

Electricity Distribution Operator

Supplier

Protoco no _____

Tirana, ___ / ___ /

Agreement for Ensuring the Electricity Distribution Service

Between

Electricity Distribution Operator in Albania (“OSHEE”)

and

(“the Supplier”)

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

This Agreement for Electricity Distribution Services is connected today on /
/ between:

Electricity Distribution Operator in Albania, (OSHEE company), joint stock company, registered as a legal entity with Decision _____ Tirana, Albania, with Unique Identification Number (NUIS) _____, represented by Mr. _____, the Administrator of the company, (referred to herein as OSHEE),

And

[_____] Supplier (S), registered as a legal entity at the National Registration Center on date _____ with premises in Albania, address _____, represented from _____, Authorized Person of the Company, hereinafter referred to as Supplier (F),

Each also referred to in the contract as "**Party**" or together "**Parties**" as appropriate.

Description

- A. OSHEE is licensed in the distribution activity.
- B. OSHEE has agreed to ensure the Distribution Services and perform other obligations according to the terms and conditions defined in this agreement.
- C. The supplier agrees to pay OSHEE for the Distribution Services and perform the other obligations according to the terms and conditions defined in this agreement.
- D. OSHEE and the Supplier accept that, besides this Agreement they both are subject of respecting the provisions at the Codes.

Legal Basis and the Compatibility with Power Sector Law

I- Legal Basis

- a) Law no. 43/2015, of date 30.04.2015 "On Power Sector";
- b) Council of Ministers Decision "On Approving the Market Model of the Power Sector", in force.
- c) ERE Board decision "On Approving the Albanian Electricity Market Rules", in force.
- ç) ERE Board decision "On Approving the Electricity Distribution Code",
- d) ERE Board Decision no. ____ dated _____.____ "On issuing the Supply license ____"

company_”; Annex 1

dh) ERE Board decision _____ “On licensing the “Electricity Distribution Operator”, in electricity distribution activity ”; Annex 1

II- Compatibility with Power Sector Law

a-) The obligations and the rights deriving from “Power Sector Law” prevail over the rights and obligations according to this Agreement, in case of inconsistencies between them.

b-) Except any other provision of this Agreement, each Party shall fulfill the obligations set for that Party by “Power Sector Law”.

c-) Each Party in order to allow the other Party to fulfill the obligations set in this agreement shall:

- (1) help the other Party;
- (2) co-operate with the other Party.

d-) Anyone in this Agreement shall limit any of the other Party rights from “Power Sector Law”, except the cases when this law allow that this right to be limited by the Agreement.

dh-) For the purpose of this Agreement, no Parties shall be considered that it has violated the provisions of “Power Sector Law”, if it has acted:

- (1) according to ERE directive; or
- (2) in conformity with the terms or any exception from the compatibility with the Law, issued in written form by ERE.

Agreement

The Parties agree as follows taking into consideration above all the mutual promises included in this agreement

ARTICLE

1

DEFINITIONS

In this agreement, including its Annexes, except where the context otherwise requires, the following terms shall have the meanings according to law no.43/2015 “On Power Sector” as follows:

Agreement	Shall mean this Agreement for Providing the Electricity Distribution Services, together with the attached annexes and other documentation
Commencement date	The date from which the agreement begins to extend its effects.
Parties	OSHEE company and /or the Supplier
OSHEE company	Shall mean the legal entity licensed by ERE as Supplier, which has connected or shall connect a contract/contracts for electricity supply, of End-use Customers and that is Party of this Agreement
(Supplier) (S)	Shall mean the legal entity licensed by ERE as Supplier, which has connected or shall connect a contract/contracts for electricity supply, of End-use Customers and that is Party of this Agreement
End-Use Customer	A customer that purchases electricity its personal use.
Metering Points	Shall mean any connection points through which the metering equipment makes possible the measuring of Electricity in that element under Annex 2.
Metering System	Shall mean the metering equipment complex, meter, free- cutting, metering transformers, defenders of the meter and insulators, circuits and data storage devices, equipment distribution and communication of data and necessary cable connections which are part of equipment electricity metering active and reactive power at the point of metering.

