

Standard Access Contract Banedanmark

Access Contract

between

Banedanmark

Carsten Niebuhrs Gade 43

DK-1577 Copenhagen VØ

DENMARK

CVR registration number: 18 63 22 76

(Hereinafter referred to as "Banedanmark")

and

[Railway Undertaking]

[Street, number]

[Zip code, City]

CVR registration number: xx xx xx xx

(Hereinafter referred to as "Railway Undertaking")

regarding working relations, mutual rights and obligations etc. in relation to access of
allocated paths to the Railway Undertaking (hereinafter referred to as "the contract").

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The structure of the contract

The contract consists of the following:

- I. Standard access contract
- II. Annex to the standard access contract
- III. Amendment to the standard access contract on specific conditions for the Railway Undertaking
- IV. Annex to the amendment on specific conditions for the Railway Undertaking, if any.

Definitions

Optional path: a pre-planned path that can only be guaranteed for use by the Railway Undertaking once a final application has been submitted by the Railway Undertaking within a specified date. The optional path may become void if another application is submitted regarding the same path, which in terms of transport work exceeds the optional path. The Executive order on allocation of railway infrastructure capacity (paths) etc., section 20 contains a formula for calculation of transport works.

When planning capacity restrictions, Banedanmark is not obliged to take into account optional paths, to the extent an already allocated capacity will be disadvantaged when planning work on the infrastructure.

Infrastructure data: Data which are necessary in order for the Railway Undertaking to prepare a preferred access timetable to be applied by Banedanmark when performing capacity planning.

Interval track possession: Temporary possession of tracks in the time between the passing of two trains. The track possession does not affect the validity of the timetable nor does it substantiate a correction of the timetable. The objective of the interval track possession is to ensure access to the track for a short period of time with minimal planning prior to the track possession.

Train path: The infrastructure capacity of the railway network defined in time and geography by a sequence of arrival and departure times for the train between the departure station, the intermediate stations, and necessary for a train being able to run from one point to another for a given period.

Capacity: Infrastructure such as paths, stations, service and preparation facilities, stabling tracks etc.

Capacity restrictions: Condition of an around the infrastructure which can affect the traffic operations of the Railway Undertaking and/or can reduce the capacity available.

Timetable: Composition of paths that Banedanmark produces for a given period.

LA letter: An overview of all capacity restrictions with affect on the capacity in relation to the service timetable.

Rolling stock data: Data necessary to be included in Banedanmark's timetable data base, with regard to i.a. calculation of running time.

Production data: Data necessary in order to calculate work schedules for the stations.

Regularity statement: Statement on train movements calculated using methods stated in the valid Executive order on infrastructure charges etc. for the rail network.

Maintenance running: Running in tracks and point switches not used for transport during normal operations to ensure that the track circuits remain working and useable.

1 Basis and purpose

This contract is governed in accordance with the applicable Danish laws and EU law.

This contract stipulates co-operation, mutual rights and obligations, conditions for the use of infrastructure and requirements for insurance under the applicable executive order on the allocation of railway infrastructure capacity (train paths) etc.

2 Minimum access package

Banedanmark provides a minimum access package to the Railway Undertaking as stipulated in EU and Council Directive 2012/34.

Rights and duties associated with the minimum access package are stipulated in 2.1 – 2.8 of the contract.

2.1 Capacity allocation

Capacity is allocated to the Railway Undertaking to carry out train operations. The allocation is granted annually on the basis of a specific application from the Railway Undertaking. Banedanmark provides a written confirmation on the awarded capacity allocation. Additional capacity for occasional transport may also be allocated. The allocation principles are set forth in the applicable executive order on allocation of railway infrastructure capacity (paths) etc. Deadlines for application and allocation of capacity are provided on Banedanmark's website.

As part of the capacity allocation process the parties must exchange data. Banedanmark continually makes infrastructure data available for the Railway Undertaking. The Railway Undertaking submits rolling stock data and production data to Banedanmark.

To preserve the right to allocated paths, the Railway Undertaking must utilize these. If the Railway Undertaking partly or totally ceases to utilize allocated paths, the Railway Undertaking is obliged to inform Banedanmark immediately and without any undue delay.

If the Railway Undertaking does not wish to utilize the allocated path, the path must be cancelled. Such cancellation is subject to a charge. The determination of such charge is governed by the valid Executive order on infrastructure charges etc. for the State's rail network.

The second day of every month, Banedanmark quantifies the utilized capacity compared to the volume of allocated capacity. In order to ensure optimal utilization of the capacity, Banedanmark may revoke one or more paths, if less than 75 % is used within at least a month of the allocated capacity.

Banedanmark's right to revoke does not apply if the decreased utilization of the capacity is due to circumstances outside the influence of the Railway Undertaking.

In case of congested infrastructure, the Danish Traffic, Building and Housing Agency will, according to the valid Executive order on allocation of railway infrastructure capacity (paths) etc., determine the threshold for when Banedanmark may revoke utilization of one or more paths.

Passenger and freight traffic not carried out as a public service obligation is subject to valid Executive order on allocation of railway infrastructure capacity (paths) etc. stating that the Railway Undertaking reserves the right to 90 % of the paths from previous capacity allocated on all tracks from one allocation period to the next, if an application is submitted. Optional paths may be revoked by Banedanmark on prior agreement between the Railway Undertaking and Banedanmark. Banedanmark reserves the right to revoke a given path

without prior agreement with the Railway Undertaking, if an appropriate application is not submitted for the relevant path at least five days before the actual operation of the path.

In connection with specific sales projects/research studies, an agreed timetable can be determined for up to thirty days.

2.2 Timetable

Banedanmark will provide a timetable that will consist partly of a service timetable and partly of on-going notifications. The service timetable is announced annually after the allocation period has expired and may be updated during the allocation period.

The train numbers will appear from the final capacity allocation. The number series for occasional transfers can be obtained from Banedanmark.

The service timetable(s) will be sent to the Railway Undertaking electronically.

2.3 Traffic operations

Traffic operations on the main line during irregularities with or without reduced capacity
Banedanmark has the coordinating role and final decision-making power with regard to resolving traffic irregularities with or without decreased capacity. Traffic operations are established based on "*Principles for operation*" published annually by Banedanmark prior to the beginning of the timetable period.

The drafting of the "*Principles for operation*" is carried out in close collaboration between Banedanmark and the Railway Undertakings and follow the procedure for capacity allocation according to applicable law on allocation of railway infrastructure capacity (paths) etc. The "*Principles for operation*" are subject to continuous revision during the timetable period and the Railway Undertaking is obliged to participate in its preparation and implementation.

The "*Principles for operation*" do not overrule the obligations of Banedanmark to give notice on infrastructure work under section 7 of the contract.

Banedanmark and the Railway Undertaking are bound by the "Principles for operation". However, Banedanmark reserves the right to make other allocations where deemed necessary. The Railway Undertaking will ensure that staff and rolling stock plans support the general allocation plans.

The use of the "*Principles for operation*" may be initiated by Banedanmark or by the Railway Undertaking for Railway Undertaking's own trains.

The "*Principles for operation*" include appendices with recommendations on maintenance running. Banedanmark ensures that all Railway Undertakings participate equally in the maintenance running.

Traffic operations on the S-line during irregularities

The parties are under obligation to participate in preparing and implementing the restoration agenda (which includes layout of allocation principles and allocation plans) and emergency timetables. The emergency timetables are registered in the applicable service timetable for S-trains.

The parties are bound by the restoration agenda and/or emergency timetables if irregularities occur. However, Banedanmark reserves the right to carry out other allocations where deemed necessary.

Banedanmark's allocation authorities

According to the applicable executive order on allocation of railway infrastructure capacity (paths) etc., Banedanmark can, in connection with traffic disturbances, demand the Railway Undertaking to make drivers and rolling stock available for removal of equipment belonging to other parties or other forms of clearance. The Railway Undertaking will be remunerated by those who are responsible for the obstruction of the traffic.

