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|  | <p align="center">General Rail Service Protocol MSC PSA European Terminal NV “The Protocol”</p> |  |
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This is a translation of the original Dutch version of the Protocol. In case of disputes or discrepancies, the Dutch text will prevail.

This Protocol defines the conditions and arrangements under which the Railway Undertakings ("**RU**") can use the "**Service Facility**" MSC PSA European Terminal at quay 1742 (Krommenhoek) as well as which rail-related services are provided and how RUs and, in the future, after the legislative change, candidates who are not RUs ("**Candidates**") can apply for service facility capacity.

Since:

- The *Railway Undertaking* has transport agreements with third parties for the transport of cargo with the Service facility as its (first) destination.
- The *Railway Undertaking* needs to enter the Service Facility and this affects the operations of the Service Facility.

This Protocol is valid from 1 January 2025 and is valid for an unlimited period. However, the Service Facility reserves the right to amend the provisions when necessary.

This Protocol replaces all previous, written or oral agreements and understandings between the parties. Additions and/or modifications to this Protocol can only be agreed upon in writing.

In the event of invalidity of one or more of the clauses of this Protocol (including its attachments), this Protocol shall be construed and enforced without regard to such clause. All provisions not affected by the invalidity or unenforceability remain in force. Any invalid or unenforceable provision will be replaced by a valid or enforceable provision that achieves, as far as possible, the objectives of the invalid or unenforceable provisions.

Table of amendments

| Version | Subject | Date |
|---------|---|------------|
| 1 | Original version | 29/1/2020 |
| 2 | Change access procedure | 29/07/2020 |
| 3 | Amendment rates 2021 | 08/12/2020 |
| 4 | Amendment rates 2022 (VI.3) + Requests for Service Facility capacity in accordance with decision D-20-21-04-S of the rail regulation service (art III.1) and updates to articles II.1 and 2, III.5.2.1, IV1.1, IV.3 and IV 11.8, VI 1 (contact details) | 1/3/2022 |

| | | |
|---|--|------------|
| 5 | Amendment rates 2023 (VI.3) + confidentiality and GDPR clause (III.6) + future adaptation railway codex due to requests for Service Facility capacity by Candidates non-Railway Undertakings + updates art I.4.3,4.4 and 4.5, II.1.2 and IIIB1and2, III4.1 and 4.2, III 5.2.1, 5.2.2 and 5.2.3, IV1.1,4.1 and 11.3 and VI1 and 3 | 23/12/2022 |
| 6 | Amendment links websites under I.2, art III2 criteria and VI Attachments- 4 Access procedure; , adding art IV 11 and 12, | 28/4/2023 |
| 7 | Amendment rates 2024, addition of clauses 13.9, 13.10 and 13.11, and amendment of clause IV 1.1 | 15/11/2023 |
| 8 | Amendment rates 2025 + amendment contact details in Attachment 1 | 25/11/2024 |

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I. General

1. Purpose of the Protocol

The purpose of this Protocol is to make arrangements for good and transparent cooperation in operational and safety matters.

This Protocol was prepared in accordance with Directive 2012/34EU as converted in the Act of 30 August 2013 on the railway codex as well as the implementing regulation 2017/2177 of the European Commission. It covers the provisions in Parts I, II and III of this document.

Part IV describes the operating instructions . Part V describes the specific safety regulations for rail.

<https://www.psa-antwerp.be/mpet/spoortoegang>

The infrastructure administrator Infrabel is also informed when the link is changed.

2. Legislation

The RU and the Candidates are aware of and agree with all the provisions of this Protocol.

The RU's use of the rail infrastructure of the Service Facility is subject to compliance with various laws and regulations such as:

- Regulations, directives and delegated and implementing acts (in particular the Technical Specifications of Interoperability (TSI))

European law: eur-lex.europa.eu/en/index.htm

- Laws, royal decrees (RD) and ministerial orders (MB)

Federal Public Service Mobility and Transport: www.mobilit.belgium.be

Belgian Official Gazette: www.just.fgov.be

<https://mobilit.belgium.be/nl/spoor/wetgeving-en-regelgeving>

<https://www.regul.be/nl/section/dienstvoorzieningen/>

- Regulations concerning the international railway transport of dangerous goods (RID)

Federal Public Service Mobility and Transport:

<https://mobilit.belgium.be/nl/spoor/professioneel-spoorvervoer/vervoer-van-gevaarlijke-goederen>

- Fiches Union Internationale des Chemins de fer (UIC)

Union Internationale des Chemins de fer: www.uic.org

3. Operator of the service facility

| | |
|-------------------------------|---|
| Terminal/rail connection name | MSC PSA European Terminal NV / quay 1742 Krommenhoek |
| Station code (UIC) | 257428 |
| Road accessibility | <u>Operating seat address (+ GPS coordinate)</u> Sint Antoniusweg, 9130 Doel, Belgium GPS: 51.280897, 4.243984 <u>Registered office:</u> Napelsstraat 79, 2000 Antwerp, Belgium Company number : 0552.527.539 Access procedure with pre-notification - during opening hours (see further section IV.1.1.1 and Attachment VI.4) Sign in at Marine Operations/Security/Visitors. |

Has as its core business the handling (loading / unloading) and storage of containers / goods.

Service facility contact details: see Attachment VI.1

Before the RU enters the Service Facility for the first time, an introductory meeting should be scheduled and the RU should provide its relevant contact details to the Service Facility Operator using the form in Attachment VI.8.

4. Description of the installation

4.1 Track connection

The Service Facility has 1 connection to railway line 211 / 211C (Waaslandhaven Bundel Zuid - Bundel Krommenhoek).