Consumption	Shall mean the hourly / monthly amount of electricity that is consumed by end-use customers corresponding to the balancing group of the Supplier.
Distribution Service	Shall mean electricity transport in the distribution system on high, medium and low voltage, to deliver it to the customers, not including the supply.
Distribution System	Shall mean a system of lines, supporting structures, transforming and switching equipments, used for electricity distribution and its delivery to the customers, excluding the supply.
Authorized Representative	Shall mean the person officially charged by the head of the company to follow this Agreement.
Codes, Rules and Agreements	Shall mean the Distribution Operation Code, Transmission Grid Code, Metering Code, Market Rules.
Power Sector Law	Shall mean the Albanian Power Sector Law No. 43/2015.
Force Majeure	“Force Majeure” is an natural or social act or event such as earthquakes, lightning, cyclones, floods, volcanic eruptions, fires or wars, armed conflict, insurrection, terrorist or military action, which prevent a licensee from performing his obligations under the license or other acts or events that are beyond the reasonable control and not arising out of the fault of the licensee, and where the licensee has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care
Supply agreement	Shall mean the agreement between the Supplier and the End-use Customer according to which the Supplier agrees to supply with electricity the End-use Customer

ARTICLE 2 OBJECT OF THE AGREEMENT

2.1 Object of the agreement (“the Agreement”) is to provide Distribution Service for _____ the supplier (S) by delivering from the input points to the output points, the electricity quantity that _____ (S) wants to distribute/ that customers involved in the balancing group of the

Supplier (S) require to consume, for each of the customers identified on Annex 2, as well as the regulation of financial agreements and the payments between the parties. Electricity distribution, implementing this Agreement shall continue on the Commercial Date provided on Article 18.

- 2.2** The quantity of Electricity and time periods during which the distribution service will be provided by OSHEE, by the system operator shall be under the conditions specified in Annex 2 of this Agreement.

ARTICLE 3 DISTRIBUTION SERVICES

3.1 Object of this Agreement is that the Distribution Services to be provided by OSHEE by distributing from the input to output points the electricity quantity that the Supplier sales to the End-use Customer which is included in the balancing group of the Supplier, according to the Supply Contracts, as submitted on Annex 2.

3.2 The electricity quantity and the terms during which the Distribution Services shall be provided by OSHEE, shall be according to the conditions specified on Annex 2 of this Agreement.

ARTICLE 4 THE RIGHTS AND OBLIGATIONS OF OSHEE

4.1 OSHEE company shall provide the electricity Distribution Service from the input to output points for the Supplier (S), on the quantities and for the time period specified in Annex 2 of this Agreement, except of Force Majeure cases or cases of Unplanned and Planned Disconnection (according to the definitions made in Articles 9, 10 and 11 of this Agreement).

4.2 OSHEE company shall provide these services in accordance with the Electricity Market Rules, the Distribution Code and the "Regulations for the minimal conditions for electricity distribution and sale qualities of service".

4.3 OSHEE company has the right to invoice and collect the amount of the services performed in accordance with this Agreement.

4.4 OSHEE company is obliged to terminate the Distribution Service to the end-use customer who do not have a valid Supply Agreement, and shall be in accordance with the deadlines provided in the “Regulation on switching the electricity supplier” shall terminate the Distribution Services for the End-use Customer according to the request of the Supplier. Any liability arising after the effective date of supply contract termination for the end-use customer by the supplier _____, fully charges OSHEE company.

4.5 OSHEE shall provide the Supply Service for the end-use customer, to the extent provided on Law no. 43/2015 ‘On Power Sector’.

ARTICLE 5 THE RIGHTS AND OBLIGATIONS OF THE SUPPLIER

5.1 The supplier shall inform TSO-MO for the electricity quantity, in conformity with the Market Rules and other secondary legislations.

5.2 The Supplier shall benefit the Distribution Service provided by OSHEE in conformity with the definitions made in this agreement and Electricity Market Rules in force and the Distribution Grid Code.

