

**AGREEMENT NO. /20....**

This Agreement (hereinafter referred to as the “**Agreement**”) is concluded in Łódź on ..... by and between:

“**Łódzka Kolej Aglomeracyjna**” spółka z ograniczoną odpowiedzialnością with its registered office in Łódź (90-051) at Al. Marsz. J. Piłsudskiego 12, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, 20<sup>th</sup> Commercial Division of the National Court Register, under KRS no. 0000359408, with the share capital of PLN , REGON (National Business F

**represented by:**

.....  
.....

authorized to represent the entity jointly,  
hereinafter referred to as the “**Operator**”,  
and

.....  
.....

**represented by:**

.....  
.....

authorized to represent the entity jointly,  
hereinafter referred to as the “**Carrier**”.

The Contracting Party and the Contractor shall be hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

**PREAMBLE**

Taking into consideration the fact that in accordance with the provisions of the Polish Act of 28 March 2003 on Rail Transport (consolidated text, Polish Journal of Laws of 2021, item 1984, 2021/11/02) (hereinafter referred to as the “**Act**”), the Carrier is entitled to access facilities where the services referred to in section 2 of Appendix 2 to the Act are provided, whereas the Operator owns and holds Service Facilities as well as provides the services referred to in section 1 2 of Appendix 2 to the Act, the Parties conclude this Agreement pursuant to Article 36c(1) of the Act.

Furthermore, the Parties define a **Railway Infrastructure Facility** (hereinafter: “**SF**”)

where services covered by the subject matter of the Agreement shall be provided for the benefit of the Carrier in the following manner: it is a railway siding belonging to the Company “Łódzka Kolej Aglomeracyjna” spółka z ograniczoną odpowiedzialnością, named “Technical Facilities of the Company „ŁKA” sp. z o.o. – Łódź Widzew” located in Łódź (92-010) at ul. Lawinowa 71a, intended to provide some of the services mentioned in section 2 of Appendix 2 to the Act, consisting in accessing and using selected elements of the railway infrastructure and technical devices of the SF.

## § 1 [SUBJECT MATTER OF THE AGREEMENT]

1. The Subject Matter of the Agreement shall consist in determining rights and obligations of the Operator and the Carrier as well as terms and principles under which the SF is made available to the Carrier so that the Operator could provide services (hereinafter: “**Services**” or “**Service**”) as part of the SF based on the “Request for access to SF and conclusion of agreement for services as part of such access” (hereinafter: “**Request**”) constituting Appendix 1 to this Agreement.
2. In accordance with the principles stipulated in this Agreement, the Operator shall provide the following Services enumerated below for the benefit of the Carrier ... for vehicle(s) type: ... */please enumerate Services and type of vehicle(s) in accordance with the Carrier’s Request approved by the Operator/.*
3. In order to perform the Subject Matter of the Agreement, the Parties shall comply with the currently applicable “Regulations of access to service facility – railway siding “Technical Facilities of the Company „ŁKA” sp. z o.o. – Łódź Widzew” – along with appendices, which shall be available on the website of the Operator (hereinafter: “**SF Regulations**”), whereas the Parties decide that in the event of any conflict between the provisions of the SF Regulations and said Agreement, the provisions of the Agreement shall prevail.
4. The Operator undertakes to inform the Carrier of a change in the SF Regulations in accordance with the principles stipulated in the SF Regulations.
5. The Operator shall ensure access to the SF in accordance with the principles stipulated in the Agreement and the SF Regulations, adhering to the terms of conducting Shunting Movements stipulated in the Regulations of operations of railway siding and other internal regulations indicated in Appendix 2 to the SF Regulations.

## § 2 [CARRIER’S REPRESENTATIONS]

1. The Carrier represents that:
  - a) they have a valid license for transport by rail indicated in Article 43 of the Act;

- c) they have valid third party liability insurance of rail carrier;
  - d) they shall inform the Operator of any change in, suspension, or revocation of the license within **24 hours** of becoming aware of such circumstances or on the nearest business day after a weekend (Saturday and Sunday) or a holiday or otherwise they shall be subject to contractual penalties referred to in § 8 of the Agreement;
  - e) Carrier's rail vehicles with reference to which the Operator is supposed to provide Services fulfill the requirements with regard to safe operation of vehicles as well as conditions stipulated by applicable provisions of law;
  - f) during the performance of the Services in the territory of the SF, employees, who fulfill the requirements stipulated in the Act and provisions adopted on the basis thereof, shall be employed as an engine driver and on positions directly related to the organization and safety of rail transport operations as well as to specific types of rail vehicles.
2. The documents referred to in points a) and b) in point 1 of this paragraph shall constitute an appendix to the Request. The Carrier shall be obligated to present a copy of such documents certified to be a true copy thereof upon each written request of the Operator.