Emergency Services Banedanmark

Banedanmark's Operations Centre can request tool car standby for incidents overall on the infrastructure in the cases, where the Railway Undertaking's rolling stock impedes e traffic operations, or in other situations, where the involvement of Emergency Services Banedanmark is deemed necessary.

The Railway Undertaking will pay such expenses according to section 9 of this contract. Procedure for acquiring Emergency Services Banedanmark as well as mutual rights and obligations can be found in appendix 6.

2.4 Traffic information

According to the valid Executive order on Banedanmark's tasks and authorities, Banedanmark supplies traffic information to passengers at stations of long-distance lines and regional lines, where the Railway Undertaking has been allocated capacity, according to the executive order.

The delivery of Banedanmark's traffic information is subject to Banedanmark's access to the necessary data on Railway Undertaking's traffic operations.

The traffic information is submitted on Banedanmark's visual and auditory media at stations of long-distance lines and regional lines as well as by Din Station (Your Station) on web and app.

In addition, Banedanmark will update Rejseplanen (the journey planner) with information about the actual arrival and departure times of the trains, track usage, stopping patterns, cancellations, and special trains for the long-distance lines.

Moreover, Banedanmark provides a nationwide telephone service to supply information about arrival and departure times where it is possible to read out departure and arrival information for the blind and visually impaired.

The parties shall exchange data and information to follow up on the service provided and the perceived quality of traffic information.

Responsibility sharing related to the traffic information task is described in Appendix 5 under the title "*Traffic Information*".

This provision only applies where the Railway Undertaking performs passenger transport.

2.5 Information on traffic flow – the regularity package

Banedanmark provides a regularity package every fourth working day of the month. The statements are in compliance with definitions as stated in the valid Executive order on infrastructure charges etc. for rail network. The regularity package consists of:

- Regularity data
- Status on the performance scheme is calculated according to the above-mentioned Executive order).

The conditions for the provision of the regularity package are based on the compliance of the following process:

Operational reports must be submitted as stipulated in the RDS guidelines and RDS instructions. Details regarding collaboration and deadlines for regularity follow-up are described in the RDS manual along with the list of causative codes.

The Railway Undertaking may, through an independent entity, such as an engineering consultancy, which is appointed and approved by both parties, conduct an assessment (auditing) of the procedure employed by Banedanmark in calculating the regularity. This is to ensure that the regularity package is prepared correctly. The Railway Undertaking bears the cost of such assessment.

2.6 Use of power supply equipment

The Railway Undertaking ensures that the pantographs comply with applicable standards at all times in order for the interacting pantograph/traction lines to minimize abrasion and operational disruptions.

Banedanmark ensures that the traction current system complies with the technical specifications for the system while ensuring the necessary maintenance of the system.

A collaboration forum has been established regarding the interaction between pantograph and traction line. If using electrical rolling stock, the Railway Undertaking is obliged to attend the collaboration forum by participation of a qualified person.

The Railway Undertaking ensures that the system is operated in accordance with applicable guidelines, especially regarding passage of neutral sections, thus minimizing abrasion and operational disruptions.

2.7 Technical and traffic rules and instructions

Banedanmark's rules and instructions are made available to the Railway Undertaking. The Railway Undertaking must supplement these with the Railway Undertakings own rules and instructions, until the necessary conditions for the Railways operations are complied with. Banedanmark's rules and instructions will be made available in electronic format on Banedanmark's website.

The parties are obliged to comply with these rules and instructions.

2.8 Data exchange

Railway operations becomes even more digitalised. The need for exchange of data will moreover increase in line with the implementation of a new signalling system on Banedanmark's infrastructure. In the coming years Banedanmark expects to increase the requirements regarding the data which the Railway Undertakings must deliver to Banedanmark.

If the parties deem it necessary to enter into an agreement on data exchange, the mutual rights and obligations are determined in annex 3.

3 Track access to service facilities and delivery of services

3.1 Allocation

Banedanmark allocates capacity to service facilities as defined in the European Parliament and Council Directive 2012/34/EU to the extent that these facilities are located on or adjacent to Banedanmark's infrastructure. The allocation of the capacity follows the provisions of section 2, 2.1.

All kinds of shunting on the infrastructure managed by Banedanmark must be agreed with Banedanmark. This does not apply to shunting activities on intermodal terminals managed by another operator.

3.2 Maintenance, cleaning, and de-icing/snow removal on Banedanmark's stations and areas

Banedanmark has the superior responsibility for cleaning, maintenance, area care, and de-icing/snow removal at Banedanmark's stations and areas. Banedanmark can enter into agreements with third parties on performance of the tasks. Banedanmark has entered into an agreement with DSB who partly performs, partly puts out to tender and inspects the tasks concerned according to an agreement on a number of operational tasks at stations. De-icing and snow removal is carried out according to 'winter measures' issued by Banedanmark. All cleaning, land care and maintenance are carried out in compliance with the valid norms and agreements, including the Working Environment Act.

The Railway Undertaking agrees, to the extent possible, to help limit the amount of waste on platforms and other Banedanmark areas as well as in the track.

The parties shall agree as necessary the form of co-operation on the above mentioned in accordance with Annex 4.

4 Additional services

At the request of the Railway Undertaking, Banedanmark supplies extra services for the Railway Undertaking as defined in European Parliament and Council Directive 2012/34/EU.

4.1 Traction current

At the request of the Railway Undertaking, Banedanmark supplies energy to operate the electric traction units according to the applicable executive order on Banedanmark's supply of traction current). The Railway Undertaking has the right to purchase power from another supplier through Banedanmark's distribution network, see section 3, 2.2 of the valid Executive order on Banedanmark's supply of traction current.

The main line is equipped with 25 kV 50 Hz and the S-line is supplied with 1650 V DC.

The Railway Undertaking must have an independent traction contract for the operation of electric traction devices.

4.2 Preheating of train sets, trains and locomotives, as well other electricity via external power supply

On agreement with the Railway Undertaking, Banedanmark provides electricity to trains via facilities owned by Banedanmark.

Banedanmark operates with three system voltages for this purpose: 1,500 V and 1,000 V (both single-phase) and 400 V three-phase.

Payment is made according to section 9 of the contract.

4.3 Water for preparation of trains

On agreement, Banedanmark provides water for preparation of trains.

Payment is made according to section 9 of the contract.

4.4 Permit for exceptional transports

If the Railway Undertaking wishes to carry out transport that does not meet the applicable standards, the Railway Undertaking must apply for a permit for exceptional transports. If the transport is feasible, Banedanmark issues a permit. Details relating to exceptional transports and issuing of permits are found in the UT instructions, published by Banedanmark and available on Banedanmark's website.

Payment is made according to section 9 of the contract.

5 Ancillary services

Mutual rights and obligations related to ancillary services as defined by the European Parliament and Council Directive 2012/34/EU.

5.1 Provision of additional information including data, reports, and analyses

Upon request, Banedanmark can provide data, reports, or evaluations on the Railway Undertaking's traffic.

Payment is made according to section 9 of the contract.

6 Safety and permits

6.1. Permit and safety certificate etc.

It is the responsibility of the Railway Undertaking to possess a valid permit to perform train operations and a safety certificate issued by the Danish Civil Aviation and Railway Authority.

Banedanmark warrants that it has the required permission and safety approval as Infrastructure Manager.

6.2 Accidents and antecedents to accidents

In case of accidents and antecedents to accidents as defined in the valid Executive order on reporting data for analyses in the railway sector concerning accidents and antecedents to accidents to the Danish Civil Aviation and Railway Authority, the stipulations in Banedanmark's traffic regulations, including Safety Regulations (SR), Operational Rules for Long-distance lines (ORF), Operational Rules for S-trains (ORS), etc. shall apply. The Railway Undertaking and Banedanmark are obliged to co-operate and exchange data when examining accidents and antecedents to accidents.

