



REPUBLIKA E SHQIPËRISË
ENERGY REGULATORY AUTHORITY
BOARD

DECISION

No. 106, Dated 23.03.2023

ON

APPROVING SOME ADDITIONS IN THE ELECTRICITY MARKET RULES APPROVED WITH
ERE BOARD DECISION NO. 347, DATED 27.12.2022

Based on article 16;18, point 1, letter “a” and “dh”, article 19 letter “a”, article 57 and 98 of Law no. 43/2015 “On Power Sector”, as amended; Council of Ministers Decision no. 519, dated 13.07.2016 “On approving the electricity market model” as well as article 26 of the Regulation for ERE Organization, Operation and Procedures, approved with ERE Board decision no. 96, dated 17.06.2016; ERE Board on their meeting dated 23.03.2023, after reviewing the report Protocol no. 1097/1, dated 21.03.2023 prepared by the Working Group “On approving some additions in the electricity market rules, approved with ERE Board decision no.347, dated 27.12.2022”,

Observed that:

- ERE Board with decision no. 347, dated 27.12.2022, decided to approve the Electricity Market Rules (ALPEX rules, definitions, trading procedure as well as clearing and settlement procedure).
- With the approval of these rules and the forecast of ALPEX company for the start of the go-live operational phase of the Albanian Power Exchange - ALPEX company on 31.03.2023, there is a need to approve some additions to these rules, in order to clarify some of the procedures provided for in them. For this purpose, ALPEX company with official letters Protocol no. 253, 254, 255, 256, 257 dated 03.11.2022 and Protocol no. 263 dated 15.11.2022, submitted at ERE some proposals for the approval of some additional documents which have been published for consultation on ERE website.
- Following ERE Board decision no. 272, dated 27.10.2022 on opening the procedures for the approval of the electricity market rules and ERE board decision no. 347, dated 27.12.2022 for their approval, the Working Group, after reviewing these proposals, evaluated that the proposals received from ALPEX company shall be treated as additions in the form of annexes to the "Electricity Market Rules", approved with ERE board decision no. 347, dated 27.12.2022, in order to not affect the operation of the approved rules, because some of the annexes shall be valid for a transitional period and may be subject to change from time to time.

- On 21.02.2023, ERE held a hearing session as a continuation of the public consultation process within the framework of the approval of the market rules, to conclude on these proposals presented by ALPEX company, with the representatives of ALPEX company and interested parties. In this hearing session, only the Albanian Association of Electricity Suppliers participated from the interested parties.
- It results that, with the submission from ALPEX company of the final drafts of these proposals on 06.03.2023 and the Albanian Association of Electricity Suppliers (AAES) has confirmed through electronic communications the agreement with their content. The same Rules were submitted for approval to the Energy Regulatory Office (ZRRE) of Kosovo, which is expected to approve these additions during the month of March 2023. The additions proposed by ALPEX company are handled within 7 (seven) annexes as listed below, which were part of public consultations with the interested parties and ERE with ERE Board decision, no. 272 dated 27.10.2022 and are an integral part of the electricity market rules approved with ERE board decision no. 347/2022.
 - Annex no.1 which includes the *Membership agreement on Albanian Power Exchange*, which consists of 15 points and aims to regulate the relations between the parties as well as the rights and obligations of each of them at the time of their membership in the Albanian Power Exchange.
 - Annex no.2 includes the *minimum and maximum prices of the products/orders for the day ahead market auctions*.
 - Annex no. 3 includes the *portfolios of the power exchange members that shall be handled with prior price receiving products/orders (for the sale / purchase) and their listing according to the priorities in the auction markets of the day ahead and intraday on the albanian power exchange*.
 - Annex no. 4 includes the *rule on defining the winning orders/products in the case when the grouped segment of the sale/purchase products/orders shall be partially accepted*.
 - Annex no. 5 includes the *allocation of specific portfolio on the albanian power exchange for the generators with installed capacity equal or bigger than 5 mw*.
 - Annex no. 6 includes the *trading of the contracts signed between two market participants out of the exchange (over the counter - otc) at the albanian power exchange, between the companies that it is not set the public service obligation*.
 - Annex no. 7 includes the *products and the types of products/orders that shall be primarily traded on the albanian power exchange*.

