

Agreement on connection to the Lustica Bay Closed Electric Power
Distribution System and conditions of its use

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Ugovor o priključenju na Zatvoreni distributivni sistem električne energije
Lustica Bay i uslovima njegovog korišćenja
(Name of the consumer)

A G R E E M E N T
ON CONNECTION TO THE LUSTICA BAY CLOSED
ELECTRIC POWER DISTRIBUTION SYSTEM, AND THE
CONDITIONS OF ITS USE

This Agreement on connection to the Lustica Bay Closed Electric Power Distribution System, and conditions of its use ("**Agreement**") is concluded on [●] in Tivat, between:

1. **LUŠTICA BAY ELECTRICITY COMPANY DOO**, a limited liability company incorporated and existing under the laws of Montenegro, registered with the Central Registry of the Commercial Entities in Podgorica under registration number 50857862,, tax number 03223108, with its corporate seat and its business address at business address at Novo Naselje, Radovići b.b, 85323 Tivat, Montenegro, in its capacity as Operator of Luštica Bay Closed Distribution System, represented for the purpose of this Agreement by Mrs. **Sandra Šipčić**, in her power as Executive Director, and Mr. **Mohamed AbouArab**, in his capacity as Authorized Representative (hereinafter: "**LBEC**" or "**Operator**").

2. Closed distribution system user (hereinafter: "**User**") (for natural persons);

LBEC and User, are hereinafter collectively referred to as the "**Parties**", and either of them individually as a "**Party**".

WHEREAS:

- (i) in accordance with the provisions of the Lease and Development Agreement dated 23rd October 2009 executed between the Government of Montenegro, the Municipality of Tivat and Lustica Development AD, Tivat ("**LDA**"), Lustica Development acquired the right to develop a touristic town („Lustica Bay Project ") as well as beeing granted the exclusive right to, either directly or through an affiliate, distributes and sells utilities to customers, such as electricity within the Lustica Bay Project;
- (ii) Lustica Development, for the purpose of distribution and sale of utility services to the users of the CDS (as defined below) , has established its affiliate Lustica Bay Utilities company doo Tivat;

U G O V O R
O PRIKLJUČENJU NA ZATVORENI DISTRIBUTIVNI
SISTEM ELEKTRIČNE ENERGIJE LUSTICA BAY, I
USLOVIMA NJEGOVOG KORIŠĆENJA

Ovaj Ugovor o priključenju na Zatvoreni distributivni sistem električne energije Lustica Bay I uslovima njegovog korišćenja, ("**Ugovor**"), zaključen dana [●] godine u Tivtu, između:

1. **LUŠTICA BAY ELECTRICITY COMPANY DOO TIVAT**, društvo sa ograničenom odgovornošću, koje je osnovano i postoji u skladu sa zakonima Crne Gore, registrovano u Centralnom registru Privrednih subjekata u Podgorici, pod registarskim brojem 50857862, PIB 03223108, sa sjedištem i poslovnom adresom u Novom Naselju, Radovići bb, 85323 Tivat, Crna Gora, u svojstvu Operatora Zatvorenog distributivnog sistema Luštica Bay, čiji je zastupnik za svrhu ovog Ugovora g-đa **Sandra Šipčić**, u svojstvu Izvršne direktorice i **Mohamed AbouArab**, u svojstvu Ovlašćenog zastupnika (u daljem tekstu "**LBEC**" ili "**Operator**").

2. Korisnik zatvorenog distributivnog sistema (u daljem tekstu: "**Korisnik**") (za fizička lica))

LBEC i Korisnik, u daljem tekstu se zajedno nazivaju "**Strane**", " , a svaki od njih pojedinačno "**Strana**".

BUDUĆI DA:

- (i) je, u skladu sa odredbama Ugovora o dugoročnom zakupu i izgradnji od 23. oktobra 2009. godine, koji je zaključen između Vlade Crne Gore, Opštine i društva Lustica Development AD Tivat ("**UZI**"), društvo Luštica Development je steklo pravo da gradi i razvija turistički grad ("Lustica Bay Projekat"), i kojoj je dodijeljeno ekskluzivno pravo da, bilo neposredno ili putem povezanog društva, distribuira i prodaje korisnicima komunalne usluge, kao što je električna energija u okviru Projekta Luštica Bay;
- (ii) je Lustica Development, za potrebe distribucije i prodaje komunalnih usluga korisnicima ZDS (kako je to niže definisano)

- (iii) Montenegro Energy Regulatory Agency by its Decision No. 19 / 2203-7 dated 01.08.2019. („Decision“) established the status of a closed distribution system of electric energy owned by Lustica Development AD Tivat, through which electricity is distributed within the territory of the Lustica Bay Project as defined by the Decision(“**CDS**”), appointing at the same time Lustica Bay Utilities Company doo Tivat as the operator of the Lustica Bay Closed Distribution System.
- (iv) By this Agreement, the Parties agree to define the rights and obligations of the Parties in relation to the connection to the CDS and conditions of its use.

1. SUBJECT OF THE AGREEMENT

1.1 The subject of this Agreement is:

1) the connection of the unit from category [●], **PD[●]([●])**, in the object no. 1 on Cadastral Plot no.[●], Cadastral Municipality Radovići, Municipality of Tivat, owned by User (“**Unit**”), to the CDS and the regulation of the mutual rights and obligations of the contracting parties in relation to the connection of the Unit to the CDS.

2) regulating the mutual rights and obligation of the Parties arising from the use of the infrastructure of the CDS by the User,

2. CONNECTION TO THE CLOSED ELECTRIC POWER DISTRIBUTION SYSTEM LUSTICA BAY

2.1 The Parties agree that:

1) LBEC, by Decision no.[●] dated [●], has given its consent for connection of the Apartment, owned by User, to the CDS, which is, as appendix 1, attached to this Agreement and forms an integral part thereof (“**Appendix 1**”), confirming that all prescribed conditions for such connection are fully met.

2) the regularity of the measurement point and the connection point has been attested by the report on performed internal technical inspection of the measurement point, interior and exterior connection of the User's facility, which is attached as appendix 2 to this Agreement and forms an integral part thereof (“**Appendix 2**”).

osnovala svoje povezano društvo Lustica Bay Utilities company doo Tivat;

(iii) Je Regulatorna agencija za energetiku Crne Gore, rješenjem broj 19/2203-7, od 01.08.2019. godine (“Odluka”), utvrdila status zatvorenog distributivnog sistema električne energije u vlasništvu društva Lustica Development AD Tivat, preko kojeg se distribuira električna energija na području Lustica Bay Projekat, kao je to definisano u Odluci(“**ZDS**”), imenujući istovremeno Lustica Bay Utilities Company doo Tivat za operatera Zatvorenog distributivnog sistema Lustica Bay.

(iv) Su Strane saglasne da ovim Ugovorom definišu prava i obaveze Strana u vezi sa priključenjem na ZDS i uslovima njegovog korišćenja.

1. PREDMET UGOVORA

1.1 Predmet ovog Ugovora je:

1) priključenje jedinice iz kategorije[●], **PD[●]([●])**, u objektu br. [●], na Katarstarskoj parceli br. [●], Katastarska opština Radovići, Opština Tivat u vlasništvu Korisnika (“**Jedinica**“) na ZDS i uređivanje međusobnih prava i obaveza između Strana u odnosu na priključenje Jedinice Korisnika na ZDS.