6.3 Disclosure of information on goods

Prior to arrival from another infrastructure, dispatch or placing of goods on Banedanmark's infrastructure and/or areas the Railway Undertaking must provide Banedanmark with all necessary information in a format approved by Banedanmark, thus complying with RID 1.4.3.6 and the valid Executive order on risks, Safety Regulations (SR), Safety Instructions (SIN) as well as Operational Rules for S-trains (ORS) and Operational Rules for Long-distance lines (ORF).

The report must include all wagons with or without dangerous goods, including, when applicable, future planned parking of wagons.

This duty of reporting toward Banedanmark does not apply, if the placing of the dangerous goods takes place on intermodal terminal areas administered by another terminal operator by agreement with Banedanmark.

7 Capacity restrictions

Banedanmark will in the coming years construct new infrastructure and necessary upgrades while simultaneously supporting the traffic operations on the existing infrastructure.

It is in the joint interest of the railway sector that the planning of capacity restrictions is made as early as possible. As the national Infrastructure Manager, it is Banedanmark's ambition to expedite all initiatives facilitating timely planning. Taking into account passengers and freight customers, the Railway Undertakings have a similar ambition.

Overall, it is the joint responsibility of the railway sector which can only be complied with, if the planning of the necessary capacity restrictions in connection with infrastructure works are arranged in cooperation. This puts great demands on planning and mutual dialogue across the sector.

7.1 Notification periods and procedures

Banedanmark's planning, coordination, and publication of capacity restrictions to be applied in connection with projects and other infrastructure works is performed in compliance with the provisions in the Commission Delegated Decision (EU) 2017/20175 of 4 September 2017 replacing the Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a common European railway area . Moreover, the work on capacity restrictions complies with principles of a robust planning process and an attractive timetable, which takes into account the need for robustness and shortest possible travelling times.

Banedanmark notifies capacity restrictions to the Railway Undertaking in the Network Statement and the LA letter. Current notifications appear from the LA letter issued on a weekly basis. An overview of the notification period appears from appendix 7.

Furthermore, Banedanmark on an ongoing basis invites the Railway Undertaking to participate in project and capacity meetings with regard to a cooperation between the parties. The dates for the meetings are planned in accordance with the concrete periods of the individual projects and programmes. Railway Undertaking is currently informed of the meeting dates which are also published on Banedanmark's website.

Banedanmark settles the capacity based on the possible number of paths within the framework of a given capacity restriction. Thereupon, a timetable is agreed by the parties, taking into account the rules of priority and allocation.

Banedanmark is not obliged to announce capacity restrictions to remedy defects. Defects in this context are defined as situations where incidents originated from technical breakdown, accidents, or vandalism as well as weather or natural conditions cause (or may cause) operational disruptions and/or accidents and antecedents to accidents.

Any notifications or changes to submitted notifications, if any, issued after receipt of a LA letter and settlement of the traffic consequences, must be planned in dialogue between the parties.

Banedanmark will either at directors' board meetings with the Railway Undertaking, or otherwise, inform about the status of the portfolio of the capacity restrictions given notice of in the Network Statement.

It is the responsibility of Banedanmark to give notice of capacity restrictions prompted by a third party (such as municipalities and the Road Directorate).

When a track possession is announced to the Railway Undertaking, the Railway Undertaking does not have access to the tracks included in the scheduled work for the duration of the work, even though the paths have been allocated to the Railway Undertaking in connection with the path allocation for the timetable period concerned.

Banedanmark will generally be accommodating towards potential requests from the Railway Undertaking that leads to implementation of capacity restrictions within the current timetable. The planning will be made in close co-operation between the Railway Undertaking and Banedanmark, taking into account the impact on traffic operations.

Banedanmark is obliged to notify such capacity restrictions requested by the Railway Undertaking to other Railway Undertakings affected by such capacity restrictions. The notification is made according to notification time agreed with these Railway Undertakings. A separate agreement is made for each individual infrastructure work.

The parties can make a mutual agreement on a process for the current correction, which does not form part of the process, regulated in the Access Contract.

8 Environment

8.1. Environmental standards

The parties guarantee that existing environmental legislation is always respected, and each party is responsible for pollution or environmental damages that can be related to the undertaking involved.

8.2 Oil spillage

In case of just emerged spillage of oil or other chemicals caused by the Railway Undertaking in areas of Banedanmark the Railway Undertaking must immediately, and without undue delay, inform the nearest control office. Thereupon the nearest control office involves Banedanmark's environmental section.

The railway Undertaking must by a special form for handling spillage of oil and chemicals on Banedanmark's website inform where the spillage took place and about the extent concerned. Upon detection of the spillage the Railway Undertaking must partly stop the spillage, partly initiate clean-up of the oil. It is agreed between the local council concerned, Banedanmark and the Railway Undertaking which investigations and remedial actions will be necessary and feasible. Such investigations and remedial actions must be paid by the Railway Undertaking.

8.3 Noise

The parties must attempt to minimize noise. Environmental legislation employs two different definitions of noise caused by railway operations; noise from passing trains (line noise) and noise from other activities (terminal noise). These definitions are defined in guideline no. 1/1997 "Noise and vibrations from railways" and supplement to guideline no. 1/1997 "Noise and vibrations from railways" – Environmental Protection Agency - July 2007.

The environmental legislation does not contain limit values for line noise from existing railways. Running to and from stabling tracks (to and from operations) and reversing tracks is covered by the regulations for line noise.

Noise caused by trains in stabling tracks, including idling trains, can be covered by the rules regarding noise from companies and can be regulated by the local councils.

The parties are obliged to mutually involve each other in any contact with relevant authorities, if such contact may lead to any one of the parties or both parties being subject to an enforcement notice according to the Environmental Protection Act and this provision.

The Railway Undertaking must, to the extent possible and reasonable, be prepared to contribute to Banedanmark being able to comply with the specific instructions issued by the relevant authorities concerning noise reduction related to terminal noise, to the extent the noise is caused by the Railway Undertaking.

9 Charges

9.1 Infrastructure charges

In order for the Railway Undertaking to use the railway infrastructure, excluding the S-train lines, the Railway Undertaking is obliged to pay infrastructure charges to Banedanmark, in accordance with the valid Executive order, regarding payment for use of the State railway and regarding environmental subsidies for freight transportation on the rail network, as well as the valid Executive order on infrastructure charges etc. for the rail network.

Banedanmark sends an invoice for infrastructure charges before the 20th of each month.

Prior to issuing the invoice for infrastructure charges, Banedanmark forwards documentation stating the infrastructure charges to be paid by the Railways Undertaking. The documentation is forwarded to the Railway Undertaking monthly and comprises a specification of the individual settlements.

The purpose of forwarding the documentation stating the infrastructure charges to be paid is to make it possible for each Railway Undertaking to review the settlements before the invoice being issued. In case the Railway Undertaking has comments on the documentation stating the infrastructure charges to be paid, the Railway Undertaking should inform Banedanmark of such comments within 2 days upon receipt of the documentation stating the infrastructure charges to be paid. This is a prerequisite to enable Banedanmark to take into account the comments forwarded by the Railway Undertaking and to enable Banedanmark to issue the invoice before the 20th of each month.

9.2 Emergency services - Banedanmark

Charges for emergency services appear from appendix 6.

9.3 Additional services

Traction current

Electricity for traction current is supplied by Banedanmark according to a separate contract (traction current contract) between the Railway Undertaking and Banedanmark. Details regarding payment for traction current appear from the traction current contract.

The above-mentioned services are carried out according to Executive order on Banedanmark's supply of traction current.

Pre-heating of trains, train sets and locomotives and other electricity via mains socket

Charges are by agreement.

