

APPENDIX 8 TO THE GENERAL CONTRACT OF USE FOR WAGONS

INTERNAL REGULATION FOR THE APPLICATION AND FURTHER DEVELOPMENT OF THE GCU

Preamble

Part I of this Appendix contains provisions regarding the GCU Bureau.

Part II describes the organisational arrangements adopted by the associations involved in the establishment of the GCU for monitoring the application of the GCU and facilitating its further development.

I. The GCU Bureau

1. The tasks of the GCU Bureau as set out in Articles 2 to 4 of the GCU shall be transferred to a trustee (the "Trustee"). The Trustee may be a physical person or a legal entity. The GCU Bureau shall be located in Brussels.

The Trustee shall take equal account of the interests of wagon keepers and RUs and assume a neutral position in potential conflicts of interest between wagon keepers and RUs.

2. The Trustee shall be proposed by the Joint Committee (see Part II below) for a term of three years at least three months before the end of the term of the Trustee in office. The appointment of the proposed Trustee shall be considered confirmed unless it is opposed by more than half the signatories within one month after the proposal has been notified to the signatories. The term of the Trustee in office may be renewed.

If the Joint Committee fails to make a proposal at the latest three months before the end of the term of the Trustee in office, other proposals may be submitted by the signatories, providing they have the written support of at least 50 signatories. Proposals made in this way shall be accepted unless opposed by more than half the signatories within three months after the proposal has been sent out to the signatories. If several such proposals are submitted by signatories, the proposal that meets with the least number of objections shall be accepted. For this voting on the proposal the procedure set out in points 8 and 9 below shall be applied accordingly, except for the shorter voting period.

3. The Joint Committee or a group of more than half of the signatories may propose an early termination of the Trustee's term, if there are significant reasons to do so. This termination shall be effective unless it is opposed by more than half the signatories within one month after the proposal has been sent out to the signatories. The procedure shall be as set out in point 2, with the Co-chairmen of the Joint Committee acting in place of the Trustee whose term is provisionally terminated.

"Significant reasons" shall mean in particular a failure on the part of the Trustee to meet its duty of neutrality or a continuous failure to perform his administrative duties in accordance with the GCU and this Appendix.

4. The Trustee shall be responsible for ~~setting up office and~~ running the GCU Bureau. He shall ~~set up~~run, maintain and further develop ~~a~~the designated website (the "GCU Website") for the exchange of information and the communication between the GCU Bureau and the signatories.

5. The GCU Bureau shall

- shall provide for translating the GCU (and its appendices) into the three languages, together with any proposed amendments-;
- It shall publish the GCU and any amendments thereto on the GCU Website;-
- It shall also publish the list of signatories on the GCU Website.

The list of signatories shall be structured as follows, based on the information provided by the signatories:

- Group 1: (RUs): Signatories that are RUs but are not also wagon keepers, with the number of tonne-kilometres they recorded in the last published business year;
- Group 2: (Keepers): Signatories that are wagon keepers but are not also RUs, with the number of wagons which they are the keeper of and that can be used by other signatories and are registered in the GCU Wagon Data Base (see point 6. below); this group also includes wagon keepers that are legally independent majority participations of RUs, if their main business objective is the marketing (e.g. by leasing) of the wagons to third parties;
- Group 3: (RUs and Keepers): Signatories that are both RUs and wagon keepers, with the number of wagons which they are the keeper of and that can be used by other signatories and are registered in the GCU Wagon Data Base; this group also includes wagon keepers that are not RUs themselves but are legally independent majority participations of RUs, if their main business objective is the provision of wagons for these RUs.

6. —The signatories shall submit to the GCU Bureau together with the application for admission and regularly update thereafter all information required for the administration of the contract and for the communication among signatories and between signatories and the GCU Bureau, including, but not limited to contact data such as postal addresses, phone and fax numbers, e-mail addresses and contact persons. These contact data shall be displayed-published on the GCU Website in the database referenced in Appendix I of the contract.

~~6.~~—The signatories shall further submit to the GCU Bureau together with the application for admission and regularly update thereafter the registration-vehicle numbers of all wagons of which they are the keeper and that can be used by other signatories. The GCU Bureau on the GCU Website shall store the registration numbers-inmake available an electronic data base (the “GCU Wagon Data Base”) for this purpose and provide a public access to it on the GCU Website. The GCU Wagon Data Base shall allow to identify via the registration-vehicle number of a wagon who is the keeper of the wagon, provided that the keeper of the wagon is a signatory of the GCU.

Each signatory via the GCU Website shall have direct access to his own data for the purpose of uploading and changing contact data or wagon-vehicle numbers. The GCU Bureau must ensure that proper right of access protection is in place and that the data are securely stored and protected against any unauthorized use.

It is the sole responsibility of each signatory to ensure the correctness of his contact data and wagon-vehicle numbers supplied to the GCU Bureau and the vehicle numbers contained in the GCU Wagon Data Base and to provide for any necessary updating updates thereafter.