2) regulisanje međusobnih prava i obaveza Strana po osnovu korišćenja infrastrukture ZDS od strane Korisnika,

2. PRIKLJUČENJE NA ZATVORENI DISTRIBUTIVNI SISTEM ELEKTRIČNE ENERGIJE LUSTICA BAY

2.1 Strane su saglasne da je:

1) LBEC, Rješenjem broj [●] od [●] izdao svoju saglasnost na priključenje Stana u vlasništvu Korisnika na ZDS, koje je kao dodatak 1 priloženo uz ovaj Ugovor i čini njegov sastavni dio (“**Dodatak 1**”), potvrđujući da su u potpunosti ispunjeni svi propisani uslovi za takvo priključenje

2) izvještajem o izvršenom internom tehničkom pregledu mjernog mjesta, spoljašnjeg i unutrašnjeg priključka objekta Korisnika, koji je kao dodatak 2 priložen uz ovaj Ugovor i čini njegov sastavni dio (“**Dodatak 2**“) utvrđena ispravnost mjernog mjesta i priključka.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Pursuant to the provisions of this Agreement, LBEC shall have the right to:

- 1) freely access the measuring devices and installations, as well as the connection point for the purpose of reading, verifying, repairing, replacing and maintaining devices, installing and relocating the measurement points outside the facility, i.e. to the border of the property, or for the purpose of suspending the supply of power in cases when the User or tenant use electric power without authorization or fail to pay a bill for the supplied power in accordance with the defined deadlines and conditions;
- 2) charge for every additional attempt of reading, verifying, repairing, replacing and maintaining of the equipment or disconnecting from the User that prevents or interferes LBEC to access to the connection point and electric power installation;
- 3) charge the costs of control of the equipment at the User's request, if the control proves that the equipment is correct;
- 4) charge from the User the costs of non-standard service in accordance with the Rules for the functioning of the electric power CDS and the rules for the measurement of the electric power in the CDS;
- 5) claim and collect damages from the User in cases when power is used contrary to this contract, Rules for the functioning of the electric power CDS, rules for the measurement of electric power in the CDS, all in accordance with the Methodology for the calculation and charges for power taken without authorization, determined by the LBEC in its sole discretion and may be amended by LBEC from time to time. The currently applicable Methodology for Billing and Charging of Unauthorized Transferred Electricity, have been published on the official website of the Operator <https://lbec.me/>.
- 6) check the status of the protection system configuration and, if necessary, order the adjustment of the configuration parameters;
- 7) limit the power, consumption and voltage with the aim of avoiding operating problems in the CDS (in its entirety or in individual parts), which at the same time will not discriminate against the User, with the previously delivered notification to the User, in the manner specified in this Agreement;

3. PRAVA i OBAVEZE UGOVORNIH STRANA

3.1 U skladu sa odredbama ovog Ugovora, LBEC ima pravo da:

- 1) nesmetano pristupi mjernim uređajima i instalacijama, kao i mjestu priključka radi očitavanja, provjere ispravnosti, otklanjanja kvarova, zamjene i održavanja uređaja, ugradnje i izmještanja mjernih mjesta van objekta tj. na granicu vlasništva, ili obustave isporuke energije u slučajevima kada Korisnik ili stanar neovlašteno koristi električnu energiju ili ne plati račun za isporučenu električnu energiju u skladu sa utvrđenim rokovima i uslovima;
- 2) naplati troškove za svaki naknadni pokušaj očitavanja, kontrole, zamjene mjerne opreme ili isključenja od Korisnika koji spriječava ili ometa LBEC pristup mjernom priključnom mjestu i električnoj instalaciji;
- 3) naplati troškove kontrole mjerne opreme po zahtjevu Korisnika, ako kontrola pokaže da je mjerna oprema ispravna;
- 4) naplati od Korisnika nestandardne usluge u skladu sa Pravilima za funkcionisanje ZDS i pravilima mjerenja u ZDS;
- 5) zahtijeva i naplati štetu od Korisnika u slučajevima korišćenja električne energije protivno ovom Ugovoru, Pravilima za funkcionisanje ZDS, pravilima mjerenja električne energije u ZDS, a u skladu sa Metodologijom za obračunavanje i naplatu neovlašteno preuzete električne energije, koju po sopstvenom nadždenju utvrđuje LBEC i koju s vremena na vrijeme LBEC može mijenjati. Trenutno važeća Metodologija za obračunavanje i naplatu neovlašteno preuzete električne energije, objavljena su na zvaničnom web site-u Operatora <https://lbec.me/>;
- 6) kontroliše stanje podešenosti sistema zaštite ZDS i po potrebi nalaže usklađivanje parametara podešenosti;
- 7) izvrši ograničenje snage, potrošnje i napona sa ciljem da se izbjegnu operativni problemi u ZDS (u cjelini ili u pojedinim djelovima), a da pri tom ne dođe do diskriminisanja Korisnika, uz prethodno dostavljeno obavještenje Korisniku, na način utvrđen ovim Ugovorom;

8) terminate the Agreement in the events of non-compliance with the provisions of the Energy Law, the Rules for the functioning of the CDS and the rules for the measurement in the CDS and this Agreement;

9) exclude the User's facility from the CDS in cases prescribed by the Law and the acts adopted in accordance with the Law;

10) exclude the Unit from the CDS if the User refuses to turn off the devices he is using, whose impact on the system is not in accordance with at least one national standard for the field of electrical engineering, and especially when the operation of such devices obstructs the functioning of any part of the CDS or other users;

11) unilaterally, without the notice period, terminate the Agreement in the events prescribed by the Article 5.10 of this Agreement;

12) other rights stipulated by the Energy Law, other relevant laws and and by-law regulations approved or enacted by the Energy Regulatory Agency;

13) if for any reason the monthly meter reading has not been performed (unavailable measurement point, the User has not submitted the reading, a fault of the measuring device, Force Majeure, etc.), assess the consumption on the basis of the consumption achieved and the power calculated in the corresponding period of the previous year, or according to the average annual consumption and the power achieved for the same consumption category, provided that a correction will be made in the next billing period.

14) charge the User a connection fee to enable the User to connect to the CDS ("Connection Fee"). The applicable methodology of charging the Connection Fee has been published on the official website of the Operator <https://lbec.me/>.

3.2 LBEC shall be obliged to:

1) conduct the connection of the User's facility in the manner and under the conditions defined in the Decision on the issuance of consent for connection, immediately after the execution of this Agreement and at the latest within two (2) calendar from the the day of concluding this Agreement, ensuring for the entire term of this Agreement the unrestricted right of the User to choose the supplier;

2) The competent operator of the system to which the CDS is connected, duly and timely

8) raskine Ugovor u slučajevima nepoštovanja odredbi Zakona o energetici, Pravila za funkcionisanje ZDS, Pravila mjerenja u ZDS i ovog ugovora;

9) isključi objekat Korisnika sa ZDS u slučajevima predviđenim Zakonom i aktima donijetim u skladu sa Zakonom;

10) isključi Jedinicu Korisnika sa ZDS kada Korisnik, uz prethodno upućen zahtjev od strane Opetarora, odbije da isključi uređaje koje koristi, a čije djelovanje na ZDS nije u skladu sa najmanje jednim nacionalnim standardom za oblast elektrotehnike, a naročito kada rad takvih uređaja ometa rad bilo kojeg dijela ZDS ili drugih korisnika;

11) jednostrano, bez otkaznog roka, raskine Ugovor u slučajevima predviđenim članom 5.10 ovog Ugovora.