Water for preparation of trains

Charges are by agreement.

Permission for exceptional transports

The charge is DKK 2.500 per issued transport permit.

Invoice will be sent monthly in arrears. Invoicing address must be stated in the application.

9.4 Ancillary services

Supply of additional information

The price for data, reports and analyses on traffic operations are to be agreed between Banedanmark and the Railway Undertaking in each individual case.

9.5 Banedanmark's terms of payment

30 days net.

9.6 The Railway Undertaking's invoicing address

[Railway Undertaking]

[Address]

[Postal code]

[Country]

10 Insurance

The Railway Undertaking is required to have legally required liability insurance.

Banedanmark is covered by the State self-insurance scheme.

11 Indemnity

11.1 Liability

A party is only liable to the other party to the extent that an injury is caused by negligence or wilful misconduct by the tortfeasor or in case of non-participation in the proper fulfilment of the contract. Moreover, Danish laws apply.

11.2 Recourse

If one party is liable for damages to third parties, the party has recourse against the other party to the extent that the party intentionally or by negligence has been liable or jointly liable for the damage. As regards the Railway Undertaking's right of recourse, see section 52 of the Railway Act.

11.3 Statement of damages

Danish law applies when calculating compensation for personal injury and property damage. Indirect loss, operating loss, including among others, but not exclusively, loss of use or profit is not recoverable. This also applies when Banedanmark, in accordance with the rules in force, closes parts of the infrastructure in order to maintain the required safety level. Cost of replacement transport is covered by the Railway Undertaking, regardless of the causative factor.

- Loss of income claimable from the tortfeasor:
 - Compensation for personal injury or loss of a provider.
 - Property damage, including repair costs, including repairs made by the injured, injurer's own employees or third party's workshop. In case of total loss the compensation is calculated according to the principle provided in section 37 of the Insurance Contract Act.
 - Internal additional costs for i.e. overtime, extra staff, equipment etc.
- Lost of income that cannot be recovered from the tortfeasor:
 - Indirect loss, including lost profits.
 - Costs for replacement transport.
 - Costs for assessment and establishment of the injury.
 - Salvage expenses not covered by the State.

12 Breach of contract

The contract can be terminated in the event of a substantial breach.

If a party wishes to invoke a breach, the aggrieved party must without undue delay inform the other party of the breach.

If the party responsible for the breach does not remedy the situation within reasonable time, the aggrieved party may immediately terminate the contract.

An agreed penalty does not preclude the parties to claim compensation for any further loss. This does not apply if the function of the penalty is to replace compensation.

Moreover, Danish laws on remedies for breach of contract apply.

13 Force majeure

Neither Banedanmark nor the Railway Undertaking shall under this contract be deemed liable to the other party, to the extent that the liability is caused by circumstances beyond the party's control and which the party, when signing the contract, could not have taken into account, avoided, or overcome.

The party seeking to invoke force majeure shall without undue delay notify the other party of the onset and termination of the event.

The parties shall seek to mitigate or prevent the event, damage or delay in accordance with Danish laws on the duty of mitigation.

14 Performance scheme

To the extent prescribed by the valid Executive Order on infrastructure charges, etc. for the rail network, the parties are subject to a mandatory performance scheme. The performance scheme is managed as described in the Executive order.

15 Conditions for transfer

The Railway Undertaking cannot without written consent by Banedanmark assign any rights and obligations under the contract to a third party.

In cases where an agreement is made with other Railway Undertakings after the capacity allocation deadline has passed, the Railway Undertaking must prove that no trade or transfer of capacity has taken place, for example by providing a copy of an agreement.

The Railway Undertaking is entitled to use subcontractors. A prerequisite is that subcontractors have or can obtain the necessary approvals. The Railway Undertaking is obliged to announce such arrangements to Banedanmark, to the extent possible before capacity allocation is made, and to inform to what extent other Railway Undertakings are used as subcontractors for the Railway Undertaking's traffic operations.

The parties are liable for the work and services carried out by their subcontractors in relation to any claims by the other party, under the same conditions as when undertaking the work themselves.

16 Co-operation

16.1 Co-operation and duty to disclose

The parties agree, as appropriate, to attend meetings between the parties to ensure the necessary co-operation.

To the extent that Banedanmark, for the sake of the overall co-ordination of the railway network, calls for meetings with the participation of several Railway Undertakings, the Railway Undertaking cannot insist on separate meetings with Banedanmark.

The parties are obliged to notify each other without delay on matters of importance to the rights and obligations referred to in the contract.

16.2 International co-operation

As part of the international co-operation Banedanmark, regardless of section 16.3, provides information to RailNet Europe (RNE).

16.3 Confidentiality

The parties and their employees are obliged to maintain the confidentiality of any knowledge and information which may come into their possession, regarding the other party's commercial and technical relations and expertise, clients, collaboration partners, sub-contractors etc.

This confidentiality between the parties continues after the termination of the contract, whatever the cause.

Notwithstanding the above-mentioned, a party is entitled to disclose confidential information, if, and to the extent that:

- the information is required by legislation or a decision by a court or public authority, including the Ministry of Transport, the Danish Civil Aviation and Railway Authority, and the Danish competition authorities or EU authorities
- the parties deem necessary and appropriate that the party passes the information to its advisers, provided that these advisers are or will be subject to a similar confidentiality obligation
- the information is publicly available or rightfully received by third parties
- the information is made anonymous and used for general sector statistics, annual reports or similar.

Any disclosure of information in addition to those listed above requires prior written consent from the non-disclosing party.

16.4 Access

The parties shall encourage mutual access to equipment, facilities, etc. whenever required for the performance of the parties' activities. This access is subject to compliance with applicable regulations.

17 Disputes

17.1 Negotiation and mediation

The contract is subject to Danish laws. If a dispute arises in connection with the contract, the parties must seek this solved through mediation.

If the dispute is not solved through mediation the parties may jointly appoint an independent expert mediator to make non-binding proposals for a resolution of the dispute.

17.2 Arbitration

Any question of interpretation of or compliance with the contract, which cannot be arranged amicably between the parties in accordance with section 17.1 of the contract is referred to arbitration.

The party seeking arbitration shall appoint an arbitrator and invite the other party within 14 days to appoint its arbitrator; failing this, the arbitrator will be appointed by the President of the Danish Eastern High Court.

The appointed arbitrators shall jointly appoint a chairman for the arbitration tribunal. If the arbitrators cannot agree on the choice of a chairman, the President of the Danish Eastern High Court will make the appointment.

The arbitration tribunal shall adopt rules for the processing of the case in accordance with the customary procedural principles.

The arbitration tribunal shall be located in Copenhagen.

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The arbitration tribunal shall decide on the basis of Danish laws.

18 Entry into force and termination

The contract shall enter into force on 10th December 2023 and will expire without notice on 14th December 2024.

The contract is valid for the timetable period TT24.

Two copies of the contract are signed by the parties, each having received a copy.

Banedanmark:
Date

The Railway Undertaking:
Date

Name
Title

Name
Title

Appendix 1 – Conditions concerning infrastructure and rolling stock (tracks and wheels)

1. Tracks and wheels

1.1 Banedanmark's obligations

Track quality

The track is to be maintained according to applicable railway norms and other norms/rules. As to the overall quality of the track, the requirements laid down in railway norm Banenorm BN1-38 must be complied with in respect of point errors, whereas for standard deviations at least 80 per cent of all track sections of 200 m in main and through going running tracks must comply with the requirements concerning a standard deviation in both height and lateral direction as stated in Banenorm BN1-38.

The condition is settled once a year based on the requirements in Banenorm BN1-38. A report in this regard is sent to the Railway Undertaking in the second quarter of the year.

Canting of the rail 1:40

Canting of the rail on Banedanmark's railway network must in connection with new construction, renewal and maintenance be grinded to reach a canting of the rail of 1:40 on top the rail (TOP) as stated in Banenorm BN2-47.

