**EFET**

**European Federation of Energy Traders**

E-mail: secretariat@efet.org

Webpage: www.efet.org

**WAIVER: THE FOLLOWING GENERAL AGREEMENT WAS PREPARED BY EFET’S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY INDIVIDUAL CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS GENERAL AGREEMENT TO ENSURE THAT ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER’S LEGAL INTEREST. USERS OF THIS GENERAL AGREEMENT ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.**

###### **NOTE: USERS USING THIS GENERAL AGREEMENT AFTER 9 MARCH 2021 ARE STRONGLY RECOMMENDED TO INCLUDE THE CLAUSE UPDATING THE IBOR INTEREST RATE DEFINITIONS PUBLISHED BY EFET ON ITS WEBSITE ON 9 MARCH 2021.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**General Agreement**

**Concerning the Delivery and Acceptance of Electricity**

Between

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“***[abbreviation of name]”***

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“***[abbreviation of name]***”)

(referred to jointly as the “**Parties**” and individually as a “**Party**”)

entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”).

# Miscellaneous

## Recording Telephone Conversations

: Each Party is entitled to record telephone conversations held in connection with the Agreement and to use the same as evidence. Each Party waives any further notice of such recording and acknowledges that it has obtained all necessary consents of its officers and employees to such recording.

## Notices and Communications

: Except as otherwise provided herein or agreed with respect to an Individual Contract, all notices, declarations or invoices sent by one Party to the other shall be in writing and shall be delivered by letter (overnight mail or courier, postage prepaid) or facsimile as provided in the Election Sheet. Each Party may change its notice information by written notice to the other. Written notices, declarations and invoices shall be deemed received and effective:

### if delivered by hand, on the Business Day delivered or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;

### if sent by first class post, on the 2nd Business Day after the date of posting, or if sent from one country to another, on the 5th Business Day after the day of posting; or

### if sent by facsimile transmission and a valid transmission report confirming good receipt is generated, on the day of transmission if transmitted before 17.00 hours (recipient’s time) on a Business Day or otherwise at 09.00 hours (recipient’s time) on the first Business Day after transmission.

## Amendments

: Except as provided in § 3 (***Concluding and Confirming Individual Contracts***) with respect to Confirmations, any amendments or additions to this General Agreement shall be made only in writing signed by both Parties.

## Partial Invalidity

: If, at any time, any provision of this General Agreement or an Individual Contract is or becomes illegal, invalid or unenforceable, in any respect, under the law of any relevant jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of this General Agreement or of any Individual Contract, shall be in any way affected or impaired thereby. The Parties undertake to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which comes as close as possible to the invalid provision as regards its economic intent.

## Third Party Rights

: The Parties do not intend that any third party shall have any rights under or be able to enforce the Agreement and the Parties exclude to the extent permitted under applicable law any such third party rights that might otherwise be implied.

Executed by the duly authorised representative of each Party effective as of the Effective Date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of Party]*** ***[Name of Party]***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of Signatory/ies]*** ***[Name of Signatory/ies]***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Title of Signatory/ies]*** ***[Title of Signatory/ies]***

**EFET**

**European Federation of Energy Traders**

**Annex 2a**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Fixed Priced)***

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Seller

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Buyer.

concluded on: \_\_/\_\_/\_\_\_\_\_,\_\_. \_\_ hours

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***Total Supply Period*** | | From  CET | To  CET | Contract  Capacity  MW | Contract Quantity  MWh | Contract Price  Euro / MWh | Total  Amount  Euro |
| First Date | Last Date |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mon | Tue | Wed | Thu | Fri | Sat | Sun | including Holidays | excluding Holidays as specified below |
|  |  |  |  |  |  |  |  |  |

Delivery Point (Trading zone) \_\_\_\_\_\_\_\_\_\_\_\_

Voltage Level: \_\_\_\_\_\_\_\_\_\_\_\_

Excluded Holidays: \_\_\_\_\_\_\_\_\_\_\_\_

Other arrangements:

This Confirmation confirms the Individual Contract entered into pursuant to the EFET General Agreement Concerning the Delivery of Electricity between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EFET**

**European Federation of Energy Traders**

**Annex 2b**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Floating Price)***

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Seller

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Buyer.