7. Signatories may submit proposals for amendment to the GCU Bureau. Also the associations represented in the Joint Committee may make recommendations for

amendments or additions to the GCU to the Joint Committee. These recommendations can then be adopted as proposals by unanimous consent of the Joint Committee and submitted to the GCU Bureau.

Any proposal requires either the support of at least 25 signatories or the unanimous consent of the Joint Committee. Proposals must be submitted in one of the three languages of the contract and must include the reasons for the proposed change, with an indication of the article or appendix concerned. The GCU Bureau shall check that proposals have all the required elements; incomplete proposals shall be rejected.

8. The GCU Bureau shall publish amendment proposals on the GCU Website and notify all signatories by e-mail in the three languages of the contract of the fact of the publication.
9. Signatories who do not agree with the proposed amendments must declare this by letter, fax or e-mail to the GCU Bureau within three months after the notification of the proposed amendments has been sent out by e-mail. Any signatory that has not declared disagreement by the end of this period shall be considered to ~~have agreed to be in agreement with~~ the proposal.
10. Proposals shall be adopted if none of the signatories have opposed them within the prescribed time period or if, in each of the groups referred to in point 5 ~~paragraph 4~~, they obtain the support of at least three-quarters of the signatories in the corresponding group representing at the same time at least three-quarters of the total tonne-kilometres or wagons in the group in question.
11. Adopted amendments to the GCU shall be published on the ~~GCU Website~~ ~~website referred to in point 5 above~~ and the fact of the adoption shall be notified by e-mail to all signatories by the GCU Bureau within 1 week after adoption.

Amendments that are adopted unanimously shall enter into force on the date specified in the corresponding proposal; if no date is mentioned, they shall enter into force three months after adoption.

Amendments of the GCU adopted without unanimity shall enter into force the first day of the month following a period of six months after adoption.

Amendments and additions shall also be binding on signatories that did not agree with them, unless the signatories in question decide to withdraw from the contract in accordance with Article 3 of the GCU.

When proposals are not carried, the GCU Bureau shall also announce the result on the ~~GCU Website~~ ~~website~~ and notify the signatories by e-mail.

12. The running costs of the GCU Bureau shall be covered by the signatories.

The GCU Bureau shall draw up an annual budget at least four months before the end of each year and have it approved by the ~~GCU Auditors~~ ~~referred to in (see point 13 below)~~. In the beginning of each calendar year the GCU Bureau shall be entitled to call in advance contributions from the signatories in order to cover the cost of the GCU Bureau for the current year in accordance with the approved budget. The ~~GCU Auditors~~ may approve supplementary budgets during the year if the advance contributions do not cover the actual costs or if additional funds are required for extraordinary expenses which are in the interest of the GCU and the signatories and are previously approved by the Joint Committee.

Advance contributions that have not been used up shall be taken into account in the budget for the next year.

75 per cent of the costs referred to in paragraph 1 shall be divided equally among the signatories and 25 per cent shared out on a variable basis according to the number of wagons registered in the GCU Wagon Data Base.

13. The annual accounts of the GCU Bureau shall be checked by two auditors (the “GCU Auditors”) within three months after the end of each calendar year. The result of the audit shall be published on the GCU Website.

The Joint Committee shall propose the ~~GCU Auditors~~auditors for a period of up to three years parallel to the term of the Trustee. The appointment of the proposed Auditors shall be considered confirmed unless more than half the signatories opposes this proposal under the procedure set out in point 2, paragraph 1. The term of the GCU Auditors in office may be renewed.

Point 2 paragraph 2 and point 3 above shall be applied accordingly.

II. The Joint Committee

1. UIP, UIC and ERFA shall together take on the task of applying, promoting and further developing the GCU. To this end, they shall form a Joint Committee made up of representatives from the three associations. UIP and UIC shall each appoint five members to the Joint Committee and ERFA two members.
2. Two Co-Chairmen of the Joint Committee shall be chosen from among its members for a three-year term of office. One Co-Chairman shall be a representative of UIP, the other one a representative of UIC/ERFA.

The Joint Committee shall meet as and when required, though at least once a year.

3. The Joint Committee shall keep in touch with the GCU Bureau. Its decisions shall be taken unanimously. Members of the Joint Committee not being able to participate in a meeting shall ~~cast their vote in writing or e-mail or may give a voting~~ proxy to another member of the Joint Committee ~~representing the same association~~.

The Joint Committee shall:

- propose the Trustee to take on the tasks of the GCU Bureau and where necessary propose to terminate its term with immediate effect. The same shall apply to the Auditors;
 - make proposals for amendments and additions to the GCU;
 - review all questions of common interest in connection with the GCU and set up ad hoc working groups where necessary;
 - decide whether or not to accept the petitions of other associations representing RUs or wagon keepers to be admitted to the Joint Committee, as well as on changes of points 1 and 2 related thereto. Of such decisions the signatories shall be informed via the GCU Bureau.
4. The associations represented on the Joint Committee shall seek to ensure that when GCU signatories who are members of their associations make proposals for amendments, these are channelled first via their association to the Joint Committee, which can then discuss, finalise and decide on them and thereby encourage the achievement of a majority.

The associations shall also channel their own proposed amendments to the GCU via the Joint Committee.