5.3 The Supplier undertakes to pay OSHEE as defined in this Agreement the price provided in this contract. Regarding the imbalances the Supplier _____ shall respond only TSO-MO.

5.4 The supplier has also the following obligations:

- (a) to act in conformity with the Codes, Rules and Agreements;
- (b) to ensure information over consumption and;
- (c) to respond to the requirements by OSHEE for details of End-use Customer which may be ensured for the agreement with it.

ARTICLE 6 PLANNING THE REQUEST

6.1 Planning of the electricity request shall be the obligation of the parties, in accordance with the Distribution Grid Code, Electricity Market Rules and the respective legislation in force.

6.2 Responsible for providing the load that is expected to be consumed by the End-use Customer, is the Supplier.

ARTICLE 7

THE TRANSMITTED QUANTITY, PRICE, BILLING AND PAYMENT

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

- 7.1** Within **4 (four)** first working days of each calendar month, TSO-MO shall inform the Supplier in a written for (the official exchange between them of their original documents), on the total amount of Electricity consumed by any End-use Customer as part of the balancing group of the Supplier, during the previous month and metered at metering points.
- 7.2** **The supplier** shall give its confirmation or shall make an appeal regarding the accuracy of the data in written form, by fax and/or email within 2 (two) first days from the date of receiving the notice from TSO - MO. After this deadline, the confirmation shall be deemed granted.
- 7.3** The provisions of this article are applicable for each of the end-use customer supplied by the Supplier and for each of the invoices that will issue OSHEE, regarding the quantities of electricity distributed on behalf of the supplier, to supply each end use customer or group of end-use customers. OSHEE issues a monthly invoice for the Supplier regardless the number of end-use customers that it supplies.
- 7.4** If a dispute arises from the Supplier and TSO-MO considers it a justified complaint, shall issue a new monthly report which is notified to the Supplier in electronic form immediately after confirmation. If TSO-MO considers the claim as unjustified informs the Supplier. OSHEE issues a monthly tax invoice for the distribution service (hereafter of the "Invoice"). The invoice shall be sent to the Supplier the original form. The invoice shall specify the quantity of electricity consumed by the end-use customer as part of the balancing group of the Supplier in the previous month, metered in the metering points and can express but not limited to all tariffs, interest, payments, refunds, and other charges applicable and obligatory to be paid by the Supplier according to the normative acts in force.
- 7.5** The invoices issued according to article 7.4 shall be according to the form, set by the Parties which have issued the invoice, shall be in harmony with the legislation in force and shall contain sufficient information because it is reasonable to allow to the recipient:
- (1) to have access in the accuracy of the obligations specified in the invoice;
 - (2) to conform with “Power Sector Law” regarding the ensure of information for end-use customers regarding these obligations.
- 7.6** In case of dispute the Supplier shall pay the undisputed amount in each case on the due date defined on article 7.7. For the disputed amount the Parties follow

1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
2. Blue color the amendments with ERE Board Decision no. 91/2019

the procedures defined on Article 14 of this Agreement.

7.7 OSHEE shall submit the invoice for the Distribution Service performed in the previous month within the 10th of the next calendar month. If the 10th of the next month, is a holiday or official holiday, the delivery shall be on the previous day of the holiday or the official holiday. Date of invoice shall be in accordance with normative acts in force. The Supplier shall fully pay the invoice, not later than the last day of the next month from the date of issuing the invoice by OSHEE.

7.8 On unexecuted payments due to unsubstantiated claims or payments (surplus) in the invoice, which exceed the real obligation, as well as in cases where the Supplier has no claims about the invoice, but delays in executing the payments to OSHEE, shall be applied the relevant provisions of Law no. 48/2014 "*On the delayed payment of contractual obligations*", as amended.

7.9 Payment of invoices shall be made by bank transfer to bank account numbers of OSHEE as follows:

.....Bank: IBAN:

7.10 Any decision of ERE regarding the tariffs, prices or other obligations specified in this agreement (including any increase or decrease of these tariff level) shall apply automatically from the Parties and this Agreement may be adjusted case by case if amended.