Date and time of conclusion: \_\_/\_\_/\_\_\_\_\_,\_\_. \_\_ hours

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | From  CET | To  CET | Contract  Capacity  MW | Contract Quantity  MWh | Floating Price | Settlement Date |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |

and additional (for single-block contracts)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mon | Tue | Wed | Thu | Fri | Sat | Sun | including Holidays | excluding Holidays as specified below |
|  |  |  |  |  |  |  |  |  |

Price Source: \_\_\_\_\_\_\_\_\_\_\_\_

Commodity Reference Price: \_\_\_\_\_\_\_\_\_\_\_\_

Alternate Commodity Reference Price: \_\_\_\_\_\_\_\_\_\_\_\_

Calculation Date: \_\_\_\_\_\_\_\_\_\_\_\_

Calculation Agent: \_\_\_\_\_\_\_\_\_\_\_\_

Calculation Method: \_\_\_\_\_\_\_\_\_\_\_\_

Delivery Point (Trading zone): \_\_\_\_\_\_\_\_\_\_\_\_

Voltage level: \_\_\_\_\_\_\_\_\_\_\_\_

Excluded Holidays: \_\_\_\_\_\_\_\_\_\_\_\_

Other arrangements:

This Confirmation confirms the Individual Contract entered into pursuant to the General Agreement Concerning the Mutual Delivery of Electricity between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EFET**

**European Federation of Energy Traders**

**Annex 2c**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Call Option)***

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Writer

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Holder

Date and time of conclusion: \_\_/\_\_/\_\_\_\_\_,\_\_. \_\_ hours

Option Details:

a) Option Type: Call

b) Exercise Deadline:

c) Premium:

d) Premium Payment Date:

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | From  CET | To  CET | Contract  Capacity  MW | Contract Quantity  MWh | Strike Price  (Contract Price)  Euro / MWh | Total  Amount  Euro |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mon | Tue | Wed | Thu | Fri | Sat | Sun | including Holidays | excluding Holidays as specified below |
|  |  |  |  |  |  |  |  |  |

Delivery Point (Trading zone) \_\_\_\_\_\_\_\_\_\_\_\_

Voltage Level: \_\_\_\_\_\_\_\_\_\_\_\_

Excluded Holidays: \_\_\_\_\_\_\_\_\_\_\_\_

Other arrangements:

This Confirmation confirms the Individual Contract entered into pursuant to the General Agreement Concerning Delivery of Electricity between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EFET**

**European Federation of Energy Traders**

**Annex 2d**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Put Option)***

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Writer

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Holder

Date and time of conclusion: \_\_/\_\_/\_\_\_\_\_,\_\_. \_\_ hours

Option Details:

a) Option Type: Put

b) Exercise Deadline:

c) Premium:

d) Premium Payment Date:

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | From  CET | To  CET | Contract  Capacity  MW | Contract Quantity  MWh | Strike Price  (Contract Price)  Euro / MWh | Total  Amount  Euro |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mon | Tue | Wed | Thu | Fri | Sat | Sun | including Holidays | excluding Holidays as specified below |
|  |  |  |  |  |  |  |  |  |

Delivery Point (Trading zone) \_\_\_\_\_\_\_\_\_\_\_\_

Voltage Level: \_\_\_\_\_\_\_\_\_\_\_\_

Excluded Holidays: \_\_\_\_\_\_\_\_\_\_\_\_

Other arrangements:

This Confirmation confirms the Individual Contract entered into pursuant to the General Agreement Concerning Delivery of Electricity between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Individual Contract, please contact us immediately.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EFET**

**European Federation of Energy Traders**

**Election Sheet**

**to the**

**General Agreement**

with an Effective Date of

between and

**(“Party A”)** **(“Party B”)**

**Part I: Customisation of Provisions in the General Agreement**

**§1  
Subject of Agreement**

**§1.2 Pre-Existing Contracts:** [ ] § 1.2 shall apply, or  
[ ] § 1.2 shall not apply

**§2  
Definitions and Construction**

|  |  |  |
| --- | --- | --- |
| **§2.4 References to Time:** | Time references shall be: (CET), or | [ ] as provided in the General Agreement  [ ] to the following time: |

**§3  
Concluding and Confirming Individual Contracts**

**§3.4 Authorised Persons:** [ ] § 3.4 shall apply to Party A and shall be as designated in Annex  
\_\_\_\_\_\_\_\_\_\_, or  
[ ] § 3.4 shall not apply to Party A  
[ ] § 3.4 shall apply to Party B and shall be as designated in Annex  
\_\_\_\_\_\_\_\_\_\_ or  
[ ] § 3.4 shall not apply to Party B

**§7  
Non-Performance Due to Force Majeure**

**§7.1 Definition of Force Majeure:**

[ ] § 7.1 shall apply as written in the General Agreement, or

[ ] § 7.1 shall not apply as written but instead shall be as follows:

**§10  
Term and Termination Rights**

**§10.2 Expiration Date:** [ ] § 10.2 shall apply and the Expiration Date shall be:  
\_\_\_\_\_\_\_\_\_\_, or  
[ ] § 10.2 shall not apply and there shall be no Expiration Date