### § 3

#### [FUNDAMENTAL PRINCIPLES FOR PERFORMANCE OF THE AGREEMENT, RIGHTS AND OBLIGATIONS OF THE PARTIES]

1. Detailed rights and obligations of the Parties shall be stipulated in point 13 of the SF Regulations.
2. The Operator undertakes to perform duties arising out of this Agreement with utmost due diligence, in accordance with relevant provisions, to their best knowledge, and in accordance with applicable laws and the SF Regulations.
3. A detailed scope of and deadline for the Services provided shall be determined on the basis of the requests for Services submitted by the Carrier under this Agreement, whereas the Operator shall be obligated to handle Carrier's requests within time limits stipulated in the SF Regulations. Requests for Services may be submitted by a person authorized by the Carrier and indicated in this Agreement.
4. Access to the Services requested in the territory of the SF obtained by the Carrier may not be transferred to any other rail carrier.
5. The Operator reserves the right to use the SF for their own purposes first resulting from the circulation of vehicles of the Company „ŁKA” sp. z o.o., the necessity of conducting planned maintenance and repair activities stipulated in the documentation of the maintenance system for traction vehicles belonging to the Company as well as emergency repairs thereof.

6. In order to perform the Services, the Operator shall provide Carrier’s rolling stock and employees with access to the SF in accordance with the principles stipulated in the SF Regulations.
7. When performing the Agreement, the Parties undertake to cooperate in accordance with good commercial practice. In particular, each Party, upon request of the other Party, shall be obligated to provide any information related to the performance of the Agreement.
8. The Carrier undertakes to comply with the internal regulations indicated in Appendix 2 to the SF Regulations, including in particular OHS principles applicable at SF.
9. In the case of rail events or other operation events in the territory of the SF, the Parties shall follow point 14 of the SF Regulations, Regulation of the Minister of Infrastructure and Construction of 16 March 2016 on serious accidents, accidents, and incidents in rail transport (Polish Journal of Laws of 2016, item 369) as well as in the Operator’s internal regulations applicable at the SF, including in particular in the Instructions on conduct in the case of serious accidents, accidents, and incidents ((ŁKAr-9), in the Regulations of operations of railway siding as well as in the Procedure no. P/10-1-1 “Principles of conduct after operation event”.
10. Once the proceedings with regard to an event or operation event, resulting in losses suffered by one of the Parties, have been finished, the Operator shall appoint a team to determine the losses caused and liability therefor. Such team shall consist of representatives of the Operator and the Carrier holding relevant authorizations. Persons, who have participated in the works of a railway committee or an operation event investigation team, may participate in the works of the team. The works of the team shall be based on: in the case of events – a report on final findings of the railway committee or a report of the State Committee on Railway Accident Investigation, whereas in the case of operation events – a report on findings on operation event. Findings of the team shall be binding on all parties to the proceedings. Should it be impossible to determine the amount of the losses caused and the scope of Parties’ liability, they shall be determined in court.
11. When using the SF, the Carrier may not emit substances which are hazardous to waters, soil, or air and which could result in the environmental quality standards being exceeded (legal basis: the Polish Act on Environmental Protection, Article 174(1)). Should the Carrier cause environmental pollution to the extent exceeding environmental quality standards stipulated by law, the Carrier shall be obligated to cover the costs related to restoring the environment to the standards required.