12) druga prava koja su propisana Zakonom o energetici, drugim relevantnim zakonima i podzakonskim propisima koje je odobrila ili donijela Regulatorna agencija za energetiku

13) da ukoliko iz bilo kog razloga nije izvršeno mjesečno očitavanje brojila (nedostupno mjerno mjesto, Korisnik nije dostavio stanje, kvar na mjernom uređaju, Viša Sila i dr.), izvrši procjenu potrošnje prema ostvarenoj potrošnji i obračunatoj snazi u istom periodu prethodne godine, ili prema prosječnoj godišnjoj potrošnji i ostvarenoj snazi za istu kategoriju potrošnje, a da se korekcija izvrši u narednom obračunskom periodu.

14) naplati korisničku naknadu za povezivanje, kako bi se Korisniku omogućilo povezivanje na ZDS („Naknada za povezivanje“). Primenljiva metodologija naplate naknade za priključenje objavljena je na zvaničnoj veb stranici Operatera <https://lbec.me/>.

3.2 LBEC je dužan da:

1) obezbijedi priključenje objekta Korisnika izvrši na način i pod uslovima utvrđenim u Rješenju o izdavanju saglasnosti za priključenje, neposredno nakon zaključenja ovog Ugovora a najkasnije u roku od dva (2) kalendarska dana od dana zaključenja ovog Ugovora obezbjeđujući tokom čitavog perioda trajanja ovog Ugovora, neograničeno pravo Korisnika na izbor snabdjevača;

2) Nadležnom operatoru sistema na koji je ZDS priključen, uredno i blagovremeno plaća naknadu

pays a fee for the use of the transmission and/or distribution system for undisturbed functioning of the CDS;

3) eliminate the cause of the interruption as soon as possible and reconnect the Unit owned by the User in case of an interruption in the supply due to a fault of the CDS,

4) provide User with the information 24 hours in advance about all planned supply interruptions through the email referred to in Article 7 of this Agreement;

5) take responsibility for the damages suffered by the User because of unduly performed works on the connection of the User's facility to the CDS, as well as any other damages incurred through the Operator's fault;

6) maintain the measuring device at its own expense and measure the supplied electric power;

7) ensure the keeping of confidential information and data on the User pursuant to the law;

8) timely inform the User about measures taken to reduce the supply of electric power with the aim of avoiding operating problems in the transmission and CDS;

9) ensure the exchange of information regarding the manipulations or events in the transmission or distribution system or the User's system which could have an operating impact on their operation;

10) test, track and monitor the impact of the operation of the user's electrical devices on the power CDS;

11) issue approvals and instructions on safety measures that need to be taken in case some work is being done on parts of the CDS or the User's system at the connection point or on some other location, when such work could affect the safety in the contracting parties' systems;

12) ensure the safety and quality of electric power, in accordance with the Rules for the functioning of the CDS and the Rules on the minimum quality of electric power delivery and supply, which in sole discretion is determined by the LBEC and may be amended by LBEC from time to time. The currently applicable Rules for the functioning of the CDS and the Rules on the minimum quality of electric power delivery and supply, have been published on the official website of the Operator <https://lbec.me/>;

13) maintain the connection if it is its asset or if a maintenance agreement has been concluded with the User.

za korišćenje prenosnog i/ili distributivnog sistema radi nesmetanog funkcionisanja ZDS;

3) u najkraćem mogućem roku otkloni uzrok prekida i ponovo priključi Jedinicu u vlasništvu Korisnika u slučaju prekida napajanja usljed kvara na ZDS;

4) obavijesti Korisnika najmanje 24 časa unaprijed o svim planiranim prekidima napajanja putem elektronske pošte koja je naedena u članu 7 ovog Ugovora;

5) odgovara za štetu koju Korisnik pretrpi usljed nepropisno izvedenih radova na priključenju objekta Korisnika na ZDS, kao i drugu štetu nastalu krivicom Operatora;

6) održava mjerni uređaj o svom trošku i vrši mjerenje isporučene električne energije;

7) obezbijedi čuvanje povjerljivih informacija i podataka o Korisniku u skladu sa zakonom;

8) blagovremeno izvještava Korisnika o preduzimanju mjera na redukciji u isporuci električne energije radi izbjegavanja operativnih problema u prenosnom i ZDS;

9) obezbijedi razmjenu informacija u vezi sa manipulacijama ili događajima u prenosnom ili ZDS ili sistemu Korisnika koji mogu imati operativni uticaj na njihov rad;

10) vrši ispitivanje, praćenje i nadgledanje uticaja rada električnih aparata potrošača na ZDS;

11) izdaje odobrenja i uputstva o mjerama sigurnosti koje je neophodno sprovesti u slučaju izvođenja radova na djelovima ZDS ili sistema Korisnika na mjestu priključenja ili na drugom mjestu kada bi ti radovi mogli uticati na sigurnost u sistemima ugovornih Strana;

12) obezbijedi sigurnost i kvalitet električne energije, u skladu sa Pravilima za funkcionisanje ZDS i Pravilima o minimumu kvaliteta isporuke i snabdijevanja električnom energijom, koja po sopstvenom nađođenju utvrđuje LBEC i koju s vremena na vrijeme LBEC može mijenjati. Trenutno važeća Pravila za funkcionisanje ZDS i Pravila o minimumu kvaliteta isporuke i snabdijevanja električnom energijom, objavljena su na zvaničnom web site-u Operatora <https://lbec.me/>;

13) održava priključak ukoliko je njegovo osnovno sredstvo ili je sa Korisnikom zaključio ugovor o održavanju priključka.

3.3 The User shall have the right to:

- 1) conditional the payment of the Connection Fee, be connected to the CDS as a new user, in accordance with this Agreement, as well as to attend the first connection;
- 2) use the CDS in accordance with this Agreement;
- 3) be informed by LBEC at least 24 hours in advance about all planned supply interruptions via the media, by the email referred to in Article 15 of this Agreement;
- 4) claim damages from LBEC in cases when the damages were caused by unduly performed works on the connection of the facility to the CDS;
- 5) be informed about LBEC's activities regarding the taking of measures to reduce the power supply and to reduce the voltage;
- 6) terminate the Agreement in case the need for further connection to the CDS;
- 7) be supplied with power in a safe and quality manner in accordance with the Rules for the functioning of the electric power CDS and the Rules on the minimum quality of electric power delivery and supply.