Physical condition of the track

Questions concerning the physical conditions of the track in connection with requests for changes in the TIB speed and/or the TIB speed's effect on environment and comfort can be directed to Banedanmark. Banedanmark will ensure that contact is directed to the correct section in Banedanmark for handling such request.

Monitoring of wheel and axle load

On selected lines Banedanmark has installed ALC systems for monitoring wheel and axle load of the rolling stock as stated in Banenorm BN2-205. Too extensive wheel and axle load can fatigue the components of the track and of the rolling stock. In worst case this can result in damage to the track. In such cases the ALC systems submit alarm, whereupon Banedanmark takes contact to the Railway Undertaking regarding further measures as stated the traffic information related to Banenorm BN2-205 and

1.2 The Railway Undertaking's obligations

The rolling stock of the Railway Undertaking must comply with the requirements described in the valid Executive order on vehicles' technical compatibility with the rail network.

Standard of maintenance of rolling stock (dynamic stress of the track)

The rolling stock of the Railway Undertaking must at any time be maintained according to international standards, the requirements laid down in the valid Executive order on vehicles' technical compatibility with the rail network, as well as the supplier's maintenance instructions. However, to the extent necessary, it must be taken into consideration that standards and rules have been subject to a development since several of the Railway Undertaking's vehicles were put into service. Therefore, the vehicles cannot necessarily comply with these rules and standards (e.g., changed requirements for track forces, etc.)

The Railway Undertaking is obliged to make relevant sections of standards for rolling stock and maintenance instructions available to Banedanmark upon request.

Wheel profiles

The rolling stock of the Railway Undertaking must apply wheel profiles adjusted to a

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canting of the rail of 1:40. The wheel profiles must comply with the requirements laid down in EN13715, unless otherwise agreed between the parties.

Maintenance of wheels

The rolling stock of the Railway Undertaking must as a minimum comply with requirements laid down in EN15313. The Railway Undertaking is in accordance with Banenorm BN2-205 obliged to monitor the condition regarding wheel flats and to perform remedy of such as soon as these are disclosed. The requirements laid down in Banenorm BN2-205 are put into practice in traffic information "Hjul- og aksellast detektorer. Håndtering af alarmer" (Wheel and axle load detectors. Handling of alarms"). More extensive wheel flats, ovality or other kinds of out-of-round wheels are reported to Banedanmark immediately.

The Railway Undertaking is obliged to assess the condition of the wheels as to wheel flats once a year. Such assessment must be based on the requirements laid down in EN15313 and Banenorm BN2-205. The Railway Undertaking must send a report in this regard to Banedanmark in the second quarter of the year.

Appendix 2 – Issues regarding infrastructure and rolling stock (train control and train radio)

1. Train control

ATC software

Normally, Banedanmark pays for development and approval of new ATC software. However, in special situations where the Railway Undertaking has explicitly expressed a wish for extensive changes, Banedanmark can require such costs to be covered by the Railway Undertaking in whole or in part. Such a requirement must be presented by Banedanmark before implementation of the development project.

In connection with monitored trial operation of new ATC software, the Railway Undertaking will participate free of charge in such trial operation with rolling stock and staff (i.a. for output of data from log systems).

ATC/ mobile

The Railway Undertaking must guarantee that the mobile ATC systems are mounted in the trains and are updated with applicable software. In connection with the implementation of new ATC software, Banedanmark makes 2 sets of the approved version available free of charge to the Railway Undertaking. Based on these EPROM, the Railway Undertaking performs programming of the remaining number of EPROMS for the vehicles of the Railway Undertaking. The Railway Undertaking itself installs the software and meets all costs related to the purchase and installation of this software in the rolling stock belonging to the Railway Undertaking. Banedanmark gives notice of changes of the applicable software for mobile ATC systems not later than 6 months prior to the change entering into force.

By applying rolling stock equipped with mobile ATC, the Railway Undertaking is obliged to retain a safety organisation with an administrator of vehicles equipped with ATC. The safety organisation must be approved by the Danish Civil Aviation and Railway Authority. The vehicle administrator has the superior responsibility regarding retaining a reasonable maintenance level for the mobile ATC systems of the Railway Undertaking in compliance with the safety approval for ATC. The vehicle administrator must participate in Banedanmark's forum of ATC operational experience.

Banedanmark is entitled to require the Railway Undertaking to make changes in the composition of components, the version of components or installation principles concerning ATC, when such changes are required due to conditions related to safety or interoperability based on requirements laid down in applicable legislation at the time concerned. In such cases, the Railway Undertaking must at its own expense procure the components and perform the installation of these as well as the activities related hereto in cooperation with Banedanmark within a reasonable time limit. This time limit is settled by Banedanmark as agreed with the Railway Undertaking.

In cases where the Railway Undertaking needs to perform a special adjustment of the interface between the vehicle and the ATC equipment, it lies with the Railway Undertaking to bear the costs and perform a project either resulting in a vehicle-related adjustment or a presentation to Banedanmark of a wish for a software adjustment of the ATC equipment. Moreover, the Railway Undertaking is obliged to bear all costs regarding upgrading and implementation.

ATC fixed installations

Banedanmark is system administrator of ATC and ensures that this is correctly coded according to the system specification and the provisions laid down for the project. Banedanmark retains a forum of operational experience with participants from

Banedanmark's maintenance organisation and operational organisation as well as the Railway Undertakings operating ATC. The group of ATC operational experience arranges approx. 3 meetings per year. At these meetings operational experience and fault patterns are treated.

Internal quality assurance

Banedanmark currently follows up on the operational stability of fixed installations. Faults are remedied so that recurring incidents are avoided to the greatest extent possible. The Railway Undertaking currently follows up on the operational stability of the mobile systems. Faults are remedied so that recurring incidents and switching off ATC are avoided to the greatest extent possible.

At the next meeting of operational experience Banedanmark and the Railway Undertaking explain recurring incidents occurred since the recent meeting.

New train control systems

As a consequence of Banedanmark's Signalling Programme, it will be necessary to equip the Railway Undertaking's rolling stock operated on the long-distance lines with ERTMS/ETCS and the Railway Undertaking's rolling stock operated on the S-train lines with CBTC or ICI. The Railway Undertakings must replace mobile ATC systems by ERTMS systems with Danish STM.

Banedanmark owns and lends ERTMS-DK, STM-DK and CBTC-equipment to Railway Undertakings which perform passenger transport based on an agreement with the State and the regions. In connection with the Railway Undertakings' purchase of new rolling stock, the Railway Undertaking itself must pay for new ERTMS, STM, ICI, and CBTC equipment for the rolling stock. More detailed conditions related to the loan of the equipment and the cooperation between Banedanmark and the abovementioned Railway Undertakings are regulated between the parties in a cooperation agreement on the implementation of the Signalling Programme and loan agreements. The responsibility for system administration of the onboard equipment purchased through Banedanmark's supplier contracts concerning ERTSM, STM, ICI, and CBTC lies with Banedanmark.

As for ERTMS/ETCS onboard equipment which is not purchased based on Banedanmark's Onboard-Contract, the responsibility for system administration of the onboard equipment lies with the Railway Undertaking, including software updates. The Danish Civil Aviation and Railway Authority states requirements regarding documents attesting that the ERTMS/ETCS onboard equipment is integrated correctly with the ERTMS/ETCS infrastructure. In this connection Banedanmark – on conditions to be agreed more in detail - offers to assist the Railway Undertaking by testing the new types of onboard equipment in Banedanmark's "Joint Test Lab" in accordance with the requirements on ETCS System Compatibility test from TSI 2016/919 and Regulation 2019/776.

