



RESOLUTION NO. 13 , SERIES OF 2024

**A RESOLUTION ADOPTING THE OMNIBUS RULES FOR
CUSTOMER CHOICE PROGRAMS IN THE RETAIL MARKET**

WHEREAS, pursuant to Sections 2 and 43 of Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 (EPIRA) and its Implementing Rules and Regulations (IRR), the Energy Regulatory Commission (ERC) is mandated to promulgate rules and regulations, and perform regulatory functions appropriate and necessary to ensure the successful restructuring of the Philippine Electric Power Industry;

WHEREAS, Section 31 of the EPIRA and Section 1, Rule 12 of its IRR, mandate the implementation of Retail Competition and Open Access (RCOA);

WHEREAS, in 2013, the ERC implemented Phase I of RCOA in Luzon and Visayas, upon meeting all the conditions set forth by the EPIRA, allowing electricity End-users with at least one megawatt (1MW) average monthly peak demand to be a Contestable Customer;

WHEREAS, the EPIRA envisions that the threshold level for the contestable market shall be gradually reduced and eventually reach household demand level;

WHEREAS, the ERC issued Resolution No. 12, Series of 2020 titled, *Providing Policies on the Implementation of Retail Competition and Open Access (RCOA) for Contestable Customers in the Philippines Electric Power Industry*, expanded the coverage of RCOA to include End-users with an average monthly peak demand of at least 500kW;

WHEREAS, Section 9 of the Republic Act No. 9513 or the Renewable Energy Act of 2008 (RE Law), mandates the establishment of the Green Energy Option Program (GEOP) which provides End-users the option to choose renewable energy resources as their sources of energy;

WHEREAS, Section 6, Rule II of the IRR of the RE Law and Section 15(e) of Department of Energy (DOE) Department Circular No. (DC) 2018-07-0019 titled, *Promulgating the Rules and Guidelines Governing the Establishment of the Green Energy Option Program*, mandated the ERC to issue the necessary regulatory framework to operationalize the GEOP;

WHEREAS, the ERC issued Resolution No. 08, Series of 2021, titled, *A Resolution Adopting the Rules for the Green Energy Option Program*, providing detailed guidelines on GEOP implementation;

WHEREAS, on 02 March 2021, the Supreme Court in its *Decision* on the three (3) consolidated petitions under G.R. Nos. 228588, 229143, and 229453, directed the ERC to promulgate the supporting guidelines to Department Circulars No. DC2017-12-0013 and DC2017-12-0014, and likewise voided the following ERC Resolutions: (i) Resolution No. 05, Series of 2016, titled, *A Resolution Adopting the 2016 Rules Governing the Issuance*

of Licenses to Retail Electricity Suppliers (RES) and Prescribing the Requirements and Conditions Therefor; (ii) Resolution No. 10, Series of 2016 titled A Resolution Adopting the Revised Rules for Contestability; (iii) Resolution No. 11, Series of 2016 titled A Resolution Imposing Restrictions on the Operations of Distribution Utilities and Retail Electricity Suppliers in the Competitive Retail Electricity Market; and (iv) Resolution No. 28, Series of 2016 titled Revised Timeframe For Mandatory Contestability, Amending Resolution No. 10, Series of 2016 Entitled Revised Rules For Contestability;

WHEREAS, pursuant to Section 31 of the EPIRA providing that demand aggregation shall be allowed within a contiguous area at a lowered threshold, the ERC issued Resolution No. 04, Series of 2022 titled, *A Resolution Adopting the Rules for the Electric Retail Aggregation Program*;

WHEREAS, beginning May 2022, ERC received inquiries and letter complaints regarding the implementation of Retail Supply Contracts between Contestable Customers and Retail Electricity Suppliers (RES), particularly on the issue on Fuel Cost Recovery Adjustments (FCRA);

WHEREAS, Section 41 of the EPIRA mandates the ERC to handle consumer complaints and ensure the adequate promotion of consumer interests;

WHEREAS, on 23 December 2022, the DOE issued an advisory on the commercial operation of Wholesale Electricity Spot Market (WESM) in Mindanao effective 26 January 2023 through Department Circular No. DC2022-12-0039;

WHEREAS, with the current developments in the market and the implementation of the different Customer Choice Programs in Mindanao, the ERC deemed it necessary to revise and update existing rules to address implementation gaps, ensure adherence to policy objectives, and strengthen consumer protection, particularly against abuse of market power and other discriminatory and anti-competitive behaviors;

WHEREAS, the ERC, through the Market Operations Service conducted a series of Focus Group Discussions (FGD) on 29 May, 08 June, and 15 June 2023 to gather inputs from Retail Suppliers, Eligible Customers, and Distribution Utilities (DU) in the drafting of the *Omnibus Rules on Customer Choice Programs in the Retail Market*;

WHEREAS, pursuant to Section 1, Rule 21 of ERC Resolution No. 01, Series of 2021 titled, *A Resolution Adopting the Revised Rules of Practice and Procedure*, the ERC initiated a rule making case motu proprio, thus, on 17 November 2023, the ERC posted for comments the draft *Omnibus Rules for Customer Choice Programs in the Retail Market*;

WHEREAS, the ERC received comments from the following, based on the time of receipt and thus, are the parties of record: (1) Kratos RES, Inc.; (2) Alluma Energy Management Solution; (3) Global Energy Solutions Corp.; (4) Cagayan Electric Power and Light Company; (5) Manila Water Corporation; (6) First Gen Corporation; (7) Retail Electricity Suppliers Association (RESA); (8) Manila Electric Company; (9) ACEN Corporation; and (10) Aboitiz Power Corporation;


WHEREAS, based on inputs gathered from stakeholders and other entities through public consultations held on 7 and 11 December 2023 for Mindanao and Visayas, and 12 and 13 December 2023 for Luzon, and after careful consideration of the various views and comments submitted by the electric power industry participants, players and other interested parties, the ERC deems it appropriate to consolidate all the directives and issuances governing the various Customer Choice Programs in the Retail Market;

NOW, THEREFORE, the ERC hereby **RESOLVES** to **APPROVE** and **ADOPT**, the *Omnibus Rules for Customer Choice Programs in the Retail Market*, hereto attached, together with its Annexes A to J-4, all of which are made an integral part hereof.

RESOLVED FURTHER, that the *Omnibus Rules for Customer Choice Programs in the Retail Market* shall take effect immediately after its publication in a newspaper of general circulation or in the Official Gazette.

Let copies of this Resolution be furnished to the University of the Philippines Law Center-Office of the National Administrative Register (UPLC-ONAR).

Pasig City, 14 August 2024.


MONALISA C. DIMALANTA
Chairperson and CEO




ALEXIS M. LUMBATAN
Commissioner


CATHERINE P. MACEDA
Commissioner


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Commissioner


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Commissioner


EKGF/RVN/CLB/SOM

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

**OMNIBUS RULES FOR CUSTOMER
CHOICE PROGRAMS IN THE
RETAIL MARKET**

14 August 2024

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MODULE A

GENERAL PROVISIONS

A1. Short Title

A1.1 These Rules shall be known as the Omnibus Rules for Customer Choice Programs in the Retail Market. It shall be hereinafter referred to as the Omnibus Rules.

A2. Objectives of the Omnibus Rules for Customer Choice Programs in the Retail Market

A2.1 These Omnibus Rules are promulgated to achieve the following:

- (a) Consolidate the rules that will henceforth govern the implementation of all the Customer Choice Programs and all participants in the Retail Market;
- (b) Amend, modify, repeal and/or supersede various ERC issuances related to the Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP) and Retail Aggregation Program (RAP);
- (c) Provide a set of rules that are responsive to current market and technological developments, and anticipate evolution of markets;
- (d) Streamline application process for license applications and renewals for Retail Suppliers; and
- (e) Ensure and strengthen consumer protection, particularly against abuse of market power, and other discriminatory and anti-competitive behaviors.

A3. Scope of Application

A3.1 The Omnibus Rules shall be applicable to the following, unless otherwise specifically stated in a provision:

- (a) Retail Customers;
- (b) Retail Suppliers;
- (c) Suppliers of Last Resort (SOLR);
- (d) Network Service Providers (NSP);
- (e) Retail Metering Service Providers (RMSP);
- (f) Central Registration Body (CRB); and
- (g) Eligible End-users.

A4. Participation of the Eligible End-user in the Customer Choice Programs in the Retail Market

A4.1 Consistent with Section 31 of the EPIRA, effective exercise by customers of their power to choose supply is the primary goal for the implementation of the Competitive Retail Electricity Market (CREM) and GEOP. Eligible End-users can choose their supplier that are duly licensed or authorized by the ERC.

A4.2 Participation in any of the Customer Choice Programs under the Retail Market is voluntary.

A5. License to Operate in the Retail Market

- A5.1 No person or entity may engage in the supply of electricity to Retail Customers in the Retail Market unless such person or entity has secured a RES License or Letter-authority in the case of Local RES, from the ERC. For this purpose, a Supplier shall refer to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the End-users.
- A5.2 The RES License or Letter-authority shall stipulate all the obligations of a Retail Supplier consistent with the qualifications and criteria required herein and such other laws, rules, and regulations pertinent thereto. A RES License or Letter-authority shall be issued upon compliance with the standards and requirements under Module C of these Omnibus Rules.

A6. Regulated Supply Service in the Retail Market

- A6.1 Last Resort Supply is only applicable to the Retail Market and is regulated by the ERC. It shall serve as the backup supply following any Last Resort Supply Event (LRSE). A (a) Retail Supplier duly authorized by the ERC, or (b) a DU, intending to be SOLR shall secure a Letter of Designation from the ERC in accordance with the provisions under Module G2 of these Omnibus Rules.
- A6.2 The SOLR shall perform its duties and obligations in a non-discriminatory manner. Any of the SOLRs duly designated by the ERC may serve as the SOLR for Retail Customers requiring last resort supply. DUs that are designated by the ERC to act as SOLR to Retail Customers shall only provide Last Resort Supply within their Franchise Area.

A7. Aggregating Electricity Requirement

- A7.1 All Persons or entities, holding a valid RES License shall be allowed to consolidate the electricity requirements of individual End-users whose consumption levels do not yet meet the demand threshold set by the ERC, for purposes of purchasing and reselling electricity on a group or collective basis; *Provided*, for entities holding a valid Letter-authority, as in the case of a Local RES, consolidation of the electricity requirements of individual End-users whose consumption levels do not yet meet the demand threshold set by the ERC, for purposes of purchasing and reselling electricity on a group or collective basis, may be allowed subject to prior ERC approval.
- A7.2 Retail Aggregation shall be implemented where the CREM is operational and effective and shall be implemented and interpreted in a manner that gives full effect of the freedom of choice of all End-users qualified to be part of the Retail Market.

A8. References

- A8.1 Unless the context otherwise requires, any references to a particular Module or Annex of these Omnibus Rules shall be applicable to all Modules or Annexes to which the reference is made, unless otherwise provided.

A9. Cross-References

- A9.1 A cross-reference to another document shall not in any way impose any condition or modify the material contained in the document where such cross-reference is made.

A10. Definitions

- A10.1 Terms which are capitalized shall be interpreted according to the definition under Module B of these Omnibus Rules. When a word or phrase that is defined under Module B is more particularly defined in another Module of these Omnibus Rules, the definition in that Module shall prevail if there is any inconsistency.
- A10.2 Definitions provided under the EPIRA, and its IRR shall apply suppletorily, if terms are not defined in these Omnibus Rules.

A11. Table of Contents and Titles

- A11.1 The Table of Contents and the titles of the Modules shall not affect, in any way, the interpretation of these Omnibus Rules provisions.

A12. Mandatory Provisions

- A12.1 The word “shall” refers to a rule, procedure, requirement, or any provision of these Omnibus Rules that requires mandatory compliance.

A13. Singularity and Plurality

- A13.1 In the interpretation of any of the provisions of these Omnibus Rules, the singular shall include the plural and vice versa, unless otherwise specified.

A14. Gender

- A14.1 Any reference to a gender shall include all other genders. Any reference to a person or entity shall include an individual, partnership, company, corporation, association, organization, institution, and other similar groups.

A15. “Include” and “Including”

- A15.1 The use of the word “include” or “including” to cite an enumeration shall not impose any restriction on the generality of the preceding words.

A16. “Written” and “In Writing”

- A16.1 The words “written” and “in writing” refer to the hardcopy and/or electronic copy of a document that is generally produced by typing, printing, or other methods of reproducing words in a legible format.

A17. Term “Retail Supplier”

A17.1 The use of the word “Retail Supplier” shall refer to Retail Electricity Suppliers (RES), Local Retail Electricity Suppliers (Local RES), Retail Aggregator and/or Renewable Energy Suppliers, (RE Suppliers), either collectively or singly.

MODULE B
DEFINITION OF TERMS

B1. Definitions

B1.1 All terms and phrases found in these Omnibus Rules shall be interpreted and have the following meanings, unless otherwise specifically stated in a certain provision.

Term	Definition
Advanced Metering Infrastructure (AMI)	An integrated system of smart meters, communications networks, and implementation systems that enables two-way communication between utilities and its customers. Customer systems may include in-home displays, home area networks, energy management systems, and other customer-side-of-the-meter equipment that enable smart grid functions in residential, commercial, and industrial facilities.
Affiliate	Any person which, alone or together with any other person, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person. Affiliates shall include a subsidiary company and parent company and subsidiaries, directly or indirectly, of a common parent.
Aggregated Group	End-users whose demand have been consolidated and supplied by a Retail Supplier to qualify for contestability under current rules issued by the Department of Energy (DOE) and the ERC.
Aggregated Member	An End-user that forms part of the Aggregated Group to qualify for contestability under the current rules issued by the DOE and the ERC.
Applicant	Refers to any person or entity that seeks authorization from the ERC to act as a Retail Supplier.
Average Expected Annual Expenses	The average of the Total Cost of Sales and Total Operating Expenses of the Applicant annually, based on its submitted five-year financial projection.

Term	Definition
Bill Deposit	The deposit required from customers by DUs of new and/or additional service equivalent to the estimated billing for one month to guarantee payment of bills.
Billing Cycle	A Period bound by start and end dates that the Retail Supplier, DU or SOLR use to determine when a Retail Customer used a service.
Business Day	The day when normal business operations take place. This shall exclude Saturdays, Sundays, and Holidays.
Captive Market	The electricity End-users who do not have the choice of supplier of electricity, as may be determined by the ERC in accordance with the EPIRA.
Cash Security Deposit	Any cash deposit collected by a Retail Supplier from its Retail Customer as a form of security for the performance of the Retail Supply Contract, deposited in an escrow, restricted account or Hold-out Agreement facility, making it unavailable for use in financing the Retail Supplier’s working capital requirements.
Central Registration Body (CRB)	The entity designated by the DOE to undertake the management of the required systems and processes and information technology system that is capable of handling Customer switching and information exchange as well as their transactions in the WESM.
Connection Agreement (CA)	Agreement between a Connection Customer and a DU governing distribution connection assets and services.
Contiguous Area	Areas which are located within certain boundaries such as subdivisions, villages, economic zones, business districts and other adjacent areas in which supply of electricity similarly situated End-users in which supply of electricity can be measured through metering devices.
Contract Price	The rate agreed upon by the Retail Customer and its chosen Retail Supplier as consideration for the supply and other services for the energy consumption in the Retail Supply Contract, excluding the pass-through and other related charges.
Cooling-off Period	The period of five (5) Business Days, or a longer period agreed upon by both parties, in writing, commencing from the signing of the Retail Supply Contract, within which said Retail Customer has the right to cancel the Retail Supply Contract it has entered into with the Retail Supplier.

Term	Definition
CREM End- user	An electricity End-user that belongs to the Retail Market, also referred to as Contestable Customer.
CREM End-user Redistributor	A CREM End-user who redistributes electricity to End-users with sub-meters and connected to a Single Revenue Meter.
Customer Choice Programs	The various programs offered under the retail market enumerated under Module D1 of these Rules.
Directly Connected Customer (DCC)	An industrial or bulk electricity End-user, that is supplied through the Grid or sub-transmission assets that are still owned by the TransCo.
Distribution Utility (DU)	Any electric cooperative, private corporation, government-owned utility or existing local government unit which has an exclusive franchise to operate a distribution system in accordance with its franchise and the Act.
Distribution Wheeling Service (DWS)	The conveyance of power throughout a distribution system to meet the demand of End-users.
Distribution Wheeling Service Agreement (DWSA)	An agreement between a DU and a RES, in case of a single billing scheme, or between a DU and a Retail Customer, in case of a dual billing scheme and when customer is under SOLR service, for the procurement of DWS.
Electric Power Industry Participant/s	Any person or entity engaged in the generation, transmission, distribution or supply of electricity.
Electricity Price	The total amount due and billed to a Retail Customer by a Retail Supplier, which includes the contract price, pass-through and other ERC approved charges.
Eligibility	The qualification of an End-user meeting the threshold level set by the ERC to participate in the Retail Market.
Eligible End-user	An End-user that has met the eligibility threshold, as indicated by a single revenue meter and who has a choice to switch to the Retail Market.
Eligibility Threshold	The demand level that qualifies an End-user to participate set by the ERC for CREM and RAP and threshold level set by the DOE for GEOP.
End-user	Any person or entity requiring the supply and delivery of electricity for its own use.

Term	Definition
Final Meter Reading	The last actual meter reading made on a Retail Customer’s consumption prior to being served by a new Retail Supplier or SOLR.
Franchise Area	Geographical area designated within the legal franchise of a DU.
GEOP End-user	Any person or entity requiring the supply and delivery of electricity sourcing one hundred percent (100%) of its electricity requirements from RE resources for its own use.
GEOP Operating Permit	A document issued by the DOE to an entity allowing the supply of electricity to a GEOP End-user pursuant to Department Circular No. DC2020-04-0009 titled “Guidelines for the Issuance of Operating Permits for RE Suppliers under the Green Energy Option Program,” or any amendments thereto.
Hold-out Agreement	An agreement where a cash security deposit is held subject to certain bank placed and/or customer placed restrictions.
Initial Switch	The commercial transfer of a Retail Customer from the NSP as its supplier under regulated service to a Retail Supplier.
Intangible Assets	A non-physical long-term asset that accrues value over time.
Last Resort Supply	The supply of electricity that a Retail Customer will receive from a SOLR. The Last Resort Supply is intended to be a temporary service until the Retail Customer transfers to a Retail Supplier.
Last Resort Supply Event (LRSE)	An event that will trigger the Retail Customer to switch to a Supplier of Last Resort (SOLR) or to another Retail Supplier. These are circumstances identified under Module G3.2 of these Omnibus Rules.
Letter-authority	The document issued by the ERC in lieu of a license, to a Local RES, as proof of its authority to act as a Retail Supplier within its Franchise Area.
Letter of Designation	The document issued by the ERC to either a Retail Supplier or a DU to act as Supplier of Last Resort (SOLR)
Local Retail Electricity Supplier (Local RES)	The non-regulated business segment of the DU catering to the Retail Market only within its Franchise Area. As such, a license is not required.

Term	Definition
Marketing Contact	A contact of any kind made by the Retail Supplier with a Retail Customer (including in person, by telephone, written or electronic communication) for the purpose of promoting that Retail Customer to enter, or consider entering into an RSC with the Retail Supplier.
Market Operator	The entity responsible for the operation of the Wholesale Electricity Spot Market (WESM).
Metering Services Agreement (MSA)	The agreement that defines the responsibilities and obligations of the RMSP and the End-user in relation to the provision of metering facilities, equipment, and service as provided under these Omnibus Rules, Distribution Services and Open Access Rules (DSOAR), Philippine Distribution Code (PDC), OATS Rules, the Grid Code, the WESM Rules, and other pertinent Rules of the Commission.
National Transmission Corporation (TransCo)	The corporation organized pursuant to EPIRA to acquire all the transmission assets of the NPC.
Network Service Provider (NSP)	An entity that owns, controls, and operates a transmission or distribution system.
No Disturbance Request	A request made by an eligible End-user or a Retail Customer for it not to be bothered by any Marketing Contact by a Retail Supplier.
Notice of Disconnection	The notice being sent by the Retail Supplier through the Central Registration Body informing the Retail Customer that it shall be disconnected from the grid or network in accordance with the provisions of its contracts, these Omnibus Rules and other relevant ERC issuances.
Open Access	The system of allowing any qualified person the use of transmission, and/or distribution system and associated facilities subject to the payment of transmission and/or distribution retail wheeling rates duly approved by the ERC.
Open Access Date	The commencement date of Open Access and Retail Competition in a grid, as determined by ERC.
Parent or Holding Company	A corporation which owns or is organized to own a substantial portion of another company's voting shares of stock enough to control or influence the latter's management, policies or affairs thru election of the latter's board of directors or otherwise.

Term	Definition
Pass-through Charges	The amount collected by the Retail Supplier from End-users of the Customer Choice Programs in the Retail Market, which shall only include NSP charges and other charges as approved by the ERC.
Pilferage	Refers to the unauthorized taking or use of electricity. It encompasses various forms of electricity theft, such as tampering with meters, bypassing meters, or other means of obtaining or using electricity without proper authorization or payment.
Player/s	Refers to individuals, groups, or entities that actively participate in a specific activity, system, or market in the electric power industry contributing to and influencing its operations, outcomes, and dynamics.
Primary Retail Supplier	The Retail Supplier nominated and assigned by the Retail Customer, in writing, as the single point of contact for the CRB and all NSPs, in case it has multiple Retail Suppliers. It shall be responsible for billing and collecting from the Retail Customer all applicable charges by the NSPs. Only the Primary Retail Supplier shall execute a DWSA with the DU.
Prudential Requirement	The amount that the Trading Participant in the WESM is required to maintain to ensure that it will meet its obligation to make payments as required under the WESM Rules.
Regular Switch	The commercial transfer of a Retail Customer from a Retail Supplier to another Retail Supplier or SOLR, after the initial switch.
Renewable Energy Suppliers (RE Suppliers)	Individuals or juridical entities created, registered, or authorized to operate in the Philippines in accordance with existing laws and engaged in the provision or supply of electric power from RE resources to End-user, duly issued operating permits by the DOE.
Retail Aggregator	A person or entity engaged in consolidating electric power demand of End-users for the purpose of purchasing and reselling electricity on a collective basis. For purposes of these Omnibus Rules, a Retail Supplier may be a Retail Aggregator.
Retail Customer	An Eligible End-user that has entered into a Retail Supply Contract with a Supplier of its choice; shall refer to any or all of the following: (a) CREM End-user;

Term	Definition
	(b) GEOP End-user; (c) Directly Connected Customer; and (d) Aggregated Group.
Retail Metering Services Provider (RMSP)	A person or entity authorized to provide metering services to Eligible End-users and registered with the Central Registration Body in that capacity in accordance with Chapter 2 of the Rules for Competitive Retail Electricity Market (Retail Rules).
Restricted Account	A reserve account that contains money that can be used only for specific purposes.
Retail Electricity Supplier (RES)	Any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to End-users in the Retail Market.
Retail Electricity Supplier (RES) License	The authority granted to any person or entity by the ERC to act as Retail Electricity Supplier.
Retail Supply Contract (RSC)	The contract entered into by and between the Retail Customer and the Retail Electricity Supplier or Local Retail Electricity Supplier.
Retail Supplier	Under the Omnibus Rules, shall refer to the following, singly or collectively: (a) RES; (b) Local RES; and (c) RE Supplier.
Revenue Meter	A device which measures and records the production and consumption of electricity of the end-user, installed at the connection point; used as basis for billing of electricity.
Reversion	An event due to the occurrence of the decrease in the Retail Customer's average monthly peak demand by a certain level, in the case of CREM End-users and GEOP End-users; or an Aggregated Member/Group has opted not to renew its contract, as prescribed under Module K hereof.
Smart Meter	An advanced technology electric meter capable of two-way communication that can measure, record, and transmit time-varying energy usage data and its components, derivatives, and events/logs. It includes a communication module for remote access function and may also serve as a gateway between the utility, customer site, and customer's Home Area Networking devices and/or local controllers.