7.11 The obligation of the Supplier to pay the tariffs/obligations of the Distribution Services to OSHEE do not affect in the delays or the end-use customer failure to pay the Supplier regarding electricity sale or the Distribution Services according to the Supply Agreement.

7.12 An inaccurate tariff /obligation in the invoice, given according to this Agreement, shall be changed from the Party that has issued the invoice, on the next invoice after finding the mistake, to correct it. The reasons of the mistake may include, but not be limited by the:

- (1) interventions in the meter;
- (2) damaged meters, read of the damaged meter;
- (3) mistakes by the System Operator regarding the obligations to OSHEE;
- (4) mistakes in the electricity consumption invoiced to the End-use Customers;
- (5) changes between the accessed readings of the meter and the Meter Data received

after issuing the invoice;

(6) the set/regulated amounts by the Regulator Authority.

7.13 A regulated invoice, issued according to article 7.12 shall include or be accompanied by an explanation why it is issued the regulated invoice.

7.14 In any case, the regulation of the invoice shall be in conformity with the respective fiscal legislation.

ARTICLE 8 COMPENSATION OF THE SUPPLIER

8.1 In all disconnection cases, according to OSHEE request, except of the application of the Supplier rights defined on this Agreement, OSHEE shall pay to the Supplier the automatic penalties calculated in accordance with the relevant provisions of the "Regulation on minimal conditions for the quality of electricity distribution service".

8.2 OSHEE is responsible for the damages caused to the Supplier because of voltage deviations contrary with the norms defined in the effective secondary legislation, only if these damages come as result of a direct action/inaction, or by its fault.

Defining the effective damage caused by the Supplier is made by an agreement between the parties or in court.

8.3 In all unplanned disconnections cases, despite the disconnections caused or by the result of Force Majeure existence, the electricity nominated by the Supplier but not distributed by OSHEE due to the disconnection shall be compensated by OSHEE as follows:

OSHEE shall pay to the Supplier the positive difference between the price of the contract / contracts (in dependencies of the duration of the disconnection that affects each contract in individual order) and the price of positive imbalances applied by TSO.

8.4 OSHEE is obliged to pay the penalties / damages calculated in accordance with the definitions of this article, within three (3) working days after receiving the request and the invoice for paying these damages.

ARTICLE 9 CONFIDENTIALITY

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

9.1 The Parties agree that, as much as possible, except the cases when required by the effective secondary legislation (including regulations approved by ERE or any regulatory authority with jurisdiction over the Party), the agreements submitted by the Parties, together with any document or data transmitted from one party to others, and all information exchanged between the Parties according to this Agreement or during the negotiations preceding the Commencement Date, are and shall remain confidential. Also, any Party shall communicate to third parties (other than its auditors or financial, legal consultants, the correspondent bank or any government body with jurisdiction over the Party), any of the provisions of this Agreement or the details of any agreement presented here, without the prior written consent of the other Party. If the information is to be given, the Party whose information is required to notify the other Party and to take reasonable measures to protect information required by other requests.

9.2 The provisions made in article 9.1 remain in force for 5 years from the date of termination of this Agreement.

9.3 Article 9.1 shall not be implemented in the following cases:

- (a) only with the consent of the Party that is information source;
- (b) if the information is at any time legally in the ownership of the proposed recipient of the information by the sources and not any other Party;
- (c) on the level required by the law, the Regulation or Agreement or by a legal request from ERE or any regulator authority which has jurisdiction over a Party (or according to the license that the Party holds or otherwise);
- (d) if required regarding the legal procedures or settling the disputes related to this agreement or to advise the Party regarding these;
- (e) if the information is available in general and publicly and not as result of breach of trust by one Party which wants to spread the information or to a person to whom it is share the information;
- (f) if the spread of information is necessary to ensure the sustainability of the Distribution System or to protect the security of the staff or of the equipments;

ARTICLE 10 FORCE MAJEURE

10.1 Cases of Force Majeure

Except expressly provided in this Agreement, any Party shall be deemed in violation of the terms of this Agreement if that proves that the failure to implement their obligations is caused by a Force Majeure case. For the purposes of this Agreement Force Majeure as defined on article 1 of this agreement includes (but not being

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

- Defect in communication or defect in TSO computer systems which prevents the Claiming Party to fulfill the delivery or distribution obligations;
- Suspension from TSO delivery or ignoring the obligations for the programs / schedule that the Claiming Party has based on the Contract;
- An event or a natural or social act occurred in the country such as earthquakes, cyclones, floods, volcanic eruptions, fires, war, armed conflicts, rebellions, terrorist acts, which impede the Party to fulfill its obligations under the license, as well as other acts or events, which are beyond the control of the Party and not possible to be blamed for her party is unable to eliminate them, although properly exercised skill, effort and care of her.