3.4. The User shall be obliged to:

- 1) maintain the connection, installations and devices in his possession in a technically proper condition;
- 2) ensure that LBEC's authorized persons can access the measuring devices and installations, as well as the connection point for the purpose of reading, verifying, repairing, replacing and maintaining devices, installing and relocating the measurement points outside the facility, i.e. to the border of the property, or for the purpose of suspending the supply of power in cases when the owner or tenant uses the electric power without authorization or fails to pay a bill for the supplied power in accordance with the defined deadlines and conditions;
- 3) not allow the connection of other Users' facilities from his own installation;
- 4) immediately inform LBEC about any defect in the operation of the protective and measuring devices;
- 5) use electric power exclusively in accordance with this Agreement;
- 6) fully observe the provisions of the Energy Law and acts adopted in accordance with the law;

3.3 Korisnik ima pravo da :

- 1) uslovljava plaćanje Naknade za povezivanje dok novi korisnik ne bude priključen na ZDS, u skladu sa ovim Ugovorom, kao i da prisustvuje prvom priključenju;
- 2) koristi ZDS u skladu sa ovim Ugovorom;
- 3) bude obaviješten od strane LBEC najmanje 24 časa unaprijed o svim planiranim prekidima napajanja putem elektronske pošte koja je navedena u članu 15 ovog Ugovora. ;
- 4) zahtijeva naplatu štete od LBEC u slučajevima kada je šteta uzrokovana nepropisno izvedenim radovima na priključenju objekta na ZDS;
- 5) bude obaviješten o aktivnostima LBEC na sprovođenju mjera redukcije isporuke električne energije i redukcije napona;
- 6) raskine Ugovor u slučaju prestanka potrebe za daljim priključenjem na ZDS;
- 7) bude sigurno i kvalitetno snabdjeven električnom energijom u skladu sa Pravilima za funkcionisanje ZDS i Pravilima o minimumu kvaliteta isporuke i snabdijevanja električnom energijom.

3.4 Korisnik ima obaveze da:

- 1) održava u tehnički ispravnom stanju priključak, instalacije i uređaje koji su u njegovom vlasništvu;
- 2) obezbijedi ovlaštenim licima LBEC pristup mjernim uređajima i instalacijama, kao i mjestu priključka radi očitavanja, provjere ispravnosti, otklanjanja kvarova, zamjene i održavanja uređaja, ugradnje i izmještanja mjernih mjesta van objekta tj. na granicu vlasništva, ili obustave isporuke električne energije u slučajevima kada vlasnik ili zakupac neovlašćeno koristi električnu energiju ili ne plati račun za isporučenu električnu energiju u skladu sa utvrđenim rokovima i uslovima;
- 3) ne dozvoli priključenje objekata drugih korisnika sa sopstvene instalacije;
- 4) o svakom poremećaju rada zaštitnih i mjernih uređaja odmah obavijesti LBEC;
- 5) koristi električnu energiju isključivo u skladu sa ovim Ugovorom;
- 6) u svemu poštuje odredbe Zakona i akata donijetih u skladu sa Zakonom;

7) obtain and apply approvals or instructions on safety measures that need to be taken in case some work is being done on his system (at the connection point or on some other location), when such work could affect the safety in the contracting parties' systems;

8) within 30 days, upon LBEC's request, submit data necessary for updating the ten-year plans;

9) timely submit information about changes in the engaged power and power consumption in accordance with this contract;

10) carry out LBEC's instructions in case of a reduction in power supply.

7) pribavi i primjeni odobrenja ili uputstva o mjerama sigurnosti koje je neophodno sprovesti u slučaju izvođenja radova na svom sistemu (na mjestu priključenja ili na drugom mjestu), kada bi ti radovi mogli uticati na sigurnost u sistemima ugovornih strana;

8) u roku od 30 dana po zahtjevu LBEC dostavi podatke potrebne za ažuriranje desetogodišnjih planova;

9) blagovremeno dostavlja informacije o izmjenama u angažovanoj snazi i potrošnji električne energije u skladu sa ovim Ugovorom;

10) sprovodi uputstva LBEC u slučaju redukcije u isporuci električne energije.

4. EXEMPTION AND RELEASE FROM LIABILITY

The Parties shall be relieved of fulfilling the obligations and released from the liabilities under this contract during the time of Force Majeure Event, as well as defects on elements of the CDS and the User's devices which have not been caused by the Parties, i.e. which could not have been foreseen or prevented with reasonable precaution measures by the Parties.

For the purpose of this Agreement, the Force Majeure Event means any circumstance that is beyond the control of the Party/ies such as fire, flood, earthquake, storm, hurricane, atmospheric discharges, strong winds, excessive snow, ice or other natural disasters, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, general and professional strike, lockout, material downturn in the Montenegrin commercial market being result of of boycott from the main sources of financial inflows to Montenegro in addition to that delays caused by any party dealing at arms' length with the Parties, acts and decisions of local and governmental administrations, courts, public services or other institutions.

In addition, the LBEC has the right, without its responsibility, to discontinue the provision of the services of usage CDS, and exclude the User from the CDS network:

- i. In the cases provided for in the Energy Act;
- ii. Pursuant to the order of the competent

4. IZUZEĆE I OSLOBOĐENJE OD ODGOVORNOSTI

Strane se oslobađaju izvršenja obaveza i odgovornosti po ovom Ugovoru za vrijeme trajanja događaja Više sile (poplave, zemljotresi, požari, atmosferska pražnjenja, jaki vjetrovi, prekomjerni snijeg, led i sl.), kao i kvarova na elementima ZDS i uređaja Korisnika do kojih nije došlo krivicom Strana, odnosno koje Strane nijesu mogle predvidjeti ili spriječiti razumnim mjerama predostrožnosti.

Za potrebe ovog Ugovora, događaj Više sile je svaka okolnost koja je izvan kontrole Strane/a, kao što su požar, poplava, zemljotres, oluja, uragan, atmosferska pražnjenja, jaki vjetrovi, prekomjerni snijeg, led ili druge elementarne nepogode, rat, invazija, djelovanje stranih neprijatelja, neprijateljstva, građanski rat, pobune, revolucije, ustanak, vojna ili uzurpatorska sila ili konfiskacija, terorističke aktivnosti, nacionalizacija, državne sankcije, blokada, embargo, generalni ili strukovni štrajk, isključenja, bitne krize na crnogorskom privrednom tržištu koje nastaju bojkotom glavnih izvora finansijskog priliva Crne Gore, dodatno uz ona kašnjenja izazvana od bilo koje strane koja djeluje nezavisno od Strana, akti i odluke jedinica lokalne i državne uprave, sudova, javnih službi i drugih institucija.

Dodatno uz navedeno, LBEC ima pravo da bez svoje odgovornosti, prekine pružanje usluga korišćenja ZDS i isključi Korisnika sa mreže ZDS :

- i. U slučajevima predviđenim Zakonom o energetici;
- ii. Po nalogu nadležnih institucija;

- authorities;
- iii. In order to prevent threatening hazards to health people and property until the removal of danger;
- iv. Due to failures in the transmission system, until the failure is corrected;
- v. In cases of unlawful action of a third party on the CDS until normal technical functioning of CDS is ensured;
- vi. In cases of defined with the provisions of Article 6.7 of this Agreement.