Term	Definition
Special Economic Zone	Also referred to as Ecozones, are selected areas with highly developed or which have the potential to be developed into agro-industrial, Industrial tourist/recreational, commercial, banking, investment and financial centers. A Special Economic Zone may contain any or all of the following: Industrial Estates (IEs), Export Processing Zones (EPZs), Free Trade Zones, and Tourist/Recreational Centers.
Special Meter Reading	An actual meter reading performed by an RMSP upon request of a Retail Supplier, Retail Customer or SOLR on a date that is different from the regularly scheduled meter reading date.
Supplier of Last Resort (SOLR)	A regulated entity designated by the ERC to serve End-users in the Retail Market following a Last Resort Supply Event (LRSE).
Supply of Electricity	The sale of electricity by persons or entities authorized under EPIRA. The sale may be made by a party other than a Generation Company or a Distribution Utility in the Franchise Area of a Distribution Utility using the wires of such Distribution Utility.
Surety Bond	A contractual agreement that guarantees certain obligations will be fulfilled.
Switch or Switching	The commercial transfer of a Retail Customer from the NSP to a RES or SOLR and/or from one supplier to another, which takes effect on the regular meter reading date or on a special meter reading date following a Last Resort Supply Event.
Tangible Net Worth (TNW)	The value of all the assets, excluding intangible assets and goodwill, minus the liabilities of an entity.
Time-Of-Use (TOU)	The segregation of energy rates based on the time in which the energy is being consumed.
Transmission Services Agreement (TSA)	The agreement entered into by the Transmission Provider and user of the facility that specifies the terms and conditions of the transmission service by the Transmission Provider and the availing of such service by the Transmission Customer; also serves as the Connection Agreement.
Virtual Meter	A mathematical model that uses process conditions to estimate flow rates instead of a physical meter. It is used to create a calculated meter point from one or more physical meters.

Term	Definition
Wholesale Electricity Spot Market (WESM)	The electricity market established by the DOE pursuant to Section 30 of the EPIRA.

MODULE C

RETAIL ELECTRICITY SUPPLIERS (RES) LICENSE

C1. Issuance of a RES License

C1.1 The ERC shall issue a license to an entity or person that possesses all the qualifications and none of the disqualifications and complies with all applicable requirements stipulated herein. These requirements may include, but are not limited to, technical, managerial, and financial qualifications, compliance with the prohibitions on cross-ownership, abuse of market power and other discriminatory and anti-competitive behaviors, and all other requirements which are deemed necessary for the proper implementation of the Retail Market.

C2. Exempted from Securing a RES License

C2.1 The following entities, referred to as the Local RES, shall be allowed to engage in the retail electricity supply business without securing a RES License from the ERC, subject to the issuance of a Letter-authority by the ERC and all the requirements as provided under these Omnibus Rules:

- (a) Distribution Utilities within their Franchise Areas; and
- (b) Persons/entities authorized by competent authorities to supply electricity within their respective Special Economic Zones.

C3. Eligibility for RES Application

C3.1 Any of the following entities shall be eligible to secure a RES License from the ERC:

- (a) A juridical person or natural person of legal age, duly registered with the Department of Trade and Industry (DTI) as engaged in the retail electricity supply business;
- (b) A juridical person duly registered with the Securities and Exchange Commission (SEC) as an entity engaged in the retail electricity supply business; and
- (c) Any entity created by law, where such law, or its charter which allows them to create their sources of revenues.

C4. Processing Timeline

C4.1 The ERC shall approve or deny an application within sixty (60) calendar days from the date of issuance of the ERC docket number, upon submission of

complete application requirements, as provided under the Republic Act No. 11234 or the Energy Virtual One-Stop Shop (EVOSS) Act, or other applicable laws.

C5. Requirements for New RES License Applications

C5.1 The following documents which shall be Certified True Copy of the original, and information are required to be submitted by an Applicant:

(a) Legal Requirements – To provide general information and background on the legal personality and authority to conduct business of the Applicant.

- i. Duly accomplished RES Information Sheet (form available at the ERC website);
- ii. For juridical entities: Certificate of Registration with corresponding Articles of Incorporation/Partnership issued by the SEC;
- iii. For juridical entities created by law: Basis of creation, such as but not limited to, Republic Act No. or Certified True Copy of its Charter;
- iv. For sole proprietorship: Business Name Registration issued by the DTI indicating the purpose of engaging in business/es in electric power industry;
- v. Valid Business Permit or Mayor’s Permit, if applicable;
- vi. For Applicants currently engaged in the generation business: proof of filing of its BSUP application and Accounting Separation Statements reflecting the separate capitalization for its RES business;
- vii. Audited Financial Statement (AFS) for the two (2) most recent reporting periods; or if it has been in existence for less than two (2) years at the time of application, an Audited Interim Financial Statement (AIFS);
- viii. Latest General Information Sheet (GIS) of the Applicant, if applicable; and
- ix. For Applicants with affiliates:
 1. AFS of the Applicant’s parent company for the two (2) most recent reporting periods, as submitted in its annual reports to shareholders; and
 2. GIS of the Applicant’s affiliates engaged in the generation, distribution, and retail supply of electricity, and their corresponding business addresses.

(b) Technical and Managerial Capability Requirements – to demonstrate the capability of the Applicant to operate the RES business.

- i. Proof of the ability of its officers/employees to operate a retail electricity supply business or ability to trade in any market involving regular sale/exchange of items/commodity.

The required years of experience shall be any of the following:

1. At least two (2) employees/officers holding managerial positions have a combined relevant experience of at least ten (10) years and with at least one (1) employee/officer who has experience entering into contracts or negotiations with the System Operator (SO), DU, Generation Companies or with entities in other industries; or
 2. Should the Applicant engage the services of a Consultant/s, the said Consultant/s should have at least fifteen (15) years of relevant experience and should have with at least one (1) employee/officer of the Applicant who has experience entering contracts or negotiations with SO, DU, Generation Companies or with entities in other industries.
- ii. Organizational Chart identifying the Board of Directors and Officers who will lead the operations of the Applicant, including Curriculum Vitae;
 - iii. Proof of an approved sign-up account with the Central Registration Body (CRB);
 - iv. Proof that the Applicant is in the process of adopting a billing and collection system and has an employee or consultant that is capable in maintaining the said system;
 - v. Proof that the Applicant has its own existing or under development website, and has an employee or consultant that is capable in maintaining the said website;
 - vi. Five-year Business Plan and Projected Five-year Financial Statements (outline available at the ERC website [RES Form 3]). The Business Plan should adequately explain how the Applicant will launch and operate its business, including the different products or services it will offer; and
 - vii. Five (5)-year Staffing and Training plan to support the Business Plan.

(c) Financial Capability Requirements – To provide proof of the financial viability of the company to start, operate and sustain its RES business.

- i. For Applicants with available AFS: AFS for the two (2) most recent reporting periods; or an AIFS, if it has been in existence for less than two (2) years at the time of application, reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.

Where:

$$\text{AEAE} = \frac{\sum(\text{TCOS} + \text{TOE})}{\text{Term of License}}$$

TCOS = Total Cost of Sales expected for the term of license

TOE = Total Operating Expenses expected to be incurred for the term of license

For newly incorporated Applicants which are yet to commence operations: Proof of Tangible Net Worth (TNW) amounting to Fifteen Million Pesos (PhP15,000,000.00) or AEAE, whichever is higher.

- ii. Market Risk Management Plan, which shall include measures to mitigate exposure to price volatilities in the procurement of supply for retail.
- iii. Sworn Undertaking to, at a minimum, post a Performance Bond/s for every and all RSCs which are unhedged, or undertake other measures including but not limited to, submission of a Certified True Copy of executed instruments related to hedging that shall be considered as evidence of the Applicant’s ability to withstand market disturbances or other events that may increase the cost of providing service; and
- iv. For those intending to collect cash security deposit: A certification from any financial banking institution located in the Philippines stating that the Applicant has already availed of the said bank’s escrow, restricted account or Hold-out Agreement facilities.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.

C5.2 All submissions shall be certified under oath by the Applicant or any of its duly authorized representative.

C6. Requirements for RES License Renewal Applications

C6.1 The RES shall apply for a renewal of its license not later than sixty (60) calendar days before the expiration of its current license, with the following documents, which shall be a Certified True Copy of the Original:

- (d) Legal Requirements – To provide the general information and background of the Applicant.
 - i. Updated RES Information Sheet (downloadable form available at the ERC website);
 - ii. Valid Business Permit or Mayor’s Permit;
 - iii. For Applicants who have engaged in the generation business: approved BSUP application as evidenced by a Decision issued by the ERC, or if the BSUP application remains pending, proof of filing of its BSUP Application and Accounting Separation Statements reflecting the separate capitalization for its RES business;
 - iv. AFS for the two (2) most recent reporting periods;
 - v. Latest GIS of the Applicant; and
 - vi. For Applicants with affiliates: Latest GIS of the Applicant’s affiliates engaged in the generation, distribution, and retail supply of electricity, and their corresponding business addresses and AFS for the two (2) most

recent reporting periods, or AIFS if it has been in existence for less than two (2) years.

(e) Technical and Managerial Capability Requirements – To provide a copy of the following requirements that demonstrates the capability of the Applicant to operate the RES business.

- i. Updated Five-year Business Plan and Five-year Projected Financial Statements and (outline available at the ERC website [RES Form 3]). The Business Plan should adequately explain how the Applicant will continue to operate its business operations under its new RES License term;
- ii. Updated Organizational Chart, as applicable, identifying the Board of Directors and Officers who will continue to spearhead the operations of the Applicant (Include Curriculum Vitae); and
- iii. Proof that the Applicant has its own existing website and an employee or consultant that is capable in maintaining the said website.

(f) Financial Capability Requirements – To provide copies of the following proof of the financial viability of the company to start, operate and sustain its RES business.

- i. Certified True Copies of AFS for the two (2) most recent reporting periods reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.

Where:

$$\text{AEAE} = \frac{\sum(\text{TCOS} + \text{TOE})}{\text{Term of License}}$$

TCOS = Total Cost of Sales expected for the term of license

TOE = Total Operating Expenses expected to be incurred for the term of license

- ii. Market Risk Management Plan, which shall include measures to mitigate exposure to price volatilities in the procurement of supply for retail.
- iii. Proof of, at a minimum, posting of a Performance Bond/s for every and all Retail Supply Contracts which are unhedged or proof that other measures were undertaken which shall include but are not limited to a Certified True Copy of executed instruments related to hedging which shall be considered as evidence of the Applicant’s ability to withstand market disturbances or other events that may increase the cost of providing service; and
- iv. For those intending to collect cash security deposit: A certification from any financial banking institutions located in the Philippines stating that the Applicant has already availed of the said bank’s escrow, restricted account or Hold-out Agreement facilities.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed in the course of the license.

C6.2 All submissions shall be certified under oath by the Applicant or any duly authorized representative in case of a juridical person. The duly authorized representative shall likewise submit proof of his/her authority, such as but not limited to a duly notarized Secretary's Certificate.

C6.3 The ERC reserves the right to deny the application for renewal of any RES that fails to comply with the requirements for renewal provided herein, including the period to file the application for renewal. The Applicant may also be held liable, upon exercise of due process, under ERC Resolution No. 03, Series of 2009 or any subsequent amendments thereto.

C7. Requirements for Local RES Applications

C7.1 The following documents, which shall be a Certified True Copy of the Original, and information are required to be submitted by the Applicant:

- (a) Local RES Information Sheet (form available at the ERC website);
- (b) For Private Corporations: GIS of the Applicant and its affiliates engaged in the generation, distribution, and retail supply of electricity with their corresponding business addresses;
- (c) For Electric Cooperative: Board Resolution or Secretary's Certificate that will indicate the list of the Board of Directors and Board Members;
- (d) Organizational Chart;
- (e) AFS for the two (2) most recent reporting periods, or AIFS, if it has been in existence for less than two (2) years;
- (f) ERC-approved BSUP Application;
- (g) Latest Accounting Separation Statements; and
- (h) Five-year Business Plan (RES-Form 3) highlighting the strategies of the intending Local RES in operating its supply business separate from its other business segments, including narrative with proof of the ability of its officers/employees to operate an electricity supply business or ability to trade in any market involving regular sale/exchange of items/commodity. The required years of experience shall be any of the following:

- i. At least two (2) of employees/officers holding managerial position have a combined relevant experience of at least ten (10) years and with at least one (1) employee/officer who has experience entering into contracts or negotiations with NGCP, DU, Generation Companies or other similar entities in different industry; or
- ii. Should the Applicant engage the services of a consultant, the said Consultant should have at least fifteen (15) years of relevant experience and with at least one (1) employee/officer of the Applicant who has experience entering into contracts or negotiations with

NGCP, DU, Generation Companies or other similar entities in a different industry.

- (i) For those intending to collect cash security deposit: A certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, Restricted Account or Hold-out Agreement facilities.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such cash security deposit. Otherwise, collection of cash security deposit shall not be allowed.

- C7.2 All submissions shall be certified under oath by the Applicant or any duly authorized representative in case of a juridical entity. The duly authorized representative shall likewise submit proof of his/her authority, such as but not limited to a duly notarized Secretary's Certificate.

C8. Documents Previously Submitted

- C8.1 If any of the documents required under Modules C5 to C7 have been previously submitted to the ERC, the Applicant may issue a Sworn Statement of Prior Submission in lieu of the previously submitted document. The Sworn Statement of Prior Submission shall state the following: (1) the document(s) submitted to the ERC prior; (2) the date of such submission; (3) reference case or name of the specific Service within ERC where such document(s) was submitted; and (d) that there are no amendments to said document(s) from the date of previous submission.

Notwithstanding the submission of the Applicant of a Sworn Statement of Prior Submission, the ERC may require the Applicant to submit the document(s) referred therein, if, upon verification, such document(s) was not found in the records of the ERC.

C9. RE Suppliers License

- C9.1 No person or entity may engage in the supply of electricity to End-users under the GEOP unless such person/entity has secured a RES License/Letter-authority from the ERC and has secured an Operating Permit from the Department of Energy (DOE) pursuant to DOE Department Circulars DC2018-07-0019 and DC2020-04-0009, or any amendments thereto.

C10. Grounds for Suspension or Revocation of RES License/Letter-Authority

- C10.1 The ERC may suspend or revoke any RES License/Letter-authority in the case of Local RES, upon exercise of due process, on the following grounds:
 - (a) Providing false, misleading, or misrepresentation of information to customers and the ERC;
 - (b) Bankruptcy, insolvency, or any of the LRSEs where the Retail Supplier is at fault;

- (c) Failure to provide service to any customer, without justifiable cause, within two (2) years from the grant of the RES License or Letter-authority;
- (d) Failure to meet a satisfactory rating based on the parameters to determine a Retail Supplier in Good Standing under Module O;
- (e) Engaging in anti-competitive activities or behavior, including abuse of market power; and
- (f) Other violations of applicable laws, these Omnibus Rules, and other relevant ERC issuances.

C11. Basic Obligations of Retail Suppliers

C11.1 The following obligations shall be observed by all Retail Suppliers licensed/authorized by the ERC:

- (a) A Retail Supplier that is also engaged in other electricity-related business/es shall ensure that its supply business activities and rates are functionally and structurally unbundled, as provided for in Rule 10 of the IRR of the EPIRA on the Structural and Functional Unbundling of Electric Power Industry Participants. In the said unbundling, the Retail Supplier shall ensure that there is no cross-subsidization between and among its business activities, in accordance with the ERC-approved Business Separation and Unbundling Plan;
- (b) A Retail Supplier shall maintain its own website linked to the ERC and DOE websites. Such website shall provide updated information, including indicative or average contract and electricity prices under its RSCs and value-added services, to enable Retail Customers to make informed choices;
- (c) A Retail Supplier shall adopt the Central Registration and Settlement System (CRSS) of the Central Registrations Body (CRB) for switching its customers in the Retail Market;
- (d) A Retail Supplier shall identify and segregate the components of the Retail Rate on its bills to Retail Customers as provided in Module F Billing and Payments;
- (e) A Retail Supplier shall comply with the financial capability standards provided in Module C5.1 (c) and C6.1 (c) of these Omnibus Rules and as may be determined by the ERC to protect the interest of the Retail Customers;
- (f) A Retail Supplier shall ensure that the cash security deposits collected from its Retail Customers are sufficiently secured and segregated from other funds held by the Retail Supplier; such cash security deposits shall be held in either an escrow, restricted account or Hold-out Agreement facility making the said deposit unavailable for use in funding the Retail Supplier's working capital or other funding requirements;
- (g) The Retail Supplier shall be required to pay the customer annual interest on collected cash security deposits equivalent to the interest earnings of the subject amount, which may be applied as a deduction on the current billing of the customer;
- (h) The above notwithstanding, the Retail Supplier may draw sufficient funds from the escrow account, restricted account or Hold-out Agreement facility in case the customer commits a breach of its payment obligations to it, details of which should be agreed upon by both parties. On the other hand, in the event of the Retail Supplier's failure to supply the customer, the latter shall refund its cash

security deposit and interest earned, less any outstanding obligations, subject to the provisions of the agreement entered into and the RSC;

- (i) A Retail Supplier that sources power from the WESM shall comply with the WESM Rules at all times;
- (j) A Retail Supplier shall comply with all the applicable rules and regulations of the Retail Market, and other relevant issuances of the ERC concerning abuse of market power, cartelization, and any other discriminatory and anti-competitive behavior;
- (k) A Retail Supplier is required to collect from all its Retail Customers monthly, where applicable, those items listed under Module F1.2. The Retail Supplier shall likewise comply with the Rules Governing the Collection of Universal Charges and the Guidelines and Procedures Governing Remittances and Disbursements of Universal Charge, and the Guidelines on the Collection of the Feed-In Tariff Allowance (FIT-All) and the Disbursement to the FIT-All Fund issued by the ERC and any subsequent amendments thereto;
- (l) A Retail Supplier shall inform the ERC of any material change to any of the information supplied in its documentary requirements under Module C5 to C7 hereof within three (3) calendar days from the occurrence of such event;
- (m) A Retail Supplier shall comply with the provisions of the EPIRA and its IRR, the applicable provisions of the Business Separation Guidelines as Amended, the Philippine Distribution Code (PDC), the Distribution Services and Open Access Rules (DSOAR) as Amended, these Omnibus Rules and any subsequent amendments thereto, and such other relevant issuances of the ERC;
- (n) A Retail Supplier, particularly the Local RES operating within its Franchise Area, shall comply with the provisions of Section 26 of the EPIRA and its IRR, which provides that, the DU may engage directly or indirectly, in any business undertaking that maximizes the utilization of its assets and shall apportion at least fifty percent (50%) of the net income derived from such undertaking to reduce its distribution wheeling charges;
- (o) A Retail Supplier that intends to cease operations shall notify the ERC at least sixty (60) calendar days prior to the intended date of cessation of operations and shall provide proof of the refund of any monies owed to its Retail Customers, as well as a settlement plan or proof of payment of any amount owed to a DU, TransCo/its buyer or concessionaire, WESM or Generation Company. Thereafter, the RES License is deemed revoked; and
- (p) A Retail Supplier who has defaulted in any of the provisions of its RSC, including causing the occurrence of an LRSE, shall be responsible for the continuous supply of electricity to the affected Retail Customer until such time that the Retail Customer has entered into a contract with a new Retail Supplier or Supplier of Last Resort (SOLR). In case the new rate is higher than the agreed upon rate under the previous RSC, the Retail Customer may avail of any of the appropriate remedy for indemnification provided in such RSC.

C12. Ownership Limitations and Other Restrictions for Retail Suppliers

- C12.1 A Retail Supplier or Affiliate thereof, or any stockholder, director, officer, or any of their relatives within the fourth (4th) civil degree of consanguinity or affinity, legitimate or common law, shall not hold any interest, directly or indirectly, in the Independent Market Operator (IMO).
- C12.2 Except for ex-officio government-appointed representatives, no person who is an officer or director of TransCo or its buyer or concessionaire shall be an officer or director of any Retail Supplier.
- C12.3 A Retail Supplier, or its stockholders, directors, or officers within the fourth (4th) civil degree of consanguinity and their respective spouses, shall not be allowed to hold any shares of stock in TransCo/its buyer or concessionaire; *Provided*, that the cross-ownership prohibition under the provision shall not apply to a relative by blood or marriage if such relative of any stockholder, director or officer of TransCo/its buyer or concessionaire has no employment, consultancy, fiduciary, contractual, commercial or other economic relationship or interest in TransCo/its buyer or concessionaire, or conversely, if such relative of any stockholder, director, or officer of a Retail Supplier, has no employment, consultancy, contractual, commercial or other economic relationship or interest in the Retail Supplier, *Provided further*, that this prohibition on cross-ownership shall not apply to:
- (a) ownership of shares of stock in a company listed in the Philippine Stock Exchange (PSE) even if such listed company is a Retail Supplier if such share ownership is not more than one per centum (1%) of the total outstanding shares of such listed Retail Supplier; or
 - (b) ownership of shares of stock which is not more than one per centum (1%) in a company listed in the PSE which owns or controls shares of stock in TransCo/its buyer or concessionaire; *Provided*, that such owner of shares of stock in the listed corporate stockholder of the TransCo/its buyer or concessionaire shall not own more than one per centum (1%) of the shares of stock or equity interest in any Retail Supplier.
- C12.4 In no case shall a Retail Supplier be allowed to purchase more than fifty percent (50%) of its capacity requirements from its affiliate Generation Companies.

C13. Payment of Fees

- C13.1 The Applicant, either for a new application or application for renewal of RES license, shall pay the application fee of Ten Thousand Pesos (PhP10,000.00) upon the issuance of ERC of a Confirmation of Completeness Email (CCE) with the attached statement of account.
- C13.2 If the new application is granted, the ERC shall issue a Notice of Approval (NOA) with the attached statement of account to the Applicant. The Applicant shall pay the RES License fee of One Hundred Thousand Pesos (PhP100,000.00) to facilitate the release of its RES License.