4.2 Tracks available

| Track | Useful length | Comment(s) |
|-------|---------------|----------------------------|
| 311 | 640m | |
| 312 | 640m | |
| 313 | 640m | |
| 314 | 640m | |
| 315 | 640m | |
| 310 | | Bypass track - no handling |

It concerns non-electrified tracks.

The railcars will be deposited by the Railway Undertaking on the track designated by the Service Facility.

A general overview of the installation can be found in Attachment VI.2.

4.3 Access

The Service Facility is located in an ISPS zone and the tracks are not directly accessible.

The Terminal and tracks are enclosed by gates.

Access to the operating facility: see section IV Operating instructions.

4.4 Technical Equipment for loading and unloading:

TT001 Rail crane 1 Femont

TT002 Railway crane 2 ZPMC

These cranes have:

- a track gauge of 24.51 m reaching across the 5 tracks
- load under crane 40 ton

In case of crane unavailability, unloading can only be done on track 315 with a reach stacker.

4.5 Interaction with terminal traffic - cranes

There are no level crossings.

There is possible interaction with spreader of the crane.

5. Opening hours

| | |
|--------------------------------|---|
| Administrative opening hours | Monday to Friday: 8 am to 6 pm |
| Operational opening times | Track accessible 24/24 and 7/7 |
| Handling times | 24/5 (weekdays) |
| Sat-, Sun- and public holidays | On request |
| Exceptional closing days | <i>Christmas</i> : completely closed as from 24/12 - 1pm to 26/12 6am or the first working day after <i>New Year</i> : completely closed from 31/12 1pm until 2/1 6am or the first working day after |

In case of planned maintenance or repair works, which affect operations, the Service Facility will inform the Railway Undertaking as soon as possible. The Service Facility strives to minimize any possible negative impact of the changes.

II. Services offered to RUs

1. Basic Services

General

The Service Facility provides the Railway Undertakings and Candidates with the minimum access package of services:

- Processing requests for service facility capacity and rail-related services on the rail infrastructure of the Service Facility
- The right to use the allocated capacity;
- Use of the Service Facility rail infrastructure;
- Train management scheme at the Service Facility;
- Any other information necessary to establish or operate the service for which capacity has been requested.

The Service Facility is not equipped with electrical supply installations for the purpose of traction.

Access is provided to the Service Facility by rail and to the following services:

- Loading containers/goods from the terminal yard MPET onto railcars.
- Unloading containers/goods from railcars to terminal yard quay MPET

These last 2 services can only be performed by the Service Facility itself; self-service is not possible.

2. Rates for loading and unloading containers/goods on/off railcars and placement in stack

- **Ship-bound** cargo which is the main activity of the terminal: the rates of loading and unloading railcars are part of the agreement between the Service Facility and the shipping company. Handling is charged to the shipping company under the "Terminal Service Agreement" or "Container Handling Contract".
- **Continental Cargo** may be allowed on request but is subordinate to the handling of ship-bound cargo. The rate is calculated based on the cost of personnel, handling equipment used, shift, volume, insurance, overhead cost and reasonable profit.

3. No other services are provided.

No repairs of railcars or locomotives are allowed.

There is no possibility of refueling/refilling.

Shuntings are only allowed under certain circumstances (conditions see IV.3) and with the prior agreement of MPET.

III. Procedure requests for service facility capacity and criteria for allocation

The Service Facility will communicate transparently about:

- (i) the (available) capacity,
- (ii) temporary capacity constraints and
- (iii) the impact of planned activities that could have a major impact on the operations of the Service Facility.

The Service Facility will always deal with requests for service facility capacity in a non-discriminatory manner according to the following principles:

- A. The existing service facility capacity of a RU will be renewed on a yearly basis if required.
- B. New service facility capacity requests or changes to existing service facility capacity will be subject to the rules set out below:
 - 1) If a new request for service facility capacity is sent by a RU then the RU will communicate for which client it is applying.
 - 2) If a new request is sent by a Candidate, it will communicate which Railway Undertaking it will appoint or those which are in the running so that it is clear to the Service Facility that certain requests may be double.

1. Different types of requests for service facility capacity

Three¹ different types of requests for service facility capacity are distinguished:

- 1.1. Timely submitted fixed requests for service facility capacity /series² requested for a full "train path year".

Here, the same deadlines for requests are applied as for full train path year applications as prescribed by Infrabel (**April year X-1**)
(See Infrabel, Net Statement. New Path Requests)

- 1.2. Late requests for fixed service facility capacity /series requested for a full "train path year".

Here, the same deadlines for requests are applied as for full train path year applications as prescribed by Infrabel (**October year X-1**)
(See Infrabel, Network Statement, Late Path Requests)

- 1.3. Ad hoc requests are handled on a first come, first served basis.
(See Infrabel, Network Statement, Ad Hoc Path Request)

¹ It is desirable when submitting a request for placement, to also secure a request for pickup.

² Fixed service facility capacity /series are a series of requent Slots per week between the Service Facility and the same destination

Fixed service facility capacity requests for a full year, respecting the annual train paths, have priority over fixed service facility capacity requests without annual train paths. In turn, the latter do have priority over ad hoc requests .

The Service Facility will respond to the different requests for service facility capacity in accordance with Decision D-2021-04-S of the Rail Regulator on determining the reasonable time within which Railway Undertakings' requests for access to service facilities and rail-related services should be answered.