5. DURATION AND TERMINATION OF THE CONTRACT

5.1 This Agreement concluded for an indefinite period.

5.2 In case of a need to change the connection power, to change the connection, to join several billing measuring points together, or to separate one billing measuring point on the same location, the User shall be obliged to submit a request for the conclusion of an annex or a new contract on connection to the CDS and supply.

5.3 The Parties agree that this Agreement can be terminated:

- 5.3.1 upon the request of one contracting party in case the other contracting party fails to fulfil its obligations under this Agreement.
- 5.3.2 if after the conclusion of this Agreement circumstances arise which hinder the fulfillment of the obligation of one of the Parties or if due to them the subject of the Agreement cannot be realized;
- 5.3.3 when the User, due to unauthorized download of electricity, does not pay the bill for unauthorized consumption within 45 days from the day of determination of unauthorized consumption; or fails to bring the electrical installation in proper condition; or does not pay the cost of reconnection;
- 5.3.4 when the User refuses to execute an annex to this Agreement due to any changes in legal and other relevant regulations;
- 5.3.5 if it is determined that the circumstances upon which this Agreement is signed

iii. Radi sprečavanja prijetećih opasnosti po zdravlje, ljude i imovinu, do otklanjanja opasnosti;

- iv. Usljed kvarova u prenosnom sistemu, do otklanjanja kvarova;
- v. U slučajevima protivpravnog djelovanja treće strane na ZDS do dovođenja ZDS u tehnički ispravno stanje;
- vi. U slučaju definisanom odredbom člana 6.7 ovog Ugovora.

5. TRAJANJE I RASKID UGOVORA

5.1 Ovaj Ugovor se zaključuje na neodređeno vrijeme.

5.2 U slučaju potrebe za promjenom priključne snage, promjene na priključku, spajanja više obračunskih mjernih mjesta u jedno, odnosno dijeljenja jednog obračunskog mjernog mjesta na istoj lokaciji, Korisnik je dužan da podnese zahtjev za zaključenje aneksa ili novog ugovora o priključenju na ZDS i snabdijevanju.

5.3 Strane su saglasne da se ovaj Ugovor može raskinuti:

- 5.3.1. na zahtjev jedne Strane u slučaju da druga ugovorna Strana ne ispunjava obaveze iz ovog Ugovora;
- 5.3.2. ako poslije zaključenja ovog Ugovora nastupe okolnosti koje otežavaju ispunjenje obaveze jedne od ugovornih Strana ili ako se zbog njih ne može ostvariti predmet Ugovora;
- 5.3.3. kada Korisnik zbog neovlaštenog preuzimanja el. ektrične energije u roku od 45 dana od dana utvrđivanja neovlašćene potrošnje ne plati obračun neovlašćene potrošnje, ne dovede električnu instalaciju u ispravno stanje; ili ne plati troškove ponovnog priključenja;
- 5.3.4. kada Korisnik bez opravdanog razloga odbije zaključivanje aneksa ovog Ugovora zbog izmijenjenih zakonskih i drugih relevantnih propisa;
- 5.3.5. ako se utvrdi da su se okolnosti na osnovu kojih se potpisuje ovaj Ugovor materijalno bitno negativno promijenile;

have materially materially adversely changed;	5.3.6. ako prestane potreba za daljim priključenjem na CDS.
5.3.6 if the need for further connection to the CDS ceases.	
5.4 The Agreement termination procedure under Article 5.3 shall be initiated by a written notification about the intention to terminate.	5.4 Postupak za raskid Ugovora iz člana 5.3 pokreće se pisanim obavještenjem o namjeri raskida.
5.5 The contract shall be considered terminated after the expiry of a period of 30 calendar days since the day of receiving the notification referred to in paragraph 2 of this Article, if the defaulting contracting party does not start fulfilling its obligations or if it does not prove that it was impossible to fulfil the obligations because of Force Majeure.	5.5 Ugovor se smatra raskinutim po isteku roka od 30 kalendarskih dana od dana prijema obavještenja iz stava 2 ovog člana, ukoliko ugovorna Strana koja ne ispunjava svoje obaveze, ne otpočne da ih ispunjava ili ne dokaže da je do nemogućnosti ispunjenja došlo usled dejstva Više sile.
5.6 In the event of termination of the Agreement, the User shall be excluded from the CDS from the day of termination of this Agreement;	5.6 U slučaju raskida ugovora Korisnik se isključuje sa ZDS počev od dana stupanja na snagu raskida ovog Ugovora;
5.7 In the event of termination of this Agreement, the User shall acquire the right to conclude a new connection to the CDS, conditions of its use and electric power supply after the reasons because of which the contract was terminated have been eliminated.	5.7 U slučaju raskida ovog Ugovora, Korisnik čiji ugovor o priključenju je raskinut, stiče pravo na zaključivanje novog agovora o priključenju na ZDS, uslovima njegovog korišćenja, kao i snabdevanju električnom energijom nakon otklanjanja razloga zbog kojih je ovaj Ugovor raskinut.
5.8 A user who has eliminated the reasons because of which his connection and supply contract was terminated shall acquire the right to be reconnected to the electric power CDS when he concludes new Agreement on connection to the CDS, conditions of its use and electric power supply.	5.8 Korisnik koji je otklonio razloge zbog kojih je raskinut ovaj Ugovor stiče pravo na ponovno priključenje na ZDS električne energije kada zaključi novi ugovor o priključenju na ZDS, uslovima njegovog korišćenja, kao i snabdevanju električnom energijom .
5.9 The connection referred to in paragraph 1 of this Article shall be conducted by LBEC no later than within 15 calendar days since the day of lodging a request for connection accompanied by the evidence referred to in paragraph 1 of this Article.	5.9 Priključenje iz stava 1 ovog člana LBEC će izvršiti najkasnije u roku od 15 kalendarskih dana od dana podnošenja zahtjeva za priključenje sa dokazima iz stava 1 ovog člana.
5.10 Notwithstanding the provisions of Article 5.3 of this Agreement, LBEC shall have the right to unilaterally terminate this Agreement with immediate effect (without the notice period) in cases where it determines:	5.10 Izuzetno od odredbe člana 5.3 ovog Ugovora, LBEC ima pravo da jednostrano i bez otkaznog roka/sa trenutnim dejstvom raskine ovaj Ugovor u slučajevima kada utvrdi:
5.10.1 that the User has used electricity without measuring devices, or has performed unauthorized interventions which	5.10.1. da je Korisnik koristio električnu energiju bez ili mimo mjernih uređaja ili neovlašćeno izvodio intervencije kojima je omogućio