- C13.3 The above application fee and RES License fee are subject to change, upon subsequent amendments to the Schedule of ERC Fees and Charges.

C14. Term of License

- C14.1 All new RES Licenses issued by the ERC shall be valid for five (5) years from the date of its approval. Thereafter, for renewals as provided under Module C6 of these Omnibus Rules, and subject to ERC evaluation and approval, a Retail Supplier with a Very Satisfactory rating shall be granted a license valid for ten (10) years and a Retail Supplier having a Satisfactory rating shall be granted a license valid for five (5) years.

MODULE D PARTICIPATION OF ELIGIBLE END-USERS UNDER THE CUSTOMER CHOICE PROGRAMS

D1. Voluntary Participation Under the Customer Choice Programs

D1.1 Eligible End-users, including a Directly Connected Customer (DCC) meeting the demand threshold set by the ERC, may, at its option, switch to and avail of the following Customer Choice Programs, subject to the eligibility requirements set under Modules D2 to D4 hereof:

- (a) Competitive Retail Electricity Market Program (CREM);
- (b) Green Energy Option Program (GEOP); and
- (c) Retail Aggregation Program (RAP)

D1. 2 The demand threshold for eligibility to the CREM and RAP is 500kW. The ERC shall issue separate Resolution/s for the lowering of the demand threshold, until it reaches the household demand level.

D2. Eligibility Requirements of End-users for CREM

- D2.1 The eligibility of an End-user for CREM shall be determined by a Single Revenue Meter, as follows:
- (a) An existing End-user that has a registered historical average monthly peak demand equivalent to the prevailing threshold level set by the ERC for the CREM, for the preceding twelve (12) months; or
 - (b) An End-user whose forecasted monthly peak demand for the next twelve (12) consecutive months, based on load profiling, is equivalent to or above the prevailing threshold level approved by the ERC.

D3. Eligibility Requirements of End-users for GEOP

D3.1 The following threshold level shall apply to all eligible End-user subject to any subsequent amendments under DOE DC No. 2018-07-0019:

- a) An End-user with an average monthly peak demand of one hundred kilowatts (100kW) and above for the past twelve (12) months may participate in the GEOP;
- b) An End-user that has been in operation for less than twelve (12) months shall be considered a newly connected End-user. Such End-user may participate in the GEOP, subject to the following:
 - i. End-users whose estimated average monthly peak demand for the next twelve (12) months, based on the load profiling, is three hundred (300kW) or above; or
 - ii. End-users whose estimated average monthly peak demand for the next twelve (12) months, based on the load profiling, is from 100kW to below 300kW, and has a registered historical monthly peak demand of at least 100kW for three (3) consecutive months.

D3.2 An End-user with an average monthly peak demand below one hundred kilowatts (100kW) may participate in the GEOP after the DOE, in consultation with the ERC, the National Renewable Energy Board (NREB) and industry stakeholders, determines that the technical requirements and standards are already met.

D4. Eligibility Requirements of End-users for RAP

D4.1 End-users not yet meeting the prevailing threshold set by the ERC for the CREM may form an Aggregated Group and participate in the RAP, subject to the following:

- (a) The aggregated average monthly peak demand of the Aggregated Members, for the preceding three (3) months is equivalent to or higher than the prevailing demand threshold set by the ERC;
- (b) There shall be no limit on the number of End-users forming an Aggregated Group provided that their aggregated demand complies with the prevailing demand threshold for eligibility set by the ERC;
- (c) Aggregated Members located in a Contiguous Area. For purposes of these Omnibus Rules, Contiguous Area pertains to the geographical boundaries identified under item (d) of this Module; and
- (d) Aggregation of End-users may be allowed within any of the following geographical locations:
 - i. Subdivisions;
 - ii. Villages;
 - iii. Business Districts;
 - iv. Special Economic Zones; and
 - v. Such other location in which supply of electricity of similarly situated End-users can be measured through metering devices:

1. Condominium buildings;
2. Commercial establishments;
3. Mixed-use development complexes;
4. Same Franchise Area of the DU, *Provided*, that the metering facilities to be aggregated, belong to:
 - a. Same owner; or
 - b. Businesses covered by the same franchise.
5. Others, as may be determined by the ERC.

D4.2 For purposes of determining eligibility of End-users with installed meters not capable of recording demand, the formula below shall be used:

$$\text{Demand, kW} = \frac{(\text{Average Consumption} \div \text{No. of Days in a Month}) \div 24 \text{ Hours}}{\text{Load Factor}}$$

Where:

Average Consumption is the average kWh consumption for the immediately three (3) preceding months; and

Load Factor is the applicable load factor for the End-user as used or determined by the DU where the End-user is located.

D4.3 The Retail Supplier shall be responsible for vetting demand computed with the assistance of the DU.

D5. Procedures in Informing Eligibility of End-Users in the Retail Market

D5.1 In lieu of the issuance of Certificates of Contestability, the monthly billing statement from the NSP shall be considered as proof of eligibility and qualification to the CREM and GEOP.

D5.2 As such, the NSPs shall inform their End-users who are eligible to participate in any of the Customer Choice Programs as provided under Modules D2 to D4 of these Omnibus Rules, by including the following in the subject End-user's monthly bill, to wit:

Your average monthly peak demand has reached _____. You are now an Eligible End-user for GEOP [and/or CREM].

For more details, including procedures for switching to your preferred Retail Supplier, please access the Energy Regulatory Commission – Buy Your Electricity Website (bye.erc.ph).

Such clause shall be clearly written and shall be placed in a conspicuous portion in the Eligible End-user's monthly bill for as long as the End-user is still meeting the demand threshold or until such time it has switched to CREM or GEOP. The NSP shall only include the option for CREM if the demand level

of the Eligible End-user meets the threshold level of the CREM; otherwise, it shall only indicate eligibility for GEOP.

- D5.3 TransCo/its buyer or concessionaire shall be responsible for the End-users directly connected to transmission and sub-transmission facilities relative to informing them of their eligibility and providing ERC with the relevant information on such End-users.

D6. Metering Requirements for Retail Customers

- D6.1 The DU shall be the default RMSP for the Retail Market until the ERC adopts rules that shall govern the process of authorizing other RMSPs other than the NSP. The TransCo/its buyer or concessionaire shall likewise act as the default RMSP for the Directly Connected Retail Customer.
- D6.2 The RMSP shall procure, install, maintain and repair on behalf of the Eligible End-user, the appropriate metering facilities, which shall include but are not limited to, the ERC-type approved interval meter and the telemetering devices required to effectively communicate with its automated meter reading facilities for remote or manual data retrieval. The RMSP shall likewise calibrate with the supervision of the ERC these metering devices, conduct meter reading and data dissemination to the CRB.
- D6.3 The cost of the appropriate metering facilities and its installation shall be borne by the Eligible End-user and shall be paid upon execution of a Connection Agreement or an Amendment thereto, in case of existing customers.
- D6.4 The Retail Customer shall likewise be responsible for the settlement of ERC-approved metering charges in accordance with its customer classification, to cover other metering services provided by the RMSP.

In the interim, a Retail Customer who was previously classified as a residential customer under the Captive Market shall now pay the metering charges applicable to low-voltage customers or its equivalent classification under private distribution utilities, until such time that the ERC has issued a separate resolution rationalizing metering costs for all customer types within a specific franchise area, *Provided*, that the DU acting as the default RMSP, shall ensure that there is no cross-subsidization of metering costs between Retail Customers and Captive Customers. No costs or parts thereof, accruing to the metering requirements of the Retail Customers, including the installation, maintenance of such meters, and other related services, shall be charged to Captive Customers.

- D6.5 The RMSP shall install the appropriate metering facilities or enhance existing metering facilities by installing telemetering devices to allow effective communication with its automated meter reading facilities within thirty (30) calendar days from receipt of Eligible End-user's notice of intention to switch; a longer time may be allowed in the case of an Aggregated Group, *provided*, that such period shall not exceed sixty (60) calendar days. Module D6.4 shall apply

in the settlement of necessary meter installation, maintenance and recurring costs for related services.

- D6.6 Metering Requirements shall be in accordance with the applicable provisions of the Philippine Distribution Code (PDC), Philippine Grid Code (PGC), Distribution Services and Open Access Rules (DSOAR), Open Access Transmission Service (OATS) Rules, Rules to Govern the Implementation of Advanced Metering Infrastructure (AMI) by DUs and Other Authorized Entities, other related ERC issuances, and any subsequent amendments thereto, subject to the pertinent provisions of these Omnibus Rules.
- D6.7 Eligible End-users and/or Retail Customers shall have the right to own metering equipment and select their own contractor or equipment vendor provided that it meets the metering requirements under Module D6.6 herein. Notwithstanding ownership of the metering facilities, Eligible End-users and/or Retail Customers shall ensure that metering facilities are in areas that are easily accessible by the RMSP, NSP or Retail Supplier and that such access shall not be denied.

MODULE E

SWITCHING PROCESS FOR RETAIL CUSTOMERS

E1. Basic Conditions for Switching

- E1.1 Any Eligible End-user who intends to switch to the Retail Market or switch from one Retail Supplier to another shall comply with the basic conditions set forth in the succeeding Modules.
- E1.2 The Retail Supplier shall submit a switch request on behalf of the Eligible End-user to the CRB once the following initial conditions are met:
- (a) An RSC has been executed between an Eligible End-user and a Retail Supplier;
 - (b) A DWSA/TSA has been executed by a Retail Supplier and an NSP for a single billing arrangement;
 - (c) A CA with an NSP and an MSA with an RMSP has been executed covering the Retail Customer; and
 - (d) An agreed cooling-off period, subject to Module L13 of these Omnibus Rules, has expired.
- E1.3 No Eligible End-user shall be allowed to make an Initial Switch to a Retail Supplier, should it have an outstanding balance with its NSP. An Eligible End-user who is about to migrate to the CREM/GEOP shall be entitled to the refund of the bill deposit from its NSP in accordance with Section 3.4.2, Article III of the DSOAR and any subsequent amendments thereto.
- E1.4 In the case of a Regular Switch, a Retail Customer shall be allowed to switch to or be supplied by a new Retail Supplier or by a SOLR, notwithstanding the existence of any dispute/s over billed amounts or additional impositions not explicitly stated in the RSC. The Retail Customer, however, shall be responsible

for ensuring that it has fully complied with its other lawful obligations with its current Retail Supplier; and that the Retail Supplier is not precluded from enforcing any or all of the remedies available to it as stipulated in the RSC, should the Retail Customer fail to comply.

The return of the Retail Customer’s security deposit, if payment of such deposit is indicated in its RSC, shall be completed within thirty (30) calendar days after the termination of the RSC unless a shorter period has been agreed upon, in writing, by the parties.

E2. Eligible End-user or Retail Customer Obligations

E2.1 An Eligible End-user intending to switch to any of the Customer Choice Programs, including members of an Aggregated Group through its Retail Supplier acting as the aggregator, are obligated to complete the following:

- (a) For initial switches, notify the NSP through registered mail, electronic mail, or personal service, of the intention to switch and such notification is received by the NSP, at least ninety (90) calendar days prior to its intended switch date; and
- (b) Enter into an RSC with the Retail Supplier, and an MSA with the RMS. Eligible End-user shall provide the CRB and the Retail Supplier a copy of its signed MSA at least thirty (30) calendar days prior to its intended date switch date.

E2.2 An Eligible End-user shall settle all its outstanding balances with its NSP particularly for initial switches. After the initial switch has been implemented, the Eligible End-user who is now a Retail Customer, shall settle all other balances it has incurred after the issuance of the attestation of no outstanding balance up to the point of effectivity of the switch, in accordance with Module E1.3 herein. In case the bill deposit is not sufficient, the Retail Customer shall settle the deficit within seven (7) business days from receipt of the bill, unless such billing is disputed. This dispute shall be treated as a dispute of a Captive Customer and the relevant provisions of the DSOAR, and other related ERC issuances shall apply.

E2.3 While the existence of an outstanding balance with the existing Retail Supplier allows a Retail Customer to undergo a regular switch as provided under Module E1.4 herein, the Retail Customer shall continue to comply with its other obligations as provided in their RSC.

E2.4 Module E2.1 shall also apply to eligible DCCs intending to switch to any of the Customer Choice Programs. Consistent with the relevant issuances of the DOE, a DCC may continue to directly source its power supply from a generation company until the expiration of its contract. Thereafter, if the DCC’s demand meets the CREM eligibility threshold, it shall be treated as a Retail Customer and shall be subject to existing relevant to the retail market.

E3. Retail Supplier Obligations

E3.1. The Retail Supplier is required to comply with the following:

- (a) Enter into an RSC with the Eligible End-user or Retail Customer, whichever is applicable. In the case of an Aggregated Group under RAP, the Retail Supplier shall enter into individual contracts with each of the Aggregated Member should the latter opt for individual contracts; *Provided*, that the terms and conditions shall be the same across all contracts;
- (b) Notify the Eligible End-user’s or the Retail Customer’s NSP and the CRB through electronic mail, registered mail, personal service, or via the NSP or CRB platform/system, the required information pertinent to its signed RSC with the Eligible End-user or Retail Customer, at least thirty (30) calendar days prior to the intended switch date;
- (c) For initial switches, notify the concerned DU that an Aggregated Group has been formed, through electronic mail, registered mail, or personal service, ensuring receipt of such notification at least (90) calendar days prior to the intended switch date;
- (d) Enter into a DWSA or TSA whichever is applicable, with the NSP of the relevant Eligible End-user or Retail Customer at least twenty (20) calendar days prior to the intended switch date;
- (e) Inform the CRB of the occurrence of any of the LRSEs as enumerated under Module G3.2, as applicable;
- (f) Maintain customer information received from the NSP or CRB in a confidential manner and in accordance with the Data Privacy Act of 2012, its Implementing Rules and Regulations, other issuances of the National Privacy Commission and other relevant laws of the Philippines; and
- (g) Register as a WESM member in accordance with the WESM Rules and any subsequent amendments thereto.

E4. Network Service Provider Obligations

E4.1 The NSP is required to comply with the following:

- (a) Enter into a DWSA/TSA with the Retail Suppliers, in a fair, transparent and non-discriminatory manner;
- (b) Inform the Retail Supplier of the transmission, distribution services, and other charges, segregated and unbundled, for each of its Retail Customers, through its monthly electric bill;
- (c) In instances where NSP is the default meter provider, the NSP shall ensure proper maintenance of the authorized meters toward ensuring that these are in proper working condition and are compliant with the pertinent laws, and rules on the matter;
- (d) Submit to the CRB all the necessary information of the Retail Customer and execute all the necessary documents for switching, including but not limited to, attestations of no outstanding balance, within thirty (30) calendar days from receipt of notice of intention to switch; and

- (e) Perform other relevant duties and obligations in accordance with pertinent laws, rules, and regulations.

E5. Different Contracts Necessary for Switching

- E5.1 The following Retail Market participants/players shall execute and sign an attestation that they have entered into any of the contracts and/or agreements, as applicable, which shall form part of the application for switching:
 - (a) the Retail Supplier and the Retail Customer for the RSC, its terms and conditions including the effectivity dates;
 - (b) the Retail Supplier and the relevant NSP for the wheeling/transmission services covering the Retail Customer; and
 - (c) the Retail Supplier or the Retail Customer, as applicable, and the registered RMSP for the metering services covering the Retail Customer.

E6. Switching Procedures

- E6.1 Once the basic conditions for Switching as stated in Module E1 have been satisfied, the prospective Retail Supplier shall submit a Switch Request to the CRB copy furnish its NSP at least thirty (30) calendar days before the intended switch date in accordance with CRB’s manner of submission.
- E6.2 The Retail Supplier shall submit a Switch Request Form accompanied by the attestations as provided under Module E5 herein, Prudential Requirements, and such other requirements of the CRB, if applicable. The CRB, upon receipt of the Switch Request, shall verify the satisfaction if the Retail Supplier has updated its WESM Prudential Requirements if required by the Market Operator (MO), to ensure that it fully satisfies the Prudential Requirement as set out in the WESM Rules.
- E6.3 The CRB shall, for a period not exceeding three (3) business days check the completeness of the above-mentioned requirements, including the verification of information of the Retail Customer, as submitted by the NSP under Module E4 and notify the Retail Supplier and the Retail Customer of deficiencies, if any.
- E6.4 If the CRB determines that the conditions set forth in Modules E5 and E6 are not met, or, if the MO confirms that the Prudential Requirements are not fully satisfied, the CRB shall notify the Eligible End-user/Retail Customer, the new Retail Supplier that submitted the switch request, the relevant NSP and the RMSP, that the Switch Request shall not take effect and the reasons thereof. Thereafter, the following shall be complied with:
 - (a) The Retail Supplier, which submitted the Switch Request, shall rectify the deficiencies in the application or requirements in its application and submit the complete requirements to the CRB;
 - (b) If the deficiency pertains to Prudential Requirements, the party required to comply shall update its Prudential Requirements to the satisfaction of the MO; and

(c) If the deficiency pertains to the metering requirements, the relevant DU as the RMSP shall complete the requirements at the most practicable time. For cases which require scheduling of service interruption on the part of the Eligible End-user, the completion will be based on the agreed date of execution with the Eligible End-user.

- E6.5 All deficiencies in its submission should be completed by the Retail Supplier, Retail Customer/Eligible End-user or RMSP, whichever is applicable, within five (5) business days after receipt of the CRB’s notice. The maximum seven (7) day period to complete the switch request evaluation shall be tolled pending the submission of the deficiencies, if any. If after the lapse of five (5) business days, the deficiencies in the application or requirements are not rectified, the CRB shall notify the Retail Supplier, copy furnish the Eligible End-user/Retail Customer, the NSP, the RMSP and the current Retail Supplier, in the case of a regular switch. Such information will indicate that the Switch Request will not be processed, without prejudice to refile of a new request, *Provided*, that all conditions are met by the Retail Supplier and/or the party required to comply.
- E6.6 If there are no deficiencies in the submission, the CRB shall complete its evaluation and shall issue the switch request approval for a period not exceeding seven (7) business days from submission of a complete switch request requirements. The CRB shall notify the Retail Supplier, the Retail Customer, RMSP, the relevant NSP, and in the case of a Regular Switch, the current Retail Supplier/SOLR of the approval of such switch request and the effective switch date.
- E6.7 The aforementioned procedures shall likewise apply to regular switching from one Retail Supplier to another.
- E6.8 The CRB shall ensure that the periods to evaluate switch requests, including notification of deficiencies in submitted requirements, shall be in accordance with the periods provided in these Rules so as not to prejudice and cause undue delay to the switching of the Retail Customer. Failure to comply with the periods provided herein shall be a ground for initiating a complaint against the CRB.

E7. Customer Relocation within DU’s Franchise Area

E7.1 A Retail Customer who intends to transfer to a new service address within the DU's Franchise Area and wishes to continue receiving service from its Retail Supplier shall send a Request for Relocation of Service to its Retail Supplier, with copy furnished to the CRB, at least thirty (30) calendar days before the planned relocation date. The Request for Relocation of Service shall contain the following:

- (a) Address of the new location; and

- (b) Intended date of transfer and the commencement of service at the new location. Prior to sending a request for relocation of service to its current Retail Supplier, the Retail Customer should have performed due diligence in ensuring that the intended relocation site is within the DU's Franchise Area and distribution system, and all necessary connection and metering requirements have been completed.
- E7.2 The Retail Supplier shall inform the Retail Customer whether it shall continue or discontinue its service at the Retail Customer's new location within one (1) business day from receipt of the Request for Relocation of Service. In the event of discontinuance, the Retail Supplier shall provide the reason therefor. Likewise, within the same period specified herein, the Retail Supplier shall send a copy of the Retail Customer's Request for Relocation of Service, along with a notice to continue or discontinue Retail Supplier's service to the CRB. In the event that the Retail Supplier opted not to continue the service at the new location, the Retail Customer shall endeavor to find a new Retail Supplier and undergo the Switching Procedures under Module E6 hereof.
- E7.3 If the Retail Supplier shall continue its service, the CRB shall forward the request for relocation of service to the DU within one (1) business day from receipt of notice from Retail Supplier.
- E7.4 The DU shall send a notice of approval or disapproval of such request to the Retail Supplier through the CRB within two (2) business days from receipt of CRB's notice and the CRB shall forward such notice to the Retail Supplier within one (1) business day from receipt. In case of approval, the Retail Supplier shall enter a new or amend the DWSA with the DU within three (3) business days from receipt of the notice of the approval.
- E7.5 The DU shall then send a notice to the CRB that the DWSA has been entered into and the effective date and time for the commencement of the service in the new location, within two (2) business days from execution of the DWSA.
- E7.6 The CRB shall forward the DU's notice of the DWSA to the Retail Supplier within one (1) business day from receipt of such notice and the Retail Supplier shall then forward the notice to its Retail Customer within one (1) business day from receipt thereof.
- E7.7 The DU and Retail Customer shall have a new CA at the new location. The relocation date shall take into consideration the DU's completion of connection facilities at the new location.
- E7.8 In cases where the Retail Supplier does not agree to continue to provide its service to the Retail Customer:
- (a) The Retail Customer, before relocation, shall switch to a new Retail Supplier following Module E6; and
 - (b) If the Retail Customer fails to comply with the above procedures, the CRB shall notify the Retail Supplier and the DU or NSP. The Retail Customer shall endeavor to secure a new RES before connection to the DU or NSP System.

E7.9 The foregoing Modules shall only apply to Retail Customers whose demand still falls within the eligibility threshold as determined by the DU or NSP.

E8. Customer Relocation to Another Franchise Area

E8.1 A Retail Customer who intends to transfer to a new service address in another Franchise Area shall be governed by the procedures for new applications as provided in these Omnibus Rules.

E9. Prohibited Commercial Transfers

E9.1 A Retail Customer shall not be transferred to another Retail Supplier, or its RSC assigned to another Retail Supplier, or reverted to a non-retail Supplier without the Retail Customer’s authorization and consent in writing.

The Retail Customer may file a complaint with the ERC, in the event a prohibited Commercial Transfer has occurred.

MODULE F BILLING AND PAYMENTS

F1. Bill Content

F1.1 The Retail Supplier's bills shall also contain sufficient information to allow Retail Customers the ability to calculate their charges, such as but not limited to the kWh usage for the indicated billing period, the billing due date, fuel cost charges, if applicable, remaining balance and payments applied.

F1.2 The Retail Supplier or Primary Retail Supplier shall unbundle all its charges, and each bill to the Retail Customer shall contain the following:

(a) Retail Supplier Charges:

- i. Generation Charge;
- ii. Supplier’s Charge;
- iii. WESM Charges, if applicable;
- iv. Arrears, if any; and
- v. Interests or penalty charges, if any.