For all of the above mentioned, ERE Board

Decided:

1. To approve some additions under the name annexes (as attached and an integral part of the Rules) in the Electricity Market Rules, approved with ERE Board decision no. 347, dated 27.12.2022, as follows:

Annex no.1- the Membership agreement on Albanian Power Exchange.

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Annex no.2- the minimum and maximum prices of the products/orders for the day ahead market auctions.

Annex no.3- the portfolios of the power exchange members that shall be handled with prior price receiving products/orders (for the sale / purchase) and their listing according to the priorities in the auction markets of the day ahead and intraday on the albanian power exchange.

Annex no.4- the rule on defining the winning orders/products in the case when the grouped segment of the sale/purchase products/orders shall be partially accepted.

Annex no.5- the allocation of specific portfolio on the albanian power exchange for the generators with installed capacity equal or bigger than 5 mw.

Annex no.6- the trading of the contracts signed between two market participants out of the exchange (over the counter - otc) at the albanian power exchange, between the companies that it is not set the public service obligation.

Annex no.7- the products and the types of products/orders that shall be primarily traded on the albanian power exchange.

2. Annex no. 1,2,3,4,5,6 and 7 shall be attached to this decision.
3. The Legal Directory shall inform the Albanian Power Exchange-ALPEX company, the Ministry of Infrastructure and Energy, AAES and the interested parties about ERE Board decision.

This decision enters immediately into force.

Any party involved in this procedure may request from ERE, - within 7 calendar days from the date of the decision, to review the board decision if it has provided new evidence that could lead the board to obtain a decision different from the previous one or for material errors ascertained. This decision can be appealed in the Administrative Court of Tirana, within 30 calendar days from the day of publication in the Official Gazette.

This decision shall be published on the Official Gazette.

ERE CHAIRMAN

Petrit AHMETI

ELECTRICITY MARKET RULES

ANNEX No. 1

MEMBERSHIP AGREEMENT ON ALBANIAN POWER EXCHANGE FOR THE ALBANIAN MARKET

between

ALPEX and

**XXXX (name of the Exchange
Member)**

PARTIES

This Membership Agreement on the Exchange (as follows: **the Agreement**) is signed on the latest date as defined on the signature page, from and between

1. ALBANIAN POWER EXCHANGE, an entity that is organized according to the Albanian legislation, with its premises on Liman Kaba Street, Olympic Residence, 3rd stairs, 1st floor, office no. 1, Tirana, Albania, and registered at the National Business Center, NIPT number M02223006B (as follows: ALPEX), legally represented from Mr. Sokol Dishnica.

and

2. XXX (The data of the Membership Exchange)

jointly referred as “Parties” and separately as the “Party”.

The Agreement between the Parties shall be regulated by this Agreement and the documents referred on it.

1. Priority of the Documents:

- 1.1 The documents that form the contractual agreement shall be mutually explanatory to one another. For the purpose of interpretation, as stated in the General Conditions of the Electricity Market Rules, the priority of the documents shall be as follows (jointly referred to hereinafter as the '**Documents**'):"
 - a) Electricity Market Rules – General Conditions;
 - b) The procedures as defined on the Electricity Market Rules – General Conditions;
 - c) Membership Exchange Agreement; and
 - d) Framenwork Agreement for the Clearing.

2. DEFINITIONS AND INTERPRETATION

- 2.1. As defined on this agreement, except of the cases when differently expressed or the context requires it different, the following terms shall have the meaning given on the Definitions of the Electricity Market Rules, singular (when necessary) shall include the plural or vice versa.

3. GENERAL

- 3.1 ALPEX is the responsible operator to manage and administer the electricity markets of the Day Ahead and Within the same Day (Intraday) (ALPEX markets) in Albania based on License no. 525, Series no. O22, of date 29.09.2022 issued from ERE, according to the Electricity Market Rules – General Conditions and the Elecricity Marker Rules – Procedures.
- 3.2 According to the Electricity Market Rules – the General Conditions, any Exchange Member shall sign an Agreement with ALPEX to perform the Trading and the transactions related to it, in one or each of the ALPEX markets.