	enabled the use of electricity without measuring devices;		korišćenje električne energije bez ili mimo mjernih uređaja;
5.10.2	that the User has performed unauthorized interventions on the measuring devices, which prevented the proper recording of electricity consumed;	5.10.2	da je Korisnik neovlašćeno izvodio intervencije na mjernim uređajima, kojima je onemogućio pravilno registrovanje utrošene električne energije;
5.10.3	that the User has voluntarily joined after the electricity supply has been suspended due to unauthorized consumption or non-payment of the energy bills.	5.10.3	da se Korisnik samovoljno priključio nakon obustave isporuke električne energije zbog neovlašćene potrošnje ili neplaćanja računa za utrošenu energiju.
5.11	By delivering a record of control of a metering point that establishes unauthorized consumption referred to in Article 5.10.1 of this Agreement and the notice of termination, this Agreement shall be considered terminated, and the decision to issue the consent for connection referred to in Article 1 of this Agreement shall cease to be valid.	5.11	Dostavljanjem zapisnika o kontroli mjernog mjesta u kojem je utvrđena neovlašćena potrošnja iz člana 5.10.1 ovog Ugovora i obavještenja o raskidu, ovaj Ugovor se smatra raskinutim, a rješenje o izdavanju saglasnosti za priključenje iz člana 1 ovog Ugovora prestaje da važi.
5.12	In the event of termination of the Agreement pursuant to Article 5.10, the User shall be excluded from the CDS on the day of the control in which the unauthorized takeover of electricity under articles 5.10.1; 5.10.2 and 5.10.3. was determined.	5.12	U slučaju raskida Ugovora shodno članu 5.10, Korisnik se isključuje sa ZDS na dan kontrole u kojem je utvrđeno neovlašćeno preuzimanje električne energije iz čl. 5.10.1; 5.10.2 i 5.10.3.
5.13	The record on the control of the measuring point referred to in paragraph 2 of this Article and the notice on termination of the Unit shall be delivered to the User on the spot at the Apartment where the control was carried out, or by e-mail, referred to in Article 7 of this Agreement, within three days from the date of drawing up record of control of measuring point, whereby any of the above modes of delivery shall be considered as proper delivery..	5.13	Zapisnik o kontroli mjernog mjesta iz stava 2 ovog člana i obavještenje o raskidu Ugovora uručuje se Korisniku na licu mjesta u Jedinici u kojoj je vršena kontrola, ili putem elektronske pošte koja je navedena u članu 7 ovog Ugovora, u roku od tri dana od dana sačinjavanja zapisnika o kontroli mjernog mjesta, pri čemu se bilo koji od navedenih načina dostave smatra urednom dostavom.
5.14	The Parties agree that the User, with which the Agreement was terminated in accordance with Article 5.10 of this Agreement, may acquire the right to execute a new connection agreement if:	5.14	Strane su saglasne da Korisnik, sa kojim je raskinut ugovor u skladu sa članom 5.10 ovog Ugovora, može steći pravo na zaključivanje novog ugovora o priključenju ukoliko:
5.14.1	pay damages on the basis of unauthorized electricity taken over;	5.14.1	plati naknadu štete po osnovu neovlašćeno preuzete električne energije;
5.14.2	compensate damage in the value of installation of a new electricity meter, if the unauthorized consumption of the meter has lost the necessary metrological characteristics;	5.14.2	naknadi štetu u vrijednosti ugradnje novog brojila električne energije, ukoliko je neovlašćenom potrošnjom brojilo izgubilo potrebne metrološke karakteristike;

5.14.3 in renewed proceedings obtain from LBEC the decision on issuing the consent for connection according to the procedure applicable for new Users of the CDS.

5.14.3 u ponovnom postupku pribavi od LBEC rješenje o izdavanju saglasnosti za priključenje po proceduri koja se primjenjuje za nove Korisnike ZDS.

5.15 The Parties agree that the User, after fulfilling all the requirements under Article 5.14 of this Agreement, acquires the right to rejoin to the CDS not later than 7 calendar days from the date of execution of the Agreement on Connection to the CDS.

5.15 Ugovorne strane su saglasne da Korisnik nakon ispunjenja svih uslova iz člana 5.14 ovog Ugovora stiče pravo na ponovno priključenje na ZDS u roku ne dužem od 7 kalendarskih dana od dana zaključivanja Ugovora o priključenju na ZDS.

6 BILLING AND PAYMENT

6. NAKNADA KORIŠĆENJA CDS, FAKTURISANJE I NAČIN PLAĆANJA

6.1. The fee for using the CDS is calculated by the LBEC on the basis of the Decision on determining the prices and other fees for the connection and use of the Closed Distribution System Lustica Bay, which may be modified by the LBEC from time to time at its sole discretion, and the same fee is included in the unique amount of the monthly electricity bill ("Monthly Bill"). The currently valid Decision on determining the prices and other fees for the connection and use of the Closed Distribution System Lustica Bay has been published on the official website of the Supplier <https://lbec.me/>.

6.1 Naknadu za korišćenje ZDS obračunava LBEC na osnovu Odluke o uvrđivanju cijena i drugih naknada za priključenje i korišćenje Zatvorenog Distributivnog sistema Lustica Bay, koju s vremena na vrijeme LBEC može mijenjati po sebstvenom nahođenju, i ista naknada je uključena u jedinstveni iznos mjesečnog računa za utrošenu električnu energiju ("**Mjesečni račun**"). Trenutno važeća Odluka o uvrđivanju cijene električne energije i cijena i drugih naknada za priključenje i korišćenje Zatvorenog Distributivnog sistema Lustica Bay objavljena je na zvaničnom web site-u LBEC <https://lbec.me/>.

6.2 LBEC will issue the Monthly bills of the CDS usage service to the User, no later than fifteenth of the current month for the previous month.

6.2 LBEC će uslugu korišćenja ZDS izdavati Korisniku Mjesečne račune, najkasnije do petnaestog u tekućem mjesecu za prethodni mjesec.

6.3 The User is obliged to pay the Monthly Bill within 8 (eight) calendar days from the date of invoicing;

6.3 Korisnik je dužan da Mjesečne račune plati u roku od 8 (osam) kalendarskih dana od dana ispostavljanja Mjesečnog računa;

6.4 All payments arising from the commitments under this Agreement shall be made by the User according to the instructions in the Monthly Bill;

6.4 Sva plaćanja koja nastaju iz preuzetih obaveza po ovom Ugovoru Korisnik je dužan izvršiti prema instrukcijama iz Mjesečnog računa;

6.5 In case of delay in payment of the Monthly Bill, the User is obliged to pay LBEC default interest in accordance with the provisions of the positive laws and regulations of Montenegro governing this area.

6.5 U slučaju kašnjenja u plaćanju ispostavljenog Mjesečnog računa, Korisnik je dužan da LBEC plati zateznu kamatu u skladu sa odredbama pozitivnih zakonskih i podzakonskih propisa Crne Gore, kojima je uređena ova oblast.

6.6 Without limiting the right of the LBEC to calculate default interest in accordance with Article 6.5, in the event that (i) the amount of due, but unpaid debt on the basis of Monthly Bill(s) with default interest exceeds more than EUR 200 (two hundred euros); or (ii) the User did

6.6. Ne ograničavajući pravo LBEC na obračun zatezne kamate iz člana 6.5, u slučaju da (i) iznos dospjelog, a neplaćenog duga po osnovu Mjesečnog(ih) računa sa pripadajućim zateznim kamatama prelazi više od EUR 200 (dvije stotine eura); ili (ii) Korisnik nije platio više od 3 (tri) Mjesečna

not paid more than 3 (three) Monthly Bill, regardless the amount of the due and unpaid debt based on the Monthly Bill; LBEC has the right to discontinue the provision of the services of usage CDS, and exclude the User from the CDS network, in accordance with Article 4.3 vi. Hereby, the User acknowledges that he is aware of the above conditions for discontinuing the provision of the services of usage CDS, and measures of excluding the User from the CDS network and hereby agrees that the stated conditions and measures are fair and equitable.