(b) ERC Approved Charges related to Distribution and Transmission, as applicable:

- i. Transmission Charge;
- ii. Distribution Charge;
- iii. Metering Charge;
- iv. System Loss Charge;
- v. Local Franchise Tax;
- vi. Real Property Tax;

- vii. Senior Citizen Subsidy;
- viii. Lifeline Rate Subsidy;
- ix. Value-Added Tax (VAT);
- x. Universal Charge;
- xi. FIT-All Charge;
- xii. Reinvestment Fund for Sustainable CAPEX Charge, if applicable;
- xiii. Arrears, if any; and
- xiv. Other Government Charges and Adjustments approved by the ERC.

Total Electricity Bill = (a) + (b)

- F1.3 The Retail Supplier's bills shall be in clear and simple language, and shall, among others, contain the following:
- (a) Retail Supplier's customer service address, email and telephone number;
 - (b) Address, telephone number and email addresses of the Consumer Affairs Service (CAS) of the ERC;
 - (c) NSP's customer service and emergency telephone numbers; and
 - (d) Other announcements or information, as may be required by the ERC.

F2. Billing Scheme

- F2.1 The NSP shall send, either through electronic mail, registered mail or personal service, as may be agreed upon by the parties to the DWSA/TSA, its billing statement to the Retail Supplier or to the nominated Primary Retail Supplier in case of multiple Retail Suppliers, within the timeframe specified in its billing agreement after it has provided the Meter Reading Data to the CRB.
- F2.2 The Retail Supplier or Primary Retail Supplier shall send the consolidated billing statement to the Retail Customer within the timeframe specified in its RSC upon receipt of NSP's billing statement. Other Retail Suppliers, in case of multiple Retail Suppliers, shall send its billing to the Retail Customer as specified in its individual agreement.
- F2.3 The Retail Customer shall receive one consolidated bill from the Retail Supplier or the Primary Retail Supplier reflecting all charges including the approved wheeling charges, described in Module E31 hereof, from the NSP and separate bills from its other Retail Suppliers, in case of multiple Retail Suppliers, indicating its Retail Supplier Charge for the billing period.
- F2.4 A Retail Customer is responsible for paying the amounts billed by its Retail Supplier, *Provided*, that such amount/s is based on the charges clearly identified in their RSC. The Retail Customer shall not be responsible for any amount/s not paid by the Retail Supplier to other market participants. Any prejudice to the Retail Customer due to the non-payment of the Retail Supplier to other market participants shall entitle the Retail Customer to damages and other indemnifications as may be agreed upon in the breach of contract provisions stated in their RSC.

- F2.5 The Retail Supplier or Primary Retail Supplier shall have the responsibility to contract directly with the NSP for the wheeling or transmission services.
- F2.6 Other Retail Suppliers, in case of multiple Retail Suppliers, shall follow Module F1 above, as applicable, for each bill sent to the Retail Customer within the timeframe agreed in its respective RSC.
- F2.7 The Retail Supplier or Primary Retail Supplier shall merely act as a collecting agent on behalf of the NSP for the distribution and transmission charges identified under Module F1.2 (b) of these Omnibus Rules, as applicable, and shall be responsible for settling these charges with the latter. Such distribution and transmission charges are pass-through charges by the NSP based on rates approved by the ERC, thus, shall not form part of the revenue or losses of the Retail Supplier. The Retail Supplier shall not add and collect administrative fees for collecting such distribution and/or transmission charges.

F3. Payment Processing and Remittance

- F3.1 The Retail Supplier or multiple Retail Suppliers shall pay all amounts due to the NSP within the timeframe specified in their wheeling or transmission service agreements to avoid disconnection of supply.
- F3.2 The Retail Supplier shall remit to the appropriate entities other ERC-approved pass-through charges it has collected from the Retail Customer, which shall include but not be limited to, remittance of the FIT-All charges to the FIT-All Fund Administrator, in accordance with Module C11.1 (i) of these Omnibus Rules.
- F3.3 The Retail Supplier/s or Primary Retail Supplier may impose late payment charges on the Retail Customer for unpaid amounts, *Provided*, that the terms of the late payment charges are clearly stated in the RSC and previously disclosed to the Retail Customer. The Retail Supplier or Primary Retail Supplier shall pay wheeling or transmission service payments to the NSP within the timeframe specified in their billing agreement by use of electronic fund transfer or any other means agreed upon by both parties.
- F3.4 Should payment by the Retail Customer be made through check and the same is returned for any reason, the Retail Supplier/s or Primary Retail Supplier may charge the Retail Customer for the return fee and any reasonable administrative fee, in addition to late payment charges, provided that these charges are stated in the RSC and previously disclosed to the Retail Customer.
- F3.5 No late payment charges or fees, including administrative charges, may be collected by the Retail Supplier/s or Primary Retail Supplier from the Retail Customer, if these charges are not clearly stated in the RSC, and previously disclosed to the Retail Customer.

MODULE G

SUPPLIER OF LAST RESORT (SOLR)

G1. Entities Allowed to Act as a SOLR

G1.1 The following entities are allowed to act as a SOLR:

- (a) A DU with an ERC-approved BSUP for regulated retail service to operate within their Franchise Area only; and
- (b) A RES with a valid license and an ERC-approved BSUP for regulated retail service.

G2. General Requirements and Qualifications of a SOLR

G2.1 The following are the requirements for entities intending to be a SOLR:

- (a) WESM Registration and Membership;
- (b) Certificate of Compliance with WESM for the following:
 - i. Metering;
 - ii. Prudential Requirements; and
 - iii. Financial Obligations.
- (c) With Retail Customer/s; and
- (d) ERC-approved Business Separation and Unbundling Plan (BSUP) for a Regulated Supply Business Segment.

G2.2 Any of the entities under Module G1 herein shall submit a letter of intent to act as a SOLR including submission of proof of its compliance with the requirements under Module G2.1. Upon determination of compliance with the requirements mentioned above, the ERC shall issue a Letter of Designation to act as SOLR to such entity within sixty (60) calendar days from the receipt of complete requirements.

G3. Last Resort Supply Events (LRSE)

G3.1 An LRSE is an event which may trigger the Retail Customer to switch to a SOLR. A Retail Customer that is no longer being supplied by their Retail Supplier due to the occurrence of any LRSE shall be served by the SOLR in accordance with the terms and conditions of their SOLR contract.

G3.2 The following circumstances are considered LRSEs:

- (a) Either party terminated the RSC due to breach of contract, *Provided, that* the Retail Customer did not cause the breach;
- (b) The TSA or DWSA between the Retail Supplier and the relevant NSP was terminated;
- (c) The Retail Supplier ceased to operate;

- (d) The GEOP Operating Permit issued to an RE Supplier has been revoked by the DOE;
- (e) The Retail Supplier is no longer permitted to trade electric energy through the WESM, in accordance with the applicable WESM or Retail Market Rules;
- (f) The Retail Supplier has given notice to the ERC that it will no longer provide supply of electricity;
- (g) The Retail Supplier has unilaterally terminated the RSC without just cause;
- (h) The Retail Supplier does not agree to continue providing supply to the Retail Customer in the event of relocation of the latter and the Retail Customer fails to switch to another Retail Supplier in time for such relocation;
- (i) The Retail Supplier has defaulted in its RSC with an Aggregated Group;
- (j) The ERC has revoked the RES License or Letter-authority; and
- (k) Any other circumstances that may be deemed an LRSE by the ERC, subject to the submission of a letter-request by the Retail Supplier with pertinent information and/or documents, for ERC's consideration.

G3.3 A Retail Customer disconnected by a Retail Supplier or RMSP for pilferage cannot avail of Last Resort Supply unless such Retail Customer pays in full any or all amounts, including any applicable charges, due to the Retail Supplier or the NSP.

G3.4 For circumstances provided under Module G3.2 of these Omnibus Rules, the Retail Supplier shall ensure continuous supply of electricity to the Retail Customer until the effectivity of the Regular Switch to another Retail Supplier or SOLR, and that the occurrence of the LRSE identified in this provision shall be covered by the liquidated damages or other measures for indemnification. This provision shall be reflected in the RSC at all times.

G4. Procedures for the Assumption of Last Resort Supply

G4.1 Upon discovery of the occurrence of any of the LRSEs in G3.2, the Retail Supplier shall immediately notify its affected Retail Customer/s, the CRB, and the ERC, including relevant documents in the said notice. Failure to provide notification shall be considered a violation of these Omnibus Rules and shall be subject to appropriate fines and penalties. If the LRSE is caused by ERC's revocation of a RES License, the ERC shall, within one (1) business day, inform the CRB of such revocation and post a notice to that effect, on the ERC official website and Buy Your Electricity website (bye.erc.ph).

G4.2 The Retail Customer shall inform the CRB that it will or will not avail of Last Resort Supply within one (1) business day after being notified of the occurrence of the LRSE.

G4.3 Upon receipt of notice of intention to avail Last Resort Supply from the Retail Customer and that the LRSE is one of those enumerated under G3.2 (a) to (i),

the following procedures shall apply, without need for confirmation or further action from the ERC:

- (a) The CRB shall send notice of intention to avail Last Resort Supply to all Retail Suppliers acting as SOLR and the DU acting as SOLR within the Franchise Area where the Retail Customer is located, within one (1) business day from the receipt of notice from Retail Customer as provided under G4.2;
- (b) The notified SOLRs, through the CRB, shall inform the Retail Customer of its offer, within one (1) business day from receipt of the notice of intention to avail of Last Resort Supply, which shall contain the following:
 - i. the effective date of transfer which shall also be the commencement of the Last Resort Supply;
 - ii. the details of the terms and conditions of the SOLR contract; and
 - iii. of their right to transfer to another Retail Supplier, purchase its energy requirement from WESM, at any time after the commencement of the Last Resort Supply, subject to the provisions of Module G9;and
- (c) If the Retail Customer agrees to the terms and conditions of the chosen SOLR and its attendant contract, said Retail Customer shall:
 - i. Sign the SOLR contract; and
 - ii. Pay the corresponding cash security deposit.

G4.4 For LRSEs contemplated under G3.2 (j) to (k) herein, the procedures outlined under G4.3 of these Omnibus Rules shall apply, upon CRB's receipt of notice of revocation of RES License or Letter-authority, or confirmation that such circumstance was deemed an LRSE by the ERC, whichever is applicable.

G4.5 The Retail Supplier is still responsible for the energy consumed from the time of cessation, revocation, suspension or termination until the effectivity of the switch to a SOLR.

G5. Disconnection After Notification of Non-availment of SOLR

- G5.1 In the event a Retail Customer signifies that it is not willing to avail of Last Resort Supply and the CRB is informed accordingly, the CRB shall inform the NSP within one (1) business day from receipt of the notice of the Retail Customer's decision not to avail of Last Resort Supply. The NSP, in turn, shall provide a 48-hour disconnection notice to the Retail Customer and ensure that said Retail Customer receives the notice properly.
- G5.2 Should the Retail Customer fail to find a new Retail Supplier within 48-hours of receipt of notice of disconnection, the RMSP or NSP shall be compelled to disconnect the said Retail Customer. It is incumbent upon the Retail Customer to inform the CRB within the same period that it is negotiating or is in the process of drawing up a contract with another Retail Supplier; in this case, Module G4.5 shall apply until effectivity of switch to such Retail Supplier.

- G5.3 The Retail Customer's electricity service will not be reconnected until said Retail Customer enters a contract with a Retail Supplier.

G6. Provision of Information by the CRB

- G6.1 The CRB shall provide the SOLR with the information of those Retail Customers who signified its intention to avail of Last Resort Supply in accordance with G4.2 herein.

- G6.2 The Retail Customer information shall include the following:

- (a) Billing address and service address, if different;
- (b) Customer's account number;
- (c) Meter reading date or cycle and reporting period;
- (d) Billing date or cycle and billing period;
- (e) Meter number;
- (f) DU's rate class and subclass classification;
- (g) Description of usage measurement type and reporting period; and
- (h) The most recent twelve (12) months of historical usage.

G7. Cash Security Deposit

- G7.1 A Retail Customer shall deposit one (1) month total estimated billing based on the average of the previous six (6) months' demand and energy usage. Cash Security Deposit collected by the SOLR shall be deposited in an escrow account, restricted account or Hold-out Agreement facility availed by the SOLR, making the said cash deposit unavailable for use in financing the SOLR's working capital requirements.
- G7.2 If a Retail Customer: (a) transfers from the SOLR to a new Retail Supplier; (b) reverts to the Captive Market from an Aggregated Group; or (c) have its SOLR service terminated due to nonpayment of bills, the final bill from the SOLR will be offset against the Retail Customer's security deposit.
- G7.3 Any remaining balance and interest earned shall be refunded to the Retail Customer within thirty (30) calendar days or a shorter period as agreed upon by the parties, from the final meter reading date. If there is a deficit, the Retail Customer shall settle all outstanding obligations due to the SOLR prior to the effectivity of the intended switch date.

G8. Switch Request and Meter Reading

- G8.1 Upon signing of the SOLR contract and the payment of the deposit, the SOLR shall within one (1) business day submit a Switch Request to the CRB.
- G8.2 The RMSP shall conduct within one (1) business day from receipt of the SOLR request, a special meter reading of the Retail Customer's usage, to delineate the consumption between the Retail Supplier and the SOLR, subject to special meter reading charges.

G8.3 The date of the Final Meter Reading shall be the commencement date of Last Resort Supply.

G9. SOLR Billing

G9.1 The Retail Customer shall be billed for the electricity supplied by the SOLR. If the DU is the SOLR, the billing shall clearly indicate that it is for its supply as the SOLR.

G9.2 Each bill for Last Resort Supply shall include the following items:

- (a) The amount of energy consumed multiplied by the relevant WESM nodal price or the bilateral contract price, whichever is applicable. The five percent (5%) premium shall be indicated separately;
- (b) The last approved unbundled monthly supply charge for the relevant Retail Customer Segment, all approved pass-through transmission and distribution wheeling costs, systems loss charges, as well as the fixed monthly metering charges of the DU;
- (c) Universal Charge;
- (d) FIT-All;
- (e) Taxes (franchise and VAT);
- (f) Any previous balance;
- (g) The period covered by the current billing;
- (h) The date the bill was issued;
- (i) All relevant meter readings for the first and last day of the billing period;
- (j) The date the meter was read;
- (k) Meter serial and company number;
- (l) The telephone number and address of the SOLR office where a Retail Customer may obtain information concerning its bill or the supply provided, including emergency contact number; and
- (m) ERC's customer hotline number and website.

G9.3 Wheeling charges shall be billed by the DU where the Retail Customer is located, to the SOLR for the said Retail Customer.

G9.4 If the effective switch date falls after the start of a regular Billing Cycle, the SOLR shall still bill the Retail Customer in accordance with Module G9.2 herein.

G10. Violation of SOLR Contract

G10.1 In the event the Retail Customer violates any provision of the SOLR contract and fails to pay the SOLR for supply rendered on the due date, the SOLR shall send a 48-hour disconnection written notice to the Retail Customer.

G10.2 If the Retail Customer fails to pay the amount within forty-eight (48) hours from receipt of disconnection notice, the SOLR shall inform the CRB to disconnect said Retail Customer, and the RMSP shall execute such request within twenty-four (24) hours from the receipt of the notice from the CRB. The

RMSP shall not reconnect the Retail Customer until the latter settles all obligations owed to the SOLR and upon receipt of the notice of reconnection from the CRB.

G11. Disconnection in Dangerous and Hazardous Condition

G11.1 The DU may disconnect electricity service without written notice only if a dangerous or hazardous condition arises, subject to post-disconnection notification of affected End-users. The supply will only be reconnected once the dangerous or hazardous condition is addressed.

G12. SOLR Obligations

G12.1 The SOLR shall have the following obligations:

- (a) Continue supplying electricity to the Retail Customer from the effectivity of the switch and commencement of supply up to the time that the Retail Customer terminates the SOLR Contract, subject to the SOLR Rate as indicated under Module G15 herein;
- (b) Administer the process of transferring those Retail Customers who opted to avail of its Last Resort Supply, including the metering and billing arrangements; and
- (c) Collect charges under G9.2 from all its Retail Customers on a monthly basis, and remit to the appropriate entities.

G13. Term of SOLR Contract

G13.1 The SOLR contract shall commence upon the effectivity of the switch date, which may be any day within one (1) Billing Cycle and shall end at the last day of such Billing Cycle. If a Retail Customer does not transfer to another Retail Supplier at the end of a Billing Cycle, the SOLR Contract shall be deemed automatically renewed. If the Retail Customer no longer intends to avail of a Last Resort Supply, it shall inform the SOLR in writing at the start of a new Billing Cycle, and the non-renewal shall apply to the next Billing Cycle.

G14. Termination of SOLR Contract within the Billing Cycle

G14.1 Notwithstanding the provision under Module G13 herein, a Retail Customer may terminate its SOLR contract and transfer to another Retail Supplier before the end of a Billing Cycle. The Retail Customer shall notify the SOLR in writing at least ten (10) calendar days from the proposed termination date. A SOLR shall not impose an exit or pre-termination fee on the Retail Customer. A special meter reading may be conducted on a date other than the regular meter reading date and an additional fee will be charged by the RMSP to the entity requesting such service.

G15. SOLR Rate and Premium

- G15.1 The SOLR shall charge the applicable WESM nodal energy price, or the price of the power supply agreement (PSA), whichever is applicable, for the energy consumed by the Retail Customer during all hours of the billing period, plus a premium of five percent (5%) to cover incremental administrative and overhead expenses. *Provided*, that in the case of DUs with a SOLR business segment and duly designated to act as such, it shall ensure that PSA reassignment and rate recovery is compliant with the Module Q2 herein and the BSUP guidelines. The SOLR may file its proposed SOLR Rate to the ERC if the rate provided herein is deemed insufficient to cover the SOLR operation. Any charges that may cover a reasonable return on investment shall be subject to the approval and/or determination of ERC.

G16. System Loss Charges

- G16.1 System loss charges shall be computed using the same methodology used for the Captive Market. All costs of Last Resort Supply shall be disclosed in an unbundled and transparent manner in the billing to the Retail Customer.

MODULE H

DISCONNECTION AND RECONNECTION PROCESS

H1. Retail Customer’s Failure to Pay its Retail Supplier

- H1.1 If a Retail Customer fails to pay the Retail Supplier for supply of electricity as it falls due, the Retail Supplier shall send a written Notice of Disconnection to the Retail Customer, copy furnished the CRB, forty-eight (48) hours before the date of disconnection.
- H1.2 The CRB shall forward the Notice of Disconnection to the NSP within twenty-four (24) hours from receipt of said notice.
- H1.3 If the Retail Customer fails to settle its obligation in full within the 48-hour period, the Retail Supplier may send a Request for Disconnection to the CRB. The latter shall then forward the Request for Disconnection to the NSP within the 24-hour period from receipt of said request.
- H1.4 The NSP shall disconnect the Retail Customer within twenty-four (24) hours, except during weekends, holidays, and on any other day before 8AM and beyond 5PM, from receipt of the Request for Disconnection and notify the CRB that the Retail Customer has been disconnected. The NSP shall not be responsible for verifying the validity of the Retail Supplier’s request for disconnection.

- H1.5 The Retail Customer may settle its obligation in full and present proof of such payment, unless otherwise agreed with the Retail Supplier before the actual disconnection. The Retail Supplier shall advise in writing the CRB and the NSP to desist from disconnection of supply.
- H1.6 The Retail Supplier, after due process, may be held liable in cases where the Retail Customer protested the validity of the disconnection made by the NSP if the disconnection was not done in accordance with Modules H1.1 to H1.5 herein. The Retail Supplier may likewise, after due process, be held liable if it pursues the disconnection of a Retail Customer due to non-payment of its outstanding balance which is the subject of a dispute as contemplated under Module E1.4 of these Omnibus Rules.
- H1.7 Any disconnection performed pursuant to this Module is without prejudice to any charges, interest, or penalties that may be legally imposed.

H2. Failure of Retail Supplier to Pay NSP

- H2.1 If a Retail Supplier fails to pay for the Wheeling Service by the due date, the NSP shall send a written Notice of Disconnection to the CRB that the supply of electricity under the wheeling service agreement will be terminated within seven (7) calendar days from the Retail Supplier's receipt of such notice.
- H2.2 The CRB shall forward the Notice of Disconnection to the Retail Supplier within one (1) hour upon receipt of the notice. Thereafter, the CRB shall forward the duly received Notice of Disconnection to the NSP.
- H2.3 If the Retail Supplier fails to pay within forty-eight (48) hours following said notice, the NSP shall send a copy of the Notice of Disconnection to the affected Retail Supplier's Retail Customers.
- H2.4 The Retail Customer shall enter into a SOLR contract following the provisions under Module G3 and G4 of these Omnibus Rules.
- H2.5 If at the time of disconnection is to be made, the Retail Supplier tenders full payment of the unpaid bill to the NSP, the NSP shall desist from disconnecting the supply of electricity and the CRB shall be informed of such development at the soonest possible time. *Provided however*, that the Retail Supplier can only invoke this provision once for the same unpaid bill.

H3. Reconnection of Retail Supply

- H3.1 Any Notice of Reconnection shall be initiated by the entity who requested for the disconnection of the Retail Customer, whether it is a Retail Supplier or an NSP.
- H3.2 A Retail Customer shall be reconnected by the NSP within twenty-four (24) hours after the Retail Customer has presented to the Retail Supplier proof that

any of the grounds for disconnection as provided in their RSC has been remedied (e.g., proof of payment).

- H3.3 The Retail Supplier shall then request for a reconnection of its Retail Customer by submitting a Notice of Reconnection to the NSP through the CRB within the same twenty-four (24) hour period from fulfillment of Module H3.2 herein.
- H3.4 In the case of a disconnected Retail Customer whose disconnection was requested by multiple suppliers, the reconnection will only be executed when the Primary Retail Supplier has issued the Notice of Reconnection to the NSP.
- H3.5 In case of disconnection due to failure to pay by the Retail Supplier to the NSP, the NSP shall issue a Notice of Reconnection to the CRB copy furnished the said Retail Supplier.
- H3.6 The CRB shall forward said notice to the Retail Supplier’s Retail Customer at the most practicable time. The Retail Supplier may opt to renegotiate its contract with the affected Retail Customer.
- H3.7 The affected Retail Customer shall have the right to continue availing the services of its Retail Supplier or continue to be served by a SOLR until such time that an RSC with a new Retail Supplier has been approved.

H4. Disconnection and Reconnection of SOLR Service

- H4.1 In the event the Retail Customer violates any provision of the SOLR contract and fails to pay the SOLR for services rendered on the due date, the SOLR may send a 48-hour written Notice of Disconnection to the Retail Customer.
- H4.2 If the Retail Customer fails to pay the amount within the 48-hour period, the SOLR shall inform the CRB to disconnect said Retail Customer.
- H4.3 The CRB shall forward the said Notice of Disconnection to the NSP and shall execute such request within twenty-four (24) hours from the receipt of the notice from CRB. No reconnection shall be made until the latter settles all obligations owed to SOLR.