10.2 Each Party shall make all necessary efforts to avoid, as soon as practically possible, the reason for any delay or disconnection in the implementation of the obligations stipulated in this Agreement and shall take all steps necessary to limit damages of the other Party. If a party receives knowledge of a Force Majeure which will affect or may affect some or all of its obligations under this Agreement, shall immediately notify the other Party in writing of the situation. To gain time, this communication can be performed even on telephone, but must be followed by an immediate written communication. Same applies when the force majeure has seized /ended.

10.3 In case of Force Majeure, the Parties will conduct their best efforts in order to:

- i. Continue performing the obligations under this Agreement as far as possible in a reasonable way, giving accurate daily/hourly information on the amount of electricity that may be delivered, depending on the circumstances.
- ii. Exceed the case/circumstances of the Force Majeure and minimize the consequences of a Force Majeure.

ARTICLE 11 UNPLANNED DISCONNECTIONS (BREAKDOWNS)

11.1 OSHEE has the right to disconnect the provision of the Distribution Services, when required acting in conformity with, as the result of unplanned disconnections, including cases such as:

- a) When OSHEE is obliged to carry out restrictions on electricity distribution for the work safety of electricity distribution system, pursuant to ERE Board Decision "On approving Electricity Distribution Code", and ERE Board

Decision "On approving of Electricity Market Rules".

- b) Providing the supply according to the Service Standards;
 - c) In conformity with TSO guidelines
 - d) To protect and secure the Grid in order to: maintain a secure environment, in conformity with the health policies and OSHEE security, to prevent unexpected short-term overloads of the Grid, to prevent the increase and decrease out of statutory requirements of the voltage level, to protect the security of the Grid, prevent or facilitate the damage of the equipment's for any person connected in the Grid.
- 11.2** OSHEE shall evidence that the disconnection was the only way to ensure work safety of the Distribution System and that the supply of end use customers was not possible any more. If the Supplier has claims, will be followed the procedures defined on Article 8 of this Agreement.
- OSHEE in conformity with the Industry Code, the Regulations and Agreements shall make the best effort possible in order to complete as soon as the execution of works and minimize the issues/problems for the Supplier. OSHEE shall immediately inform the Supplier after being informed for the disconnection. OSHEE, within one working day, through a technical act shall officially inform the Supplier regarding the disconnection.
- 11.3** During Unplanned Disconnection of the Service, until OSHEE require the contrary, the Supplier shall transmit to OSHEE any request that he receives from the Customers to return the Distribution Services as quickly as possible.

ARTICLE 12 PLANNED DISCONNECTIONS

- 12.1** The process of planned disconnections shall be in conformity with the Electricity Distribution Code and Electricity Market Rules approved by ERE.
- 12.2** To allow the Supplier take the appropriate measures, OSHEE, in accordance with the annual program of overhauls, reconciled between the Parties, shall inform in a written form the Supplier not later than 20 days before the beginning of the month which foresees the performance of maintenance work, specifying the duration of the works, the facility where these works shall be completed and the customers to whom the supply is provided to be disconnected. After this notification OSHEE has the right to start the maintenance work without the need of a preliminary approval by the Supplier.
- If the Supplier has reasonable reasons to request non disconnection of

1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
2. Blue color the amendments with ERE Board Decision no. 91/2019

electricity, it notifies OSHEE company within three working days from receiving the notice of the overhaul. OSHEE evaluates the request of the Supplier and replies for accepting or not accepting the request, on the next working day after the receipt.