2. Criteria for allocation of service facility capacity

Priority criteria listed in order of importance with the most important listed first:

- Ship-bound cargo or cargo for terminal customers
- Time of a service facility capacity maximum 8 hours (inspection included)
- Maximizing ratio visit and volume, highest ratio gets priority
- Already allocated service facility capacity
- All information required by the service facility to load and unload trains should be sent electronically (EDI or XML) by the RU concerned (see below)
- Timely submission of requests

3. Coordination procedure in case of conflicts

- 3.1 If two or more parties have requested the same service facility capacity for the same end customer, this service facility capacity will be reserved for the common customer but allocated to the party that can finally submit a contract.
- 3.2 If service facility capacity is requested for the same time/period for different end customers, the following procedure will be followed:
 - 3.2.1 The Service Facility Operator will start negotiations, to find a good solution for all parties by proposing different alternatives. If no solution can be found, the following rule applies:
 - 3.2.2 The request for fixed service facility capacity /series which meets best all the conditions/criteria (taking into account the priority of these conditions) as mentioned above under point 2 will obtain the service facility capacity .

When no viable alternative is available and it is impossible, based on demonstrated needs, to accommodate all requests for service facility capacity for the Service Facility in question, the applicant may complain to the regulatory body which will consider the matter and, if necessary, can take action to ensure that an appropriate share of capacity is allocated to the applicant concerned.

4. Form requirements for requests for service facility capacity

4.1 Regular service facility capacity

A request for a service facility capacity must be submitted by the RU or Candidate directly to the Service Facility.(see Attachment VI.1 contact details). The RU /Candidate addresses the Service

Facility via mail/telephone/RTS. Minimum content of the request consists of arrival time, scheduled departure time (including inspection, with a duration of max 8h), train number, length, volume in TEU + containers, (scheduled) number of railcars, customer of the RU or RU'(s) for the Candidate.

A service facility capacity granted without confirmation from the RU or Candidate will only be reserved for max 1 month. After 1 month, the allocation expires, and this service facility capacity is released for possible other requests.

4.2 Ad Hoc requests

A request for a service facility capacity should be requested at least 24 hours in advance. Hereby, the Railway Undertaking (RU) or Candidate addresses the Service Facility via mail/telephone/RTS. Minimum content of the request consists of arrival time, scheduled departure time (including inspection), train number, length, loading and unloading lists, number of railcars & name and telephone number of the train driver/railcar master/shunter.

Granting of an ad hoc request for RU's and/or Candidates which are not yet working with the Service Facility is only done under the suspensive condition that a start-up meeting can and has been held with the RU before the operation.

5. Rates

5.1 Access

The Railway Undertaking (RU) has to pay an access fee for each train placed at the Service Facility. Billing is done at the end of the current month.

Fee applicable is listed in Attachment VI.3: Rates

5.2 Cancellation or non-respecting of granted service facility capacity

5.2.1 Placement

A granted service facility capacity ("Slot") can be cancelled free of charge at the latest every working day before 9 am for the Slots 2nd shift, 3rd shift the same day and the 1st shift of the following day.

If a Slot is cancelled too late or cancelled not at all, a lump-sum cost may be invoiced to the RU as stated in Attachment VI.3: Rates, in case the gangs are already ordered and cannot be used productively.

In case a placement has been delayed after the start of the granted service facility capacity, the RU is obliged to coordinate further planning and possible placement with the Service Facility. The Service Facility reserves the right to restrict the handling of the train to the originally agreed Slot with the result that the train cannot be fully unloaded and/or loaded. The Service Facility also reserves the right to cancel the Slot, without being liable for any compensation, so as not to jeopardize subsequent Slots or Service Facility operations.

In case of delay, the Service Facility reserves the right to charge an hourly fee as mentioned in Attachment VI 3: Tariffs.

5.2.2 Pickup

If a RU is prevented from collecting a train set before the end of the granted service facility capacity, the Service Facility should be informed as soon as possible. Upon request, the Service Facility can then inform which RU has the next Slot, in order to possibly find a solution jointly and thus avoid costs.

If the pickup takes place after the end of the granted service facility capacity, the Service Facility will be entitled to charge to the RU an hourly fee as stipulated in Attachment VI.3: Rates,

In this case, the following RU has the option of transferring the railcars to a nearest bundle after approval between the two parties.

5.2.3 Payment

It is the RU (and not the Candidate / client of the RU) who must pay the fees under 5.2 and Attachment VI.3 to the Service Facility and it is up to the RU to recover these costs from another party where possible.

5.3 **Adjustment of rates and discounts**

The Service Facility reserves the right to adjust the rates in response to changed circumstances and for this purpose will notify the RU's that have been granted service facility capacity at least 1 month before the rate or discount adjustment is applied.

Furthermore, an annual index adjustment will be applied at the turn of the year.

6. **General**

6.1 **Confidentiality**

6.1.1 Any information (in any form, on the Service Facility or on any other subject) obtained by the Railway Undertaking or Candidate as a result of this Protocol, the access to the Terminal and/or as a result of any service provided by Service Facility ("the Data") is considered to be confidential.

6.1.2 The Railway Undertaking and the Candidate will treat the Service Facility's Data as confidential and will not disclose the same in whole or in part without the prior express written approval of the Service Facility. The RU and the Candidate undertake that its affiliates and the directors, employees, appointees and advisers of itself and its affiliates will comply with this obligation.

6.1.3 However, the following actions do not constitute a breach of the obligation set out in Article 6.1.2: (i) the disclosure by the Railway Undertaking and/or Candidate in the event of legal and/or arbitration proceedings instituted by one party against the other to the extent that a disclosure is strictly necessary for the proceedings, and (ii) the disclosure in the event and to the extent that it is strictly necessary for the Railway Undertaking/Candidate to comply with legal or regulatory obligations. In the latter case, the Railway Undertaking and/or Candidate will consult the Service Facility, to the extent reasonably possible, before complying with such obligation.