**§10.4 Automatic Termination:** [ ] §10.4 shall apply to Party A, with termination effective  
\_\_\_\_\_\_\_\_\_\_, or  
[ ] §10,4 shall not apply to Party A  
[ ] §10.4 shall apply to Party B, with termination effective  
\_\_\_\_\_\_\_\_\_\_, or  
[ ] §10.4 shall not apply to Party B

**§10.5(b) Cross Default and Acceleration:**

[ ] § 10.5(b)(i) shall apply to Party A, or  
[ ] § 10.5(b)(i) shall not apply to Party A  
[ ] § 10.5(b)(i) shall apply to Party B, or  
[ ] § 10.5(b)(i) shall not apply to Party B

[ ] § 10.5(b)(ii) shall apply to Party A and the Threshold Amount for Party  
A shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or  
[ ] § 10.5(b)(ii) shall not apply to Party A  
[ ] § 10.5(b)(ii) shall apply to Party B and the Threshold Amount for Party  
A shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or  
[ ] § 10.5(b)(ii) shall not apply to Party B

**§10.5(c) Winding-up/Insolvency/Attachment:**

[ ] § 10.5(c) (iv) shall apply and the applicable time period is within \_\_\_\_\_  
days, or  
[ ] § 10.5(c) (iv) shall not apply

**§ 10.5(d) Failure to Deliver or Accept:**

[ ] § 10.5(d) shall apply, or

[ ] § 10.5(d) shall not apply

**§10.5 Other Material Reasons:** [ ] Material Reasons shall be limited to those stated in the General  
Agreement, or  
[ ] the following additional Material Reasons shall apply to Party A:  
\_\_\_\_\_\_\_\_\_\_  
[ ] the following additional Material Reasons shall apply to Party B:  
\_\_\_\_\_\_\_\_\_\_

**§12  
Limitation of Liability**

**§12 Application of Limitation:** [ ] § 12 shall apply as written in the General Agreement, or  
[ ] § 12 shall be amended or replaced in its entirety as follows:  
\_\_\_\_\_\_\_\_\_\_

**§13  
Invoicing and Payment**

**§13.2 Payment:** initial billing and payment information for each Party is set out in § 23 of this Election Sheet

**§13.3 Payment Netting:** [ ] § 13.3 shall apply, or  
[ ] § 13.3 shall not apply

**§13.5 Interest Rate:** the Interest Rate shall be the one month EURIBOR interest rate for 11:00  
a.m. on the Due Date, plus \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) per annum

**§13.6 Disputed Amounts:** [ ] §13.6 (a) shall apply, or  
[ ] §13.6 (b) shall apply

**§14  
VAT and Other Taxes**

**§14.8 Termination for New Tax:** [ ] unless otherwise specified in the terms of an Individual Contract the provisions of § 14.8 shall apply to such Individual Contract only in the circumstances specified in the first paragraph of § 14.8, or

[ ] subject to the terms of an Individual Contract, the provisions of § 14.8 shall only apply in the following circumstances:

[ ]

**§14.9 Withholding Tax:** [ ] § 14.9 shall apply, or  
[ ] § 14.9 shall not apply

**§15  
Settlement of Floating Prices and Fallback Procedures For Market Disruption**

**§15.5 Calculation Agent:** [ ] the Calculation Agent shall be Seller, or  
[ ] the Calculation Agent shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§16  
Guarantees and Credit Support**

**§16 Credit Support Documents:** Party A shall provide Party B with the following Credit Support Document(s):  
   
Party B shall provide Party A with the following Credit Support Document(s):

**§16 Credit Support Provider:** Credit Support Provider(s) of Party A shall be:  
   
Credit Support Provider(s) of Party B shall be:

**§17  
Performance Assurance**

**§17.2 Material Adverse Change:** the following categories of Material Adverse Change shall apply to Party A:

[ ] §17.2 (a) (**Credit Rating**), and the minimum rating shall be:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  
[ ] §17.2 (b) (**Credit Rating of Credit Support Provider that is a Bank**);  
[ ] §17.2 (c) (**Financial Covenants**), and

the EBIT to Interest ratio shall be: \_\_\_\_\_\_\_\_\_\_,

the Funds From Operations to Total Debt ratio shall be:

\_\_\_\_\_\_\_\_\_\_, and

the Total Debt to Total Capitalisation ratio shall be: \_\_\_\_\_\_\_\_\_;

[ ] §17.2 (d) (**Decline in Tangible Net Worth**), and the relevant figure is:

\_\_\_\_\_\_\_\_\_\_;

[ ] §17.2 (e) (**Expiry of Performance Assurance or Credit Support**), and

[ ] the relevant time period shall be \_\_\_\_\_\_\_\_\_\_, or

[ ] no time period shall apply;

[ ] §17.2 (f) (**Failure of Performance Assurance or Credit Support**);

[ ] §17.2 (g) (**Failure of Control & Profit Transfer Agreement**);

