## ACCESSION LETTER

To: Trafikverket (Swedish Rail Administration), Banedanmark (Rail Net Denmark), Infrabel NV (Belgian Railway Infrastructure Administration), Liikennevirasto (Finnish Transport Agency), SBB AG (Swiss Federal Railways) and Jernbaneverket (Norwegian National Rail Administration) (together referred to as the "Existing Parties")

From: [Name of acceding infrastructure manager]

Dated: [●]

Dear Sirs.

Accession to the Eress Cooperation Agreement dated May 2013, by and between Trafikverket, Banedanmark, Infrabel NV, Liikennevirasto, SBB AG (Swiss Federal Railways) and Jernbaneverket, concerning Eress

- 1. We refer to the Cooperation Agreement dated May 2013, by and between the Existing Parties regarding Eress (the "**Eress Cooperation Agreement**"), and which is attached hereto in original version as <u>Schedule 1</u>.
- 2. Pursuant, inter alia, to the first sentence of Clause 5 of the Eress Cooperation Agreement, [Name of acceding infrastructure manager] wishes to accede to the Eress Cooperation Agreement as a party thereto. ([Name of acceding infrastructure manager] and the Existing Parties are herein after together referred to as the "Eress Owners".)
- 3. This is an accession letter, which purpose is to set out the terms and conditions applicable in connection with our accession to the Cooperation Agreement.
- 4. [Name of acceding infrastructure manager] furthermore agrees, as from the Effective Date, to be bound by the Cooperation Agreement and fulfil the rights and obligations following from the Eress Cooperation Agreement.
- 5. [Name of acceding infrastructure manager]'s administrative details are:

Telephone no.: Fax no.:

Address:

E-mail:

## Attention:

- 6. This accession letter shall have effect from the date this accession letter has been accepted and signed by all Eress Owners (the "**Effective Date**"). [Name of acceding infrastructure manager] has an obligation to start using the system for settlement on all infrastructure owned or administrated by the acceding infrastructure manager within 18 months after the Effective Date.
- 7. Clause 10 (Choice of law and venue) of the Eress Cooperation Agreement applies equally to this accession letter.

[NAME OF ACCEDING INFRASTRUCTURE MANAGER] As acceding infrastructure manager

| By:<br>Title: |  |  |
|---------------|--|--|

\* \* \*

We, the Existing Parties, hereby confirm that the accession of [Name of acceding Infrastructure Manager] to the Eress Cooperation Agreement pursuant to the terms and conditions set out above, has been approved by the Eress steering group pursuant to Clause 6, cf Clause 4 of the Eress Cooperation Agreement and thereby also by each and all of the Existing Parties.

On behalf of the Existing Parties

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Date: By:

Title: Leader of Eress Steering Group