- 6.1.4 The Railway Undertaking/Candidate hereby authorizes the Service Facility to collect and use all data, relating to and/or used by the Railway Undertaking obtained by the Service Facility as a result of this Protocol, access to the Terminal and/or as a result of any service provided by the Service Facility, for the purpose of providing and managing its services, research, service improvement, security and risk management, or for compliance with legal and regulatory requirements. The Railway Undertaking /Candidate explicitly acknowledges that the Service Facility reserves all rights in relation to data collected or developed during the performance of the Agreement.
- 6.1.5 Parties agree that all intellectual property rights regarding Data, obtained from the Service Facility by the Railway Undertaking/Candidate, remain with the Service Facility.
- 6.1.6 The Railway Undertaking/Candidate is explicitly prohibited from exploiting Service Facility Data, commercially.

6.2 Protection of personal data

- 6.2.1 Personal data processed, as defined in 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 (the "GDPR") that relates to a driver, employee, independent contractor or agent of the other party, should be handled by both the Service Facility and the Railway Undertaking / Candidate in strict compliance with the GDPR.
- 6.2.2 The Service Facility, RU and the Candidate will comply with all relevant obligations imposed by applicable data protection regulations, rules and best practices in this regard, with the GDPR being considered the lowest standard.
- 6.2.3 Such processing activities will be limited to the performance of the services, delivery / collection of the goods, or entering and staying at and on the Terminal under this Protocol or for which the Service Facility has specifically given its approval. The RU / Candidate will (i) take appropriate technical and organizational measures to protect and secure personal data. More specifically, the Railway Undertaking / Candidate will protect personal data against destruction, inattentive or intentional loss, falsification, unauthorized disclosure or access and against any form of unlawful processing. The Railway Undertaking / Candidate will provide the Service Facility with a description of the security measures taken; (ii) the systems used by the Railway Undertaking / Candidate for the automated processing of, inter alia, personal data will comply with the requirements regarding access to and rectification of personal data by the data subject as contained in the applicable data protection legislation and, more specifically, the GDPR; (iii) in case personal data are processed by the Railway Undertaking / Candidate, such processing will take place in accordance with the provisions of the Protocol. The processing of such personal data by the Railway Company/Candidate will fully comply with applicable data protection laws in the countries where the personal data are processed; and (iv) data access will be limited to persons who need such access to perform the tasks entrusted to them by the Railway Undertaking /Candidate. The Railway Undertaking /Candidate must explicitly inform their staff and all persons under its control of the provisions of applicable data and privacy protection laws in relation to the processing of personal data.

- 6.2.4 The disclosure by parties of personal data to third parties in any manner whatsoever is prohibited, except where required by or pursuant to law, or in the event that prior written informed consent has been obtained from the other party. Parties should ensure that all their personnel and persons authorized to process personal data have committed to appropriate confidentiality obligations no less far-reaching than those set out in Article 6.2, or are subject to a confidentiality obligation imposed by law.
- 6.2.5 Parties will, unless and to the extent prohibited by applicable law, notify the other party in writing as soon as possible when a breach of this Article or any applicable data protection law is detected, and in no event later than twenty-four (24) hours after such event has manifested itself. The party that has identified the breach, takes all necessary steps to investigate such event and prevent its recurrence. The party whose personal data is affected by the breach, determines at its own discretion (in accordance with applicable data protection legislation) whether and when data subjects and/or data protection authorities are notified of such breach. In such case, the party concerned may, without prejudice to its other rights and remedies, immediately suspend the transfer of personal data to the other party, demand that the party where the breach occurs immediately return all personal data to the other party free of charge and conduct an analysis into the cause of the breach and its direct and indirect consequences. The parties will, on their own initiative but in close consultation, take all appropriate measures to minimize the impact of such a breach.
- 6.2.6 The Railway Undertaking/Candidate acknowledge that the obligations of this Article are essential and that a breach thereof may seriously damage the interests and reputation of the Service Facility and may, in addition, have a significant (financial) impact on the Service Facility and its subsidiaries and affiliates. Consequently, the Railway Undertaking /Candidate are therefore liable for any damage due to any failure on their part to comply with the provisions of this article and/or applicable legislation (including in particular the GDPR).

IV. Operating instructions

1. Access to the installation

1.1 Sign in

All information required by the Service Facility to perform the handling of unloading and loading of trains needs to be sent electronically (EDI- XML) by the Railway Undertaking, the customer of the RU or the Candidate, and this before the time as indicated below.

The RU remains responsible for the timely delivery of said information and he must exercise recourse against his customer and/or the Candidate if necessary.

Type of information required:

- Forecast of trains for the next week on Friday 12h previous week
- Info moves
- Discharge: Copino
- Loading : Copino
- Train composition: XML

The time of delivery of this information is related to the shift in which the handling of the train will be performed .

Definition shift hours

- 1° shift : 6am -1:45pm
- 2° shift : 2pm-9:45pm
- 3° shift : 10pm- 5:45am

| shift implementation | info # moves | copino - xml |
|-------------------------|-------------------|-------------------|
| 2° | day-1 before 6pm | day before 8am |
| 3° | day before 9am | day before 1pm |
| 1° | day -1 before 9am | day -1 before 4pm |

If the moves to be handled are less than agreed earlier for a service facility capacity and the RU has not notified this at the time as mentioned above under info # moves, the RU will be liable to pay compensation as mentioned in Schedule VI.3: Rates

If the operation requires more moves than agreed for that service facility capacity, the feasibility should be considered first and this must be requested no later than time info # moves.

