

**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 ....., holding REGON (National Business Registry Number): 100893710, NIP (Tax Identification Number): 725-202-58-42,

**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**

Whereas:

1. 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 2023, item 1786, as amended), whereas the Carrier is entitled to access facilities where the services referred to in Section 2 of Appendix 2 to the Act are provided;

2. The Operator owns and holds service infrastructure facilities, providing the services referred to in Section 2 of Appendix 2 to the Act;
3. The Parties are interested in concluding the Agreement pursuant to Article 36c(1) of the Act;
4. The value of the contract awarded under the Agreement shall not exceed the amount of ..... (in words: .....);

The Parties agree as follows:

## § 1

### [DEFINITIONS]

The abbreviations and expressions used in the Agreement shall mean:

1. **Act** - the Act of 28 March 2003 on rail transport (consolidated text, Journal of Laws 2023, item 1786, as amended),
2. **SIF** - railway siding of the Operator named “Technical Depot of the Company “ŁKA” sp. z o.o. - Łódź Widzew” located in Łódź (92-010) at ul. Lawinowa 71a, intended for rendering some of the services listed in Section 2 of Appendix 2 to the Act, consisting in access to and use of selected elements of railway infrastructure and technical devices,
3. **SIF Regulations** – “Regulations for access to service infrastructure facility - railway siding “Technical Depot of the Company “ŁKA” sp. z o.o. - Łódź Widzew” together with appendices, published on the Operator's website <https://lka.lodzkie.pl/INFRASTRUKTURA>,
4. **Application** - the Carrier's application for access to SIF and concluding a contract for the provision of services under that access”, a copy of which is attached as Appendix 1 to this Contract,
5. **Service Application** - Carrier's application for a specific service under the Agreement,
6. **Force majeure** - an extraordinary, external event, beyond the control of the party invoking the force majeure event, unforeseeable and unpreventable, the occurrence of which could not have been reasonably foreseen at the time the obligation was assumed and which makes it impossible for a Party to perform a given obligation, including, in particular, those caused by natural forces, such as a disaster, an accident, a terrorist attack, or the result of another prohibited act, war, martial law or a state of emergency; the notion of force majeure shall not include any events that result from a failure to exercise due care within the meaning of Article 355 §2 of the Civil Code, as well as it does not include

atmospheric phenomena characteristic of the season for the place of performance of the Order,

7. **Civil Code** - Act of 23 April 1964 (consolidated text of 2023, item 1610, as amended),
8. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ EU L 119 of 4 May 2016).

## § 2

### [SUBJECT MATTER OF THE AGREEMENT]

1. The Subject Matter of the Agreement is to define the conditions under which the Operator gives access to the Carrier to the railway infrastructure facility, as defined in § 1(2) above, so that the Operator can provide services within SIF (hereinafter: “**Services**”), on the basis of the Request submitted by the Carrier and accepted by the Operator.
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 Agreement, the Parties shall comply with the “**SIF Regulations**” currently in force, whereby the Parties agree that in the event of any contradictions between the provisions of the SIF Regulations and the Agreement in question, the provisions of the Agreement shall prevail.
4. The Operator undertakes to inform the Carrier of a change in the SIF Regulations in accordance with the principles stipulated in the SIF Regulations.
5. The Operator shall ensure access to the SIF in accordance with the principles stipulated in the Agreement and the SIF 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 SIF Regulations.

## § 3

### [CARRIER’S REPRESENTATIONS]

1. The Carrier represents that:
  - a) they hold a valid licence to provide rail transport services as referred to in Article 43 of the Act; the licence whose certified copy is attached to the Request has not been altered, suspended or expired;

- b) they hold and undertakes to maintain in force throughout the duration of the Agreement valid third party liability insurance of rail carrier; the insurance policy, whose certified copy is attached to the Request, has not been altered or expired;
- c) they shall inform the Operator of any change in, suspension, or revocation of the license to provide rail transport service 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 pay contractual penalties referred to in § 9 of the Agreement;
- d) 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;
- e) during the performance of the Services in within SIF, 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.