CBTC software

Banedanmark pays for development and approval of new CBTC software to be applied for rolling stock operated for traffic based on public service obligation (PSO). However, in special situations where the Railway Undertaking has explicitly expressed a wish for extensive changes, Banedanmark can require such costs to be covered by the Railway Undertaking in whole or in part. Such a requirement must be presented by Banedanmark before implementation of the development project.

ERTMS/STM/ICI/CBTC mobile

The Railway Undertaking must guarantee that the mobile ERTMS/STM/ICI/CBTC systems are mounted in the trains and are updated by applicable software.

In connection with the implementation of new ERTSM/STM/ICI/CBTC software in equipment lent from Banedanmark, Banedanmark makes the approved version available free of charge to the Railway Undertaking. The Railway Undertaking meets all costs related to the purchase and installation of this software in the rolling stock belonging to the Railway Undertaking. However, the practical installation will be performed by Banedanmark's supplier in compliance with Banedanmark's supply contract on CBTC-equipment on the S-train lines and ERTMS/STM on the long-distance lines. The Railway Undertaking shall pay for the work performed by the supplier in this regard. The time of

installation is settled by Banedanmark after coordination with the supplier and the Railway Undertaking.

In connection with compatibility test and trial operation of any new ERTMS/STM/ICI/CBTC software, the Railway Undertaking will participate free of charge in this trial operation by rolling stock and staff (i.a. for output of data from log systems).

By applying rolling stock equipped with mobile ERTMS/STM/ICI/CBTC, the Railway Undertaking is obliged to retain a safety organisation with an administrator of vehicles equipped with ERTMS/STM/ICI/CBTC. The safety organisation must be approved by the Danish Civil Aviation and Railway Authority. The vehicle administrator has the superior responsibility regarding retaining a reasonable maintenance level for the mobile ERTMS/STM/ICI/CBTC systems of the Railway Undertaking in compliance with the safety approval of ERTMS/STM/ICI/CBTC. The vehicle administrator will be invited to participate in Banedanmark's forum of ERTMS respectively CBTC operational experience.

Banedanmark is entitled to require the Railway Undertaking to make changes in the composition of components, the version of components or installation principles concerning CBTC, when such changes are required due to conditions related to safety or technical compatibility based on requirements laid down in applicable legislation at the time concerned. In such cases, the Railway Undertaking must at its own expense procure the components and perform the installation of these as well as the activities related hereto in cooperation with Banedanmark within a reasonable time limit. This time limit is settled by Banedanmark as agreed with the Railway Undertaking.

In cases where the Railway Undertaking needs to perform a special adjustment of the interface between the vehicle and the CBTC equipment, it lies with the Railway Undertaking to bear the costs and perform a project either resulting in a vehicle-related adjustment or a presentation to Banedanmark of a wish for a software adjustment of the CBTC equipment. Moreover, the Railway Undertaking is obliged to bear all costs regarding upgrading and implementation.

IT safety in ERTMS/ETCS

Banedanmark is administrator of an ERTMS "Online Key Management System" which ensures that the ETCS onboard equipment being purchased based on Banedanmark's Onboard-Contract with Alstom will be provided with valid encryption keys to protect the ERTMS system's data communication from threats to IT safety. The Railway Undertaking must apply this system in compliance with Banedanmark's instructions. Banedanmark's ERTMS "Online Key Management System" is basically only established with direct connection for ETCS onboard equipment being purchased based on Banedanmark's Onboard-Contract with Alstom. If the Railway Undertaking itself purchases new types of onboard equipment which are not connected directly to Banedanmark's KMS domain, the Railway Undertaking must establish its own KMS domain and make an agreement with Banedanmark regarding connecting this domain to Banedanmark's KMS domain. During a transitional period Banedanmark can offer to issue encryption keys and deliver these offline to new onboard equipment, not supporting online KMS. However, Banedanmark points out that Banedanmark's KMS domain is managed subject to an online distribution of encryption keys. In case of increased threats to IT safety it will be possible to replace the encryption keys without notice. It lies solely with the Railway Undertaking to ensure that encryption keys which are delivered offline are replaced to be able to sustain operations. Banedanmark will deliver updated keys according to further agreement in this regard. However, Banedanmark cannot be made responsible for breakdowns of operations as a consequence of the Railway Undertaking having not updated the encryption keys in the rolling stock.

ERTMS/STM/ICI/CBTC fixed installations

Banedanmark is system administrator of ERTMS and CBTC infrastructure and ensures that this is correctly coded according to the functional system requirements from the Technical Specifications for Interoperability, the CBTC requirements specification as well as the respective provisions laid down for the project. Banedanmark retains a forum of operational experience with participants from Banedanmark's maintenance organisation and operational organisation as well as the Railway Undertakings operating ERTMS/STM/ICI/CBTC. The group of ERTMS/STM/CBTC operational experience arranges

approx. 4 meetings per year. At these meetings operational experience and fault patterns are treated.

Internal quality assurance

Banedanmark currently follows up on the operational stability of fixed installations. Faults are remedied so that recurring incidents are avoided to the greatest extent possible. The Railway Undertaking currently follows up on the operational stability of the mobile systems. Faults are remedied so that recurring incidents and switching off ERTMS/STM/ICI/CBTC are avoided to the greatest extent possible.

At the next meeting of operational experience Banedanmark and the Railway Undertaking explain recurring incidents concerning ERTMS/STM/ICI/CBTC occurred since the recent meeting.

Others

On Banedanmark's ATC and ATC train stop lines minimum requirements are made for braking percentage. Through such requirements it must be avoided that the engine drivers experience impact when operating the train. Example: For ATC equipped lines, all danger points (e.g. level crossings) are announced at minimum projection distance. This restrictive deacceleration towards the danger point is accommodated by laying out update balises in the traffic impact zone. These update balises will be able to eliminate deceleration towards the danger point. For these lines a type train which rates the traffic impact zone has been chosen. In situations where one of the Railway Undertaking's trains does not comply with the rating braking capacity of the type train, an impact will be experienced.

On lines equipped with ATC train stop the balises are projected and arranged for a type train with a braking percentage of 120 %. In trains with lower braking percentage, impact caused by the ATC train stop system can be experienced.

To find and correct the fault of infrastructure the Railway Undertaking shall upon request be obliged to perform an output of the recordings from the data logging unit, requested by Banedanmark, and to forward these recordings free of charge to Banedanmark.

The Railway Undertaking reports all observed ATC/ICI//CBTC/STM/ERTMS fault incidents to Banedanmark by stating:

- ATC/ICI/CBTC/STM/ERTMS fault code/fault description
- Time and place, including – as far as possible - signal number or other unique identification
- Consequence of the fault
- Vehicle number

2. Train radio

Banedanmark's total costs in connection with the Railway Undertaking's wish for obtaining an approval of new types of train radios (versions), are to be covered by the Railway Undertaking, regardless of whether the train radio is approved or not.

If Banedanmark due to external conditions, as e.g. new technology, expiry of maintenance guarantees or legislative changes, requires an update of the Railway Undertaking's existing train radios by new software or hardware, such costs are to be met by the Railway Undertaking. If, on the contrary, Banedanmark of its own motion requires an update of the Railway Undertaking's existing train radios by new software or

Appendix 4 –Quality of Banedanmark’s areas and facilities

1. In general

Banedanmark has the superior responsibility for cleaning, maintenance and snow removal on Banedanmark’s areas according to valid Executive order on Banedanmark’s duties and powers. Banedanmark can enter into agreements with third parties on the performance of the tasks. Banedanmark has entered into an agreement with DSB on delivery of the tasks according to an agreement on the performance of a range of tasks at stations as per 1st October 2021. DSB puts out to tender and performs inspection of the task. Below the mutual guidelines between Banedanmark and the Railway Undertaking regarding quality of cleaning, maintenance as well as snow removal (hereinafter referred to as cleaning and maintenance) of the areas within the responsibility of Banedanmark are stated.