For new trains, a run-in period of 2 months is allowed from the date of the first train in terms of sending information electronically. After 2 months, an additional fee /train and per item (railcar, container,...) that was not sent electronically will be charged. (rate see Attachment VI.3: Rates)

Following details of the available railcars are provided by the *RU* to the *Service Facility* before arrival at the Terminal:

- Train number and numbers of available rail cars

- Empty or loaded railcars
- Where appropriate, which railcars may not be loaded

The Service Facility reserves the right to suspend the handling of trains if the exchange of information from the RU does not occur.

1.1.1 Track access / train inspector access

The estimated arrival time is communicated to the Service Facility (Clerck Administration rail)

A pre-notification of the train and persons concerned should be sent to 'Security' (Security.1742@antwerpterminalservices.be) at least four (4) hours in advance.

For arrival at the Service Facility and opening gate, the RU follows the access procedure as mentioned in Attachment VI.4.

Train inspectors can only enter the Terminal by registering at the Security - **zone 2**. See also Attachment VI.4. Access procedure

2. Departure from the installation

2.1 Sign out

Sign out with the Security contact, they will open and close the rail gate again. (see also Attachment VI.4)

2.1.1 Departure by rail

Notification to Security contact by RU, gate will be opened to drive out

When driving out of the terminal, the locomotive should drive up to the signal.

RU signals to Infrabel that the train is ready for departure. If everything is in order for the train to enter the public network, Infrabel then indicates the clearance of the track by a signal. Only when this signalization lights up, the train is allowed to proceed.

After the operation ends, Security from the Service Facility closes the track gates.

3. Shunting

3.1 Shunting is allowed only with the prior agreement of MPET and subject to

- Shunting is required for train placement and pick-up ;
- Shunting is required to split the train if it is longer than the operational length of one track;
- Shunting is necessary to split a train with multiple destinations or to assemble on one track i.f.o. the operational operation;

- 3.2 Shunting is done at walking pace (max 5 km/h) and is done under the "driving sight" regime, i.e. the train must be able to stop for any obstacle within the distance at which the track can be overlooked.

During shunting, the entire series of rail cars is braked by means of the automatic brake.

4. Applicable speeds

4.1 Road vehicles

Road vehicles are not allowed at the terminal. There is a van service available to be requested at the security.

4.2 Railway vehicles

For the railway vehicles, both in pulled and pushed motion, the maximum speed is 10 km/h.

5. Damaged vehicles

It must always be ensured that all railcars arriving at the Service Facility can also depart in accordance with the regulations. Under no circumstances railcars can be diverted/adjusted/repared.

6. Immobilization of vehicles

Vehicles/ railcar should be left fully immobilized after placement.

7. Inspection of vehicles

To the best of its ability, the RU checks the railcars, in accordance with the applicable guidelines, for defects and damage before placing them at the Service Facility. An overview of damaged railcars and containers will be communicated by the RU to the clerk administration rail of the Service Facility. When damage is found to the cargo/ containers or railcars by employees of the RU when the railcars are collected, the Service Facility should be contacted and it will be jointly determined whether it is recent damage caused by the Service Facility.

8. Repair of vehicles

The repair of vehicles/railcars/ locomotives is not allowed at the Service Facility.

9. Communication tools

The following EX-proof means of communication are permitted:

- Radio
- Smartphone/tablet (LEL meter)

10. Transfer of vehicles

Railcars are placed by default, on the "specified arrival track" up to the signal.

11. Transport Documents

Electronic transport documents are drawn up by the RU or its customer.

12. Labelling

Applying the necessary labels with regard to transportation of dangerous goods (RID) is the responsibility of the RU. Subject to mutual agreement between the RU and the Service Facility, the services of the Service Facility may be called upon in order to apply these labels.

The transport labels are applied by the RU.

De damage labels are applied by the RU's technical department and cannot be removed under any circumstances. Although railcars are fitted with damage labels, the RU needs to specify which railcars cannot be reloaded.

13. Causing damage

- 13.1 Each party is liable for the damage caused by itself. The damage will be reported in writing to the other party.
- 13.2 The Railway Undertaking is responsible for damage to the infrastructure of the Service Facility and the railcars transported, incurred or caused during operation, unless the Railway Undertaking can prove that the damage was not caused by its fault.
- 13.3 If the Railway Undertaking acts in violation of (i) the regulations applicable to the access to the railway connection, (ii) the applicable safety regulations or (iii) the provisions of the present Protocol and if this results in Infrabel disconnecting the railway connection from the Service Facility, the Railway Undertaking will be liable and will indemnify the Service Facility for **all damages, including** indirect and/or consequential damages, this in deviation of what is provided in art. 11.6, incurred by the *Service Facility* as a result.
- 13.4 The Railway Undertaking shall also be liable to the Service Facility and shall indemnify the Service Facility for damage caused by the goods it transports (up to the time of discharge) and this without any fault or negligence on the part of the Railway Undertaking.
- 13.5 All Railway Undertakings using the rail connection of the Service Facility shall have an appropriate insurance cover including, inter alia, environmental damage. A certificate of insurance will be forwarded upon first request.
- 13.6 The parties shall not be liable for indirect damage or consequential damage such as loss of profit unless the damage was caused by intent or fraud.
- 13.7 The Service Facility shall not be responsible for any loss / cost incurred by the RU due to non-availability or delay in availability of a service facility capacity due to prior RUs not leaving their service facility capacity on time for any reason.
- 13.8 The Service Facility is not liable for damage due to a defect of the track or its poor maintenance given that these tracks are owned and maintained by Infrabel.
- 13.9 Any liability of the Service Facility is subject to the condition that the RU has served and instituted legal proceedings in accordance with applicable law within twelve (12) months of the time when the incident (including damage, injury or death) giving rise to the liability occurred.