[ ] §17.2 (h) (**Impaired Ability to Perform**): and

[ ] §17.2 (i) (**Amalgamation/Merger**)

the following categories of Material Adverse Change shall apply to Party B:

[ ] §17.2 (a) (**Credit Rating**), and the minimum rating shall be:

\_\_\_\_\_\_\_\_\_\_;

[ ] §17.2 (b) (**Credit Rating of Credit Support Provider that is a Bank**);

[ ] §17.2 (c) (**Financial Covenants**), and

the EBIT to Interest ratio shall be: \_\_\_\_\_\_\_\_\_\_,

the Funds From Operations to Total Debt ratio shall be:

\_\_\_\_\_\_\_\_\_\_, and

the Total Debt to Total Capitalisation ratio shall be: \_\_\_\_\_\_\_\_\_;

[ ] §17.2 (d) (**Decline in Tangible Net Worth**), and the relevant figure is:

\_\_\_\_\_\_\_\_\_\_;

[ ] §17.2 (e) (**Expiry of Performance Assurance or Credit Support**), and

[ ] the relevant time period shall be \_\_\_\_\_\_\_\_\_\_, or

[ ] no time period shall apply;

[ ] §17.2 (f) (**Failure of Performance Assurance or Credit Support**);

[ ] §17.2 (g) (**Failure of Control & Profit Transfer Agreement**);

[ ] §17.2 (h) (**Impaired Ability to Perform**); and

[ ] §17.2 (i) (**Amalgamation/Merger**)

**§18  
Provision of Financial Statements and Tangible Net Worth**

**§18.1 (a) Annual Reports:** [ ] Party A shall deliver annual reports, or

[ ] Party A need not deliver annual reports, and

[ ] Party B shall deliver annual reports, or

[ ] Party B need not deliver annual reports

**§18.1(b) Quarterly Reports:** [ ] Party A shall deliver quarterly reports, or

[ ] Party A need not deliver quarterly reports, and

[ ] Party B shall deliver quarterly reports, or

[ ] Party B need not deliver quarterly reports

**§18.2 Tangible Net Worth:** [ ] Party A shall have a duty to notify as provided in §18.2, and the applicable figure for it shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or  
[ ] Party A shall have no duty to notify as provided in §18.2, and  
[ ] Party B shall have a duty to notify as provided in §18.2, and the  
applicable figure for it shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or  
[ ] Party B shall have no duty to notify as provided in §18.2

**§19  
Assignment**

**§19.2 Assignment to Affiliates:** [ ] Party A may assign in accordance with § 19.2, or  
[ ] Party A may not assign in accordance with § 19.2, and  
[ ] Party B may assign in accordance with § 19.2, or  
[ ] Party B may not assign in accordance with § 19.2

**§20  
Confidentiality**

**§20.1 Confidentiality Obligation:** [ ] § 20 shall apply, or  
[ ] § 20 shall not apply

**§21  
Representation and Warranties**

The Following Representations and Warranties are made:

|  |  |  |
| --- | --- | --- |
|  | **by Party A:** | **by Party B:** |
| §21(a) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(b) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(c) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(d) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(e) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(f) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(g) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(h) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(i) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(j) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(k) | [DELETED] | [DELETED] |
| §21(l) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(m) | [ ] yes [ ] no | [ ] yes [ ] no |
| §21(n) | [ ] yes [ ] no | [ ] yes [ ] no |

In addition Party A represents and wan-ants the following:

In addition Party B represents and warrants the following:

**§22  
Governing Law and Arbitration**

**§22.1 Governing Law:** [ ] §22.1 shall apply as written, or  
[ ] §22.1 shall not apply as written but instead shall be as follows:

**§22.2 Arbitration:** [ ] §22.2 shall apply as written and the language of the arbitration shall be:  
 , or  
[ ] §22.2 shall not apply as written but instead shall be as follows:

**§23  
Miscellaneous**

**§23.2 Notices, Invoices and Payments:**

(a) **TO PARTY A:**

**Notices & Correspondence**

Address:

Telephone No:

Fax No:

Attention: [Job Title]

**Invoices**

Fax No:

Attention: [Job Title]

**Payments**

Bank account details

(b) **TO PARTY B:**

**Notices & Correspondence**

Address:

Telephone No:

Fax No:

Attention: [Job Title]

**Invoices**

Fax No:

Attention: [Job Title]

**Payments**

Bank account details

**Part II: Additional Provisions to the General Agreement**

Executed by the duly authorised representative of each Party effective as of the Effective Date.

|  |  |
| --- | --- |
| “Party A”    ***[Name of Party]***    ***[Name of Signatory/ies]***    ***[Title of Signatory/ies]*** | “Party B”    ***[Name of Party]***    ***[Name of Signatory/ies]***    ***[Title of Signatory/ies]*** |