- 12.3** OSHEE, in unforeseen cases, in order to preserve the security of the grid, has the right to reduce the delivery program for a certain period of time, announcing the Supplier within at least 5 (five) working days in advance and evidencing that the disconnection was the only way to ensure security of the grid.
- 12.4** OSHEE is obliged to terminate the execution of the works within the notified deadline.
- 12.5** When OSHEE requires the Supplier to inform the Customers, the Supplier shall make it with his own expenses.

ARTICLE 13

IMPLEMENTING OSHEE RIGHTS TO END-USE CUSTOMERS

- 13.1** OSHEE has no right to directly implement its rights to End-use Customers (or according to this Agreement, “Power Sector Law” or otherwise) without informing or be consulted with the Supplier except of Force Majeure cases.
- 13.2** OSHEE may act to disconnect the supply point of the End-use Customer without informing or be consulted with the Supplier in cases when the disconnection is urgent, or when OSHEE disconnects any electricity private upper line as result of preventing the fire and other facilitating acts. Implementing the Distribution Code point III.11 “For ensuring the supply and standards of performance for electricity distribution service”, the disconnection shall be immediate to ensure the safety of persons life, the safety of equipment’s, interruption of abusive interventions for the end-use customers in the network.

ARTICLE 14

SETTLING THE DISPUTES AND THE APPLICABLE LAWS

- 14.1** This Agreement shall be implemented in conformity with the legislation in force of the Republic of Albania.

1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
2. Blue color the amendments with ERE Board Decision no. 91/2019

14.2 In the event of disputes regarding the implementation of this Agreement, shall be informed the authorized Representatives of each Party to handle the disputes, who will try with understanding to settle it as soon as possible. If the Representatives manage to settle the dispute, the solution shall be notified to the Parties in writing and shall be binding for them. If the representatives fail to settle the dispute within a reasonable time frame , or if a Party fails to elect a representative, within 10 (ten) days from the written notification of the existence of the dispute, then the issue shall be settled by ERE according to “Power Sector Law”, the Market Rules and the Grid Code or other secondary legislations approved by ERE “ On approving the regulation for handling the complaints submitted by the customers and settling the disputes between the licensees on power and natural gas sectors”

14.3 When the disputes of the Parties refer to the interpretation of the Grid Code the Parties shall act in accordance with the provisions of the Grid Code to settle the dispute and ERE decision is obligatory to be implemented by the Parties.

14.4 All disputes for the implementation of this agreement, with respect to or deriving from it, if not settled according to the provisions defined on articles 14.2 and 14.3 of the Agreement, shall be referred to the Albanian Center for Mediation and Arbitration for arbitrary settlement, under the rules and procedures of this Center. The disputes shall be settled by a single arbitrator selected in the agreement between the Parties or, if the Parties fail to agree, the Center shall appoint a single arbitrator from its list.

The parties agree that the Arbitrator shall settle the dispute within 60 (sixty) days from accepting the duty.

The Albanian language will be the proceeding language for settling the disputes.

14.5 Only disputes whose object exceeds the value of 1.000.000 (one million ALL), the Parties shall address to the District Court.

ARTICLE 15

ADMINISTRATIVE OFFENCES

15 If one of the parties violates one of the conditions of this contract, or any other legislation in force, the claiming / damaged party shall have the right to send a justified request for taking the measures by ERE, pursuant to Article 107 and / or Article 42 of Law 43/2015 “On Power Sector”.

ARTICLE 16

AUTHORIZATIONS

- 16 The Parties claim and guarantee that they have obtained all the necessary authorizations and licenses required for the fulfillment of their obligations under this Agreement.

ARTICLE 17

NOTIFICATIONS, AUTHORIZED REPRESENTATIVES ETC.