- 3.3 With the signature of this Agreement, the Exchange Member has the right to perform Tradings and Transactions in ALPEX markets. Trading and transactions are subject of the provisions of the Documents.
- 3.4 In signing this Agreement, the Exchange Member agrees to be subject of the, and to fulfill the obligations arising from the Documents set out in clause 1.1 of this Agreement, as amended from time to time by ALPEX, as well as by any decision of any nature (including technical decisions), measure, act, and/or document approved or issued by ALPEX based on, in the implementation of, or referred to in, these Documents.
- 3.5 The access rights of the Exchange Member on ALPEX Markets are defined on Annex 1 of this Agreement.
- 3.6 The Exchange Member expressly acknowledges and recognizes that all relevant Trades and Transactions, concerning sales and purchases, payments and deliveries, transfer of electricity title, and all rights and obligations related to such transactions, are established and finalized, and for this reason become binding on the parties to the transaction, through the conduct of auctions or through the matching of Orders in Continuous Trading as well as through notification from ETSS to EMCS of this match, thereby establishing an enforceable Contract according to the provisions of the Electricity Market Rules - General Conditions and Electricity Market Rules - Procedures.
- 3.7 The Exchange Member agrees to pay any fixed fee, variable fee, late interest, or any applicable tax as per legal provisions, depending on the case, that is stipulated or determined based on the provisions of the Documents;
- 3.8 The Exchange Member undertakes that during this Agreement shall be engaged on the Trading and Transactions procedures only for the appropriately trained and certified staff, according to the requirements of the Documents;
- 3.9 The Exchange Member agrees to establish, register and perfects for ALPEX all the rights necessary that are issued in favor of the third parties, over the collateral and the margin as provided on these Documents;
- 3.10 The Exchange Member agrees and authorizes ALPEX or its General Member of Clearing to apply any netting or compensation for the financial obligations of the Exchange Member deriving from its transactions;
- 3.11 The Parties agree that the payment between them as result of the transactions performed in ALPEX Markets, despite on which market segment are connected, shall be liquidated by the compensation of the mutual payments and liquidations;
- 3.12 The Exchange Member accepts that, to have access to the ALPEX markets, shall comply and shall be according to all requirements of the Albanian legislation, the provisions of the Energy Regulator framework, the Documents, as well as the requirements connected with trading requirements and all respective obligations, defined on the Documents and on this Agreement;
- 3.13 ALPEX accepts to provide the access on ALPEX Markets in conformity with the effective respective laws and regulations and specifically the respective obligations according to point 3.1 and the Documents that shall comply with the trading requirements and obligations as defined on this Agreement.
- 3.14 When the Exchange Member wants to undertake the trading through the OTC portfolio in ALPEX Markets, then the Exchange Member shall sign a specific Agreement with ALPEX

for this purpose and this agreement shall be approved in priority from the Regulatory Authority.

3.15 In case of the breach of this Agreement and the provisions of the Documents the breaching party, shall be responsible for the compensation of the damages caused to the other party, in conformity with and within the restrictions defined on this Documents.

4. EFFECTIVENESS

4.1 This Agreement shall become effective with the signature ("Commencement Date") and shall remain effective until its termination, according to Session 9 ("Termination") of this Agreement. If the parties do not sign on the same date, this Agreement shall become effective on the latest date of its signature.

5. BEHAVIOUR IN THE MARKET OF THE EXCHANGE MEMBER

5.1 Respecting the requirements for transparency during exercising the competences to monitor the Electricity Market, ALPEX has the right and is obliged to monitor and sanction any Exchange Member that does not fulfills the Regulatory Documents and requirements.

5.2 ALPEX shall have the right to publish and disclose any fact regarding the breach of the Documents from the Exchange Members.

6. DECLARATIONS

6.1. Declarations from the Exchange Member

6.1.1 The Exchange Member declares and guarantees to ALPEX that:

- a. it has been established and exists/operates in accordance with the effective laws of the country where it is incorporated, and its activities are conducted based on existing licenses and/or approvals and/or authorizations and/or permits, as applicable;"
- b. is in good status and does not have existing legal, technical, and financial circumstances, or that may exist in its trading activities, which may interfere or prevent the signing of this Agreement, compliance with and implementation of its provisions, as well as the conformity with and implementation of the provisions of the Electricity Market Rules - General Conditions and Electricity Market Rules - Procedures."
- c. all the information, statements, and commitments provided or included in the application for admission as exchange member and/or provided or attached to any other application, certification, procedure related to obtaining an approval, consent, or authorization, or as part of any other communication in any form with ALPEX, for the purpose of participating in and conducting Trading, are true, accurate, and binding;
- d. the framework clearing agreement with the Direct Clearing Member or the General Clearing Member according to the case, is connected with ALPEX in conformity with the Documents;
- e. it acknowledges and understands the characteristics of any Product and of Trading and the risks related to it;
- f. it understands the rights and obligations according to this Agreement and the participation on this Agreement shall be interpreted as the participation of a trading party

which has the contractual knowledges and information and of the industry, that a company that operates in the electricity market and a commercial activity shall have, and accepts that the contractual position on any case shall not be interpreted as a contractual customer position.