H5. Deferral of Disconnection

- H5.1 The disconnection may be deferred should any of the following occur:
 - (a) The outstanding amount due and demanded was settled prior to the scheduled disconnection date. The Retail Supplier shall advise the CRB and NSP to desist from disconnecting supply upon receipt of the Retail Customer payment;
 - (b) The Retail Supplier has recalled the Notice of Disconnection as a result of a special payment agreement or restructuring agreement entered into by the Retail Supplier and Retail Customer prior to the scheduled disconnection date;
 - (c) The Retail Supplier has recalled the Notice of Disconnection for any valid reason not stated above; and

- (d) The ERC or lawful authority has issued a stay order after due notice and hearing.
- H5.2 The disconnected Retail Customer shall continue to be liable for any or all of its outstanding obligations and liabilities under ERC issuances, WESM Rules and all other existing retail contracts they are a party to.
- H5.3 The procedures for disconnection, deferment of disconnection and reconnection of Retail Customer shall also be governed by the NSP’s existing rules, and other ERC and DOE relevant issuances.
- H5.4 Furthermore, notwithstanding the service of a notice, disconnection may be suspended should any of the following or similar circumstances:
- (a) Any occupant, whether permanent or not, is sick and dependent on a life support system requiring electricity. *Provided*, that the customer can present a medical certificate issued by a duly licensed physician or public health official certifying that the suspension of disconnection would be especially dangerous to the health of said person;
 - (b) Retail Customer proves he did not receive a Statement of Account from the Retail Supplier or SOLR; and
 - (c) Retail Customer is being billed in a single statement for consumption covering several billing cycles due to the failure of the Retail Supplier or SOLR to issue a timely billing statement.
- H5.5 For item (a), the suspension of disconnection shall only be made during the dependency of the occupant on the life support which shall not exceed two (2) months from such suspension.
- H5.6 For item (b), the reason should not be the refusal of the Retail Customer to accept the bill.
- H5.7 For item (c), the Retail Customer must pay the current billing on its due date and should enter into a staggered payment scheme within the period equivalent to the number of months covering the unpaid bills.
- H5.8 The NSP may disconnect electricity service without written notice, only if a dangerous or hazardous condition arises. Service will not be reconnected until the dangerous or hazardous condition has been addressed.

MODULE I

RETAIL AGGREGATION PROGRAM

I1. General Procedures for Retail Aggregation

- I1.1 Following the conditions set forth under Module D4, no limit shall be imposed on the number of End-users whose demand shall be consolidated to form an

Aggregated Group, *Provided*, that no End-user that has already reached the eligibility threshold set by the ERC or is already a CREM End-user may be allowed to participate in the RAP.

- I1.2 Any Retail Supplier which has consolidated the demand of at least two (2) End-users forming an Aggregated Group shall serve a written notice to the concerned DU in the Franchise Area where the said End-users are located that an Aggregated Group has been formed and provide the relevant customer information related to these End-users.
- I1.3 The Retail Supplier shall include in the said notice the relevant customer information of the aggregated members and the effectivity date of the said RSC. The notice shall be made at least ninety (90) calendar days prior to the intended switch date. Upon receipt of such notice, the DU shall, in a non-discriminatory manner, assist and ensure that the demand derived under Module D4 of these Omnibus Rules.
- I1.4 The Retail Supplier may enter into a single RSC to supply all the electricity requirements of the Aggregated Group. Should the Aggregated Members opt to enter into individual contracts with the Retail Supplier, the terms and conditions shall be the same across all contracts.

I2. Billing and Payment

- I2.1 Module F of these Omnibus Rules shall also be applicable to the Retail Aggregation Program.
- I2.2 For Aggregation through a Virtual Meter in the WESM, each Aggregated Member shall receive a billing statement from its Retail Supplier. This statement will include their respective share of the wheeling charges calculated for each Aggregated Member.
- I2.3 The Retail Supplier shall not impose any terms, conditions, fees, or charges on any Aggregated Member unless such particular condition is clearly disclosed and provided in the RSC.
- I2.4 The Retail Supplier shall be responsible for the credit and collection concerning the Aggregated Member. The Aggregated Member shall be required to remit and comply with the agreed payment terms by both parties. An Aggregated Member shall not be prejudiced by the non-payment of another Aggregated Member of its bill. The Retail Supplier cannot request the disconnection of the aggregated group due to non-payment; however, the Retail Supplier is not precluded from enforcing any of the remedies available to it as stipulated under their RSC.

I3. Rights and Obligations of Aggregated Group/Member

- I3.1 The Aggregated Group/Member shall be responsible for, but not limited to the following:
 - (a) Communicating, transacting, and processing of payment to the Retail Supplier;

- (b) Select and evaluate among the ERC-licensed Retail Suppliers in accordance with their requirements;
- (c) Provide pertinent information required by the Retail Supplier;
- (d) Review of the disclosure statement stipulated in the RSC; and
- (e) Meet the requirements before the WESM, if applicable.

I4. Disconnection of Aggregated Group/Member

- I4.1 In case of non-payment, pilferage or such other breach of the RSC and absent any condonation, collusion, or conspiracy among the Aggregated Members of the Aggregated Group, disconnection may only be implemented on the erring Aggregated Member/s alone. The Aggregated Group as recognized by the CRB shall continue to subsist, notwithstanding the disconnection of any of its Aggregated Member/s.

MODULE J REDISTRIBUTION IN THE RETAIL MARKET

J1. Guiding Principles for Redistribution in the Retail Market

- J1.1 In cases of sub-metering and where the Single Revenue Meter to which these sub-meters were connected was able to register an average peak demand that meets the prevailing threshold set by the ERC for eligibility to the CREM, the building/complex owner, administrator or in cases of condominium/residential buildings, its homeowner's association or any association recognized by the unit-owners/users as its authorized representative, may opt to switch to the CREM and can undertake redistribution of electricity within such building/structure, or industrial or commercial complex.
- J1.2 Upon switching to the CREM, the building/complex owner, or administrator, or homeowner's association or any association recognized by the unit-users as its authorized representative, subject to Module J1.1 hereof, shall now be considered as a CREM End-user Redistributor. As such, all rights and obligations of a CREM End-user as provided in these Omnibus Rules shall likewise apply to a CREM End-user Redistributor.
- J1.3 The individual unit-owners/users shall pay their electric bills to the CREM End-user Redistributor as if they are being billed by the Retail Supplier based on the same customer classification. Thus, the unit-owners/users shall only pay for their actual consumption reflected in their respective sub-meters and the rate to be charged shall not be higher than those imposed by the RES. At no instance shall the CREM End-user Redistributor derive profit from such recovery.
- J1.4 Reasonable expenses may be recovered by the CREM End-user Redistributor. Non-technical losses may be recovered pursuant to the provisions of Republic

Act No. 7832, the Revised Penal Code and other related laws, rules and regulations.

- J1.5 Connection or network assets investments and all other electrical equipment shall be recovered separately reflected in a bill separate from the electricity bills.
- J1.6 CREM End-user Redistributors are required to bill their unit-owners/users individually in a transparent manner as if they are being billed by the Retail Supplier/DU.

J2. General Conditions for Redistribution

- J2.1 A CREM End-user Redistributor may be allowed to redistribute electric service subject to the following conditions:
 - (a) A CREM End-user Redistributor shall provide and install individual sub-meters to the units of the individual unit-owners/users, the cost of which shall not be charged or passed-on to the individual lessees/unit-users, to accurately measure the latter's energy consumption;
 - (b) All electric watt-hour meters, including sub-meters, must be tested, certified, and sealed by ERC prior to installation. The Rules and Procedures for the Test and maintenance of Electric Meters of Distribution Utilities, or any amendments thereto, shall apply;
 - (c) All sub-meters' meter reading multiplier should be both attested and documented by the CREM End-user Redistributor and the Lessee/Customer/unit-owner/user and should be clearly indicated on the face of the meter;
 - (d) All sub-meters shall be installed in a clean place, free of vibration and easily accessible for reading and testing by both the CREM End-user Redistributor and the individual unit-owner/users;
 - (e) Common areas shall be metered separately from the unit-owner/user's premises. In cases when this would not be possible because of the design of the building, the consumption of the common areas may be estimated using a computation method agreed upon by the CREM End-user Redistributor and the individual unit-owners/users. At no instance shall the CREM End-user Redistributor derive profit from this recovery;
 - (f) Every CREM End-user Redistributor shall instruct its meter reader when reading periodically the meter installed in the premises of a customer to leave in such premises a record or any other means of information showing the date of the reading, the reading made, the previous reading and the total consumption expressed in units of service used, as read by the meter reader, and the printed name of the meter reader. Meter reading shall be on the same day as the RMSP's meter reading;
 - (g) The energy consumption of premises which are leased for very short terms, or for temporary periods each not exceeding six (6) months and are not permanent divisions in a building shall be deemed included in the rentals for such premises;

- (h) A CREM End-user Redistributor shall bill its individual unit-owners/users monthly. The billing statement, duly received by the unit-owners/users, must contain the same detailed information, as shown in the ERC approved unbundled customer bill format. A copy of the Retail Supplier's bill to the CREM End-user Redistributor shall be displayed or posted in conspicuous places within the premises;
- (i) Individual unit-owners/users shall pay the CREM End-user Redistributor their energy consumption based on the actual consumption reflected in their individual sub-meters;
- (j) For the establishment of credit, the unit-owner/user and the CREM End-user Redistributor shall follow the deposit and deposit refund requirements found in the Magna Carta for Residential Electricity Consumers and DSOAR, whichever is applicable. The amount of the bill deposit shall be equivalent to the estimated monthly billing of that unit-owner/user. *Provided*, that after one (1) year and every year thereafter, when the actual average monthly bills increased/decreased more than ten percent (10%) of the bill deposit, such deposit shall be correspondingly increased/decreased to approximate said billing. The CREM End-user Redistributor shall pay interest on bill deposits equivalent to the Peso Savings Account Interest Rate of the BSP on the first working day of the year, or other government banks subject to the approval of the ERC. The interests shall be credited yearly to the bills of the registered sub-meter user; and
- (k) Rebates and refunds that will come from the Retail Supplier or NSP should be passed on to the unit-owners/users. Allocation/computation for rebates to unit-owners/users should be of same manner as that of the NSP.

J3. Additional Conditions for Redistribution with Substations

- J3.1 A CREM End-user Redistributor with a substation allowed to redistribute electric service shall likewise comply with the following conditions:
- (a) The CREM End-user Redistributor must own the substation and the buildings connected thereto to validly redistribute electricity thereon;
 - (b) The substation and buildings must be located within a single industrial or commercial complex situated in a contiguous area fenced off from the surrounding properties. The requirement of the contiguous area being fenced off from the surrounding properties shall only apply to this Module;
 - (c) In cases where other buildings owned by other persons/entities are located inside the industrial or commercial complex, the NSP must give their consent prior to the connection thereof to the substation. Otherwise, these buildings must be served by the NSP which has franchise rights over the area;
 - (d) The CREM End-user Redistributor must have a valid contract with the NSP wherein the maximum load capacity of the substation is determined. Unless otherwise provided for in its contract with the NSP, future buildings owned and constructed by the CREM End-user Redistributor may be connected to the substation as long as the allowable maximum load of the substation is not exceeded, after due notice to the NSP and compliance with all technical rules and regulations provided for by law; and

- (e) The CREM End-user Redistributor must install a revenue meter in each building connected to the substation to determine the consumption of such building.

J4. Rights of Unit-Owners/Users for Condominium/Residential Buildings

- J4.1 Consistent with the provisions of the DSOAR, each unit-owner/user shall be entitled to the rights provided to residential customers in the Magna Carta for Residential Electricity Consumers under Articles 7 (Right to a Refund of Bill Deposit), 10 (Right to a Refund of Overbillings), 12 (Right to a Meter Testing by ERC), 18 (Right to Due Process prior to Disconnection of Electric Service), 19 (Right to a Notice Prior Disconnection), 21 (Right to tender Payment at the Point of Disconnection; Deposit Representing the Differential Billing); 22 (Right to Electric Service Despite Arrearages of Previous Tenant); 23 (Right to Reconnection of Electric Service), 24 (Right to Witness Apprehension), 25 (Right to ERC Testing of Apprehended Meter), 6 (Right to Payment Under Protest) and 27 (Right to File Complaints before ERC).

The unit-owners/users or lessees shall have the right to inspect the Retail Supplier's billing to the CREM End-user Redistributor at reasonable business hours.

J5. Obligations of Unit-Owners/Users for Condominium/Residential Buildings

- J5.1 Unit-owners/users shall have the following obligations:

- (a) Pay the bill/security deposit to guarantee payment of bills as may be imposed by the CREM End-user Redistributor, computation of which, shall be in accordance with Section 6.3.1 (k) of the DSOAR, or any subsequent amendments thereto.
- (b) Payment of its proportionate share in the security deposit, if such is required under the RSC and no bill/security deposit was required by the CREM End-user Redistributor under Module J5.1 (a) herein.
- (c) Payment of bill within the period specified under their contracts or the existing policies of the CREM End-user Redistributor, building owner, administrator, or homeowner's association;
- (d) Payment of late charges and penalties specified under their contract, and as disclosed to the Unit-owners, and as reflected in the RSC, including the existing policies of the CREM End-user Redistributor, building owner, administrator, or homeowner's association; and
- (e) To allow the faithful and accurate recording of consumption as reflected in his sub-meter.

MODULE K

REVERSION OF A RETAIL CUSTOMER TO THE CAPTIVE MARKET

K1. Conditions for Reversion under the CREM

K1.1 A CREM End-user who has entered into an RSC with Retail Supplier is deemed to have migrated from the regulated service of a DU to the CREM. In general, such CREM End-user shall no longer be allowed to revert to the Captive Market. However, in instances where the CREM End-user's average monthly peak demand has decreased to less than twenty-five percent (25%) of the prevailing threshold in the CREM for the preceding six (6) consecutive months and the same is not attributable to seasonal demand, it may send a written request to the ERC with a confirmation from its Retail Supplier or SOLR that its demand level has decreased by such amount. Such CREM End-user may revert to the Captive Market, subject to ERC approval. Upon such approval, the CREM End-user shall settle its obligations with its Retail Supplier or SOLR as stated in the RSC or SOLR contract before it is reverted to the Captive Market. Subsequently, the concerned Retail Supplier or SOLR of the said CREM End-user shall inform the CRB and the ERC that its customer has reverted to the Captive Market.

K2. Conditions for Reversion under the GEOP

- K2.1 For instances where the GEOP End-user's average monthly peak demand has decreased to at least seventy-five percent (75%) of the prevailing threshold for GEOP for the preceding six (6) consecutive months and the same is not attributable to seasonal demand, the RE Supplier shall send a written request to the DU, with a confirmation from the RMSP that the demand level of such GEOP End-user has decreased by such amount. Such GEOP End-user shall be reverted to the Captive Market.
- K2.2 The GEOP End-User may only exercise its option to revert to being a Captive End-User once every twenty-four (24) months.
- K2.3 A GEOP End-User who intends to revert to the Captive Market shall be treated as a new customer by the DU.

K3. Conditions for Reversion under the RAP

- K3.1 In no case shall any Aggregated Member opt-out of the Aggregated Group during the term of their respective contracts.
- K3.2 The Aggregated Group shall have the right to terminate its contract if the Retail Supplier commits any act of default. Acts of default include but are not limited to the following:
- (a) Breach of confidentiality regarding the Aggregated Member's information;
 - (b) Excess billing of the contracted electricity rate to its Aggregated Group unless measures were immediately taken by the Retail Supplier upon discovery of error;

- (c) Revocation of WESM membership;
- (d) Non-payment on its obligation to the DU, Generation Company and WESM, among others;
- (e) Final Decision issued by any Courts in the Philippines convicting the Retail Supplier of any crime or offense involving fraud or deceit;
- (f) The LRSE attributable to the Retail Supplier as provided in the SOLR Rules shall likewise be considered as act of default; and
- (g) Any other circumstances which the ERC may deem as an act of default or breach.

- K3.3 In case the Retail Supplier is in default as provided under Module K3.2 the Aggregated Group may revert to the captive market, whether individually or as a group. The Retail Supplier in default shall continue supplying electricity to the Aggregated Group under the same terms and conditions of their RSC, until such time the reversion to the captive market or switch to another Retail Supplier was effected.
- K3.4 The Aggregated Group upon termination of its RSC with the Retail Supplier subject to the parties’ mutual agreement and in accordance with the terms of their respective contracts, the Aggregated Group, may revert to the captive market, whether individually or as group, *Provided*, that notice of intention to revert shall be submitted to the DU thirty (30) calendar days before the effectivity of such termination.
- K3.5 Should a termination of contract occur, a special meter reading may be conducted on a date other than the regular meter reading date and an additional fee will be charged by the RMSP to the entity requesting such service.

MODULE L

CODE OF CONDUCT FOR RETAIL MARKET PARTICIPANTS

L1. General Responsibilities of a Retail Supplier

- L1.1 No person/entity is allowed to market its sale of electricity to Retail Customers without having secured a RES License or Letter-authority from the ERC in the case of a Local RES.
- L1.2 All Retail Suppliers, except for Local RES, are allowed to market its supply business anywhere in the Philippines. Local RES shall only be allowed to market its supply business within its Franchise Area. The sale and delivery of supply shall only be implemented in areas the WESM is already implemented.
- L1.3 The Retail Supplier shall always be responsible and liable for the conduct of its employees, officers and authorized representatives, whether third party/external or not.

- L1.4 Accordingly, a violation of these Omnibus Rules by any of the above-mentioned parties will be deemed as a violation of these Omnibus Rules by the Retail Supplier.
- L1.5 In any Marketing Contact or advertising activity undertaken by the Retail Supplier, the means to contact the ERC for any questions, comments, complaints, or inquiries, shall be properly communicated. This may include but not limited to ERC's telephone number, email address, postal address, and website.
- L1.6 Nothing in these Omnibus Rules shall affect the obligation of the entities mentioned above to comply with national and local laws.

L2. Marketing Conduct

L2.1 A Retail Supplier, while engaged in marketing, shall:

- (a) Comply with all laws, rules and guidelines relating to the sale of electricity to Retail Customers;
- (b) Not engage in misleading, deceptive or unfair conduct, whether by act or omission;
- (c) Not exert undue pressure, harass nor coerce a Retail Customer;
- (d) Provide sufficient time, or a minimum of one (1) business day, for a Retail Customer to thoroughly review all documents provided by it;
- (e) Ensure that all information provided to a Retail Customer is written clearly, and all terms are explicitly defined;
- (f) Ensure that any comparison made is clear, accurate, timely and easily understood by Retail Customers, and does not omit important information that should be disclosed;
- (g) Not make any verbal representations regarding contracts, rights or obligations, unless those representations are contained in a written offer;
- (h) Ensure that all information provided to a Retail Customer is relevant to that customer's circumstances;
- (i) Ensure all descriptions and representation made in promotional materials are in accordance with actual conditions, situations and circumstances;
- (j) Not use print that due to size or other visual characteristics, is likely to impair materially the legibility or clarity of documents provided to Retail Customers;
- (k) Not state or in any way imply that it or its Affiliate Retail Supplier has special relations/arrangements with a DU or has been given preferential status by a DU; and
- (l) Not solicit nor request from a DU preferential treatment for any Retail Customer or Generation Companies and shall ensure that its Retail Customers and Generation Companies comply with all the technical requirements and policies of a DU.

L3. Time of Contact/Transaction

- L3.1 Unless mutually agreed upon in writing, a Retail Supplier must not visit or call a Retail Customer for the purpose of marketing:

- (a) At any time on a Saturday, Sunday or other public holiday; or
- (b) On any other day except between 8:00 AM to 5:00 PM.

L4. Retail Supplier’s Identification and Contact Details

- L4.1 At the commencement of any Marketing Contact in person or by telephone, the Retail Supplier must advise the Retail Customer of the purpose of the Marketing Contact and provide the Retail Customer with the following information:
 - (a) The name of the Salesperson;
 - (b) The name of the Retail Supplier; and
 - (c) RES License or any proof of Authorization to act as a Local RES.
- L4.2 Prior to completion of a Marketing Contact whether in person or through any means, the Retail Supplier must provide the Retail Customer with contact details including, among other information, its business address, telephone number, mobile phone number and email address.
- L4.3 In any Marketing Contact that is in written or in electronic form, the Retail Supplier must clearly set out:
 - (a) The purpose of the Marketing Contact;
 - (b) The name of the Salesperson;
 - (c) The name of the Retail Supplier;
 - (d) RES License number or any proof of Authorization to act as a Local RES; and
 - (e) Contact details including, among other information, its business address, telephone number, mobile phone number, and e-mail address.
- L4.4 A Retail Supplier shall have a telephone number and an interactive website through which it may be accessed by the general public.

L5. Marketing in Person

- L5.1 A Retail Supplier or any of its Salespersons who initiates a Marketing Contact by visiting the Retail Customer's premises must exercise due care and respect to the Retail Customers' property and premises.

L6. Refusal or Termination of Marketing Contacts

- L6.1 If a Retail Customer refuses or requests the termination of a Marketing Contact, the Retail Supplier, including its Salespersons, shall:
 - (a) Immediately comply with such request; and
 - (b) Refrain from initiating a transaction with that Retail Customer for a minimum period of twenty (20) business days, starting from the date of the request, unless otherwise advised by the Retail Customer.
- L6.2 “No Disturbance Requests” made by Retail Customer shall be respected by Retail Supplier at all times, unless revoked by said Retail Customer.

L7. Training and Product Knowledge

- L7.1 A Retail Supplier shall take reasonable steps to ensure that its employees, officers or authorized representatives, apart from understanding, will:
- (a) Comply with these Omnibus Rules and the requirements of all laws, rules and guidelines relating to the sale of electricity to Retail Customers;
 - (b) Be able to clearly explain the products offered under the retail electricity supply business and the factors affecting the supply of electricity, such as, but not limited to the following:
 - i. Pricing, billing procedures and payment options;
 - ii. Eligibility requirements for concessions or rebates; and
 - iii. The basis for any comparisons made between such products and those offered by other Retail Suppliers;and
 - (c) Emphasize the need for a Retail Customer to give its informed consent to an RSC.
- L7.2 A Retail Supplier shall provide continuing training and evaluation of its employees for the purpose of ensuring that they acquire the proper training and product knowledge, as referred to in this Module.
- L7.3 A Retail Supplier shall keep records of its training and evaluation as stipulated under this Module for at least three (3) years after completion of such training. The Retail Supplier shall likewise submit an annual report on training and evaluation to the ERC.