## § 4 [PERFORMANCE OF SERVICES]

1. Under the Agreement, the Operator may provide the Services for the benefit of the Carrier on the basis of accepted requests for performance thereof, submitted in accordance with the principles stipulated in this Agreement.
2. The requests referred to above shall correspond to the requirements stipulated in the SF Regulations and be submitted in a form constituting Appendix 7 to the SF Regulations.
3. The Operator undertakes to handle requests for Services in accordance with the principles stipulated in the SF Regulations.
4. Access to particular SF tracks and devices needed for the Operator to perform the Services for the benefit of the Carrier shall be granted in accordance with the SF Regulations.
5. The Parties agree that from the moment rail vehicles are delivered to the SF for the purposes of performing the Service, the Carrier shall be responsible for ensuring constant and uninterrupted (for the duration of the Service performance) presence of a representative authorized by them, who shall be responsible for:
  - a) driving rail vehicles onto the territory of the SF correctly for the purpose of performing the Service;
  - b) Carrier supervising the performance of the Service in a correct manner and in line with the scope described in the request;
  - c) Carrier participating in the acceptance of the Service provided;
  - d) driving rail vehicles out of the territory of the SF correctly after the Service has been performed.
6. Once the Service/Services has/have been performed, the Parties shall confirm that fact in an acceptance report for the Service/Services signed by authorized representatives, containing at least the following elements:
  - a) Type and scope of the Service/Services;
  - b) Start and end dates of the performance of the Service/Services;
  - c) Declaration of the Carrier's representative confirming that the Service/Services has/have been provided in the report.
7. The Carrier undertakes to drive vehicle/vehicles onto/out of the territory of the SF after the Service has been performed within 1 day (one day) of the date when a service acceptance report was drawn up at the latest, or otherwise contractual penalties referred to in § 8 of the Agreement shall be imposed.
8. In the event of a dispute between the Parties related to the scope and correctness of the Service/Services to be performed within any scope, the Parties shall describe such discrepancies and present their standpoint in the report referred to in point 6 above.
9. Should the Operator reject Carrier's reservations about the correctness of the performance of the Service/Services within any scope, which they shall expressly

state in the report referred to in point 6 above, the Carrier shall become immediately obligated to remove rail vehicles constituting the subject matter of the Service from the territory of the SF, or otherwise contractual penalties referred to in § 8 of the Agreement shall be imposed.

10. The obligation referred to in the preceding point shall not prejudice any rights of the Carrier with regard to pursuing their claims in the event of non-performance or improper performance of the obligations being the subject matter of this Agreement by the Operator.
11. Technical activities required by rail operating rules related to the preparation of Carrier's rail vehicles for use and their subsequent incorporation into the Train shall not constitute a component of the services provided by the Operator, whereas their performance shall constitute a Carrier's obligation and shall take place outside the territory of the SF.
12. The SF Operator shall not ensure protection of the rolling stock when it is in the territory of the SF, whereas the Carrier shall be obligated to supervise such rolling stock.
13. Any and all costs related to shunting movements when driving onto/driving out of the territory of the SF as well as movements along with entering railway station tracks of PKP PLK S.A. shall be borne by the Carrier.

## **§ 5 [REMUNERATION]**

1. The Carrier shall pay the Operator the Remuneration for the performance of the Service for the benefit of the Carrier in accordance with Article 36e of the Polish Act on Rail Transport.
2. Calculation of the Remuneration shall be based on unit prices in accordance with the Price List of Services as part of access to SF constituting Appendix 5 to the SF Regulations (hereinafter: "Price List"), whereas the Parties agree that the Operator's Remuneration shall be determined on the basis of the rates arising out of the Price List applicable on the date when the Carrier submitted the Request for Services.
3. The Operator ensures that the level of their remuneration for the performance of services constituting the subject matter of this Agreement shall be in line with the provisions of the Polish Act of 28 May 2003 on Rail Transport, and in particular with its applicable provision of 36e(2).
4. The Parties agree that the value of the Remuneration referred to in section 1 may not exceed the amount of PLN ... net (in words: ...) for the entire term of the Agreement, i.e. the amount of PLN ... net (in words: ...), including VAT ...% in the amount of ...
5. In the event of services provided gradually for a period longer than a calendar

month, the Parties agree that a calendar month shall be a settlement period for the Remuneration.