- 17.1 Immediately after signing this Agreement, each party shall designate in writing an authorized representative ("Authorized Representative") that shall be authorized to follow the progress of this Agreement.
- 17.2 The notifications, invoices, (provided in this Agreement) or other documents in connection with this Agreement shall be sent by fax and/or email on the data set out below and shall be considered received when shall be confirmed the transmission. Each Party may change its fax number and/or email address by informing the other Party in written form. If one of the Party has changed, fax and / or email address without first informing the other Party, any notice sent by the party to earlier data, shall be considered received by the Party that has made the change and has not made the notification.
- 17.3 The Parties agree that they shall notify their respective structures for the connection of this Agreement and shall instruct them on the obligations deriving from it to obtain all the measures for implementing it.
- 17.4 For any amendment in definitions made in this article, the Parties are obliged to notify each other within 5 calendar days.

The persons authorized from both Parties shall be:

For OSHEE company: Mr./Mrs. _____
Position in the company:
OSHEE
company.
Rruga "Andon Zako Çajupi"
(pallati "Conad")
Tirana
Phone: +355 4 _____
fax: + 355 4 _____
e-mail: _____

For the Supplier: Mr./Mrs. _____
Position in the
company: _____
Authorized representative of the

Supplier (S)
Ruga: _____
phone: + _____
fax: + _____
email: _____

17.5 Each Party in this Agreement represents and guarantees that:

- (a) it is included or established and legally exists;
- (b) it has full power, authorization and the legal right to execute, distribute and perform its obligations according to this Agreement; and
- (c) that the execution and performance of that Party obligations according to this agreement shall not lead to the violation of contractual obligations or other obligations in the ownership of that Party or of a third Party.

ARTICLE 18

DEADLINE FOR IMPLEMENTING THE AGREEMENT

- 18.1** This Agreement enters into force on the Commencement Date of implementing the agreement connected between the Supplier and any End-use Customer, referring to point 3 “Duration of the Contract” on Annex 2.
- 18.2** The Supplier shall inform OSHEE 5 days in advance for the conclusion of the contract with each of the End-use Customers and for the disconnection of the distribution service for the electricity supply of the relevant End-use Customer. The Supplier shall inform OSHEE that it has connected a supply contract with a new End-use Customer, one day before the supply date.
- 18.3** This Agreement is valid and extend its effects between the Parties, even if, during its implementation, the Supplier informs that it has terminated the supply contract with one of its end use customers or has signed a supply contract with a new end customer. The Supplier shall inform OSHEE 5 days in advance and the parties shall reflect relevant amendments in the Annexes of this agreement. These amendments shall not affect any of the other conditions of this Agreement and shall not be subject to ERE approval provided in Article 20.

ARTICLE 19 CHANGES AND AMENDMENTS

- 19.1** The parties accept that “Power Sector Law”, to which this agreement is subject for the amendments as follows and that, these changes may require amendments in this agreement. The Parties agree to negotiate with understanding for any change in this agreement which may be reasonably required as result of any amendment on “Power Sector Law”, or having in consideration the commercial experience.
- 19.2** Any amendment of this agreement is approved with ERE Board decision.
- 19.3** Any amendment in the legal and by-legal acts regarding the implementation of this agreement shall be considered as an automatic amendment on this agreement.

ARTICLE 20 EXECUTION FROM THE PARTIES

- 20.1** This Agreement is drafted in 5 original copies in Albanian, each with the same legal value, 2 for each Party and 1 shall be submitted at ERE.
- 20.2** The Parties declare that signing this Agreement shall be made with their free and full will and that the signature is effective for the companies which they represent.

ARTICLE 21 ANNEXES

The Additions and Annexes are integral part of this Agreement.

ARTICLE 22 FINAL PROVISIONS

- 22.1** The Additions and Annexes are part of this Agreement.

The Parties expressly undertake and promise to:

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

- a) to undertake actions that are reasonable, with honesty, consistency and it is important to maintain continuity of service and this existing Agreement;
- b) mediate and amend this Agreement if it will be necessary as result of amendments on the Law and the regulations;

Tirana, ___ / ___ / ___

On behalf and for the
account of
OSHEE company

Administrator
of
OSHEE
company

On behalf and for the account of the
Supplier _____

Administrator of the Supplier (S)

ANNEX 1

1. ERE Board Decision no. ____ dated __.__.____ “On issuing the license as the Supplier of the company _____”;
2. ERE Board Decision no. 96, dated 27.10.2014 “On licensing the “Electricity Distribution Operator company”, in electricity distribution activity;