2. Responsibility

2. 1. Joint responsibility

2.1.1 Review of needs for cleaning and snow removal at stations

The parties settle a dialogue forum in which they will cooperate regarding cleaning and snow removal at stations in order to ensure an optimum extent of quality for the customers in areas within the responsibility of Banedanmark.

2.1.2.Reviw of needs for maintenance of non-passenger related areas

Banedanmark and the Railway Undertakings perform a joint review of Banedanmark’s depots, shunting areas and other areas applied by the Railway Undertaking. The review is made once a year, not later than in the second quarter of the year. Banedanmark will invite to such review. It is agreed between the parties at which stations the review of shunting areas and other non-passenger related areas is to be performed.

Wishes, faults and defects, which are disclosed in connection with the review, are to be stated in a review report. The report is forwarded to the relevant operational expert areas of Banedanmark. These expert areas will, based on comments and documentation, reject or announce the need to be prioritised. Responses stating measures to be taken regarding the announcement are to be stated in the review report. This report will be returned to the Railway Undertaking after having been processed in Banedanmark.

Faults and defects occurred in the meantime will be announced currently for expert visitation through an electronic portal for reporting (EPI).

2.2. Banedanmark’s responsibility

Banedanmark must ensure that all safety regulations and relevant legislation, including the legislation on working environment, can be complied with in connection with cleaning, maintenance, and snow removal in all areas within the responsibility of Banedanmark. Banedanmark can enter and has entered into an agreement with a third party – in this case DSB – on the performance of these tasks.

Banedanmark bears the costs for traffic regulating fencing, as required.

2.2.1 Dangerous goods

According to RID 1.10.1.13 Banedanmark is obliged to take measures necessary to minimise theft or misuse of dangerous goods in the areas managed by Banedanmark and applied for temporary storage in connection with the transport of dangerous goods.

2.3. The Railway Undertakings’ responsibility

The Railway Undertaking must keep clean the areas of Banedanmark applied in connection with preparation, servicing and stabling of trains.

If the Railway Undertaking considers that fencing in connection with shunting and reloading activities to be performed by the Railway Undertaking is needed, the Railway Undertaking can on its own account and by an agreement with Banedanmark mount fencing, except from the areas covered by item 2.2.1.

3. Quality requirements for maintenance of Banedanmark's areas

Maintenance is performed within the budget frames of Banedanmark.

Priority and planning are made in a cooperation between the parties. In case of discrepancies between the parties and in relation to the said cooperation regarding cooperation on priority and planning, the financial management powers always lie with Banedanmark.

In case Banedanmark deems that there will be a risk of personal injury, the problem will be handled as soon as possible, either by remedy of the faults of by fencing off the areas.

In case the parties perform project or modernisation work on each other's areas, the obligation to perform subsequent reestablishment lies with the part performing the task.

If one of the parties might be subject to a reinforcement notice according to the Working Environment Act, the parties accept that the reinforcement notice to the greatest extent possible is addressed to both parties, to the extent the reinforcement notice is due to circumstances which are beyond the control of the addressee.

3.1. Quality requirements

Banedanmark is obliged to ensure that the agreed quality requirements based on norms and other regulatory provisions are complied with. This can be ensured by a third party's obligation to perform the tasks. Banedanmark ensures that work and traffic within the area can take place in an adequate and safe manner. This can be ensured by a third party's obligation to perform the tasks.

4. Cooperation

The cooperation between Banedanmark and the Railway Undertaking takes place in several meeting fora and by way of an ongoing dialogue between the contact persons appointed by the parties. The meeting fora are settled between the parties, and frequency and form of meetings are agreed separately with each individual Railway Undertaking.

5. EPI (Electronic Portal for Reporting)

Safety-related incidents are to be reported to Banedanmark in compliance with the Safety Regulations (SR) § 90.

Reporting of non-safety-related faults and defects in Banedanmark's areas must be made by applying the EPI-site. If the Railway Undertaking has no access to the SharePoint site, or if access is to be provided to new employees, contact must be directed to EPI@bane.dk by stating name and e-mail address of the employee to whom access is to be provided. Thereupon, the employee concerned will be established as a user of the system.

Interruptions of operations are reported through RDS.

Appendix 5 – Traffic information

1. In general

According to valid Executive order no. 1276 of 20/11/2015 on Banedanmark's duties and powers (with later changes), Banedanmark delivers traffic information to the Railway Undertaking's and Banedanmark's joint customers at the stations for the long-distance and regional lines, operated by the Railway Undertaking. The mutual obligations between Banedanmark and the Railway Undertaking regarding the traffic information tasks for the joint customers are stated below.

2. Responsibility sharing

Banedanmark is responsible for and in charge of traffic information:

- about the actual situation of operations at all stations for long-distance and regional lines in Denmark
- on displays and through loudspeakers at the stations, cf. "Servicestandarden for Trafikinformation" ("Service Standard for Traffic Information")
- about departure times of the trains and track utilisation by Rejseplanen (Journey Planner) as well as special trains, cancelled trains, and actual stopping pattern up to 24 hours ahead
- on digital departure displays at dinstation.dk and in the app Din Station (Your Station)
- by telephone service for visually impaired passengers based on data in Rejseplanen (Journey Planner)

The Railway Undertaking is responsible for and in charge of traffic information:

- in trains
- on own displays
- print information posters
- signs and markings of platform sections
- in Rejseplanen (Journey Planner) by plan basis and any text messages
- own apps and websites

3. Data exchange

If the Railway Undertaking's operations complies with one or more of the conditions below:

- Involves coach numbers in connection with ticket sales
- Varies regarding application of rolling stock (class, number of train sets and the length of such)
- Involves composition or separation of trains, also outside Banedanmark's infrastructure (where destinations vary between train sets and coaches).

the Railway Undertaking should deliver data to Banedanmark regarding:

- planned train formation and updates in real (to be used for coach numbers on displays, destination for the individual coaches of separated trains, correct statement of the position of the train at the platform to support the position of the passengers on the platform and effective traffic operations).

If the operations of the Railway Undertaking involve one or more foreign destinations, the Railway Undertaking should deliver data regarding planned and actual stopping pattern and destination outside the infrastructure of Denmark in real time.

3.1 Further data exchange

Moreover, the Railway Undertaking should, to the extent available, deliver data to Banedanmark regarding:

- position of the trains in real time
- timetable for replacement transport (replacement busses)
- data for rolling stock in real time on e.g. locked coaches, services onboard the train, bicycles, and children's guide

Banedanmark and the Railway Undertaking are responsible for own traffic information media at stations being available to the customers in the best possible way. Such responsibility also comprises that said traffic information media are updated and are subject to a sufficient level of maintenance.

4. Expectations with regard to the standard access contracts of the coming years

In the future, traffic information will be even more digitalised.

Already today, Banedanmark receives and provides more of the above information based on supplies from Railway Undertakings. Banedanmark expects to require exchange of more of the above-mentioned data as from the timetable period K24.

4.1 Further expectations

Moreover, Banedanmark on long term assesses it possible to be able to handle information from the Railway Undertakings about e.g.:

- Realtime of replacement busses
- Text messages
- Space and capacity

5. Faults and customer inquiries

The Railway Undertaking and Banedanmark are mutually obliged to report on faults experienced regarding traffic information. Fault reporting must as a minimum contain:

- time and place
- description of fault (expected/actual traffic information)
- the media in which a fault was experienced (display, journey planner, etc.)
- train number
- photo documentation (if available)

Acute faults in Banedanmark's media must be sent to Driftscenter Danmark(Operations Centre Denmark)by mail dcdkti@bane.dk

Passengers' inquiries on traffic information (questions, faults, defects, and proposals) can be directed to the Railway Undertaking's customer centre as well as to Banedanmark's traffic information by mail trafikinformation@bane.dk

For reply to inquiries from passengers the Railway Undertaking can obtain assistance and facts on the traffic information from Banedanmark through trafikinformation@bane.dk

Inquiries regarding punctuality are replied to by the Railway Undertakings.