6. The Carrier shall pay the Operator the Remuneration on the basis of a collective invoice issued correctly by the Operator and delivered to the Carrier, which takes into consideration a fee payable for the Services provided in a given calendar month and is issued within 14 days of the end of a settlement period.
7. Payment for the performance of the Agreement shall be effected by the Carrier by bank transfer to the Operator's bank account with the following number 9 1240 1545 1111 0010 3291 8949 within 14 calendar days of the invoice having been delivered to the Carrier.
8. The Remuneration shall be deemed to have been paid to the Operator on the date when the funds were credited to the Operator's bank account.
9. In the event of Carrier's delay in the payment of the Remuneration, the Operator shall have the right to charge statutory interest for delay.
10. The Carrier represents that they are an active VAT payer.
11. In the event of a statutory change in the VAT rate, the Remuneration shall be changed accordingly. The change shall only refer to the elements of the order provided after the new VAT rate entered into force.
12. The Carrier represents that they allow the Operator to send invoices issued by them by electronic means in accordance with applicable laws.
13. The Operator undertakes to send invoices by electronic means. Corrective invoices and invoice copies shall also be sent by electronic means.
14. The Operator declares that the invoices shall be sent from the following e-mail address: ZEF@lka.lodzkie.pl
15. The Carrier declares that the e-mail address for invoices shall be: ...
16. A document sent to the e-mail address ..... from the e-mail address ZEF@lka.lodzkie.pl shall be deemed to have been delivered.
17. The Operator represents that the bank account indicated in section 7 is on the List of entities registered as VAT payers, not registered as well as deleted from and restored to the VAT register maintained by the Ministry of Finance.
18. The Operator represents that the bank account referred to in section 7 has a VAT account linked to it and necessary to effect payments in accordance with the split payment mechanism.
19. The Operator shall be obligated to inform the Carrier of any change in the bank account number indicated in section 7, subject to sections 17 and 18.
20. Should the Carrier make the payment of the remuneration due to the Operator using the split payment mechanism, the Carrier undertakes to pay the Operator the amount corresponding to the amount of VAT indicated in the invoice only to the linked VAT account.
21. In accordance with the provisions of Article 4c of the Polish Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, the Operator

represents that they have the status of a large entrepreneur.

## **§ 6** **[TERM OF THE AGREEMENT]**

The Agreement shall be concluded for a definite period of time from ..... to ..... or until the amount indicated in § 5 section 4 of the Agreement has been exhausted, whichever happens first.

## **§ 7** **[TERMINATION OF AND WITHDRAWAL FROM THE AGREEMENT]**

1. This Agreement may be terminated by each of the Parties unilaterally upon a one month's notice. The period of notice shall start to run on the first day of the calendar month following the day on which the termination notice was delivered.
2. The Parties to the Agreement may shorten the term of notice by contractual arrangement.
3. The Operator reserves the right to terminate the Agreement with immediate effect without notice in the event of the Carrier's delay in the payment of any funds due to the Operator under this Agreement, should the delay exceed 30 days.
4. The Operator reserves the right to terminate the Agreement with immediate effect without notice should the Carrier lose their license referred to in § 2 section 1 point a) of the Agreement.
5. Should the Carrier lose valid third party liability insurance confirmed by a relevant policy, the Operator shall request the Carrier to make up for such loss within 7 days at most. After this deadline has expired without results, the Operator shall become entitled to terminate this Agreement with immediate effect.

## **§ 8** **[CONTRACTUAL PENALTIES]**

1. In the event of Carrier's delay in removing the vehicle within the deadline referred to in § 4 sections 7 and 9 of the Agreement, a contractual penalty in the amount of PLN 300 for each commenced day of such delay, calculating from the date following the contractual deadline, shall be imposed. This contractual penalty may not exceed the total amount of PLN 10,000.00 (in words: ten thousand Polish zloty).



2. Should the Operator be not informed that the Carrier has lost their license referred to in § 2 section 1 point a) of the Agreement within the deadline referred to in § 2 of the Agreement, a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand Polish zloty) for each instance of violation shall be imposed.
3. Irrespective of the contractual penalties reserved in this paragraph, the Parties shall have the right to claim compensation transferring the amount of contractual penalties up to the amount of full loss, on general terms and conditions.

## **§ 9**

### **[AMENDMENTS TO THE AGREEMENT]**

1. Amendments to the Agreement shall be null and void unless made in writing.
2. Amendments to material provisions of the Agreement shall be forbidden, except for the circumstances indicated in this Agreement. The Parties shall provide for a possibility of making amendments to the provisions of the Agreement, in particular in the case of:
  - a. amendments that are favorable to the Parties, including those consisting in replacing technical or functional solutions covered by the Agreement with more technologically advanced solutions,
  - b. amendments which must be made due to the circumstances which could not have been predicted when the Agreement was concluded,
  - c. amendments arising out of amendments to provisions of law applicable on the date when the Agreement was concluded,
  - d. amendments arising out of changes in the Operator's internal regulations.

## **§ 10**

### **[DISPUTE RESOLUTION]**

1. Any disputes between the Parties in relation to the conclusion or performance of this Agreement, including disputes related to the validity of the Agreement, shall be settled in an amicable manner, i.e. in the course of negotiations conducted by the Parties in good faith.
2. Should it be impossible to settle a dispute in an amicable manner within 14 (fourteen) days of when the negotiations started, disputes arising out of the Agreement or related thereto shall be settled by a common court having territorial jurisdiction over the Operator's registered office.
3. Disputable matters shall be settled by a court having material jurisdiction over the Operator's registered office.