- 13.10 This Protocol and the agreements to which this Protocol applies shall be governed by Belgian law.
- 13.11 All disputes between the parties shall fall within the exclusive jurisdiction of the courts of Antwerp.

V. Safety regulations

1. Principles

Both parties undertake to strictly comply with the safety regulations in force at all times and, if necessary, to actively participate in the coordination of health and safety activities.

The Railway Undertaking's staff is assumed to be informed by the Railway Undertaking about the safety regulations applicable at the Service Facility.

2. Personal protective equipment (PPE)

The PPE to be used are fluorescent jacket, safety shoes and helmet.

3. Prohibitions

There is a general ban on alcohol, smoking and drugs.

4. Company-specific access requirements

4.1. Personal data

- a) The Railway Undertaking provides a list of all staff intervening at the Service Facility. The Railway Undertaking informs the Service Facility of any change in its staffing levels, with respect to staff intervening at the Service Facility.
- b) No vehicles are allowed at the terminal. If outside the actual operation, Railway Undertaking staff need to carry out a check, the staff will sign up at Security.

4.2. Safety information

The Railway Undertaking's staff operating at the Service Facility as well as a responsible person attends an annual safety meeting at the Service Facility. It is the Railway Undertaking's duty to ensure that its staff fulfil this obligation.

4.3. Taking photos

It is forbidden to take photos of the site. It is only allowed to take photos of damaged railcars /containers.

5. Employee security

5.1 Condition of tracks and surroundings

For the sake of safe operation, Service Facility/ Infrabel keeps the Service Facility - including the tracks and their surroundings, including walkways - clean and free from obstacles and any obstacle in any form.

5.2 Emergency plan

The emergency plan is included in the safety brochure in Attachment VI.5.

5.3 Evacuation

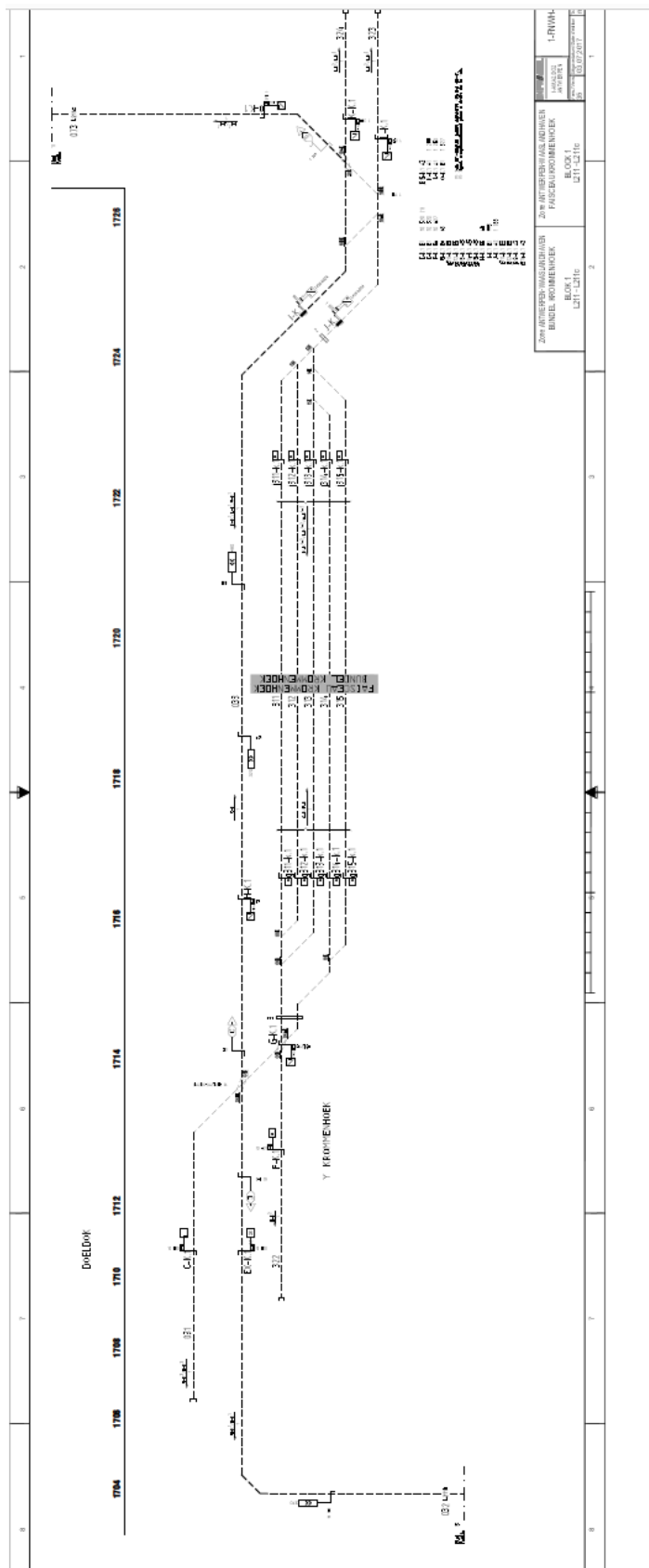
In the event of an alarm, proceed to the assembly areas provided; Regulations are set out in the safety brochure, included in Attachment VI.5-7.