- g. has undertaken all the necessary actions to authorize the signature of this Agreement to complete the Electricity Market Rules – the General Conditions and the Electricity Market Rules – Procedures; and
 - h. the signature of this Agreement and its compatibility with this Agreement and the Electricity Market Rules – the General Conditions do not violate any obligatory or applicable law, regulation, rule, agreement, document or instrument for the Exchange Member.
- 6.1.2 The Exchange Member is considered that it accepts and repeats the Declarations and the Guarantees that are included in the Electricity Market Rules – the General Conditions.
- 6.1.3 The Exchange Member is considered that he repeats the Declarations and Guarantees according to Clauses from 6.1.1 to 6.1.3 of this Agreement every time of delivering an order, bid, request and /or any time of a Transaction and/or signs a Contract according to the Electricity Market Rules – General Conditions and the Electricity Market Rules – the Procedures. The Exchange Member accepts these declarations and guarantees, that are true and accurate, and considers them as essential conditions for the purpose and the will of ALPEX and to enter on this Agreement with the Exchange Member.
- 6.1.4 The Exchange Member accepts that he is obliged to immediately inform ALPEX if he is notified for any breach of any Declaration or Guarantee, as further provided on ALPEX Rules. The non-compliance of such a notification from the Exchange Member shall result an obligation of the Exchange Member to indemnify all costs and damages caused to ALPEX, as well as the occurrence of a Non-compliance Event or Material Non-Compliance Event, according to the case.

6.2. *Declarations from ALPEX*

- 6.2.1. By signing this Agreement, ALPEX declares and guarantees for each Exchange Member that:
- a. it has undertaken all the necessary actions to authorize the signing of this Agreement, as provided on the Electricity Market Rules – the General Conditions and the Electricity Market Rules – respective Procedures; and
 - b. the signature of this Agreement and its implementation according to this Agreement and the Electricity Market Rules – the General Conditions does not violate any law, regulation, rule or agreement, obligatory or applicable document or instrument dokument for ALPEX.

7. **CONFIDENTIALITY**

- 7.1. ALPEX shall provide that any third party shall have access to or knowledge of any issues regarding the business or the personal affairs of the Member, about which it becomes aware through the Member's transactions on ALPEX Market and ALPEX shall not use this information for the purposes other than those related to transactions in ALPEX Markets and activities related to ALPEX.”

- 7.2. The Exchange Member undertakes not to disclose any confidential information concerning ALPEX's business, affairs, clientele, customers, or other members to any person at any time.
- 7.3. Despite of other provisions of this Session 7:
- a. The Exchange Member accepts that ALPEX shall be permitted to issue information regarding the data of the trading volumes (but not their prices) to any other person or entity that advises or helps ALPEX on its operations. At the transactions that include any future transferring/sale of the business/capital, there are no restrictions regarding the given information, on the condition that these persons and entities shall be subject to the respective confidentiality obligation.
 - b. the Exchange Member acknowledges the rights of ALPEX to use and disclose the information of the Transactions as defined on the Electricity Market Rules – the General Conditions.
 - c. confidentiality obligation shall not be extended on the information that is, or is made public, due to non-violation of the confidentiality obligations of a Party according to this Law.
 - d. each Party shall be permitted to disclose any information that may be required by applicable law, a court order, or a request from any government authority or regulator within the territory where ALPEX operates; and
 - e. Any of the Party is obligated to keep confidential the fact that it has entered into this Agreement or the fact that the Agreement has ceased to exist or terminated.
- 7.4. This session shall not restrict the obligations of any Party regarding the confidentiality according to the Applicable Law.

8. AMENDMENTS ON THE AGREEMENT

- 8.1. Except as provided in paragraph 8.2 below, any amendment to this Agreement, including changes to its Annex, requires the approval of the Regulatory Authority, as appropriate.
- 8.2. Any amendment in the Electricity Market Rules and amendments to primary and secondary legislation as well as regulatory acts shall automatically apply to this Agreement, and ALPEX shall inform the Exchange Member regarding the amendments. By signing this Agreement, the Exchange Member acknowledges and agrees to the changes as per this paragraph and as per the Agreement as amended by such amendments from time to time.