## § 11 [LIABILITY]

1. The Parties shall be obligated to apply provisions on the Parties' liability referred to in point 12 of the SF Regulations.
2. The Operator shall be liable for the performance of the Agreement in a proper and timely manner, subject to section 3 below.
3. The Operator shall be liable for any damage and losses caused by the activities taken in the course of or in relation to the removal of the non-performance or improper performance of the obligation as well as any possible defects and faults within the said scope of the Services provided by the Operator on general terms and conditions, subject to sections 4, 5, and 6.
4. The Operator shall not be liable for non-performance or improper performance the Agreement in lack of availability of manufacturers' spare parts for the vehicles operated, including also for delays occurring in relation to the delay in delivery of spare parts.
5. The Operator shall not be liable for decommissioning the Carrier's vehicle in the event of damage to the vehicle in the territory of the SF as a result of the Services provided.
6. The Operator shall not be liable for non-performance or improper performance of the Agreement in the event of failures of devices and the SF or decommissioning of devices and the SF.
7. The Operator may engage third parties for the purposes of performing the Agreement. The Operator shall be liable for the acts and omissions of the third parties engaged by them when performing the Agreement as if they were their own acts and omissions.
8. The Parties shall be released from liability for damage caused in relation to non-performance or improper performance of the Agreement if such non-performance or improper performance results from the circumstances not attributable to the Party, in particular events deemed to be Force Majeure.
9. For the purposes of this Agreement, the notion of Force Majeure shall mean an extraordinary external event beyond the control of the Party referring to a Force Majeure event, impossible to predict and impossible to prevent, the occurrence of which at a given time could not have been reasonably predicted at the moment the Party assumed the obligation or preventing the Party from performing such obligation, including in particular events caused by the forces of nature, such as a disaster, accident, terrorist attack, or a consequence of another prohibited act, war, martial law, or state of emergency; the notion of Force Majeure shall not include any events which result from failure to exercise due diligence within the meaning of Article 355 § 2 of the Polish Civil Code (hereinafter: "Force Majeure").

10. The Parties referring to Force Majeure shall be obligated to immediately notify the other Party in writing (e-mail shall be allowed) of both the occurrence and the cessation of the circumstances deemed to be Force Majeure as well as to present the evidence of its occurrence within 3 days of the cessation of Force Majeure. Proving the above-mentioned circumstances shall be limited to the circumstances which are not generally known.

## **§12**

### **[CONFIDENTIALITY]**

1. The Parties undertake to keep any legally protected information obtained in relation to the conclusion and performance of the Agreement confidential for an indefinite period, in particular information constituting Operator's and Carrier's trade secret within the meaning of the Polish Act of 16 April 1993 on Combating Unfair Competition (i.e. Polish Journal of Laws of 2020, item 1913), including technical, technological, commercial, or organizational information of the company which has not been made publicly available.
2. The confidentiality obligation shall be binding on the Members of the Management Board, employees, advisers, representatives, agents, and consultants as well as any other persons who might have familiarized themselves with the content of the Agreement or have participated in the preparation thereof in any manner.
3. The confidentiality obligation referred to in section 1 of this paragraph shall not apply to:
  - a. disclosure to a third party and use of information within the limits necessary to perform the obligations between the Parties in a proper manner, provided that such a person assumes the obligation to keep information the same as the information stipulated in this Agreement confidential and not to use it,
  - b. disclosure to a third party and use of publicly available or publicly known information, unless it has become publicly available or publicly known as a result of a violation of legal regulations or improper performance or non-performance of this Agreement,
  - c. disclosure to a third party and use of information to fulfill the obligation arising out of generally applicable absolute legal norms,
  - d. disclosure to a third party and use of information upon the Party's consent granted in writing under pain of nullity,
  - e. disclosure information to legal or financial advisers of a given Party, provided that such a person assumes the obligation to keep information the same as the information stipulated in this Agreement confidential and not to use it.

4. In the event of any doubts as to the nature of a given item of information or data, before disclosing it or making it available, the Party shall request the other Party to indicate whether a given item of information should be treated as confidential.