L8. Advertising

- L8.1 A Retail Supplier advertising for, or on its behalf shall ensure that:
- (a) Any advertising conducted, and any material used in said advertising is not conducted or used in a misleading or deceptive manner;
 - (b) There is a fair, clear, timely, and verifiable comparison between the offers of the said Retail Supplier and other Retail Suppliers; and
 - (c) It provides a telephone number and an e-mail address, or any other means convenient to the parties, which a Retail Customer may call or use to request detailed information concerning the price of electricity and other services.
- L8.2 A Retail Supplier shall ensure that, where any advertising conducted for and on its behalf refers to the proposed contract price at which the Retail Supplier is offering to sell electricity and optional services, the same also states:
- (a) The period of time during which the offer remains valid;
 - (b) The duration of the contract for which that price is being offered;
 - (c) If the price is not fixed, the manner in which the price will be determined; or
 - (d) The proposed contract price per kWh, for the electricity that is to be sold under the contract, over the term of the contract.

- L8.3 When advertising or disclosing the price for electricity, the Retail Supplier shall disclose the components of the bill, such as the Distribution Utility's Wheeling Charges, among others, and clarify to the Retail Customer that the RES Charge only forms part of the Total Bill.
- L8.4 The CREM End-user Redistributor, who administers, or owns a residential building/condominium, or commercial/industrial buildings and/or complexes which is being leased to the general public shall disclose its current end-user or meter classification to its prospective lessee or unit-users, effectively informing the latter if they are part of the Captive or the Retail Market.

L9. Customer Information

- L9.1 A Retail Supplier shall comply with the provisions of all ERC-promulgated guidelines governing Retail Suppliers, relating to the provision of customer information.
- L9.2 A Retail Supplier shall ensure that any customer information it obtained shall be considered confidential. The said information shall not be used by the Retail Supplier or any of its employees, officers, or authorized representatives other than for the purposes for which that customer information has been requested for.
- L9.3 A Retail Supplier shall not disclose customer information without the written consent from the Retail Customer, except when Customer Information is required to be disclosed:
- (a) for the purpose of complying with a legal requirement; or
 - (b) when past due accounts of the Retail Customer have been referred to a debt collection agency.
- L9.4 A Retail Supplier shall inform the Retail Customers regarding the conditions described above under which customer information may be released to a third party without the Retail Customer's consent.
- L9.5 On request by a Retail Customer, a Retail Supplier must provide the Retail Customer, free of charge, the details of all customer information, including metering data, it retains with respect to that Retail Customer.

L10. Record Keeping Standards

- L10.1 To assist the Retail Supplier and Retail Customers in dealing with inquiries, verifications, and complaints, the Retail Supplier shall keep records of the following information, among others. The same shall be subject to the ERC's verification through the conduct of regulatory visit:
- (a) All Marketing Contacts by the Retail Supplier or their employees, officers, or authorized representatives with Retail Customers during the previous three (3) years, whether initiated by the Retail Supplier, a Salesperson or the Retail Customer (including the name or contact details of the Retail Customer, the

date and time of each Marketing Contact, the name of the employee, officer, or authorized representative who is involved in the Marketing Contact, and all email exchanges with Retail Customers and/or prospects);

- (b) All "No Disturbance Requests" made by Retail Customers during the previous twelve (12) months; and
- (c) All Marketing Contacts which have been refused/terminated during the previous three (3) years at the request of a Retail Customer.

L10.2 A Retail Supplier shall keep records of all complaints filed by Retail Customers, as referred to in Module L15.

L10.3 Maintain documentation of all transactions, not limited to the following, for a period of three (3) years:

- (a) All RSCs executed, whether still active or not, between the Retail Supplier and Retail Customer; and
- (b) All Power Supply Agreements (PSAs) executed between the Generation Company and the Retail Supplier.

L10.4 The Retail Supplier shall periodically submit a copy of its executed RSCs in accordance with the reportorial requirements set forth in Module N.

L10.5 The ERC also reserves the right to require submission of PSAs being entered into by the Retail Supplier with the Generation Companies for regulatory purposes and monitoring.

L11. Market Information

L11.1 Markets should operate on trust with the accuracy of market information, transparency of market behavior and the confidentiality of commercially sensitive information entrusted to each Retail Supplier. Hence, each Retail Supplier shall:

- (a) Ensure that any information disclosed to the media, including market publications, surveys and price indices, are accurate and not misleading; and
- (b) Strictly comply with procedures designed to ensure that all business transactions are transparent and properly documented in a timely manner and that no business transactions are concealed or misrepresented.

L12. Offer Sheet and Retail Supply Contract (RSC)

L12.1 During the conduct of the initial proposal, the Retail Supplier shall provide an Offer Sheet to the Retail Customer. The agreed pricing structure, contract price, electricity price, obligations of parties to the contract, as well as pertinent charges or fees, and other details that the parties may deem applicable shall be consistent with the signed RSC.

L12.2 A Retail Supplier shall ensure that, at the time a Retail Customer expresses its interest to enter into an RSC with the Retail Supplier, the following minimum provisions are explicitly stated in the RSC.

- (a) The full name, business address, telephone number, mobile numbers and email address of the Retail Supplier;
- (b) The type, frequency of bills and payment methods the Retail Customer will receive;
- (c) The details of all applicable prices, charges, and service levels that will apply to the Retail Customer, where the Retail Supplier must declare that the price offered is inclusive of all costs in connection with the sale of electricity;
- (d) Any prices and charges payable under or in connection with the RSC other than for the electricity that is to be sold under the said contract (including any costs associated with the provision of infrastructure such as electricity meters with specifications beyond the minimum CREM requirement);
- (e) The price adjustment mechanism if the Retail Supplier is adopting a variable pricing offer;
- (f) Any additional charge of any type which is or may become payable under the RSC including penalties, fees, interest and other charges, including administrative fees, which may be payable by the Retail Customer, if the Retail Customer defaults, or is late in making payments that are due under the RSC;
- (g) Any requirement for the payment of cash security deposit, the amount of such cash security deposit, the circumstances in which that cash security deposit (or any part of it) may be retained by the Retail Supplier, and the circumstances in which that cash security deposit, and the interest earned by such deposit, must be returned to the Retail Customer;
- (h) The circumstances in which the Retail Supplier, or the Retail Customer may terminate the RSC;
- (i) The early termination charges which may apply if the Retail Customer terminates the RSC prior to its expiry date and after the Cooling-off Period, and the method of calculation of those charges;
- (j) Details of the right conferred on a Retail Customer to cancel the RSC in accordance with Module L13 Cooling Off (including the manner in which the Retail Customer may do so);
- (k) Details of the procedures approved by the ERC under Module L15, Complaint Handling Procedures to resolve complaints by Retail Customers and the right under those procedures for Retail Customers to refer such complaints to the ERC if they are not satisfactorily resolved;
- (l) Circumstances by which a Retail Customer may be transferred to the Supplier of Last Resort; and
- (m) The agreed upon allowable outage hours of the source plant of the Retail Supplier and the Retail Customer.

L12.3 The Offer Sheet shall be considered as received by the Retail Customer based on the following circumstances:

- (a) In the case where the statement is personally delivered to and received by the Retail Customer or any of its employees/agent or representative, the date when it is delivered;
 - (b) In the case where the statement is received by the Retail Customer by email on or before 5:00 PM on a Business Day, that Business Day; and
 - (c) In the case where the statement is received by the Retail Customer by email after 5:00 PM on any day, the next Business Day; or
 - (d) In any other case, on the day the Retail Customer actually receives the Offer Sheet.
- L12.4 A Retail Supplier may enter an RSC with the Retail Customer within five (5) business days commencing from the date of receipt by the Retail Customer of the Offer Sheet;
- L12.5 No Retail Supplier shall supply electricity to a Retail Customer without a signed RSC. An Offer Sheet shall not be considered compliance with the RSC requirement even if the Retail Customer has signed such document. The Retail Customer shall be provided with a copy of its RSC once signed by both parties.
- L12.6 RSCs shall provide for the supply of electricity to commence on the day as agreed upon by both the Retail Supplier and Retail Customer, but not earlier than the expiration of the Cooling-off Period, unless otherwise agreed upon by both parties.
- L12.7 The rates and any terms and conditions of an RSC between a Retail Customer and a Retail Supplier may only be modified by agreement in writing between the contracting parties.
- L12.8 For the avoidance of doubt, if the amount of the contract price changes in accordance with written term or condition of an RSC previously agreed between the Retail Customer and the Retail Supplier, no further agreement is required.
- L12.9 A Retail Supplier shall not automatically renew an RSC with a Retail Customer unless the original contract contains an automatic renewal clause, subject to the notification requirement herein stated. The Retail Supplier shall notify the Retail Customer, at least sixty (60) calendar days prior to the expiration of the contract; otherwise, failure to notify the Retail Customer within the period provided herein, shall invalidate the automatic renewal clause. However, the parties may still opt to re-enter into a new RSC subject to mutually agreed upon terms and conditions.
- L12.10 An RSC subject of renewal shall have the same terms and conditions of the previous contract, unless both parties agree to new terms and conditions.
- L12.11 In case the RSC is a templated contract, any doubt or ambiguity in the provisions thereof shall be liberally construed in favor of the Retail Customer and strictly against the Retail Supplier.

L13. Cooling-Off

- L13.1 A Retail Supplier shall ensure that the RSC confers to the Retail Customer the right to cancel the RSC in accordance with this module within a period of five (5) business days or a longer period agreed upon by both parties, commencing from the date of its signing.
- L13.2 A Retail Customer, however, may waive its right to cancel the RSC during the Cooling-off Period.
- L13.3 In order for a Retail Customer to exercise the right to cancel the RSC under this module:
- (a) The Retail Customer must give to the Retail Supplier a written notice of cancellation which clearly indicates an intention on the part of the Retail Customer to cancel the RSC; and
 - (b) The notice of cancellation referred to herein must be received by the Retail Supplier not later than five (5) business days after signing of the RSC.
- L13.4 For this purpose, the notice of cancellation shall be deemed to have been received by the Retail Supplier:
- (a) In the case where the Retail Customer personally delivers the notice to the Retail Supplier, on the day the Retail Customer so delivers the notice;
 - (b) In the case where the Retail Customer sends the notice on or before 5:00 PM on a Business Day through email, on that Business Day;
 - (c) In the case where the Retail Customer sends the notice after 5:00 PM on any day by email to the Retail Supplier, on the next Business Day; or
 - (d) In any other case, on the day the Retail Supplier actually receives the notice.
- L13.5 The Cooling-off Period prescribed above shall no longer apply in cases of renewal of RSCs.

L14. Responsibilities of the DU, its Local RES, and its Affiliate RES

- L14.1 A DU shall be a separate, independent entity, from its Affiliate RES or must implement business separation in case of a Local RES. As such, a DU must ensure operational separation as well as accounting and financial separation from its Local and/or Affiliate RES and shall maintain separate financial records and books of accounts.

The DU shall be allowed to share assets, equipment and other computer hardware/software ONLY on situations identified and approved by the Commission under ERC Resolution No. 02, Series of 2007 titled “A Resolution to Clarify ERC’s Operational Separation Requirement.”

The DU, in sharing assets, shall demonstrate that solutions are adopted to ensure that databases remain separate, as the ERC shall not allow sharing of databases, information and costs between regulated and non-regulated business segments.

- L14.2 A DU shall not accord, and must ensure that its Local and/or Affiliate RES are not accorded, preferential treatment in relation to the distribution of electricity, connection to the distribution system operated by the DU, maintenance of the system, the provision, installation, commissioning, testing, repair or maintenance of meters, or the reading of meters, between:
- (a) Retail Customers who acquire electricity from Retail Suppliers other than the DU's Local RES or its Affiliate RES; and
 - (b) Retail Customers who acquire electricity from the DU's Local RES or its Affiliate RES.

- L14.3 A DU shall not, and shall ensure that its Local and/or Affiliate RES does not, sell, advertise for sale or offer to sell electricity to Retail Customers using a brand name, business name, trademark, logo or other name or symbol that is used by, or that suggests any affiliation or other connection with, the electricity distribution which is conducted by that DU.

Accordingly, a DU's Local and/or Affiliate RES shall not use the name, brand name, business name, trademark, logo or other name or symbol of, or used by, the DU.

A Local RES shall, in addition to the business name, trademark or logo of the DU, use another name or symbol that suggests it being the Local RES of said DU.

- L14.4 A DU's Affiliate RES shall not trade upon, promote or advertise its relationship with the DU, including the maintenance of a link between the website of the Affiliate RES and the website of the DU.
- L14.5 A DU shall not, and shall ensure that its Local and/or Affiliate RES does not provide Captive Customers and Retail Customers, in the same communication or envelope, information about the sale of electricity by its Local RES or any of its Affiliate RES.
- L14.6 A DU's Local and/or Affiliate RES shall not participate in joint advertising, joint marketing or joint promotional activities, including joint sales calls, joint stalls or presentations at tradeshow or other information or marketing events, or joint or linked websites.
- L14.7 In cases where a Retail Customer requests general information from a DU about the sale of electricity, the DU shall not promote the sale of electricity of its Local and/or Affiliate RES, or offer any opinion regarding the sale of electricity by any other person, but must instead direct the Retail Customer to the ERC website for the purpose of obtaining a list of all licensed RES and/or authorized Local RES. The DU shall likewise not give any negative comment or remark against any of its competitors.
- L14.8 A DU may participate in meetings with the Local and/or Affiliate RES to discuss technical or operational matter regarding the DU's provision of distribution

services to the Retail Customer, but only in the same manner and to the same extent the DU participates in such meetings with Non-Affiliate RES and their Retail Customers. The DU shall not listen to, view, or otherwise participate in any way in a sales discussion between a Retail Customer, Local RES, Affiliate RES or Non-Affiliate RES.

- L14.9 A DU shall not allow preferential access by its Local and/or Affiliate RES to information about its distribution system or operation. Information obtained by a DU in the course of conducting its regulated business shall not be shared directly or indirectly with its Local and/or Affiliate RES unless the same is also made available to other Retail Suppliers operating within its Franchise Area on the same terms, conditions, form and manner.

A DU shall not provide any information received from, or as a result of doing business with other Retail Suppliers to its Local and/or Affiliate RES without the written approval of such Retail Suppliers.

- L14.10 A DU shall not subsidize in any manner, directly or indirectly, the business of its Local and/or Affiliate RES.

- L14.11 A DU shall not finance or co-sign or guarantee any loan or financial obligation of its Affiliate RES.

- L14.12 If a DU collects a fee from its Local and/or Affiliate RES for any services, products, property, equipment or facilities the latter used, said fee shall be based on the market price or what the DU will charge other Retail Suppliers.

L15. Complaint Handling Procedures

- L15.1 Within twenty (20) calendar days upon the issuance of its RES License or Letter-authority in the case of a Local RES, a Retail Supplier must submit to the ERC its procedures to resolve complaints by Retail Customers including its concerns about the provisions of its RSC. The Complaint Handling Procedures (CHP) of a Retail Supplier shall be reflected in all of its executed RSCs.

- L15.2 The above procedures must, at a minimum provide for the following:

- (a) How complaints are to be filed by Retail Customers to the Retail Supplier;
- (b) The procedures in handling complaints and the timelines for processing and resolving such complaints by the Retail Supplier;
- (c) The method of response to complaints (for example, in writing); and
- (d) The filing of complaints with the ERC and or with the regular courts, board or tribunal when these complaints are not satisfactorily resolved at the level of the Retail Supplier.

- L15.3 A Retail Supplier shall keep records of all complaints filed by Retail Customers in relation to the RSCs (including the name or other contact details of the relevant Retail Customer, the details of the complaint, the manner and the timeline in which it was handled and the Retail Supplier's resolution and the

reasons therefor) for at least three (3) years after such complaints have been resolved and must make records thereof available to the ERC when required.

MODULE M

MAGNA CARTA FOR RETAIL CUSTOMERS

M1. Right to Choose its Supplier of Electricity

M1.1 A Retail Customer has the right to choose its Supplier of electricity, whether sourced through conventional or renewable technology, among the ERC licensed/ authorized Retail Suppliers.

A prospective lessee or unit-user intending to own or lease a unit within a building or commercial/industrial complex shall have the right to be informed by the CREM End-user Redistributor of its end-user or meter classification.

M2. Right to Non-Discriminatory and Non-Preferential Services

M2.1 The Retail Customer shall have the right to avail the services of the Network Service provider (NSP) for Distribution Wheeling Services (DWS) or Transmission Services (TS), in the same manner that the NSP is providing the same services to its captive or directly connected customers.

The Retail Customer shall also have an equal opportunity to avail the products and services of the Retail Suppliers in the same manner that the Retail Suppliers cater to the needs of its affiliate Retail Customers.

M3. Right to Dispute its Retail Supply Contract, Electricity Bills, and File for a Complaint Before the ERC

M3.1 Every Retail Customer shall have the right dispute its electricity bills by following the Complaint Handling Procedures (CHP) provided in its RSC, and to further seek intermediation or file a Dispute Resolution Case before the ERC, in the regular courts, board or tribunal, in the event that the issue has been left unresolved after exhausting the procedures stipulated in the CHP.

Every Retail Customer has the right to file a complaint before the ERC for violation of ERC rules, regulations, guidelines and policies, including but not limited to EPIRA and its IRR, *Provided*, that the complainant has previously discussed the issue with its Retail Supplier and that the CHP set forth in the RSC has been exhausted.

M4. Right to Transparent Billing

M4.1 Every Retail Customer has the right to receive a transparent bill containing clear and complete information as prescribed in Module F of these Omnibus Rules.

M5. Right to Negotiate the Terms and Conditions of its RSC

- M5.1 In cases of pre-termination of the RSC, whether initiated by the Retail Customer or the Retail Supplier, the Retail Customer has the right to negotiate with the Supplier the terms and conditions of its RSC, which may include but not limited to the amount of the pre-termination fee.

M6. Right to Refuse a Marketing Contact

- M6.1 A Retail Customer has the right to refuse any Marketing Contact initiated by the Supplier. In cases where in the Retail Customer requests for refusal of a Marketing Contact, the Supplier shall:
- (a) Immediately comply with such request; and
 - (b) Refrain from initiating a transaction with that Retail Customer, starting from the date of the request, unless otherwise advised or revoked by said Retail Customer.

M7. Right to Information

- M7.1 A Retail Customer has the right to request from its Retail Supplier the details of all customer information with respect to the requesting Retail Customer, free of charge, which may include such as, but not limited to historical metered quantities and energy consumption.

M8. Right to Protection Against Premature Termination by Retail Supplier of Contracts under Dispute

- M8.1 A Retail Customer shall be protected against premature termination of RSC unless the Retail Customer violated any terms of the RSC. Hence, Suppliers shall:
- (a) Refrain from any arbitrary premature termination of RSC;
 - (b) Refrain from premature termination of RSCs under dispute or those with existing Cease and Desist Order; and
 - (c) Be subject to Penalty/Termination Fees equivalent to the Termination Fees being imposed to Retail Customers in case of early termination of RSC at the fault of the Retail Supplier.

M9. Right to Due Process Prior to Disconnection of Electricity Service

- M9.1 No Retail Customer shall be disconnected from the service of its DU, unless it has received a 48-hour “Notice” prior to disconnection for valid reasons such as non-payment of bills and other violations stipulated in the RSC or these Omnibus Rules.

Moreover, the DU shall not perform the disconnection of electricity of any Retail Customer on any of the following:

- (a) At any time on a Saturday, Sunday or other public holiday; or

(b) On any other day except between 8:00 AM to 5:00 PM.

M10. Right to Confidential Treatment of Customer Information

M10.1 Every Retail Customer has the right to confidential treatment of its customer information, such as, but not limited to, personal information and historical demand data, among others. Unless requested by the ERC or the DOE as reflected in their respective rules and regulations for market monitoring purposes.

M11. Right to Return of Security Deposits

M11.1 Every Retail Customer or an individual unit-owners/users in the case of Redistribution in the CREM has the right to get refunded for any bill/cash security deposit it has with its NSP, or Retail Supplier or CREM End-user Redistributor, whichever is applicable, within thirty (30) calendar days, unless a shorter period has been agreed upon in writing by the parties, from termination of its service, *Provided*, that the said Retail Customer or individual unit-owners/users has no outstanding balance with the NSP, Retail Supplier or CREM End-user Redistributor.

M12. Right to Payment Under Protest

M12.1 In cases of billing adjustments due to the stoppage or failure of the meter to register the full and correct amount of energy consumed, or for differential billing due to the alleged illegal use of electricity, the Retail Customer and/or the individual unit-owner/user in the case of Redistribution in the CREM, has the right to pay under protest for purposes of continuous supply of electricity without prejudice to the complaints to be filed by such Retail and/or the individual unit-owner/user in the case of Redistribution in the CREM against the imposition of the bill, billing adjustment or differential billing. Such payment shall not be construed as an admission by the Retail Customer and/or the individual unit-owner/user in the case of Redistribution in the CREM of the allegations or claims of the Retail Supplier/NSP/CREM End-user Redistributor or of any violation of law or of the contract with the Retail Supplier/NSP/CREM End-user Redistributor.

M13. Right to Switch to Another Retail Supplier

M13.1 In cases of billing disputes, the Retail Customer has the right to switch to another Retail Supplier, despite the existence of an outstanding balance, *Provided*, that such outstanding balance are based on charges and/or impositions that are not expressly identified in their RSC consistent with Module E1.4 of these Omnibus Rules.

M14. Obligation to Pay its Electricity Bills Promptly

M14.1 A Retail Customer and/or the individual unit-owner/user in the case of Redistribution in the CREM shall pay its electricity bills to the Retail

Supplier/CREM End-user Redistributor based on the period stipulated in its RSC, DWSA/TSA or on the due date reflected in its regular electricity billing statement.

M15. Obligations to Receive Monthly Bills

M15.1 Retail Customers and/or the individual unit-owner/user in the case of Redistribution in the CREM must accept their electricity bills, without prejudice to the exercise of their right pursuant to Modules M12 to M13 of these Omnibus Rules.

M16. Obligation to Review and Understand its RSC

M16.1 The Retail Customer, prior to signing its RSC with a Retail Supplier, shall properly review and analyze the terms and conditions stipulated thereto, including but not limited to the contract price, electricity price, other charges applicable, and amendments, if applicable.

M17. Obligation to Allow Inspection, Installation and Removal of Electricity Meters

M17.1 Retail Customers shall allow the authorized employees or representatives of the NSP and/or RMSP, with proper identification cards, to enter their premises for any of the following purposes, as the need arises:

- (a) Inspection;
- (b) Installation;
- (c) Reading;
- (d) Testing;
- (e) Repairs;
- (f) Removal; and
- (g) Disconnection.

M18. Obligation Not to Commit Any Illegal Use of Electricity

M18.1 A Retail Customer is prohibited from performing any act that may result in the pilferage of electricity, which may or may not include tampering with the electricity meters.