9. SETTLING THE DISPUTES

9.1. Termination due to the Resignation of the Exchange Member

- 9.1.1. This Agreement may be unilaterally terminated by the Exchange Member according to the provisions for the resignation of the Exchange Member as defined at the Documents;

9.2. Termination from ALPEX

- 9.2.1 This Agreement may be unilaterally terminated by ALPEX-i:

a) any time that ALPEX issues a Final Order, according to the Documents;

9.3. On each case, if the termination is caused due to the breach of this Agreement and the provisions of the Documents, the breaching party shall be responsible for the compensation of the damages caused to the other party, according and within the restrictions defined on the Documents.

10. FORCE MAJEURE

10.1. Any of the party shall be responsible for full or partial failure, or delay in performing the tasks according to this Agreement (despite of the delay in paying the due liabilities) in the measures that the damages or the delays caused by the Force Majeure, including: without restrictions, the failure of the Party, or any other party that acts on its name, to essentially comply with its performance obligations according to this Agreement.

10.2. The affected party from the Force Majeure shall use the reasonable attempts to mitigate its impact at the Agreement and to comply its obligations according to the Agreement, but not violating the right of each party to terminate the Agreement according to Session 8 above.

10.3. As a condition for claiming non-liability, the Party experiencing difficulties in implementation shall provide immediate written notice to the other Party, with full details following the occurrence of the cause it relies upon. The dates on which performance obligations are planned to be fulfilled shall be extended for a period equal to the time lost due to any such delay caused.

11. MISCELLANEOUS

11.1. Notifications

11.1.1. Any notification that is required according to this Agreement or the Electricity Market Rules – General Conditions and the Electricity Market Rules – the Procedures from the Exchange Member shall be issued in the written form from the Parties or the authorized representatives of the parties, authorized representatives of ALPEX, except of the cases when provided otherwise on Electricity Market Rules – the General Conditions and the Electricity Market Rules – the Procedures.

11.2. Full agreement

11.2.1. This Agreement and the Documents that constitute the entire agreement between ALPEX and the Exchange Member regarding the subject matter of this Agreement and the Documents, and they substitute any prior agreements or understandings between them concerning this matter."

11.2.2. ALPEX and the Exchange Member each accept that, regarding this Agreement, they are not supported and shall not have the right or the legal means regarding any declaration, representation, safety or guarantee except as expressly provided on this Agreement and the Documents.

11.2.3. Anyone on this session shall not restrict or exclude any responsibility of the Parties for fraud.

11.3. Severance

11.3.1. In case one or more provisions of this Agreement for any reason shall be considered invalid, illegal or not applicable, the remaining provisions shall remain valid and applicable.

11.4. *Assignment*

11.4.1. The Exchange Member may not transfer, substitute, assign this Agreement or any right deriving from this Agreement or according to the Documents without the prior written consent of ALPEX-it.

11.5. *Copies*

11.5.1. This Agreement may be executed in a number of copies and each of them when executed shall compose an original copy of this Agreement, but all copies together compose the same Agreement.

11.5.2. This Agreement is signed on the Albanian or English language. Integral part of this Agreement is the Electricity Market Rules – the General Conditions and the Electricity Market Rules – the Procedures.

11.6. *Waiver*

11.6.1. Any failure or delay of one Party that exercises any right or legal means provided according to this Agreement or by the Law, shall not constitute the waiver from that or any right or any other legal means.

12. COMMUNICATIONS

12.1. Any communication between the parties, regarding the implementation of this Agreement, shall be send in the written form; by the means defined on Article 12.2 of this Agreement.

12.2. The communication between the parties shall be performed by phone or e-mail, on the condition that there shall be a written notification of the receipt.

12.3. The Responsible Person for Trading is the person defined from the Exchange Member to represent on the name of the Exchange Member at ALPEX. The Responsible Person for Trading shall inform the Exchange Member on each case about the issue regarding ALPEX. He/she shall act as the contact person for all of the communication between the parties. The Exchange Member may amend the Responsible Person for Trading by a written notification for ALPEX.