### § 13

#### [DISCLOSURE REQUIREMENT]

1. Each Party advises that they are a Controller of personal data of persons entitled to represent the other Party and employees of the other Party provided in relation to the execution and performance of this Agreement.
2. The Personal Data Controller of the other Party may be contacted using the other Party's contact details.
3. In order to protect personal data properly, each Party has appointed a person who can be contacted with regard to the personal data processing process using a given Party's contact details. Łódzka Kolej Aglomeracyjna Sp. z o.o. has appointed a Data Protection Officer who can be contacted at [iod@lka.lodzkie.pl](mailto:iod@lka.lodzkie.pl).
4. Each Party shall process personal data of representatives and employees of the other Party for the purposes of performing the Agreement. Legal basis for processing shall be a legitimate interest of the Controller (point (f) of Article 6(1) of GDPR) – contact with regard to performing the agreement or exercising or defending legal claims arising therefrom. Provision of personal data shall be voluntary, but necessary to sign the agreement.
5. Personal data shall be processed for the entire term of the agreement and once it has expired, for the period related to the expiration of mutual claims related to the performance of the agreement and for the period arising out of applicable provisions of law, i.a. tax provisions, financial reporting.
6. Recipients of personal data of the other Party may be entities processing personal data upon the other Party's request, including i.a. external entities providing and supporting IT systems of the other Party used to perform this agreement, entities providing bookkeeping services as well as other entities providing services related to the ongoing operations of a given Party and only under relevant agreements for personal data processing as well as provided that the above-mentioned entities apply adequate technical and organizational measures ensuring data protection. Personal data may also be made accessible to bodies entitled based on applicable provisions of law.
7. To the extent arising out of provisions of law, each data subject shall have the right of access their personal data as well as the right to rectification, transfer, erasure or restriction of processing, and the right to object to data processing.

8. In the event of doubts related to personal data processing, each person may request a given Party to provide information. Irrespective of the above, each person shall have the right to file a complaint with the supervisory authority (President of the Office for the Protection of Personal Data).
9. Personal data shall not be subject to automated decision-making, including profiling.
10. Personal data shall not be transferred to any third country or international organization.
11. The Party shall be obligated to provide information referred to in sections 1-10 above to representatives and employees of the Party whose data has been transferred to the other Party.

#### **§ 14**

#### **[REPRESENTATIVES OF THE PARTIES]**

1. The Parties designate the following persons with regard to the cooperation when performing the Agreement:
  - on the part of the Carrier:  
.....
  - on the part of the Operator:  
.....
2. A change in the representatives of the Parties referred to in section 1 of this paragraph or their contact details shall not constitute an amendment to the Agreement. A change is made in the form of a notice served to the other Party in writing or otherwise it shall be null and void.

#### **§ 15**

#### **[ADDRESSES FOR DELIVERY]**

Any representations of the Parties related to this Agreement shall be made in writing or otherwise they shall be null and void and delivered to the other Party in writing to the addresses indicated in the introductory part of the Agreement, with acknowledgement of receipt. The Party undertakes to notify the other Party in writing of any change in the address within 7 (in words: seven) days, before making such change, or otherwise the delivery to the address indicated in the introductory part of the Agreement shall be deemed effective.

#### **§ 16**

#### **[FINAL PROVISIONS]**

1. This Agreement shall be governed by Polish law.
2. Any matters not regulated in this Agreement shall be governed by relevant

provisions of the SF Regulations and internal provisions applicable in the territory of SF, provisions of the Polish Civil Code as well as other generally applicable provisions of law.

3. Any amendments or supplements to this Agreement as well as withdrawal from this Agreement must be made in writing, otherwise being null and void.
4. Should any of the provisions of this Agreement or a part thereof be invalid, ineffective, or unenforceable, the remaining provisions of the Agreement shall remain in force unless the circumstances indicate clearly that this Agreement would not have been concluded without the provisions affected by invalidity or ineffectiveness.
5. Titles have been used in the Agreement for reference purposes only or for easiness of the reader and shall not impact the interpretation of the Agreement in any manner.
6. This Agreement has been drawn up in Polish language, in two counterparts, one for each of the Contractor and the Contracting Party.
7. Appendices to the Agreement, which constitute its integral part, shall be:
  - a) Appendix 1 – Carrier’s Request for access to Service Facility and conclusion of agreement for services as part of such access.
  - b) Appendix 2 – Power of Attorney if the Agreement is signed by a person/persons other than those resulting from the Carrier’s excerpt from the National Court Register.

**CARRIER**

**OPERATOR**

.....  
(company stamp with legible signature)

.....  
(company stamp with legible signature)