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

ANNEX 2

Form for Notifying the Contracts signed between the Supplier and the End-use customer

1. Identification of the contracted parties: the Supplier _____ (S) and the End – use customer
2. Delivery/withdrawal points:
3. Duration of the contract: (beginning of the contract. __
4. Contracted quantities:

Metering Point (ormer Annex 5)

<u>End use customer</u>	<u>Substation and/or Feeder</u>	<u>Code of the Metering Point at OSHEE System</u>

-
1. Red color the amendments with ERE Board Decision no. 58, dated 15.04.2019
 2. Blue color the amendments with ERE Board Decision no. 91/2019

ANNEX 2.1

Form for Notification of the contracts settled between the Supplier and the End Use Customer Unilateral/Bilateral

1. Identification of the contracted parties: Supplier _____ and End-use Customer
2. Delivery/withdrawal points:
3. Duration of the contract: (beginning of the contract. ___
4. Contracted quantities:

ANNEX 3

Conditions for electricity distribution

OSHEE and the supplier (S) _____ shall implement the Market Rules, Distribution Code, Metering Code, the Regulation on minimal conditions for the quality of electricity distribution and sale service as well as the obligations provided on this Agreement.

OSHEE shall deliver electricity, according to the nominated schedules, on electricity security of supply parameters and the quality parameters of this electricity in electricity delivery points according to the specifications and parameters given in the Distribution Code.

OSHEE shall apply on the obligations invoice of the Supplier (S) _____ for the distributed electricity, the payments/tariffs approved by ERE, which are approved and become effective over the time of implementing this Agreement.

The Supplier_(S)_____ undertakes the obligation to implement the guidelines and requirements given by TSO, concerning the dispatching of the Power System.

_The supplier (S) _____undertakes to inform not later than 10 days in advance OSHEE company for the amendments in the scheme giving rise to significant amendments of the request in one/some delivery points of the Distribution System.

ANNEX 4

Metering, reconciliations, etc

Metering of electricity distributed in the Distribution System by OSHEE, for the account of the Supplier (S) _____, shall be on the point/points defined on Annex 2 of this Agreement.

The installation, administration, renewal, inspection and verification of metering equipment's are regulated pursuant to the definitions of the Distribution Code and other legal acts/regulations in force.

For the End-use Customers equipped with intelligent metering systems, the metering of electricity shall be made by TSO/MO, for each hour of the day, from 00.00 until 24.00, with the equipment, standards and rules defined in the Metering Code. The metering /consumption shall be sent to the Supplier (S) _____ any day for the end use customer with whom he has signed a contract.

For end use customer equipped with conventional metering systems, electricity metering shall be by OSHEE company on the last day of the supply month, with the equipment's, standards and rules defined in the Metering Code. The invoice of mutual obligations between the Parties to the agreement, shall be made on monthly invoices based on hourly measurements for the end-use customer equipped with intelligent metering systems as well as on monthly basis for the end-use customer equipped with conventional measurement systems.

TSO/OSHEE shall provide any additional information from the metering system in accordance with the request of Supplier (S) _____. Reconciliation of the metering data between the Parties is an obligation preceding the invoicing and terms process of monthly obligations between the Parties and shall be on terms and in accordance with the Market Rules.

Since the telemetering system, because of technology may face failures of data transmission from the meter on the metering center server, but not failures of registration data in the memory of the meter itself, such failures are very rare and short on time, and are informed, signalized automatically by the metering system itself, then the hourly/daily data that shall be communicated by the metering/ market operator, when accompanied by a presence note of partial failures at the respective metering point shall be considered as operating data (not final, valid for invoicing) that serve to all market participants to evaluate its position, regarding electricity consumption.

The not transmitted data (metering's) stored in the memory of the respective meter, shall be withdrawn with manual intervention and shall be transmitted on the respective server at the center while maintaining their identity, (respective hour),

enabling the updating of the table hourly measurements. These data on hourly basis (updated in case of appearance of failures) shall serve as basis for calculating the energy balance, the invoice etc.