

Agreement on Transfer of Storage Capacity

Agreement on Transfer of Storage Capacity entered into pursuant to Article 7 of the Storage Code of RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Agreement")

between

I. Contracting Parties

Company (hereinafter also referred to as the "Transferor")

With its registered office at:

ID No.:

VAT No.:

Acting through:

and

Company (hereinafter also referred to as the "Transferee")

With its registered office at:

ID No.:

VAT No.:

Acting through:

and

RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Storage Operator")

With its registered office at Limuzská 3135/12, 108 00 Prague 10, Czech Republic

ID No.: 27892077, VAT No.: CZ27892077

Acting through: Zbyněk Pokorný, Head of Sales
Zuzana Kotyková, Public Affairs Manager

Contract number:

(hereinafter also referred to as the "Contracting Parties")

II. Subject of the Agreement

The subject of this Agreement is the transfer of rights and obligations under the gas storage contract entered into by the Transferor and Storage Operator on and the Storage Operator's contract number in relation to the storage capacity specified in Article III. (hereinafter also referred to as the "Transferred Agreement").

III. Transferred Capacity and Transfer of Rights and Obligations

1. Rights and obligations arising under the Transferred Agreement are hereby transferred in relation to the following storage capacity:

Working gas volume: [redacted] MWh
Withdrawal capacity: [redacted] MWh/day
Injection capacity: [redacted] MWh/day

(hereinafter also referred to as the "Transferred Capacity").

2. The Contracting parties have agreed, that as of the effective day hereof:

- a) the Transferor shall transfer to the Transferee all rights arising under the Transferred Agreement relating to the Transferred Capacity and the Transferee shall become an authorized person with respect to the Storage Operator to the extent thereof, whereas a separate storage contract shall be entered into between the Transferee and the Storage Operator regarding the specific conditions for using the Transferred Capacity,
- b) the Transferee shall accept from the Transferor all the Transferor's obligations (liabilities) set forth in the Transferred Agreement in relation to the Transferred Capacity and the Transferee shall become liable to the Storage Operator to the extent thereof, whereas a separate storage contract shall be entered into between the Transferee and the Storage Operator regarding the specific conditions for using the Transferred Capacity; no liability shall remain with the Transferor with regards to obligation in connection with the transferred capacity originated after the effective date,
- c) actions taken by the Transferor in accordance with or contrary to the Transferred Agreement before the effective date hereof in relation to the Transferred Capacity shall be considered actions taken by the Transferee and any claims or obligations relating thereto shall go to the debit or to the benefit of the Transferee; the same shall apply analogically to the effects of the Transferor's inactivity,
- d) as of the effective date hereof, the Transferor shall not be able to make any claims to the Storage Operator with respect to the Transferred Capacity pursuant to the Transferred Agreement,
- e) only the Transferor shall be liable for the fulfilment of financial obligations the Transferor has to the Storage Operator with regard to the Transferred Capacity, which have originated prior to the effective date hereof; only the Transferee shall be liable for the fulfillment of financial obligations the Transferee has to the Storage Operator with regards to the transferred capacity which have originated after the effective date hereof.

IV. Agreement Term

The storage capacity referred to in Article III. of this Agreement shall be transferred by the Transferor to the Transferee for the period: [redacted].

V. Validity and Effect of the Agreement

This Agreement is entered into for a definite period until 6:00 a.m. on [redacted], shall become valid on the date of its signature by all Contracting Parties, and shall come into effect at 6:00 a.m. on [redacted].

VI. Final Provisions

1. The Transferor assures the Transferee that as of the effective date hereof, the Transferor is not late in the fulfilment of its obligations arising under the Transferred Agreement.
2. The Transferee assures the Storage Operator that it is familiar with the content of the Transferred Agreement including the Storage Code of RWE Gas Storage CZ, s.r.o. (hereinafter also referred to as the "Storage Code"), that it meets the terms and conditions defined by the Storage Operator for reserving storage capacity, and that it agrees to the entry into of a separate storage contract with the Storage Operator regarding the Transferred Capacity, which will contain similar conditions.
3. The effect of this Agreement is conditional on the entry into of a gas storage agreement regarding the use of the Transferred Capacity between the Storage Operator and Transferee, no later than on the intended effective date of the transfer of storage capacity. If a gas storage agreement is not entered into, this Agreement will be cancelled from its onset.
4. This Agreement is in the case of signing printed contracts drawn up in three counterparts. After the signature of the Agreement by the Transferor and the Transferee, all counterparts shall be submitted for signature to the Storage Operator who will sign them and hand over one counterpart to each Contracting Party.
5. No provision of this Agreement that is or becomes invalid or unenforceable shall prejudice the validity or enforceability of any other provision of this Agreement, provided that such a provision is separable from the remaining contents of the Agreement. The Contracting Parties undertake to replace such an invalid or unenforceable provision by a provision the contents and purpose of which are closest to the invalid or unenforceable provision. Until described provision is replaced in accordance with the previous sentence, the relevant generally binding legal regulations shall apply.
6. With respect to this Contract, the Contracting Parties assume the risk of a change of circumstances within the meaning of Section 1765 Subsection 2 of the Civil Code.
7. This Agreement may be amended or supplemented only by means of written annexes, numbered in an ascending order, entered into by the authorized representatives of all of the Contracting Parties.
8. Terms not defined in this Agreement shall have the meaning assigned to them in the Storage Code, in Act No. 458/2000 Coll. (Energy Act), and in Regulation No. 349/2015 Coll.
9. The Contracting Parties declare that the provisions of Sections 433, 1765, 1766, 1799, 1800 and 1805 Subsection 2 of the Civil Code shall not be applied to this Agreement.
10. Any transfer of the rights and obligations constituted by this Contract, assignment of the Contract within the meaning of Section 1895 of the Civil Code as well as pledge of a receivable arisen from this Contract may only be made with the prior consent of the other Contracting Party.
11. The Contracting Parties have read the text of this Contract, agree with its content and concur in representing they enter into this Contract as entrepreneurs carrying on their business within the meaning of Section 1797 of the Civil Code. In witness of these facts their authorized representatives affix of their true, free and solemn will their signatures.

In on

In on

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Transferor

.....
Transferee

In on

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RWE Gas Storage CZ, s.r.o.

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