

Addendum to the Track Access Agreement

Financing of the federal Agency for Regulation of Transport

This addendum to the agreement for the use of the railway infrastructure concerns the railway undertaking [NAME OF RAILWAY UNDERTAKING, ADDRESS] – registered in the CBE with the registration number [•] – represented by [NAME, POSITION].

THE FOLLOWING HAS BEEN STATED FIRST OF ALL:

The infrastructure manager and the railway undertaking concluded an agreement for the use of the railway infrastructure (hereinafter referred to as the “**Track Access Agreement**”).

The railway undertaking is required to contribute to the financing of the Federal Agency for Regulation of Transport, in accordance with the provisions of Article 39 of the Law of 8 May 2024 *on accessibility requirements for transport services and establishing the federal Agency for Regulation of Transport* and the Royal Decree of 8 July 2025 *concerning the principles for determining the amount and method of allocation and payment of the fee for the operating costs of the federal Agency for Regulation of Transport*.

In accordance with the legal provisions mentioned above, Infrabel must pay the fee for the financing of the federal Agency for Regulation of Transport by 30 September of the year preceding the year for which it is due. The railway sector contributes 84% to the financing of the federal Agency for Regulation of Transport. Infrabel pays 30% of the share owed by the railway sector directly and recovers the remaining 70% from the railway undertakings. To this end, Infrabel charges 1/12th of this amount to the railway undertakings on a monthly basis, in proportion to the train kilometres travelled during the previous month.

IT HAS THEREFORE BEEN AGREED AS FOLLOWS:

Article 1 – Object

The purpose of this addendum is to add provisions to the Track Access Agreement concerning the obligations of railway undertakings towards Infrabel with regard to their contribution to the financing of the federal Agency for Regulation of Transport, in accordance with the provisions of Article 39 of the Law of 8 May 2024 *on accessibility requirements for transport services and establishing the federal Agency for Regulation of Transport* and the Royal Decree of 8 July 2025 *concerning the principles for determining the amount and method of allocation and payment of the fee for the operating costs of the federal Agency for Regulation of Transport*.

Article 2 – Allocation of the share payable by the railway undertaking for the financing of the federal Agency for Regulation of Transport

In accordance with the Royal Decree of 8 July 2025 *concerning the principles for determining the amount and method of allocation and payment of the fee for the operating costs of the federal Agency*

for Regulation of Transport Infrabel is required to pay the fee for the financing of the federal Agency for Regulation of Transport no later than 30 September of the year preceding the year for which it is due.

Pursuant to the provisions of Article 39 of the Law of 8 May 2024 *on accessibility requirements for transport services and establishing the federal Agency for Regulation of Transport*, the railway sector contributes 84% of the funding for the federal Agency for Regulation of Transport. Infrabel must bear 30% of the railway sector's share itself and recover the remaining 70% from the railway undertakings. To this end, Infrabel charges 1/12th of this amount to the railway undertakings on a monthly basis, in proportion to the train kilometres travelled during the previous month.

The railway undertaking commits to pay Infrabel, as infrastructure manager, its share of the contribution for the financing of the federal Agency for Regulation of Transport, in accordance with the above-mentioned distribution key. Payment must be made within 30 calendar days of the invoice date. Any late payment shall automatically and without notice of default give rise to default interest in accordance with Article 3.4 of the Track Access Agreement. Invoices shall be issued according to the following schedule:

| month for which the contribution is due | month in which the invoice is sent by Infrabel | month in which the invoice must be paid by the railway undertaking |
|---|--|--|
| January X | February X | March X |
| February X | March X | April X |
| March X | April X | May X |
| April X | May X | June X |
| May X | June X | July X |
| June X | July X | August X |
| July X | August X | September X |
| August X | September X | October X |
| September X | October X | November X |
| October X | November X | December X |
| November X | December X | January X+1 |
| December X | January X+1 | February X+1 |

By way of exception, the invoice for the year 2025 covers the period from April to December 2025 and was issued by the Federal Agency for Regulation of Transport on 23 July 2025. The contribution owed by the railway undertakings will be collected by Infrabel according to the following schedule:

| month for which the contribution is due | month in which the invoice is sent by Infrabel | month in which the invoice must be paid by the railway undertaking |
|---|--|--|
| April 2025 | August 2025 (first half of the month) | September 2025 |
| May 2025 | | |
| June 2025 | | |
| July 2025 | August 2025 (second half of the month) | September 2025 |
| August 2025 | September 2025 | October 2025 |
| September 2025 | October 2025 | November 2025 |
| October 2025 | November 2025 | December 2025 |
| November 2025 | December 2025 | January 2026 |
| December 2025 | January 2026 | February 2026 |

Article 3 – Miscellaneous

3.1 In accordance with Article 9.3 of the Track Access Agreement, this addendum shall be attached to the Track Access Agreement.

3.2 The parties agree that the calculation methods, percentages and modalities set out in this addendum shall be automatically and by operation of law adapted to any change in the applicable laws and regulations, in particular the Law of 8 May 2024 and its implementing decrees. Infrabel shall inform the railway undertaking of any such adaptations.

Article 4 – Implementation

This addendum shall apply from the date of signature.

Done in [•], on [•], in two originals, each party acknowledging receipt of its own copy.

On behalf of Infrabel,

On behalf of the railway undertaking,