MODULE N

REPORTORIAL REQUIREMENTS FOR RETAIL MARKET PARTICIPANTS

N1. Guiding Principle

N1.1 All reportorial requirements provided herein shall be submitted to the ERC in accordance with the Rule XIII, Annex A of the ERC Resolution No 9, Series of 2020, titled “A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings before the Energy Regulatory Commission,” or any amendments thereto, using the prescribed format posted on the ERC website. Thereafter, reportorial submissions shall be made via the Competitive Retail Electricity Market- Monitoring and Reporting System (CREM-MRS) upon issuance of an official advisory or resolution.

N2. Network Service Provider

N2.1 The NSP shall submit to the ERC the following, without need of further notice:

- (a) A monthly report on End-users with an average monthly peak demand, classified based on the threshold levels set by the ERC, every 20th day of the month after the period being reported, and shall include, but shall not be limited to the following:
 - i. Aggregated Group Name or Customer Name;
 - ii. Retail Market Category (i.e., CREM, GEOP, RAP);
 - iii. Billing/Service Address;
 - iv. Meter Number and Account Number;
 - v. The most recent twelve (12) months of historical usage, i.e., monthly registered peak demand (in kW) and monthly total registered energy consumption (in kWh); and
 - vi. Customer Information, such as contact person, contact numbers and email addresses, subject to agreement on confidentiality.
- (b) A semi-annual report showing compliance with the twenty (20) day requirement to complete the necessary procedures for customer switching, such as the execution of the CA, DWSA/TSA, etc., from receipt of the information on the effective switch date from the executed RSC either from the Retail Supplier, in case of a Single Billing Scheme, every July 30th and January 31st of following year; and
- (c) Further to the reportorial requirements under Q2 of these Omnibus Rules, upon the NSP’s determination of stranding of supply caused by the migration of Eligible End-users to the Retail Market, either as a forecast or actual occurrence of such, a report shall be submitted within thirty (30) days from such determination, indicating the efforts it will or has undertaken to address and mitigate the stranding of supply. The NSP shall include in its report the projected rate impact of such stranding, and also the estimated rate impact following the implementation of mitigating measures, pursuant to Module Q2 of these Omnibus Rules.

N3. Supplier of Last Resort

N3.1 All SOLR shall submit to the ERC, without need of further notice, the following:

- (a) A quarterly report, covering the data pertaining to the amount of capacity and energy (in MW and MWh) that the SOLR have contracted with the generation companies and other sources of its supply, as well as the capacity and energy (in MW and MWh) that they are intending to allocate for their SOLR Customer, if any, every 20th day of the month following each quarter; and
- (b) A quarterly report, containing the following information, broken down on a per month basis, every 20th day of the month following each quarter:

- i. Retail Customers per Customer class:

- 1. Currently serviced;
 - 2. Disconnected Retail Customers per Customer class due non-payment of the SOLR bill and amount owed at the time of disconnection; and
 - 3. Transferred from SOLR to new RES and name/s of new RES transferred to.

- ii. Customer reason for resorting to SOLR service;

- iii. Period of SOLR service;

- iv. SOLR Rate;

- v. Pricing (i.e., WESM nodal energy price, price of power supply agreement); and

- vi. List of Retail Customer reverted to Captive Market:

- 1. Names of each Retail Customer;
 - 2. Type of Customer Choice Programs; and
 - 3. Reason for reversion to Captive Market.

N4. Retail Suppliers

N4.1 All Retail Suppliers shall submit to the ERC, without need of further notice, the following:

(a) A quarterly report providing for the information below, every 20th day of the following month after the quarter (e.g. April 20 for January to March report):

- i. Supply Portfolio:

- a. List of generation companies that they are in contract with, and other sources of its supply (including WESM purchases); and
 - b. Amount of capacity and energy (in MW and MWh) that they have contracted with these sources;

- ii. Respective allocation for capacity and energy (in MW and MWh) of their Retail Customer/s;

- iii. Customer Information:

- a. List of Aggregated Group and Retail Customers indicating whether such Retail Customer is acting a Redistributor under CREM;

- b. Retail Market Category (i.e., CREM, GEOP, RAP);
 - c. Respective Meter number and Account Numbers of Aggregated Group or Retail Customer; and
 - d. DU Franchise Area of End-users;
- iv. Pricing and Contract Information:
 - a. Total kilowatt-hour sales for each Retail Customers;
 - b. Total revenues from kilowatt-hour sales for each Retail Customers;
 - c. Average electricity prices for each Retail Customer;
 - d. Contract Price for each Retail Customer;
 - e. Period of contract under the RSC for each Retail Customer; and
 - f. Type of Pricing Structure (e.g., Fixed, Time-of-Use, Indexed, etc.);
- v. Total kilowatt-hour sales per RE technology, in case of Retail Customers under GEOP;
- vi. Retail Aggregation Program – Other Information:
 - a. Number of Aggregated Group;
 - b. Aggregated demand (in kW) of each Aggregated Group;
 - c. Names of End-users in each group and their demand (in kW); and
 - d. Location of Contiguous Area (based on Module D4.1(d)); and
- vii. Complaints Handling Procedure:
 - a. Type of issue/complaint received;
 - b. Date when the issue/complaint has been filed;
 - c. Resolution to the issue/complaint; and
 - d. Date when the issue/complaint has been resolved.
- (b) Certification from the commercial bank or financial institution where either an escrow, restricted account or Hold-out Agreement facility is maintained, indicating the available funds equivalent to the cash security deposit from its Retail Customer plus all legal interest earned, once every quarter;
- (c) Complete set of AFS (i.e., balance sheet, income statement, statement of cash flows, notes); Audit opinion; and Statement of management’s responsibility on the financial statements within one hundred and fifty (150) calendar days from the end of the Financial Year or as required by the Bureau of Internal Revenue, including proof of compliance Proof of Tangible Net Worth amounting to Fifteen Million Pesos (PhP15,000,000.00) or AEAE, whichever is higher;
- (d) Annual report of training held, conducted or attended, every 31st of January of the preceding year;
- (e) Mayor’s/Business Permit, not later than 31 March of each year;
- (f) All existing Retail Supply Contracts and those that are currently being transacted can be reviewed by the ERC to ascertain that they were negotiated on an arms-length basis and do not violate market control or anti-competitive rules, every 31st of January of the preceding year; and

- (g) Such other information as may be required by the ERC for market evaluation and monitoring purposes, subject to appropriate measures to preserve confidentiality of proprietary or commercially sensitive information.

N5. Central Registration Body (CRB)

N5.1 The CRB shall submit without need of further notice every 20th day following the subject month, a monthly report which provides the following information:

(a) For CREM and GEOP:

- i. List of Retail Customer's name;
 - ii. Retail Market Category (i.e., CREM, GEOP);
 - iii. Name of Supplier;
 - iv. Meter number;
 - v. Monthly registered demand (in kW);
 - vi. Monthly metered quantity (in kWh);
 - vii. Number of GEOP End-users that switched, sorted by the DU Franchise Area;
 - viii. Percent (%) increase in Switching per DU Franchise Area;
 - ix. Number of Eligible End-users that switched, sorted by the DU Franchise Area; and
 - x. Switch Information for each Retail Customer (i.e., Type of Switch – Initial/Regular, Date of Switch, and other relevant information);
- and

(b) For RAP:

- i. List of Aggregated Group;
- ii. Name of Supplier;
- iii. Meter number;
- iv. Monthly registered demand (in kW);
- v. Monthly metered quantity (in kWh);
- vi. Number of End-users that switched, sorted by the DU Franchise Area; and
- vii. Percent (%) increase in Switching per DU Franchise Area.

The ERC may require other information that it may deem necessary or useful in carrying out its duties and functions.

MODULE O

DETERMINATION OF RETAIL SUPPLIER IN GOOD STANDING

O1. Parameters to Determine a Retail Supplier in Good Standing

O1.1 The following are the parameters that shall be used to determine a Retail Supplier in Good Standing:

- (a) Retail Supplier Scorecard Rating;
- (b) Compliance with Reportorial Requirements;
- (c) Number of Consumer Complaints filed against the Retail Supplier before the ERC;
- (d) Number of Show-Cause Order(s) issued by the ERC against the Retail Supplier; and
- (e) Number of ERC Decision ruled against the Retail Supplier.

O2. Retail Supplier Scorecard Rating

- O2.1 The Retail Supplier Scorecard shall be accomplished by all Retail Customers through the CREM-MRS to provide rating on the services they received from their respective Retail Supplier(s).
- O2.2 The Retail Supplier Scorecard Rating shall be measured based on the result of the Retail Customer’s evaluation of its Retail Supplier/s. A Retail Customer shall rate its Retail Supplier, once, at least one (1) month prior until one (1) month after the expiration of its RSC.

O3. Compliance with Reportorial Requirements

- O3.1 Reportorial Requirements refers to the periodic reports listed under Module N submitted by each Retail Supplier to the ERC for proper monitoring. Each reportorial requirement shall be rated according to (i) Completeness and (ii) Timeliness.
- O3.2 Completeness shall be evaluated based on the submission of all data and information required under the aforementioned Module. Missing or incomplete data submission for each report shall be counted as non-compliance. Timeliness shall be measured by the actual submission and availability of the reports in accordance with the deadline provided in the same Module. Failure to submit each report within the prescribed deadline shall be counted as non-compliance.

O4. Number of Show-Cause Order(s) Issued by the ERC Against the Retail Supplier

- O4.1 Show-Cause Order(s) are issued by the ERC upon a determination that a prima facie case exists against a regulated entity. Thus, an issuance of such is an indicium of non-compliance with ERC’s rules and regulation and shall be used as one of the parameters to determine a Retail Supplier’s good standing.

O5. Number of Consumer Complaints Filed Against the Retail Supplier

- O5.1 Consumer Complaints shall refer to formal written complaints and protests of a Retail Customer against its Retail Supplier. This is included as one of the parameters to determine Retail Supplier in Good Standing, since an existence of consumer complaint and its resolution, or lack thereof, is a clear indication of the Retail Supplier’s ability to address and resolve its Retail Customers concern/s and the effectivity of its established Complaint Handling Procedures.

O6. Number of ERC Decision Ruled Against the Retail Supplier

O6.1 ERC Decisions encompasses all decisions issued by the ERC against the Retail Supplier of any nature which does not necessarily order the revocation of its license or Letter-authority in the case of a Local RES.

O7. Criteria for Determination of Retail Supplier Standing

O7.1 Each parameter mentioned in Modules O2 to O5 shall be scored in accordance with criteria below:

PARAMETER	CRITERIA	PERCENTAGE
Retail Supplier Scorecard	Range of initial ratings and their equivalent transmuted grades: <ul style="list-style-type: none"> • 100 to 90 – 100 • below 90 to 80 – 75 • below 80 to 70 – 50 • below 70 – 0 	15
Completeness of Submission of Reportorial Requirements	Average score based on the number of reports to be submitted: <ul style="list-style-type: none"> • Complete – 100 • Incomplete – 50 • No Submission – 0 	15
Timeliness of submission of Reportorial Requirements	Average score based on the number of reports to be submitted: <ul style="list-style-type: none"> • On Time – 100 • Late – 50 • No Submission – 0 	15
Submission of a Complaint Handling Procedure (should also be found in the RSC)	<ul style="list-style-type: none"> • On Time – 100 • Late – 50 • No Submission – 0 	10
No. of Consumer Complaints filed against the Retail Supplier	Number of Consumer Complaints filed against the Retail Supplier: <ul style="list-style-type: none"> • Zero (0) – 100 • One (1) – 85 • Two (2) to Five (5) – 75 • More than Five (5) – 50 	10

No. of Show-Cause Orders issued	Number of show-cause order issued by ERC: <ul style="list-style-type: none"> • Zero (0) – 100 • One (1) – 85 • Two (2) to Five (5) – 75 • More than Five (5)– 50 	10
Number of ERC Decision/s ruled against the Retail Supplier	Number of decisions ruled against the Retail Supplier: <ul style="list-style-type: none"> • Zero (0) – 100 • One (1) or more – 0 	25
Total Rating		100

O8. Interpretation of Retail Supplier Total Rating

O8.1 Each Retail Suppliers Total Rating shall be interpreted based on the Table below:

TOTAL RATING	EQUIVALENT	REMARKS
Above 85% - 100%	Very Satisfactory with complete compliance with the legal, technical, financial standards	Recommendation for renewal of license with validity of ten (10) years.
75% - 85%	Satisfactory	Recommendation for renewal of license with validity of five (5) years.
Below 75%	Failed	Recommendation for non-renewal of license.

MODULE P MISCELLANEOUS PROVISIONS

P1. Separability Clause

P1.1 If any module or provision of these Omnibus Rules is declared invalid, the other parts or provisions hereof which are not affected thereby shall remain and continue in full force and effect.

P2. Repealing Clause

P2.1 All ERC rules and regulations and other issuances or parts thereof which are inconsistent with these Omnibus Rules are hereby deemed amended, repealed

or modified accordingly. These, shall include, but are not limited to, provisions contained under the following ERC issued Resolutions:

- (a) Resolution No. 10, Series of 2005 titled “A Resolution Adopting the Guidelines for the Issuance of Licenses to Retail Electricity Suppliers (RES)”;
- (b) Resolution No. 03, Series of 2006 titled “A Resolution Adopting the Guidelines for the Issuance of Licenses to Retail Electricity Suppliers (RES), As Amended”;
- (c) Resolution No. 31, Series of 2006 titled “A Resolution Adopting Code of Conduct for Competitive Retail Market Participants”;
- (d) Resolution No. 35, Series of 2006 titled “A Resolution Adopting the Rules for the Supplier of Last Resort (SOLR)”;
- (e) Resolution No. 03, Series of 2007 titled “A Resolution Indicating Timeline for Full Retail Competition and Open Access in Luzon”;
- (f) Resolution No. 26, Series of 2007 titled “A Resolution Adopting the Rules on Customer Switching”;
- (g) Resolution No. 02, Series of 2008 titled “A Resolution Adopting the Rules for Contestability”;
- (h) Resolution No. 01 Series of 2011 titled “A Resolution Adopting the Revised Rules for the Issuance of Licenses to Retail Electricity Suppliers (Revised RES Rules)”;
- (i) Resolution No. 16, Series of 2012 titled “A Resolution Adopting the Transitory Rules for the Implementation of Open Access and Retail Competition”;
- (j) Resolution No. 11, Series of 2013 titled “A Resolution Adopting the Supplemental Rules to the Transitory Rules for the Initial Implementation of Retail Competition and Open Access”;
- (k) Resolution No. 22, Series of 2013 titled “Resolution Adopting Amendments to Articles I, II and III of the Revised Rules for the Issuance of Licenses to Retail Electricity Suppliers”;
- (l) Resolution No. 09, Series of 2018 titled “A Resolution Adopting the ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for Contestable Customers”;
- (m) Resolution No. 12, Series of 2020 titled “A Resolution Prescribing the Timeline for the Implementation of Retail Competition and Open Access (RCOA)”;
- (n) Resolution No. 08, Series of 2021 titled “A Resolution Adopting the Rules for the Green Energy Option Program (GEOP)”;
- (o) Resolution No. 04, Series of 2022 titled “A Resolution Adopting the Rules for the Electric Retail Aggregation Program”;
- (p) Resolution No. 01, Series of 2023 titled “Amendment to the ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers”; and
- (q) Provisions of the DSOAR not consistent with these Rules are also repealed accordingly.

P3. Exceptions

- P3.1 Where good cause appears, the ERC may allow an exception from any provision of these Omnibus Rules, if such exception is found to be for the interest of the public and is not contrary to law or any other related rules and regulations.

P4. Notification

P4.1 All notices contemplated in these Omnibus Rules shall be transmitted in any of the following means of communication:

- (a) in writing, through personal service, registered mail or a reputable courier;
- (b) electronic mail; and
- (c) other means of communication capable of time stamping.

P5. Confidentiality and Treatment of Data

P5.1 The ERC shall accord certain information disclosed and identified by the respective entities such level of strict confidentiality by subjecting the same to appropriate protective measures, as necessary and in accordance with the Data Privacy Act of 2012, its Implementing Rules and Regulations, other issuances of the National Privacy Commission and other relevant laws of the Philippines.

P6. Sanctions

P6.1 Any person or entity acting as a Retail Supplier without a valid license or authority issued by ERC, except those exempted from this requirement, shall be subjected to the appropriate sanctions provided under existing laws, rules, and regulations.

The ERC shall impose the appropriate fines and penalties, including the revocation or cancellation of license, for any violation or non-compliance with these Omnibus Rules, including abuse of market power and any discriminatory and anti-competitive behaviors, pursuant to penalties herein provided, supplemented by the “Guidelines to Govern the Imposition of Administrative Sanctions in the Form of Fines and Penalties Pursuant to Section 46 of R.A. 9136”, the penalties provided under Section 45 of the EPIRA and any subsequent amendments to the law and rule.

The procedures enforcing RA 7832 or “An Act Penalizing the Pilferage of Electricity and Theft of Electric Power Transmission Lines/Materials, Rationalizing System Losses by Phasing Out Pilferage Losses as a Component Thereof, and for Other Purposes” and its IRR applicable to Captive Customers shall also be applicable to Retail Customers.

P7. Dispute Resolution

P7.1 The ERC shall have the original and exclusive jurisdiction over all cases involving disputes between and among players and participants in the Retail Market, pursuant to Section 43 (u) of the EPIRA and existing jurisprudence.

Nonetheless, the parties to the dispute must ensure that the remedy as provided in the CHP submitted by the Retail Supplier to the ERC has already been exhausted, prior to the referral of the dispute to the Commission. Further, the

parties may agree upon other remedies to resolve its disputes, *Provided*, that it is clearly written and stipulated in its RSC.

P8. Effectivity

- P8.1 Unless otherwise specifically provided herein, the provisions of these Omnibus Rules shall take effect immediately following its complete publication in a newspaper of general circulation or in the Official Gazette.

MODULE Q TRANSITORY PROVISIONS

Q1. Applicability of the Omnibus Rules for Customer Choice Programs in the Retail Market

Q1.1 The following conditions shall apply during the transition period:

- (a) All NSPs, RMSPs, Retail Customers and Retail Suppliers shall immediately comply with the following Modules upon effectivity of these Omnibus Rules:
 - i. Module D: Participation of Eligible End-users under the Customer Choice Programs;
 - ii. Module K: Reversion of a Retail Customer to the Captive Market;
 - iii. Module L: Code of Conduct for Retail Market Participants; and
 - iv. Module M: Magna Carta for Retail Customers.
- (b) All applications for RES license and Letter-Authority, in the case of Local RES, filed subsequent to the adoption of these Omnibus Rules shall be covered by these Omnibus Rules upon its effectivity, *Provided*, that in applications for renewal, the Retail Supplier Scorecard parameter shall only be applied upon the implementation of the enhanced CREM-MRS and Retail Supplier Scorecard, thus, the weight allocation for the Retailer Supplier Scorecard;
- (c) All pending applications for RES Licenses, including applications for renewal, will be covered by the existing licensing requirements under ERC Resolution No. 01, Series of 2011 and shall be issued a five (5) year license upon approval;
- (d) All Retail Suppliers shall submit a CHP or an updated CHP within one (1) month from the effectivity of these Omnibus Rules, such that, said CHP shall be implemented immediately and shall appear in all their existing and future RSCs;
- (e) All Retail Suppliers, DUs, NSPs and RMSPs shall submit the reportorial requirements provided under Module N of these Omnibus Rules in accordance with the existing procedures provided under ERC Resolution No. 09, Series of 2020;

- (f) All RMSPs, especially in Mindanao, upon effectivity of these Omnibus Rules, shall procure meters for its prospective Retail Customers that are meeting the eligibility thresholds as provided in these Omnibus Rules and related rules issuances by the DOE, subject to the provisions of these Omnibus Rules on settlement of costs for meter installation, maintenance, and other related services;
- (g) All persons or entities with an existing and valid RES License shall be allowed to also operate as a Retail Aggregator and RE Supplier; *Provided*, that in the case of an RE supplier, the same shall be in possession of a valid Operating Permit issued by the DOE, upon effectivity of these Omnibus Rules, without need for further action; in the case of a Local RES with a valid Letter-Authority from the ERC, it may be allowed to operate as a Retail Aggregator, subject to prior approval of the ERC.
- (h) Upon effectivity of these Omnibus Rules, all Retail Suppliers having retail customers that are residential buildings/condominiums with a single revenue meter, shall notify the respective homeowner’s associations or any group or association recognized by the homeowner’s as their authorized representative, that they need to issue a resolution or agreement, stating its intention to remain in the CREM or revert to being a captive customer. Residential buildings/condominiums having a single revenue meter shall be allowed to exercise this choice at least three (3) months before the expiry of its RSC. Failure to provide such notice shall result in the said Retail Customer continuing to be part of the CREM. Any instance of non-compliance with this requirement shall be grounds for disallowance of reversion to the Captive Market request unless otherwise provided under Module J of these Omnibus Rules. All Retail Suppliers shall submit proof to the ERC that they have informed its Retail Customers of this requirement, and that the latter fully understands this directive. The homeowner’s resolution and/or agreement duly executed, may be attached as part of the Retail Supplier’s compliance;
- (i) All Generation Companies supplying electricity to Directly Connected Customers (DCC) shall secure an RES License within one (1) year from the effectivity of these Omnibus Rules;
- (j) The CRB and/or MO shall adapt and implement the necessary processes to operationalize Retail Aggregation within 60 calendar days from the effectivity of these Omnibus Rules;
- (k) The ERC shall issue a separate Resolution rationalizing cost recovery mechanism in the procurement of metering facilities for the different customer choice programs in the retail market and/or demand management programs it is implementing, within ninety (90) calendar days from the effectivity of these Omnibus Rules. Until then, the relevant provisions herein stated shall apply; and
- (l) The ERC shall likewise issue a separate Resolution outlining the regulatory framework to address displaced contracted capacities/energy within one hundred twenty (120) calendar days from the effectivity of these Omnibus Rules.