6. Cooperation

The cooperation between Banedanmark and the Railway Undertaking takes place on an ongoing basis by way of established structures and contacts. The cooperation is adjusted as required.

Appendix 6 – Emergency Services Banedanmark

The Danish Ministry of Transport has made a legislative proposal with regard to the Railway Act subject to public consultation. The proposed amendment, i.a. implies legal basis for some mandatory emergency services. This includes an appendix with an executive order where the tariffs are settled. The expected entry into force of the amendment for the Railway Act is during the first six months of 2023. Thereupon, the provisions laid down there shall apply, and not those stated in this Appendix 6.

1. In general

Banedanmark delivers emergency services as described in this appendix.

2. responsibility

Banedanmark's safety certificate as infrastructure manager and Banedanmark's safety management system are applied in cases where Emergency Services Banedanmark are operated.

2.1 Banedanmark's obligations

Banedanmark is responsible for:

- To deliver emergency services to the Railway Undertaking in compliance with all valid regulations and guidelines.
- To apply employees of the emergency services with the necessary training and experience in handling rolling stock which has been involved in an accident, has been exposed to damage and/or cannot operate under its own power.
- To apply employees of the emergency services with the necessary training in handling the rolling stock class for which the concrete emergency services are to be operated.
- The employees of the emergency services maintain the competences regarding rolling stock safety by supplementing training for these competences every two years according to the rules of Banedanmark.
- The documentation for basic training and supplementary training being registered by Banedanmark.
- To perform internal inspection with Emergency Services Banedanmark, incl. Compliance with training requirements, and forward a copy of internal and external inspection reports however not later than 5 working days as from the report being issued or received by Banedanmark.
- Upon a written request from the Railway Undertaking to forward a copy of Emergency Services Banedanmark's call reports as quickly as possible, however, not later than 5 working days as from the request being forwarded.
- To sustain emergency services 24 hours a day on at least two emergency sites with necessary personnel and equipment. The reaction time of the emergency services must be one (1) hour as from a call being received
- Upon request to make documentation for the training of the team leaders of Emergency Services Banedanmark available to the Railway Undertaking.
- All services must, to the extent possible, be documented by photos of the place of incident and of the damaged rolling stock, where the class number is visible.
- Moreover, Banedanmark is obliged to deliver such proof or adequate documentation to the Railway Undertaking or the insurance company of the Railway Undertaking upon request of the Railway Undertaking to be applied for any subsequent insurance case.

In case the Railway Undertakings wish the Emergency Services Banedanmark to act as conditional rolling stock class expert, the conditions in this regard will be settled in a separate appendix.

2.2 The Railway Undertaking's obligations

The Railway Undertaking is responsible for:

- Providing the employees of the emergency services with access to relevant data for the rolling stock to be handled in connection with the delivery of concrete services from Emergency Services Banedanmark.
- If the Railway Undertaking does not wish to apply the emergency services, it is required that the staff in charge of placing the rolling stock on track is qualified for performing such services.

3. Request for Emergency Services Banedanmark

Banedanmark requires Emergency Services Banedanmark for clearance of the infrastructure in cases where the rolling stock of the Railway Undertaking has a negative effect on performing scheduled traffic operations.

The Railway Undertaking must contact Banedanmark in case of a request for applying the emergency services.

Such a request shall always be directed to the Operations Centre Denmark (DCDK) by phone:

+45 3312 5750

Emergency Services Banedanmark initiates rescue activities as quickly as possible. However, to the greatest extent possible, the services will be activated within one (1) hour after a call having been received, unless otherwise agreed.

When Emergency Services Banedanmark is called for, the tasks are initiated as prioritised below:

- Incidents with personal injury
- Incidents with considerable consequences to traffic
- Incidents without any major consequences to traffic
- Incidents with planned transport of damaged material

If Emergency Services Banedanmark is requested for more incidents at the same time, Operations Centre Denmark (DCDK) assesses jointly with Banedanmark in which order the rescue services must be prioritised.

When the emergency services are initiated for an incident, materials/vehicles which Emergency Services Banedanmark assesses necessary for performing the rescue services concerned will form part of the rescue facilities. Such assessment is made based on the information available at the time of receiving the emergency call.

4. Prices and payment

Basically, the Emergency Services Banedanmark will always charge for performing assistance. This applies, no matter whether contact is directed by the injured party or by Banedanmark.

If, nevertheless, the staff of the emergency services vehicle upon arrival at the place of incident assesses that the application of some materials is not necessary, the Railway Undertaking will not be charged for such materials. However, transport to/from the place of incident will always be invoiced with regard to all equipment and employees.

The prices of the services supplied by Emergency Services Banedanmark appear from the list below. The prices are adjusted by Banedanmark once a year before conclusion of the standard access contract. The regulation is calculated based on the development of the index of October of the last two years. Example: The price must be regulated as per 1st January 2018. The calculation is based on a comparison of the index for October 2016 with the index of October 2017. The actual price is regulated based on observed development.

If the net price index is negative, the price will remain unchanged. Payment will be performed according to § 9 of the standard access contract.

Service/s supplied by Emergency Services Banedanmark	Price (2023) [DKK/hour]
1. Team leader	832,58
2. Employee of emergency services	707,67
3. Emergency services vehicle under 3500 kg.	1.110,12
4. Emergency services vehicle over 3500 kg.	1.664,77
5. Emergency services crane, little	3.205,63
6. Emergency services crane, big	7.459,86
7. Materials	On consumption + 10 %

5. Transfer

Banedanmark cannot without prior written consent of the Railway Undertaking transfer, in whole or in part, obligations or rights to a third party. However, Banedanmark shall be obliged to apply emergency staff of a third party if such staff acts as instructed by the team leaders of the emergency services.

However, Banedanmark shall not be entitled to apply suppliers for acting as a conditional rolling stock class expert.

The Railway Undertaking shall, with a reasonable notice, be entitled to transfer, in whole or in part, obligations and rights to another Railway Undertaking in case this other Railway Undertaking takes over, in whole or in part, operations on lines of the Railway Undertaking, where Banedanmark supplies service/s from Emergency Services Banedanmark.

Appendix 7 – Ongoing notices by LA letter.

Banedanmark updates on an ongoing basis the affect caused by capacity restrictions in the LA letter. On a weekly basis, the LA letter is issued as one of Banedanmark’s official notice media.

Deadline	Description	Supply
N-21 weeks	Projects possessions ² are announced to relevant parties involved	<p>Project possessions are announced finally not later than 21 weeks before commencement of the concrete possession.</p> <p>The LA letter contains i.a. the concrete data for the possession concerned, including:</p> <ul style="list-style-type: none"> - starting and ending point for the possession - type of possession, i.e. whether all tracks are possessed, or it will still be possible to operate on the tracks, with reduced operations. - direction of the possession and the traffic impact of the possession
N-19 weeks	Maintenance possessions ³ are announced for relevant parties involved	<p>Maintenance possessions are announced finally not later than 19 weeks before commencement of the concrete possession.</p> <p>The LA letter contains i.a. the concrete data for the possession concerned, including:</p> <ul style="list-style-type: none"> - starting and ending point for the possession - type of possession, i.e. whether all tracks are possessed, or it will still be possible to operate on the tracks, with reduced operations. - direction of the possession and the traffic impact of the possession.

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N states the time of commencement of the capacity restrictions.

²Possessions which based on duration and percentage impact of the traffic must be announced in the Network Statement.

³ Possessions which based on duration and percentage impact of the traffic must not be announced in the Network Statement, but which cause traffic impact. This will typically be possessions in connection with maintenance. However, other possessions where the duration and the percentages impact fall under the threshold values applied in the Network Statement, can be included in this regard.