6.7 In the event that LBEC wishes to exercise the right to exclude the User from the CDS network in accordance with Article 4.3 vii, LBEC is obliged to deliver to the User the Notice of discontinuing the provision of the services of usage CDS, and excluding the User from the CDS network ("**Notice**"). Such Notice shall include the notice period of 7 calendar days in which period the User must settle due and unpaid obligations that may result in excluding the User from the CDS network. In the event that the User makes a payment of the full due and unpaid obligations increased by the default interest that may result in excluding the User from the CDS network within 7 calendar days from the day of receipt of the Notice, excluding of the User from the CDS network will not be allowed.

6.8 In the event that LBEC exercise the right to exclude the User from the CDS network in accordance with Article 4.3 vii, and the User subsequently fully pays the due and unpaid obligations (increased by default interest) that result in excluding the User from the CDS network, upon the successful receipt of the said payment, LBEC is obliged to reconnect the User the CDS network within 24 hours from the day of the submission of the User's request for reconnection, i.e. on the first business day in the event that the request for reconnection is submitted during the weekends or public holiday.

6.9 The User is obliged to pay to the LBEC the fee for reconnection to the CDS network in accordance with Article 6.8 of this Agreement, in the amount determined in accordance with the decision of the LBEC which regulates the issue of connection to the CDS network.

računa, bez obzira na iznos dospjelog, a nepolaćenog duga po osnovu zadatih Mjesečnih računa; LBEC ima pravo da prekine Korisniku pružanje usluga korišćenja ZDS i isključi Korisnika sa mreže ZDS, u skladu članom 4.3 vi. Korisnik ovim potvrđuje da je upoznat sa gore navedenim uslovima za prekid pružanje usluga korišćenja ZDS i mjerama isključenja sa mreže ZDS i ovim izjavljuje da su nevedeni uslovi i mjere fer i pravedne.

6.7 U slučaju da LBEC želi da iskoristi pravo na isključenje Korisnika sa mreže ZDS u skladu sa članom 4.3 vi., LBEC je dužan je da prethodno dostavi Korisniku Obavještenje o prekidu pružanja usluga korišćenja ZDS i isključenju sa mreže ZDS ("**Obavještenje**"). Takvo Obavještenje mora sadržati obavezan rok od 7 kalendarskih dana u kojem Korisnik treba da izmiri dospjele a neplaćene obaveze koje imaju za posledicu isključenju sa mreže ZDS. U slučaju da Korisnik u roku od 7 kalendarskih dana od dana prijema Obavještenja, izvrši uplatu cjelokupnog iznosa dospjelih a neplaćenih obaveza uvećan za iznos zatezne kamate koje imaju za posledicu isključenju sa mreže ZDS, isključenje sa mreže ZDS neće biti dozvoljeno.

6.8 U slučaju da LBEC iskoristi pravo na isključenje Korisnika sa mreže ZDS u skladu sa članom 4.3 vi, a Korisnik naknadno izmiri cjelokupan iznos dospjelih, a neplaćenih obaveza (uvećan za iznos zatezne kamate) koje su za posledicu imale isključenje sa mreže ZDS, LBEC je dužan da, nakon prijema natkog plaćanja, izvrši ponovno priključenje Korisnika na mrežu ZDS u roku od 24 sata od dana podnošenja zahtjeva Korisnika za ponovno priključenje, odnosno prvog narednog radnog dana ukoliko je zahtjev podnet tokom vikenda, odnosno državnih praznika.

6.9 Korisnik je dužan da LBEC plati naknadu za ponovno priključenje Korisnika na mrežu ZDS iz člana 6.8 ovog Ugovora u iznosu određenom u skladu sa odlukom LBEC koja reguliše pitanje priključenja na mrežu ZDS.

7 CHANGE OF DATA FROM THE AGREEMENT

The User shall be obliged to inform LBEC without delay and in writing about any possible change of data from this Agreement.

8 NOTIFICATION AND DELIVERY

8.1 Any notice, communication or document to be given to a Party pursuant to this Agreement (including but not limited to Monthly Bill) shall be sent **exclusively and only by electronic mail** and shall be deemed to have been duly delivered on the date on the day on which they were sent by electronic mail without the obligation of the other Party to acknowledge receipt of such document.

8.2 The contact details relevant for deliveries are:

for LBEC:

Email: info@lbec.co.me

b) for the User:

Email: [●]

9 FINAL PROVISIONS

a) Change of Law and other regulations

The contracting parties agree that, if there is a change in legal or other regulations, which can be directly amended, during the validity of this contract, they shall apply such amended regulations, and otherwise they shall regulate their mutual rights and obligations by an annex to this Agreement.

b) Application of legal provisions

The Parties agree that the provisions of the Energy Law, Law on Obligations, Rules for the functioning of the electric power CDS, Rules for the measurement of electric power in the CDS, Methodology for the calculation and charges for power taken without authorization, General conditions for electric power supply, regulations of the Energy Regulatory Agency, as well as the valid technical regulations and standards, shall apply to their mutual relations which are not regulated by this contract.

c) Severability

The Parties agree that in case any term or provision in this Lease Agreement is held to be illegal, invalid or unenforceable, such term or

7. PROMJENE PODATAKA IZ UGOVORA

Korisnik je dužan da u slučaju promjene podataka iz ovog Ugovora bez odlaganja, pisanim putem obavijesti LBEC.

8. OBAVJEŠTAVANJE I DOSTAVA

8.1 Sva obavještenja, komunikacije ili dokumenti koji se upućuju drugoj Ugovornoj strani u skladu sa ovim Ugovorom (uključujući ali ne ograničavajući se na Mječne račune), dostavljaju se **isključivo i jedino elektronskom poštom** i smatraće se da su takva dokumenta uredno dostavljena na dan kada su ista upućena elektronskom poštom bez obaveze da druga Strana potvrdi prijem takvog dokumenta.

8.2 Kontakt detalji relevantni za dostavu su:

za LBEC:

Email: info@lbec.co.me

za Korisnika:

Email: [●]

9. ZAVRŠNE ODREDBE

a) Promjena Zakona i drugih propisa

Ugovorne strane su saglasne da ukoliko za vrijeme važenja ovog ugovora dodje do promjene zakonskih ili drugih propisa, koji se mogu neposredno primjeniti, primjenjuju tako izmijenjene propise, a u suprotnom, da svoja međusobna prava i obaveze regulišu aneksom ovog Ugovora.

b) Primjena zakonskih odredbi

Strane su saglasne da će se na međusobne odnose koji nijesu regulisani ovim ugovorom primjenjivati odredbe Zakona, Zakona o obligacionim odnosima, Pravila za funkcionisanje ZDS, Pravila mjerenja električne energije u ZDS, Metodologije za obračun i naplatu neovlašćeno preuzete električne energije, Opštih uslova za snabdijevanje električnom energijom, propisa Regulatorne agencije za energetiku, kao i važeći tehnički propisi i standardi.

c) Odvajanje

Strane su saglasne da u slučaju da bilo koji uslov ili odredba ovog Ugovora budu smatrani nezakonitim, nevažećim ili neizvršivim, takav uslov ili

provision will be enforced to the maximum permissible so as to reflect the intention of the Parties, and the legality, validity and enforceability of the remaining terms and provisions of this Lease Agreement shall not in any way be affected or impaired thereby.

d) Completeness of Agreement and amendments

The Agreement and its Appendices 1 and 2 hereof shall be binding for Parties. Except as explicitly set out herein or in its Appendices, no amendment, modification or variation to this Agreement shall be binding upon the Parties unless agreed by the Parties in writing.