VI. Attachments

1. Contact details Service Facility

| Name - function - service | Tel - Mobile - Fax | Email |
|--|--------------------|--|
| <i>Clerk Administration Rail</i> | T +32 3 730 36 53 | spoor.1742@mpet.be |
| <i>Intermodal planning</i> | T +32 3 560 47 03 | Intermodal.planning@mpet.be |
| <i>Operations Management</i> | T + 32 3 730 36 68 | MGT.execution@mpet.be |
| <i>Security</i> | T +32 3 730 36 02 | Security.1742@antwerpterminalservices.be |
| <i>HSSE Management</i> | T +32 3 735 66 61 | SafetyAdvisors@antwerpterminalservices.be |
| To be contacted in case of incident/emergency: | | |
| <i>Clerk Administration Rail</i> | T +32 3 730 36 53 | spoor.1742@mpet.be |
| <i>Operations Management</i> | T + 32 3 730 36 68 | MGT.execution@mpet.be |
| To be contacted when damage is established: | | |
| <i>Clerk Administration Rail</i> | T +32 3 730 36 53 | spoor.1742@mpet.be |
| <i>Operations Management</i> | T + 32 3 730 36 68 | MGT.execution@mpet.be |
| To be contacted for opening gates | | |
| <i>Security</i> | T +32 3 730 36 02 | Security.1742@antwerpterminalservices.be |

2. Track plan



3. Rates

The rates set out below are valid from 1 January 2025 to 31 December 2025, except for abnormal circumstances, and are subject to our general supply conditions which apply if they do not conflict with what is set out in this Protocol. These terms and conditions can be found at <https://www.psa-antwerp.be/en/content/general-supply-conditions>.

Billing will be done on a monthly basis.

3.1 Access fee

| Service | Cost | Comment | Possible discount |
|------------|-----------------------------|--|-------------------|
| Access fee | 107,24 EUR / incoming train | Invoiced only if set of railcars is brought in | N/A |

3.2 Cancellation - non-respect of service facility capacity

| Service | Compensation | Comment | Exception |
|---|-----------------------------|---|----------------------|
| Cancellation after 9am for the next 2 nd , 3 rd shift same day and 1st shift next day | 804,28 EUR / idle hour | Per idle hour started | Proven force majeure |
| Delay in placement/removal with idle time rail crew | 804,28 EUR / delayed hour | Per delayed hour started | Proven force majeure |
| Cancellation and containers already put in place | 2 moves at 80,16 EUR / move | Reimbursement for removing container from stack and placing back in stack | Proven force majeure |
| Late info i.e. number of moves less than agreed on service facility capacity | 93,26 EUR / move less | | Proven force majeure |

Where force majeure is defined exclusively as follows:

a) Those unforeseeable circumstances not attributable to the Railway Undertaking (or to third parties on which the RU is wholly or partly dependent for the performance of its commitments), which make it absolutely impossible for the Railway Undertaking to perform its commitments. Planned strikes, lock out, shortage of personnel, machine breakdown, do not constitute force majeure on the part of the Railway Undertaking. Cases of force majeure occurring on the part of third parties on which the Railway Undertaking is wholly or partly dependent for the performance of its undertakings do not automatically constitute force majeure on the part of the Railway Undertaking.

(b) In the event of force majeure on the part of the Railway Undertaking, it will promptly inform the Service Facility in writing of all relevant details, including a description of the force majeure event, how it prevents the Railway Undertaking from performing its obligations and the estimated duration of the force majeure event. The Railway Undertaking keeps the Service Facility informed of the development of the force majeure event. If the Railway Undertaking invokes force majeure, it must make all reasonable efforts, at its own expense, to put an end to the force majeure situation as soon as possible.

c) If no notice is given within two (2) hours of the fact of force majeure, this is not considered as force majeure.

3.3 Failure to send data electronically

An additional fee of 64,24 euro/train and per item (container / railcar, etc.) that was not sent electronically will be charged. For new trains / service facility capacity this will be done as from 2 months after the start-up.

4. Access procedure Railway Undertaking

MPET Access procedure Railway Undertaking

Access procedure train, train driver and train conductor:

- When the train arrives at the MPET track gate, the train driver calls security of zone 1. (= general number security MPET: 03 730 36 02)
- Security - zone 1 writes down the ID details of the train driver and any train conductor in E-guard after checking the **pre-notification***.
(max 1 train driver and 1 train conductor are admitted via track gate access)
- CCR opens the rail gate under camera surveillance.
- Once the train is inside, the gate is closed.
- On departure of the train, the train driver calls again to security - zone 1, reporting that the train is going to return outside. He reports which persons are on the train.
- The gate is opened back by security .
- CCR closes the rail gate under camera surveillance after train departs.
- If there is a change of train driver/train conductor at the Terminal, such persons should not freely enter the Terminal but should call security and ask for the shuttle bus to go to the exit security zone 2 and should sign out there.

