

Železničná spoločnosť Slovensko
Rožňavská 1
832 72 Bratislava 3
Slovakia
registration ID : 35 914 939
VAT: SK2021920076
IBAN: SK25 0200 0000 0022 3530 4454

Peter Helexa
chairman of the board of directors

11/12/2023

ENGAGEMENT LETTER

Dear Mr. Helexa,

We are pleased to provide you with our engagement letter regarding the provision of legal services to be rendered to Železničná spoločnosť Slovensko (registered address: Rožňavská 1, 832 72 Bratislava 3, Slovakia; company registration number: 35 914 939; hereinafter: “**Client**”) by **Acquis EU Law & Policy** (registered address: Troonstraat 98, 1050 Elsene Brussels, Belgium; company registration number: BE 0739590158; hereinafter: “**ACQUIS**”); Client and ACQUIS hereinafter jointly referred to as “**Parties**”.

Below you will find our understanding of the scope of our work, our non-disclosure policy, our listing in the EU Transparency Register, and the fees for providing the proposed services.

Services and scope of work

ACQUIS shall provide legal advice upon the Client’s request. In particular, this legal advice will be related, but not limited, to railway regulations, competition law and state aid, public service obligations, and public procurement.

Confidentiality and non-disclosure

In accordance with our firm’s policy and the Brussels Bar regulations on confidentiality and non-disclosure, we will keep confidential all information you provide to us during the course of this engagement.

EU transparency register and code of conduct

ACQUIS is listed in the EU transparency register (identification number 587904938545-55). Interest representatives need to be registered in the EU transparency register to be allowed to meet EU officials in relation to policymaking and implementation. As registrants, we are bound by the register’s Code of Conduct.

Fees

Our fees for the services described under the section "Services and scope of work" above shall be based at hourly rates (exclusive of VAT), capped at EUR 40,000 (forty thousand), based on the time spent providing the services. The applicable hourly rates are as follows:

Partner 350 EUR
Senior Associate 250 EUR
Associate 180 EUR

Junior Associate 100 EUR

The abovementioned fees do not include any additional expenses incurred by ACQUIS necessary to provide services under this agreement, such as travel, accommodation and subsistence cost, translation costs, and other necessary costs of third-party providers. Where the Client instructs ACQUIS to engage a third-party provider via ACQUIS, ACQUIS may charge processing fees for the administration of such third parties' invoices.

Where such expenses are required, they shall be agreed with the Client in advance, and shall be invoiced separately at cost. Should the Client require additional services, falling outside the scope of services under this agreement, the fees for such additional services shall be agreed separately in writing (including via e-mail).

Lawyers and experts involved

The requested services will be provided by lawyers appropriately qualified to carry out the scope of work set out above, supported, where appropriate, by the EU public policy and regulator advisors of ACQUIS, as necessary.

Invoicing

Unless otherwise agreed with the Client in writing, the fees for the services provided by ACQUIS shall be invoiced monthly, and shall be paid by the Client at the following bank details within 30 days of the date of the invoice:

Account Owner: Acquis EU Law & Policy BV;
Bank: KBC Bank;
IBAN: BE697390 19174978;
SWIFT (BIC): KREDBEBB.

Payment of the invoice shall be deemed to have been made on the date on which the invoiced amount is debited from the Client's account. In the event that the due date of the invoice falls on a public holiday or a public holiday, the next following working day shall be considered as the due date.

The Parties agree that the assignment and pledging of claims and obligations under this Agreement to a third party is only possible with the prior written consent of both Parties.

Any and all invoices with regard to this agreement shall include following information:

Invoice No of the ZSSK: 4600007746/PN/2023

Billing No: OBJ338877

Liability

All the commitments that we undertake in the execution of this agreement are governed by Belgian law. We accept no liability under any other law. The liability of our firm and its lawyers in relation to the contents of the legal advice and assistance provided pursuant to this engagement will be limited to the maximum coverage available under our professional liability insurance at the time a claim is made.

Term and termination

The agreement under this engagement letter becomes effective on the day after the day of its publication pursuant to Act No. 40/1964 Coll. the Civil Code, as amended, and Act No. 211/2000 Coll. on Free Access to Information and on Amendment and Supplements to Some Acts, as amended. The Contracting Parties acknowledge the Agreement will be published in full extent pursuant to Act No. 211/2000 Coll. on Free Access to Information and on Amendment and Supplements to Some Acts in the Central Register of Agreements and shall apply to the services provided starting from the 8th of

December 2023, until the Parties decide otherwise. Client can terminate this agreement at any time upon 14 days' prior notice to ACQUIS.

We acknowledge that in accordance with 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 (General Data Protection Regulation) both parties shall implement technical and organizational measures in order to process of personal data only within the scope of the provided services.

Information about the processing of personal data in the Client's systems is available on the web page: <https://www.zssk.sk/ochrana-osobnych-udajov>.

Železničná spoločnosť Slovensko, a.s. does not tolerate any kind of corruption and shall conduct its activities only in compliance with Code of Conduct which is available on the web page: <https://www.zssk.sk/protikorupcny-program/>.

The parties to this agreement can renew, extend, or reduce the duration of this agreement by a separate written agreement (including via email).

If you agree to the terms of the present engagement letter, we kindly request you to sign this letter for acceptance and return it to us. We thank you for this opportunity and look forward to a successful cooperation.

Kind regards,

ACQUIS EU Law & Policy

Miguel Angel Caramello-Alvarez, Partner

Signed in agreement by:

Peter Helexa
chairman of the board of directors
Železničná spoločnosť Slovensko, a.s.

Martin Bahurinský
vice-chairman of the board of directors
Železničná spoločnosť Slovensko, a.s.