This Agreement together with its Appendix 1, constitutes the entire Lease Agreement relating to the subject matter hereof and supersedes all prior arrangements, understandings, including info letters and other materials concluded or exchanged by the Parties.

e) The binding nature of the Agreement

This Agreement shall be binding on the Parties and their successors and assignees and shall benefit them.

The Parties agree and hereby confirm the Agreement is also binding for both Parties in case when the Agreement is signed and exchange to the other Party by fax or by electronic transmission of scanned documents.

f) Assignment

LBEC shall have the right to assign or transfer any right or obligation under this Agreement hereof or any part of its rights or obligations which may arise under the Agreement hereof to any other party, with the obligation of the LBEC to notify the User of such transfer in a written no later than 10 calendar days from the date of such assignment or transfer is executed. In order to avoid any doubt, for assignment or transfer of any rights or obligations under this Agreement, the LBEC is not required to obtain any prior written consent of the User.

User shall not have the right to assign or transfer any right or obligation under this Agreement hereof or any part of its rights or obligations which may arise under the Agreement hereof to any

odredba biće primijenjeni u maksimalno dozvoljenoj mjeri kako bi se odrazila namjera Strana, pri čemu zakonitost, važenje i izvršivost ostalih uslova i odredbi ovog Ugovora neće time na bilo koji način biti ugroženi ili umanjeni.

d) Potpunost Ugovora i njegove izmjene

Ovaj Ugovor i njegovi Dodaci 1 i 2 su obavezujući za Strane. Osim ako je izričito predviđeno ovim Ugovorom ili njegovim dodacima, nikakve izmjene i dopune, modifikacije ili varijacije ovog Ugovora neće biti obavezujuće za Ugovorne strane, osim ako se ne postigne dogovor između Ugovornih strana u pisanom obliku.

Ovaj Ugovor, zajedno sa Dodacima 1 i 2 čini cjelokupni Ugovor koji reguliše predmetnu materiju i zamjenjuje sve prethodne dogovore, razumijevanja, uključujući pisma informacije i ostale materijale koje su Ugovorne strane zaključile ili razmijenile.

e) Obavezujuća priroda Ugovora

Ovaj Ugovor je obavezujući u korist Strana i njihovih pravnih sljedbenika, sticaoca i dozvoljenih primalaca prenosa.

Ugovorne Strane su saglasne i ovim potvrđuju da je Ugovor obavezujući za obje Strane i u slučaju kada je Ugovor potpisan i razmijenjen sa drugom ugovornom Stranom putem faksa ili putem elektronskog prenosa skeniranog dokumenta.

f) Ustupanje

LBEC ima pravo da dodijeli ili prenese bilo koje pravo ili obavezu iz ovog Ugovora ili bilo koji dio svojih prava ili obaveza koje mogu nastati po osnovu ovog Ugovora bilo kojoj trećoj strani (uključujući i bilo kom njegovom povezanom licu), uz obavezu LBEC da o takvom prenosu obavijesti Korisnika u pismenoj formi najkasnije u roku od 10 kalendarskih dana od dana kada je izvršeno takvo dodjeljivanje ili prenos. U cilju izbjegavanja svake sumnje, za dodjeljivanje ili prenos bilo kojeg prava ili obaveze iz ovog Ugovora LBEC nije o obavezi da pribavi bilo kakvu prethodnu pismenu saglasnost Korisnika.

Korisnik nema pravo da dodijeli ili prenese bilo koje pravo ili obavezu iz ovog Ugovora ili bilo koji dio svojih prava ili obaveza koje mogu nastati po osnovu ovog Ugovora bilo kojoj trećoj strani: U skladu sa tim, svaka dodijela ili ustupanje bilo kojeg

other party, only with the prior written consent of the Lessor.

prava ili obaveze iz ovog Ugovora od strane Korisnika usluga smatraće se ništavim.

g) Governing Law and Jurisdiction

g) Važeći zakon i mjesna nadležnost

The Lease Agreement hereof shall be governed by the laws of Montenegro.

Na ovaj Ugovor primjenjivaće se zakoni Crne Gore.

In the event of potential differences in opinions or disputes arisen from this Agreement related to the interpretation or implementation of its provisions, Parties will try to solve the dispute by agreement. If they fail, Parties disputes fall within the jurisdiction of Basic Court in Kotor.

Eventualne nesporazume u razumijevanju koji mogu da se pojave u vezi sa interpretacijom i implementacijom odredbi ovog Ugovora, Strane će pokušati da riješe sporazumno. Ukoliko u tome ne uspiju, sporove će rješavati nadležni Osnovni sud u Kotoru.

The contracting parties may, upon agreement, entrust the Energy Regulatory Agency with dispute resolution.

Ugovorne Strane mogu, sporazumno, povjeriti rješavanje spora Regulatornoj agenciji za energetiku.

The procedure referred to in paragraph 2 of this Article shall be conducted in accordance with the rules for dispute resolution through arbitration referred to in Article 43 paragraph 4 item 1 of the Energy Law.

Postupak iz stava 3 ovog člana se sprovodi u skladu sa pravilima za rješavanje sporova putem arbitraže iz člana 43 stav 4 tačka 1 Zakona o energetici.

h) Copies of the Agreement

h) Primjerci Ugovora

This Agreement is made in four (4) copies in the bilingual form in English and Montenegrin language, of which one copy shall be provided to the Buyer and the LBEC retains three (3) copies. In the event of any discrepancy between the English and the Montenegrin version, the version on English language shall prevail

Ovaj Ugovor je sačinjen u u četiri (4) primjerka u dvojezičnoj formi na Engleskom i Crnogorskom jeziku, od kojih se Korisniku uručuje jedan (1) primjerak, a LBEC zadržava tri (3) primjerka. U slučaju nepodudarnosti između engleske i crnogorske verzije, mjerodavna je verzija ovog Ugovora o zakupu na engleskom jeziku jeziku.

Lustica Bay Electricity Company doo Tivat

Sandra Šipčić, Executive director/ Izvršna direktorica

Mohamed AbouArab, Authorized Representative/Ovlašćeni zastupnik

Buyer/ Kupac

[●]

Appendix 1 / Dodatak 1

Decision on consent for connection / Rješenje o izdavanju saglasnosti za priključenje

Forma / Form

- *As attached / Kako je priloženo* –

Appendix 2 / Dodatak 2
Izveštaj o izvršenom internom tehničkom pregledu mjernog mjesta
Forma / Form

- As attached / Kako je priloženo -