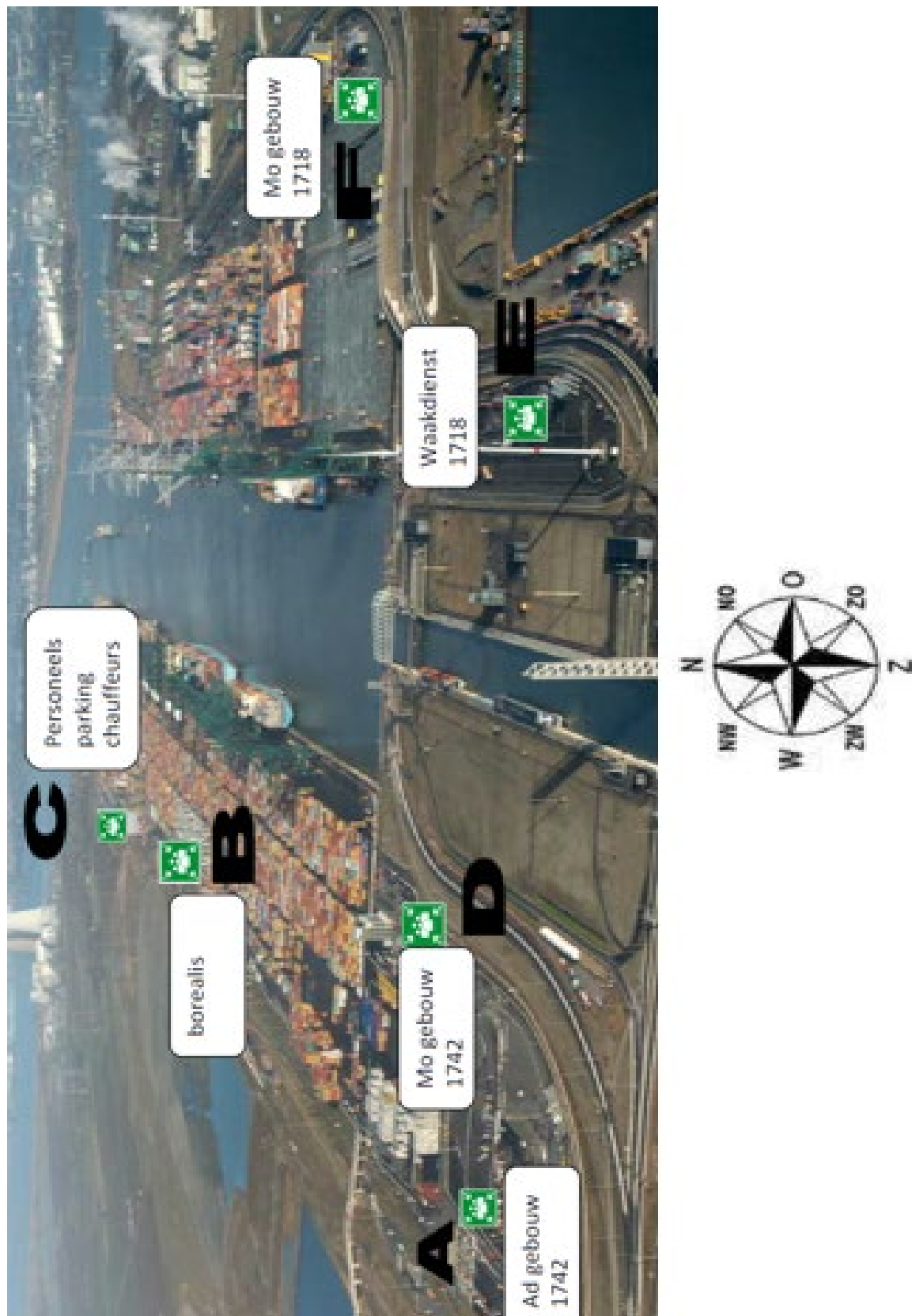
Access procedure train inspectors / switch train driver / switch train conductors:

- The above-mentioned persons register at security zone 2.
- After checking **pre-registration***, ID and access registration, access will be granted.
- Train inspectors, switch train drivers and switch train conductors will travel by shuttle bus at the MPET Terminal.
- Train inspectors will sign back out at the Security -zone 2 after their task.

*Pre-registration train and persons is **required** and should be done at least 4h in advance by email to:

Security.1742@antwerpterminalservices.be

5. Internal Emergency Plan



6. Ground plan Service Facility



7. Additional safety instructions

SAFETY

Always follow safety rules — report danger (see contact information)!

GENERAL

- Keep escape routes and safety equipment free.
- Do not work without a permission.
- Do not enter buildings/installations without authorization.
- Mandatory to wear lifejacket behind crane rails on the waterside ("quay wall") - exception: directly walking to gangway.
- AED available in security room zone 1 and zone 2**

INSTRUCTIONS RING ROAD

- Driving under cranes with "pole transport equipment" is prohibited.
- Always use "pole transport equipment" when leaving the ring road and driving in operational zones.
- Respect traffic lights on the cranes.
- Park on the waterside, do not obstruct the crane rails.
- Activate 4 indicators and/or flash lights.
- Watch out: Pedestrians can cross the ring road.

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ACCESS

- 1) Prenotification (ship related by agent!)
 Request: mgt.1742@mpet.be
 Copy: PSAA-security.1742@globalpsa.com
- 2) Sign in, in security room
- 3) Wait for guidance
 Only move in the designated work/delivery area!
- 4) End of work/delivery: you are located:
 - On the ring road: Go to exit
 - In an operational/risk-zone: Ask for guidance to exit or ring road.

+32(0)3 730 36 02
 Person in the immediate vicinity with radio contact
- 5) Sign out, in security room

ALARM

GENERAL EMERGENCY NUMBER

SECURITY ROOM
+32(0)3 730 36 02

EVACUATION ALARM

CONTACT

SECURITY ROOM (24/7) • Tel: +32(0)3 730 36 02 •
PSAA-security.1742@globalpsa.com
SAFETY DEP.
 E-mail: safetyadvisors@antwerpterminalservices.be
ALFAPASS • Quay 1742, MPET Deurganckterminal WEST

**DEUR-
GANCK
TERMINAL
WEST**

Sint Antoniusweg
9130 Doel
Quay 1724—1742
T: +32(0)3 730 36 02

**SAFETY
INSTRUCTIONS**

**VISITORS
SUPPLIERS
CONTRACTORS**

8. Information sheet Railway Undertaking

Before entering the Service Facility, the Railway Undertaking provides the contact details below to the operator of the Service Facility.

Railway Undertaking contact details

Name:

Registered office:

Company number:

| Name - function - service | Tel - Mobile - Fax | Email |
|---|--------------------|-------|
| | | |
| | | |
| To be contacted in case of incident/emergency number: | | |
| | | |
| | | |
| To be contacted when damage is established: | | |
| | | |
| | | |

9. RTS (not yet applicable)