the management of operations and addressee of information with security character

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

If addressee of information with security character is different from contact person for the management of operations

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

c. Contact person emergency management (24 hours availability)

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

Rail operations manager

Mr/Mrs
Phone:
Fax:
Mobile:
E-Mail:

Contact person DB Netz AG:

a. Contact person for the performance of this Agreement and sales

DB Netz AG
Regional Unit XX
Customer management department
Street
ZIP City
Phone xxx
Fax xxx
E-Mail: xxx@deutschebahn.com

b. Contact person for the management of operations

DB Netz AG
Regional Unit XX
Customer management department
Street
ZIP City
Phone xxx
Fax xxx
E-Mail: xxx@deutschebahn.com

c. Contact person emergency management (24 hours availability)

DB Netz AG Regional unit Süd Control center Coordinator of railway network	DB Netz AG Regional unit West Control center Coordinator of railway network	DB Netz AG Regional unit Südost Control center Coordinator of railway network
DB Netz AG Regional unit Südwest Control center Coordinator of railway network	DB Netz AG Regional unit Nord Control center Coordinator of railway network	
DB Netz AG Regional unit Mitte Control center Coordinator of railway network	DB Netz AG Regional unit Ost Control center Coordinator of railway network	DB Netz AG Network control centre Coordinator of railway network