12.4. According to Electricity Market Rules – the General Conditions, the Exchange Members on ALPEX Markets where he/she participates, on the condition to be approved by ALPEX, the approval shall not be stopped in an unreasonable way. The Certified Trading Member may also be the same person as the Responsible Person for Trading and shall be registered on Annex 2 of this Agreement. The Exchange Member shall ensure that the Certified Trading Agent shall authorize ALPEX to comply and handle the personal data subject to the respective authorization issued by ALPEX for this purpose.

13. THE RIGHTS OF ALPEX FOR SUSPENDING THE EXCHANGE MEMBER FROM ALPEX MARKETS

- 13.1. ALPEX shall maintain the right to suspend the Exchange Member from ALPEX-Markets if:
- (i) it is instructed by an instruction from ERE and/or the TSO company to suspend the Member;
 - (ii) the Exchange Member breached the main obligations according to the Documents or this Agreement.

14. THE SELECTION OF THE LAW

- 14.1. This Agreement shall be directed by, interpreted and becomes effective according to the Albanian legislation.

15. SETTLEMENT OF THE DISPUTES

- 15.1 Each party shall have the right to initiate the procedures of settling the Disputes according to the Electricity Market Rules – the General Conditions, regarding the disputes related to the issues deriving from the interpretation and the compliance of the rights and obligations of this Agreement.
- 15.2 If the parties fail to reach a solution for the Dispute within the Calenda of Settlement Process of this Agreement according to the Electricity Market Rules, this Dispute shall be sent for review to the respective Regulatory Authority and shall be reviewed according to the procedures defined on the “Regulation for handling the complaints, submitted from the customers and for settling the disputes between the licensees, in power and natural gas sectors”.
- 15.3 The parties agree that only after there are exhausted the procedures according to 15.1 and 15.2 they shall submit the dispute to the competent courts of Tirana which have final executive jurisdiction to settle any claim, dispute or differentiation that may be born or regarding this Agreement, including any question regarding its existence, validity or termination.
- 15.4 Each party may irrevocably waive from any objection that it may hereinafter define the location of any process in Albania and any claim that such a process is held in an unsuitable court, and then accepts in an irrevocable way that the judgement in any submitted procedure to the Albanian courts may be final and binding for this Party and may be implemented to the courts of any other jurisdiction according to the legislation of that jurisdiction.

* * *

IN THE EVIDENCE OF THEIR AGREEMENT each of the Parties authorized its representative in executing this Agreement, which shall become effective on the date that it is signed by both Parties.

This Agreement is drafted in two (2) original copies on the selected language and each Party shall keep one (1).

For and on the name of the Exchange Member

_____ Signature and seal	_____ Name and position (in capital letters)
_____ Country	Signature date: _____

For and on the name of ALPEX

_____ Signature and seal	_____ Name and position (in capital letters)
_____ Country	Signature date: _____

Annex 1: Day Ahead Market Portfolio and the Authorizations of the Clearing and Trading Members

Annex 2: Responsible person for trading the Exchange Member

1. Responsible person for trading the Exchange Member

		Alternative contact
Full name		
Phone numbers of the business.		
Email address of the business		
Fax numbers of the business.		

2. Certified Trading Agent of the Exchange Member

		Alternative contact
Full name		
Phone numbers of the business.		
Email address of the business		

Fax numbers of the business.		
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ELECTRICITY MARKET RULES

ANNEX NO. 2

MINIMUM AND MAXIMUM PRICES OF THE PRODUCTS/ORDERS FOR THE DAY AHEAD MARKET AUCTIONS.

1. Minimum permitted price for the Day Ahead Market Auction shall be: **-500€/MWh**
2. Maximum permitted price for the Day Ahead Market Auction shall be:
4,000€/MWh.

ELECTRICITY MARKET RULES

ANNEX NO. 3

PORTFOLIOS OF THE EXCHANGE MEMBERS THAT SHALL BE HANDLED WITH PRIOR PRICE RECEIVING PRODUCTS/ORDERS (FOR THE SALE / PURCHASE) AND THEIR LISTING ACCORDING TO THE PRIORITIES IN THE AUCTION MARKETS OF THE DAY AHEAD AND INTRADAY ON THE ALBANIAN POWER EXCHANGE.

