

**AGREEMENT**  
**FOR PARTICIPATION ON THE ALBANIAN POWER EXCHANGE**

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Between,

Albanian Power Exchange, a company performing the licensing activity by ERE, holding license no. \_\_\_\_\_, with headquarters in Albania address: \_\_\_\_\_, registered on the Commercial Register (National Registration Center), with decision no, \_\_\_\_\_ dated \_\_\_\_\_ represented by XXX – company’s Administrator, hereinafter referred to as OPERATOR

And

“the Entrepreneur” , registered as a legal person at National Registration Center on date \_\_\_/\_\_\_/\_\_\_ with headquarters in Albania, address: (the address; Country; State) with VAT ID no. \_\_\_\_\_, represented by \_\_\_\_\_ the administrator of the company, hereinafter referred to as the Participant.

**I. General Terms**

1. Albanian Power Exchange (APE) licensed for organizing a power exchange for electricity, as the power exchange operator, organizes the power exchange for electricity.
2. Upon concluding of this agreement (hereinafter referred to as the Agreement) the Participant shall obtain the right to conclude transactions on the power exchange for electricity, which shall be subject to settlement.
3. The rights and the obligations of the Participant referring to trading on the power exchange, are provided for in this Agreement and in the Trading Rules and all its annexes and the APE tariffs (hereinafter referred to as Power Exchange Rules).

4. The Participant hereby accepts to be bound by the Power Exchange Rules, which are considered as part of this agreement.
5. The terms and the deadlines set in the Power Exchange Rules are also incorporated on this agreement.

## **II. Power Exchange Rules**

1. Power Exchange Rules approved by ERE are part of this agreement.
2. By signing this agreement, the Participant agrees to conform its actions to the conditions and requirements set in the Power Exchange Rules. In case of conflict between the Power Exchange Rules and the Agreement, the Power Exchange Rules shall prevail.
3. The Participant accepts that the Power Exchange Rules adopted by ERE are controlled and approved by APE and that APE shall have the right to impose the provisions of these rules on the participant.
4. All participants that have existing bilateral long term contracts and similar agreements shall register them in conformity with the information requests submitted by the Albanian Power Exchange within three months from the execution of this agreement.
5. The participants shall provide sufficient collateral guarantee to cover its exposure in the market regarding the transactions according to the Market Rules.
6. The purpose of the permitted transactions for the participant in the market shall be defined on Annex 1 of the Market Rules – Products Specifications.
7. The Albanian Power Exchange shall issue invoices for the following elements connected with the electricity exchange through the operated market from the one for:
  - ✓ The Power Exchange services and the participation in the market;
  - ✓ The traded electricity;
  - ✓ For the penalties, as they are applied for the transactions, according to the Market Rules; and
  - ✓ For the collected interest from the delayed payments.
8. The exchange of information regarding the bidding process and defining the price as well as all processes of financial solution, including guarantees shall be defined in the Information Exchange Rules that shall be drafted later by the Market Operator.

## **III. Representation**

### **Representation by the Participants**

1. Upon concluding this agreement, the Participant guarantees to APE that:

- a. All necessary actions have been undertaken to take the authorization upon signing this agreement, which are adopted in the Power Exchange Rules; and
  - b. Signing this agreement, completed with the Power Exchange Rules, does not violate: any law, rule, regulation, agreement or document binding upon or applicable to the participant.
2. The Participant accepts that it has an obligation to notify APE if the rules of point 9 are violated.

#### **IV Representation by APE**

1. Upon concluding this agreement APE guarantees to the Participant that:
  - a. All necessary actions have been undertaken to take the authorization after signing this agreement, which are described by the Power Exchange Rules; and
  - b. Signing this agreement, completed with the Power Exchange Rules, does not violate: any law, rule, regulation, agreement or document binding upon or applicable to the participant.

#### **V Confidentiality**

1. APE guarantees that no third party shall have access or acquire information on issues related to the business or personal affairs of the Participant, which has become known in connection with transactions concluded on the power exchange market by the participant. APE shall not use such information for purposes other than the described ones.
2. The Participant shall guarantee that no third party shall have access or acquire confidential information concerning the activity, agreements, customers, clients or suppliers of APE.
3. The confidentiality obligation is not terminated upon termination or amendment in the terms and nature of legal labor agreement between the Operator and its employees or the persons having right of access to confidential information pursuant to a civil or other contract.
4. The confidentiality agreement does not concern information, which is or has become public not due to violation of confidentiality obligations pursuant to this agreement.
5. The confidentiality obligation does not limit the Operator to take information by the Regulator Authority where this is required by the law.
6. The Participant admits the ownership right of the Operator on the business information as well as its right to dispose with it in accordance with the terms and requirements of the Power Exchange Rules.
7. Concluding this Agreement and any temporary or final termination hereto does not fall within the scope of the confidentiality obligation.

## **VI Amendment of the Agreement**

1. Amendments to this agreement require the written agreement by both parties.
2. Irrespective of Article 1, Chapter VI, of this agreement, APE may amend the Power Exchange Rules in accordance with the terms stipulated therein.
3. Each amendment of the Power Exchange Rules following the approval by ERE and the termination of this agreement becomes part of it and are applicable for both parties.

## **VII Termination of the Agreement**

1. Each participant may terminate this agreement with a notification letter in conformity with the Power Exchange Rules.
2. Termination or conclusion of this Agreement due to non-fulfillment of obligations by one of the parties is described in the Power Exchange Rules.

## **VIII Severability**

1. Invalidity of any of the clauses of this agreement does not lead to invalidity of any other clause or invalidity of all of the agreement.

## **IX Applicable Law**

1. Any claims, disputes or differences which may arise out of or in connection with this Agreement, including any issue regarding its existence, validity or termination shall be settled in accordance with effective Albanian law.
2. Each party finally waives any objection it may now or later have regarding the place of any proceedings in Albanian courts and it also accepts that a decision taken in Albanian courts shall be final and mandatory for the Parties.

IN WITNESS OF THEIR AGREEMENT each Party has caused its authorized representative to execute this agreement effective as of the date of signature by both Parties.

This agreement is drafted in (4) originals, two (2) in English and two (2) in Albanian language, and each Party shall keep two (2) copies, one (1) in each language. In each case for interpretation of this document, the referring language shall be considered the one that the parties select as the reference language

**For and on behalf of the Participant**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date:

**For and on behalf of Albanian Power Exchange**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date:

Applications as integral part of this agreement:

1. Information about the persons responsible for trading and settlement on behalf of trading participant.
2. Initial collateral.
3. Declaration for netting of obligations.

4. Declaration for consent to receive electronic invoices.

**Notice:**

The agreement is signed by the company's representative in accordance with the certificate for registration submitted under the registration process. The operator could also require additional information in case that the participant is not registered in the Albanian commerce register and therefore is not in a position to submit the necessary certificate of registration.