#### **§ 4**

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

1. Detailed rights and obligations of the Parties are stipulated in Chapter II (13) of the SIF Regulations.
2. The Operator undertakes to perform duties arising out of this Agreement with utmost due diligence, to their best knowledge, and in accordance with applicable laws and the SIF Regulations.
3. A detailed scope of and deadline for the Services provided shall be determined on the basis of the Request for the Services submitted by the Carrier under this Agreement, whereas the Operator shall be obligated to handle Carrier's Requests for the Service within time limits stipulated in the SIF Regulations. The Request the Services may be submitted by a person authorized by the Carrier and indicated in this Agreement.
4. Access to the Services requested within SIF obtained by the Carrier may not be transferred to any other rail carrier, by virtue of any action.
5. The Operator reserves the right to use the SIF for their own purposes first resulting from the circulation of vehicles of the Operator, the necessity of conducting planned maintenance and repair activities stipulated in the documentation of the Operator's vehicles 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 SIF in accordance with the principles stipulated in the SIF Regulations.
7. When performing the Agreement, the Parties undertake to cooperate in accordance with good commercial practice and the principle of contractual loyalty to ensure the proper performance of the Agreement. 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 SIF Regulations, including in particular to comply with OHS principles applicable within SIF.
9. In the case of rail events or other operation events within SIF, the Parties shall follow point 14 of the SIF 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 SIF, 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, causing damaged suffered by one of the Parties, have been finished, the Operator shall appoint a team to determine the real reason and extent as well as individuals to whom the said damage may be attributable. The aforesaid 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 not be possible to settle the amount of the damage caused and the extent of the liability of the Parties, the appropriate arrangements shall be made through judicial channels.
11. When using SIF, 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. Should the Carrier cause environmental pollution to the extent exceeding environmental quality standards stipulated the applicable legislation, the Carrier shall be obligated to cover the costs related to restoring the environment to the standards required.

## **§ 5**

### **[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 the Service, submitted in line with the principles stipulated in the SIF Regulations and this Agreement.
2. The Requests for the Service shall be submitted in writing to the Operator's registered office address or in electronic form to the e-mail address indicated in § 15 (1) of the Agreement, no later than 14 days prior to the requested initial date of provision of services, in line with the requirements specified in the SIF Regulations.
3. The Operator undertakes to handle the Requests for the Service in accordance with the principles stipulated in the SIF Regulations.
4. Access to particular SIF tracks and devices needed for the Operator to perform the Services for the benefit of the Carrier shall be granted in accordance with the SIF Regulations.
5. The Parties agree that from the moment rail vehicles are delivered to the SIF for the purposes of performing the Services, 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 SIF correctly for the purpose of performing the Services;
  - b) Carrier supervising the performance of the Service in a correct manner and in line with the scope described in the Request for the Services;
  - c) Carrier participating in the acceptance of the Services provided;
  - d) driving rail vehicles out of the territory of the SIF correctly after the Services has been performed.
6. Once the Service has been performed, the Parties shall confirm that fact in an acceptance report for the Service signed by authorized representatives, containing at least the following pieces of information:
  - a) type and scope of the Service;
  - b) start and end dates of the performance of the Service;
  - c) declaration of the Carrier's representative confirming that the Service has been provided.
7. The Carrier undertakes to drive vehicle/vehicles onto/out of the territory of SIF after the Services have been performed within 1 day (one day) of the date when a service acceptance report was drawn up at the latest, or otherwise payment of contractual penalties referred to in § 9 of the Agreement shall be imposed.
8. In the event of a dispute between the Parties related to the scope and correctness of the Services, the Parties shall describe such discrepancies and present their standpoint in the acceptance report referred to in above in Section 6 of this § 5.
9. Should the Operator reject Carrier's reservations about the correctness of the performance of the Services within any scope, which they shall expressly state in

the acceptance report referred to in Section 6 above of this § 5, the Carrier shall become obligated to remove rail vehicles constituting the subject matter of the Service from the territory of SIF, within 1 working day of receipt by the Carrier of the Operator's rejection of the Carrier's reservations, or otherwise contractual penalties referred to in § 9 of the Agreement shall be imposed.

10. The obligation referred to in Section 9 of this § 5 shall not prejudice any rights of the Carrier with regard to pursuing claims they are entitled to in the event of non-performance or improper performance of the obligations arising from 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 part of the Services provided by the Operator. Performance of the aforesaid activities shall constitute a Carrier's obligation and shall take place outside the territory of the SIF.
12. The Operator shall not ensure protection of the rolling stock when it is within SIF, 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 SIF as well as movements along with entering railway station tracks of PKP PLK S.A. shall be borne by the Carrier.