Portfolios of the Exchange Members that set the Receiving Price of the Products/Orders with Prior Purchase, shall be listed according to the priorities as follows:

1. The electricity amount set according to the products/orders from the Portfolio of the Transmission System Operator company for the purchase of the losses shall be the first on the grouped curve of the purchases.
2. The electricity amount set as products/orders from the Portfolio of the Distribution System Operator company for the purchase of the losses shall be ranked the second in the grouped curve of the purchases.
3. The electricity amount set as products/orders from the Portfolio of the Universal Service Supplier company for the volumes according to the bilateral contract with the Albanian Power Corporation, in the framework of universal service obligation shall be ranked the third in the grouped curve of the purchases.
4. The electricity amount set as products/orders from the Portfolio of the Purchase Party in the bilateral contract (OTC – Over the Counter) that shall be traded on the Exchange shall be ranked the fourth in the grouped curve of the purchases.

Portfolios of the Exchange Members that shall set the Receiving products/orders of the Sale Priority Prices are listed:

1. KESH company, in the framework of completing the obligations defined from the regulatory acts, bylegal and regulatory acts to the public companies (TSO, DSO, FSHU and FTL) shall set which part of the amount or the full size of electricity generated for this obligation shall be set as Receiving Products/Orders of the Priority Sale Price through the established portfolio for this purpose.
2. The electricity amount set as Products/Orders from the Portfolio of the Renewable Resources Operator (REO)/ the Free Market Supplier company (FTL) for the sale of electricity that shall be produced from the priority producers and that shall be handled as supporting scheme (Feed – in Tariff) shall be ranked the first in the grouped curve of the sales.
3. The electricity amount set as products/orders from the Portfolio of the Albanian Power Corporation company for the sale of electricity that shall be produced in cases of obliged discharge of the cascade shall be ranked the second at the grouped curve of the sales.
4. The electricity amount set as products/orders from the generators Portfolio of the RES that shall be traded on the Exchange from the generators shall be handled with Contracts for Difference Schemes for the sale of generated electricity shall be ranked the third in the grouped curve of the sales.

ELECTRICITY MARKET RULES

ANNEX NO. 4

RULE ON DEFINING THE WINNING ORDERS/PRODUCTS IN THE CASE WHEN THE GROUPED SEGMENT OF THE SALE/PURCHASE PRODUCTS/ORDERS SHALL BE PARTIALLY ACCEPTED.

1. Defining the winner/winners, when a grouped segment of the Sale/Purchase products/orders shall be partially accepted for trading, shall be implemented according to the “first-come-first served” basis.

ELECTRICITY MARKET RULES

ANNEX NO. 5

ALLOCATION OF SPECIFIC PORTFOLIO ON THE ALBANIAN POWER EXCHANGE FOR THE GENERATORS WITH INSTALLED CAPACITY EQUAL OR BIGGER THAN 5 MW.

1. ALPEX company shall allocate specific trading portfolio for all generators with installed capacity equal or bigger than 5 MW, despite if these generation capacities may belong to the same Exchange Member (or company) that manages, administers and utilizes some generation capacities.

ELECTRICITY MARKET RULES

ANNEX NO. 6

TRADING OF THE CONTRACTS SIGNED BETWEEN TWO MARKET PARTICIPANTS OUT OF THE EXCHANGE (OVER THE COUNTER - OTC) AT THE ALBANIAN POWER EXCHANGE, BETWEEN THE COMPANIES THAT IT IS NOT SET THE PUBLIC SERVICE OBLIGATION.

1. Internal longterm bilateral contract (Over the Counter – OTC) between the companies that is not set the public service obligation, which shall be based on a financial contract, where physical energy traded through the Exchange, shall be presented for trading on the Exchange on a second moment from the commencement of optimization of Albanian Power Exchange, but not later than 29/02/2024.
2. ALPEX company after assessing that it is guaranteed the liquidity and are established the necessary conditions, shall inform in priority the Regulatory Authorities, the exchange members and the interested parties regarding the commencement of trading the contracts defined in point 1.

ELECTRICITY MARKET RULES

ANNEX NO. 7

THE PRODUCTS AND THE TYPES OF PRODUCTS/ORDERS THAT SHALL BE PRIMARYLY TRADED ON THE ALBANIAN POWER EXCHANGE

1. With the commencement of the operation of the Albanian Power Exchange, for a transitory period, but not later than 29.02.2024, shall be traded hourly products through the types of products/orders “Simple product/order”.
2. ALPEX company shall prior inform the Regulatory Authorities, the exchange members and the interested parties, at the moment of presenting the types of products of other products/orders for trading at the Albanian Power Exchange, according to the provisions at the Trading Procedure of the Electricity Market Rules.