## **§ 6** **[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 Act (hereinafter: “Remuneration”).
2. Calculation of the Remuneration shall be based on unit prices set out in accordance the Price List of Services as part of access to SIF constituting Appendix 5 to the SIF 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 of the Services.
3. The Operator ensures that the amount of their Remuneration for the performance of the Services shall be in line with the provisions of the Act, and in particular with Article 36e(2).
4. The Parties agree that the value of the Remuneration 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 ..... (in words.....)
5. In the event of Services provided gradually for a period longer than one (1) calendar month, the Parties shall assume that a calendar month shall be a settlement period for the Remuneration.

6. The invoice delivered to the Carrier for the Services performed in a given calendar month, correctly issued by the Operator within 14 days of the end of the billing period, shall form the basis for payment of the Remuneration.
7. Payment of the Remuneration shall be effected by the Carrier by bank transfer to the Operator’s bank account kept with Bank Pekao S.A. with the following number: 29 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 Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (consolidated text: Polish Journal of Laws of 2022, item 893, as amended), the Operator represents that they have the status of a large entrepreneur.



**§ 7**  
**[TERM OF THE AGREEMENT]**

The Agreement shall enter into force on the date of its conclusion, with effect until ..... or until the amount indicated in § 6 (4) of the Agreement is exhausted, whichever occurs first.

**§ 7**  
**[EXPIRY OF THE AGREEMENT]**

1. Each of the Parties shall enjoy the right to terminate the Agreement 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 without notice in the event of the following cases:
  - a) the Carrier is in delay in the payment of any funds due to the Operator under this Agreement, if the delay exceeds 30 days;
  - b) if the Carrier loses the Carrier's license referred to in §3 (1) (a) of the Agreement.
4. Should the Carrier lose third party liability insurance confirmed by a relevant policy, the Operator shall request the Carrier to make up for such loss within no more than 7 days. Upon ineffective expiry of the designated period, the Operator shall be entitled to terminate the Agreement without notice.

**§ 9**  
**[CONTRACTUAL PENALTIES]**

1. In respect of non-performance or improper performance of the Agreement, the Carrier shall pay the following contractual penalties to the Operator:
  - a) in the event of Carrier's delay in removing the rail vehicle from SIF within the deadline referred to in § 5 (7) and (9) of the Agreement - a contractual penalty in the amount of PLN 300 (in words: three hundred Polish zlotys) for each commenced day of such delay, calculating from the date following the last day of the contractual deadline, whereby the total amount of contractual penalty in this respect cannot the total amount of PLN 10,000.00 (in words: ten thousand Polish zlotys).
  - b) If the Operator is not informed by the Carrier that the latter has lost their license referred to in § 3 (1) (a) of the Agreement within the deadline referred to in § 3 (1) (c) 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.

2. Irrespective of the contractual penalties reserved in this § 8, the Parties shall have the right to claim compensation transferring their amount up to the amount of full loss, on general terms and conditions.

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

1. Any amendment, supplement, notice of termination, or withdrawal from the Agreement shall be null and void unless made in writing, except as otherwise provided in the Agreement.
2. The Parties shall provide for a possibility of making amendments to the provisions of the Agreement, in particular in the case of:
  - a. amendments which must be made due to the circumstances which could not have been predicted when the Agreement was concluded, including those attributable to Force Majeure,
  - b. amendments arising out of amendments to provisions of law applicable on the date when the Agreement was concluded,
  - c. amendments arising out of changes in the Operator’s internal regulations.

## **§ 11** **[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 (in words: 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.

## **§ 12** **[LIABILITY]**

1. The Parties shall be obligated to apply the provisions on the Parties' liability laid down in Item 12 of the SIF Regulations.
2. The Operator shall be liable for the performance of the Services in a proper and timely manner.
3. 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, as well as in the event of breakdown of the equipment and SIF itself or if the SIF devices and infrastructure are decommissioned.
4. The Operator shall not be liable for decommissioning the Carrier's vehicle in the event of damage to the vehicle within SIF as a result of the Services provided.
5. 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.
6. 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.
7. 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.

## **§13** **[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 2022, item 1233), 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.

## § 14

### [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. The Operator 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 (Article 6 (1) (f) 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.

## § 15

### [REPRESENTATIVES OF THE PARTIES]

1. The Parties designate the following persons with regard to the cooperation when performing the Agreement:
  - a) on the part of the Carrier:  
.....
  - b) 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.

**§ 16**  
**[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 SIF Regulations and internal provisions applicable in the territory of SIF, provisions of the Polish Civil Code as well as other generally applicable provisions of law.
3. 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.
4. Titles of individual § 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.
5. This Agreement has been drawn up in Polish language, in two counterparts, one for each of the Parties.

**CARRIER**

**OPERATOR**

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

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