Q2. Occurrence of Displaced Contract Capacity/Energy

- Q2.1 In case of DUs with bilateral contract(s) having no energy reduction provisions, the DUs shall be allowed to provisionally implement measures to mitigate the impact of customer switching, including possible renegotiation of power supply agreements and/or assignment of excess contracted energy volumes to Retail Supplier(s), or its Local RES and/or SOLR business segments. In any or all such measures, the DU shall demonstrate to the ERC that there is already a stranding of supply, and that the said measures will result in the least-cost supply and reasonable power rates to the captive customers.
- Q2.2 The DU may sell its excess contracted supply to WESM, subject to the provisions of ERC Resolution No. 16, Series of 2016, or any amendments thereto.
- Q2.3 The DU may employ other means to reduce the excess contracted energy volumes toward ensuring least cost for the captive consumers. All these measures, implemented provisionally or otherwise, shall be reported to the ERC, as required under these Omnibus Rules, and shall be subject to the same post-implementation evaluation.
- Q2.4 All DUs may implement such measure/s, subject to post-implementation evaluation by the ERC through submission of necessary report and supporting document/s by the DU demonstrating that the adopted methodology resulted in least cost supply and reasonable cost to remaining captive customers.
- Q2.5 Within thirty (30) calendar days from effectivity of these Omnibus Rules, the DUs shall submit a demand and supply assessment report, which shall include but not limited to the following:
- (a) Total peak demand of all its customers;
 - (b) Total number of eligible end-users and their equivalent peak demand;
 - (c) List of existing Power Supply Agreements with ERC-approved Provisional Authority or Final Authority, whichever is applicable;
 - (d) List of eligible end-users who have signified their intention to switch to the Retail Market and their equivalent peak demand; and
 - (e) Forecasted equivalent of displaced contracted capacities for one (1) year reckoned from effectivity of these Omnibus Rules.
- Q2.6 Thereafter, the DU shall submit to the ERC its demand and supply assessment report for the succeeding year, every 15th of December of each year, consistent with Module Q2.5 of these Omnibus Rules.

Q3. Collection of Over/Under Recoveries of Pass-Through Charges from Retail Customers

- Q3.1 Any over/under recovery in the regulated generation charges, transmission charges, system loss charges, lifeline rate subsidy, business tax and senior citizen discounts, shall be applied for by the DUs in the confirmation of the said

regulated charges in accordance with ERC Resolution No. 14, Series of 2022, or any amendments thereto.

The ERC shall confirm the said charges from the last billing period of the Retail Customer when it was still the DU’s captive customer until its transfer to a Retail Supplier.

Any over/under recovery shall be refunded and/or collected from all Retail Customer for billing periods when they were still captive customers. These shall be part of the DU’s bill, as a separate line, through the Retail Supplier currently serving the Retail Customer.

All distribution pass-through charges will continue to be billed to the Retail Customer which shall include transmission charges, system loss charges, lifeline rate subsidy, business tax and senior citizen discounts, over/under recoveries on pass-through charges, universal charge, and other ERC-approved charges.

Under the Customer Choice Programs in the Retail Market, the universal charges shall continue to be billed and collected by the DU to the Retail Supplier and remit the same to PSALM at least fifteen (15) calendar days from the DU’s collection. For DCC’s qualified as Retail Customer, universal charges shall be billed and collected directly by the TransCo/its buyer or concessionaire and subsequently remit the same to PSALM based on the said required schedule.

(RES Form 1a)

CHECKLIST OF REQUIREMENTS FOR NEW RES LICENSE APPLICATION

Name of Applicant: _____

Note: The application will only be considered as filed upon completion of the requirements, receipt of the ERC’s Confirmation of Completeness Email (CCE), payment of the RES application fee, and official docketing of the RES License application.

PART I. DOCUMENTARY/LEGAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
1. <u>If the Applicant’s email is already registered with the ERC:</u> Certificate of Email Registration (CER ¹) Number. <u>If the Applicant has an ongoing request for email registration:</u> Reference Number of the CER application.	
2. Fully accomplished RES Information Sheet (RES-Form 2a)	
3. <u>If Juridical Entity:</u> Certificate of Registration with corresponding Articles of Incorporation/Partnership issued by the Philippine Securities and Exchange Commission (SEC); <u>If Juridical Entity is created by Law:</u> Basis of creation, such as but not limited to, Republic Act No. or Certified True Copy of its Charter; or <u>If Sole Proprietorship:</u> Business Name Registration issued by the Department of Trade and Industry (DTI) indicating the purpose of engaging in business/es in electric power industry.	
4. Valid Business Permit or Mayor’s Permit, if applicable	
5. <u>For Applicants who has been in existence or in operation for at least two (2) years:</u> Certified True Copy ² of the applicant’s Audited Financial Statements (AFS) for the two (2) most recent reporting periods; or <u>For Applicants who has been in existence or in operation for less than two (2) years, at the time of filing:</u> Certified True Copy of the applicant’s Audited Interim Financial Statement (AIFS) for the recent reporting period, if applicable.	

¹ ERC Resolution No. 09, series of 2020, entitled “A Resolution Adopting the Guidelines governing Electronic Applications, Filing and Virtual Hearings before the Energy Regulatory Commission”

² The Chief Financial Officer shall certify the true copy/ies of the Audited Financial Statements (AFS).

<p>6. <u>For Applicants with Affiliates:</u></p> <p>a. Certified True Copy of the AFS of the applicant's parent company for the two (2) most recent reporting period, as submitted in its annual reports to shareholders; and</p> <p>b. General Information Sheet (GIS) of the applicant's affiliates engaged in the generation, distribution, and retail supply of electricity, and their corresponding business addresses.</p>	
<p>7. <u>For Applicants who are currently engaged in any of the following business/es in the power industry, such as generation, supply or distribution:</u></p> <p>a. ERC Case Number for BSUP application; and</p> <p>b. Copy of latest Accounting Separation Statements reflecting the separate Capitalization for its RES business.</p> <p><i>Note: Accounting Separation Statements (ASS) are part of the annual reportorial requirement of entities with approved BSUP, otherwise, if newly approved BSUP, ASS is part of the BSUP application.</i></p>	
8. Latest GIS of the Applicant, if applicable.	
9. Sworn Statement of Prior Submission, if applicable.	

PART II. TECHNICAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
1. Five-year Business Plan (RES Form 3)	
<p>2. Narrative with proof of the ability of its officers/employees to operate an electricity supply business or ability to trade in any market involving regular sale/exchange of items/commodity.</p> <p>The required years of experience shall be any of the following:</p> <p>a. At least two (2) employees/officers holding managerial position have a combined relevant experience of at least ten (10) years and with at least one (1) employee/officer who has experience entering into contracts or negotiations with NGCP, DU, Generation Companies or entities in other industries; or</p> <p>b. Should the Applicant engage with the services of a Consultant, the said Consultant should have at least fifteen (15) years of relevant experience and with at least one (1) employee/officer of the Applicant who has experience entering into contracts or negotiations with NGCP, DU, Generation Companies or entities in other industries.</p> <p><i>(attachments may include, but not limited to, Curriculum Vitae of key officers/employees/board of directors showing relevant experience or Certifications on relevant trainings of officers/employees)</i></p>	

3. Narrative and proof of an approved sign-up account with the Central Registrations Body (CRB); <i>(e.g. but not limited to, screenshot of email approval or certificate of registration);</i>	
4. Narrative and proof that the Applicant is in the process of adopting a billing and collection system or subscription of such to a 3 rd party platform provider available in the market and an employee or consultant that is capable in maintaining the said system <i>(e.g. but not limited to, proof of quotations, negotiations with developer or procurement documents, among others, with attached Curriculum Vitae or Certification of Trainings for the person who will maintain the system)</i>	
5. Narrative and proof that the Applicant has its own existing/under development website and an employee or consultant that is capable in maintaining the said website. <i>(e.g. but not limited to, link to the website, proof of negotiations with website developer, or procurement documents, among others, with attached Curriculum Vitae or Certification of Trainings for the person who will maintain the system)</i> <i>Note: The website shall be able to reflect the information on average prices, contact details of the RES, comments/suggestions box for customers, value-added services, and any other information necessary for the customer to learn more about the services of the RES in helping them to have informed choices)</i>	

PART III. FINANCIAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
<p>1. Tangible Net Worth (TNW) criteria, whichever is applicable:</p> <p>a. <u>For Applicants with available Audited Financial Statements (AFS)</u>: Certified True Copies of AFS for the two (2) most recent twelve-month periods; or for the life of the business, if it has been in existence for less than two (2) years, if applicable, reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.</p> <p>Where:</p> $AEAE = \frac{\sum(TCOS + TOE)}{\text{Term of License}}$ <p>TCOS = Total Cost of Sales expected for the term of license</p> <p>TOE = Total Operating Expenses expected to be incurred for the term of license</p> <p>b. <u>For newly incorporated Applicants which are yet to commence operations</u>: Proof of Tangible Net Worth amounting to Fifteen</p>	

Million Pesos (PhP15,000,000.00) or AEAE, whichever is higher.	
2. Market Risk Management Plan, which shall include measures to mitigate exposure to price volatilities in the procurement of supply for retail.	
3. Sworn Undertaking to, at a minimum, post a Performance Bond/s for every and all RSCs which are unhedged or undertake other measures including but not limited to, submission of a Certified True Copy of executed instruments related to hedging that shall be considered as evidence of the Applicant's ability to withstand market disturbances or other events that may increase the cost of providing service.	
<p>4. <u>For Applicants intending to collect cash security deposits:</u> Certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, restricted account or Hold-out Agreement facility, making the said cash security deposit unavailable for use in financing the applicant's working capital requirements; and</p> <p><i>Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.</i></p> <p><i>Any advance cash security deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash security deposit unavailable for use in financing the Retail Supplier's working capital requirements.</i></p>	

Note: All documents shall be submitted in one (1) hard copy and one (1) soft copy.

Initially Assessed by:

☐ Complete

☐ For Completion

SIGNATURE OVER PRINTED NAME

Date:

Noted by:

Note: Only forms/documents with complete entries will be accepted; otherwise, it will be returned to the applicant for re-submission of forms with complete entries

☐ Approved for Filing

SIGNATURE OVER PRINTED NAME

Date:

(RES Form 1b)

CHECKLIST OF REQUIREMENTS FOR RES LICENSE RENEWAL APPLICATIONS

Name of Applicant: _____

Note: The application will only be considered as filed upon completion of the requirements, receipt of the ERC’s Confirmation of Completeness Email (CCE), payment of the RES application fee, and official docketing of the RES License application.

PART I. DOCUMENTARY/LEGAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
1. Certificate of Email Registration (CER ¹) Number.	
2. Updated RES Information Sheet (RES-Form 2b)	
3. Valid Business Permit or Mayor’s Permit	
4. Certified True Copy ² of the applicant’s Audited Financial Statements (AFS) for the two (2) most recent reporting periods	
5. Latest General Information Sheet (GIS) of the applicant	
6. <u>For Applicants with Affiliates:</u> <ol style="list-style-type: none"> a. Latest GIS of the applicant’s affiliates engaged in the generation, distribution, and retail supply of electricity, and their corresponding business addresses; b. AFS of the applicant’s affiliates engaged in the generation, distribution, and retail supply of electricity for the two (2) most recent reporting periods, or Audited Interim Financial Statement (AIFS) if it has been in existence for less than two (2) years. 	
7. <u>For Applicants who are currently engaged in any of the following business/es in the power industry, such as generation, supply or distribution:</u> <ol style="list-style-type: none"> a. ERC Case Number for BSUP application; and 	

¹ ERC Resolution No. 09, series of 2020, entitled “A Resolution Adopting the Guidelines governing Electronic Applications, Filing and Virtual Hearings before the Energy Regulatory Commission”

² The Chief Financial Officer shall certify the true copy/ies of the Audited Financial Statements (AFS).

<p>b. Copy of latest Accounting Separation Statements reflecting the separate Capitalization for its RES business.</p> <p><i>Note: Accounting Separation Statements (ASS) are part of the annual reportorial requirement of entities with approved BSUP, otherwise, if newly approved BSUP, ASS is part of the BSUP application.</i></p>	
8. Sworn Statement of Prior Submission, if applicable.	

PART II. TECHNICAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
1. Updated Five-year Financial Statements and Five-year Business Plan (outline available at the ERC website [RES Form 3]);	
2. Updated Organizational Chart, if applicable, identifying the Board of Directors and Officers who will continue to spearhead the operations of the applicant (Include Curriculum Vitae and narrative on their capability to continue the RES operations); and	
<p>3. Proof that the Applicant has its own existing website and an employee or consultant that is capable in maintaining the said website. (<i>e.g. but not limited to, link to the website with attached Curriculum Vitae or Certification of Trainings for the person who will maintain the system</i>)</p> <p><i>Note: The website shall be able to reflect the information on average prices, contact details of the RES, comments/suggestions box for customers, value-added services, and any other information necessary for the customer to learn more about the services of the RES in helping them to have informed choices)</i></p>	

PART III. FINANCIAL REQUIREMENTS

Requirements	Remarks (Complete - ✓)
<p>1. Certified True Copies of AFS for the two (2) most recent reporting periods reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.</p> <p><i>Where:</i></p> $AEAE = \frac{\sum(TCOS + TOE)}{\text{Term of License}}$ <p>TCOS = Total Cost of Sales expected for the term of license</p> <p>TOE = Total Operating Expenses expected to be incurred for the term of license</p>	

2. Market Risk Management Plan, which shall include measures to mitigate exposure to price volatilities in the procurement of supply for retail.	
3. Proof of, at a minimum, posting of a Performance Bond/s for every and all Retail Supply Contracts which are unhedged or proof that other measures were undertaken which shall include but are not limited to a Certified True Copy of executed instruments related to hedging which shall be considered as evidence of the Applicant's ability to withstand market disturbances or other events that may increase the cost of providing service.	
<p>4. <u>For Applicants intending to collect cash security deposits:</u> Certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, restricted account or Hold-out Agreement facility, making the said cash deposit unavailable for use in financing the applicant's working capital requirements; and</p> <p><i>Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.</i></p> <p><i>Any advance cash deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash deposit unavailable for use in financing the Retail Supplier's working capital requirements.</i></p>	

Note: All documents shall be submitted in one (1) hard copy and one (1) soft copy.

Initially Assessed by:

☐ Complete

☐ For Completion

SIGNATURE OVER PRINTED NAME

Date:

Noted by:

Note: Only forms/documents with complete entries will be accepted; otherwise, it will be returned to the applicant for re-submission of forms with complete entries

☐ Approved for Filing

SIGNATURE OVER PRINTED NAME

Date:

(RES Form 1c)

CHECKLIST OF REQUIREMENTS FOR THE APPLICATION AS A LOCAL RETAIL ELECTRICITY SUPPLIERS

Name of Applicant: _____

Note: The application will only be considered as filed upon completion of the requirements and receipt of the ERC's Confirmation of Completeness Email (CCE).

PART I. DOCUMENTARY/LEGAL REQUIREMENTS

Requirement	Remarks (Complete - ✓)
1. <u>If the Applicant's email is already registered with the ERC: Certificate of Email Registration (CER¹) Number.</u> <u>If the Applicant has an ongoing request for email registration: Reference Number of the CER application.</u>	
2. Fully accomplished RES Information Sheet (RES-Form 2c)	
3. ERC Case Number for BSUP application. <i>Note: The applicant should have a Non-Regulated Supply Segment, or equivalent, in its approved BSUP/BSUP application.</i>	
4. Copy of latest Accounting Separation Statements reflecting the separate Capitalization for its Local RES business. <i>Note: Accounting Separation Statements (ASS) are part of the annual reportorial requirement of entities with approved BSUP, otherwise, if newly approved/ongoing BSUP applications, ASS is part of the BSUP application.</i>	
5. <u>For Private Corporations:</u> General Information Sheet (GIS) of the applicant and its affiliates engaged in the generation, distribution, and retail supply of the electricity with their corresponding business addresses; or <u>For Electric Cooperative:</u> Certified True Copy of Board Resolution or Secretary's Certificate that will indicate the list of the Board of Directors and Board Members.	

¹ ERC Resolution No. 09, series of 2020, entitled “A Resolution Adopting the Guidelines governing Electronic Applications, Filing and Virtual Hearings before the Energy Regulatory Commission”

6. <u>If the Applicant has been in existence or in operation for at least two (2) years</u> : Certified True Copy ² of the applicant's Audited Financial Statements (AFS) for the two (2) most recent reporting periods; or <u>For Applicants who has been in existence or in operation for less than two (2) years at the time of application</u> : Certified True Copy of the applicant's or Audited Interim Financial Statement (AIFS), if applicable.	
7. Sworn Statement of Prior Submission, if applicable.	

PART II. TECHNICAL REQUIREMENTS

Requirement	Remarks (Complete - ✓)
<p>1. Five-year Business Plan (RES-Form 3) highlighting the strategies of the intending Local RES in operating its supply business separate from its other business segments.</p> <p>Include narrative with proof of the ability of its officers/employees to operate an electricity supply business or ability to trade in any market involving regular sale/exchange of items/commodity.</p> <p>The required years of experience shall be any of the following:</p> <ul style="list-style-type: none"> a. At least two (2) employees/officers holding managerial position have a combined relevant experience of at least ten (10) years and with at least one (1) employee/officer who has experience entering into contracts or negotiations with NGCP, DU, Generation Companies or entities in other industries. b. Should the Applicant engage with the services of a Consultant, the said Consultant should have at least fifteen (15) years of relevant experience and with at least one (1) employee/officer of the Applicant who has experience entering into contracts or negotiations with NGCP, DU, Generation Companies or entities in other industries. 	
<p>2. <u>For Applicants intending to collect cash security deposits</u>: Certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, restricted account or Hold-out Agreement facility, making the said cash security deposit unavailable for use in financing the applicant's working capital requirements.</p> <p><i>Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the</i></p>	

² The Chief Financial Officer shall certify the true copy/ies of the Audited Financial Statements (AFS).

<p><i>term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.</i></p> <p><i>Any advance cash security deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash security deposit unavailable for use in financing the Retail Supplier's working capital requirements.</i></p>	
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All documents shall be submitted in one (1) hard copy and one (1) soft copy.

Initially Assessed by:

☐ Complete

☐ For Completion

SIGNATURE OVER PRINTED NAME

Date:

Note: Only forms/documents with complete entries will be accepted; otherwise, it will be returned to the applicant for re-submission of forms with complete entries

Noted by:

☐ Approved for Filing

SIGNATURE OVER PRINTED NAME

Date:

(RES Form 2a)

RES INFORMATION SHEET FOR NEW APPLICATIONS*To be filled-out by ERC*

Official Application No.: _____

Date Filed: _____

PART 1. APPLICANT INFORMATION**1.1 Company Profile**

- a. Business Name: _____
- b. Complete Business Address: _____
- c. Website: _____
- d. Contact Number _____
- e. E-mail Address _____
- f. ERC Case number of BSUP Application*: _____
- (*if the applicant has other businesses in the electric power industry which falls under distribution, supply, generation, and transmission)*

1.2 Name of RES' Regulatory Compliance Officer:E-mail Address *(preferably official/work email; not personal emails)*: _____

Telephone/Mobile No.: _____

1.3 Board of Directors and Company Officers' Profile

Company Officers	Name	Designation	E-mail Address
Board of Directors			
Key Officers			
Representative to ERC/Position			

*Please attach Curriculum Vitae of the above stated Board of Directors and Officers***1.4 Corporate Information**

List and Description of Companies affiliated with the Applicant:

Name of Company	Description of the Relationship with the Applicant	Description of Business	Business Addresses

1.5 Business Activities

- ☐ a. Newly organized for the purpose of providing retail electricity service.
- ☐ b. Existing organization engaged in other activity/s in the electric power industry (*Generation, Distribution and/or Transmission*). Specify existing business activities:
-

1.6 Green Energy Option Program

- ☐ a. Applicant intends to act as a Renewable Energy Supplier within the 5-year period.
- ☐ b. Applicant does not intend to act as a Renewable Energy Supplier within the 5-year period.

1.7 Retail Aggregation Program

- ☐ a. Applicant intends to act as a Retail Aggregator within the 5-year period.
- ☐ b. Applicant does not intend to act as a Retail Aggregator within the 5-year period.

PART 2. FINANCIAL CAPABILITY REQUIREMENTS

2.1 TNW Requirement:

- ☐ For applicants with available Audited Financial Statements (AFS): Certified True Copy of AFS for the two (2) most recent reporting periods; or for the life of the business, if it has been in existence for less than two (2) years, if applicable, reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.

Where:

$$\text{AEAE} = \frac{\Sigma(\text{TCOS} + \text{TOE})}{\text{Term of License}}$$

TCOS = Total Cost of Sales expected for the term of license

TOE = Total Operating Expenses expected to be incurred for the term of license

- ☐ For newly incorporated applicants which are yet to commence operations: Proof of Tangible Net Worth amounting to Fifteen Million Pesos (PhP15,000,000.00) or AEAE, whichever is higher.

2.2 Financial Stability Requirements:

- ☐ Sworn Undertaking to, at a minimum, post a Performance Bond/s for every and all RSCs which are unhedged or undertake other measures including but not limited to, submission of a Certified True Copy of executed instruments related to hedging that shall be considered as evidence of the Applicant's ability to withstand market disturbances or other events that may increase the cost of providing service.

2.3 Cash Security Deposit Requirements:

- ☐ Applicant intends to collect cash deposits from customers.
- ☐ Applicant does not intend to collect cash deposits from customers.
Provide Certification from any financial banking institution located in the Philippines stating that it has

already availed of the said bank's escrow, restricted account, or Hold-out Agreement facility, making the said cash deposit unavailable for use in financing the applicant's working capital requirements.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.

Any advance cash deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash deposit unavailable for use in financing the Retail Supplier's working capital requirements.

(Prescribed Format Only)

UNDERTAKING

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

I, [name of authorized representative (with attached proof of authority)] of legal age, with office address at _____, after having been sworn to in accordance with law, hereby depose and say:

That I am the (designation) of the (name of RES);

I swear and affirm that I have personal knowledge of the facts stated in the attached RES Information Sheet, that I am competent to testify to them, and that I have the authority to submit this RES Information Sheet for on behalf of (name of RES).

I further swear or affirm that all information, statements and/or documents submitted by the (name of RES) to the Energy Regulatory Commission (ERC) relevant to this request for RES authorization are true, correct and complete and that any substantial changes in such information will be provided to the ERC in a timely manner. That I am fully aware that any intentional omission, false statements, or misrepresentations of the information submitted herewith may be grounds for perjury which shall be punishable by law.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ at _____, Philippines.

Signature over printed name of the
Authorized Representative

Name of RES

SUBSCRIBED AND SWORN to before me, a notary public in and for _____ this ____ day of _____. The affiant exhibited to me his/her _____ and personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

NOTARY PUBLIC

Doc. No. : _____

Page No. : _____

Book No. : _____

Series of 20 _____

(RES Form 2b)

RES INFORMATION SHEET FOR RENEWAL APPLICATIONS*To be filled-out by ERC*

Official Application No.: _____

Date Filed: _____

PART 1. APPLICANT INFORMATION**1.1 Updated Company Profile**

- a. Business Name: _____
- b. Complete Business Address: _____
- c. Website: _____
- d. Contact Number _____
- e. E-mail Address _____
- f. ERC Case number of BSUP Application*: _____

*(*if the applicant has other businesses in the electric power industry which falls under distribution, supply, generation, and transmission)*

1.2 Name of RES' Regulatory Compliance Officer: _____

E-mail Address *(preferably official/work email; not personal emails)*: _____

Telephone/Mobile No.: _____

1.3 Updated Board of Directors and Company Officers' Profile

Company Officers	Name	Designation	E-mail Address
Board of Directors			
Key Officers			
Representative to ERC/Position			

Please attach Curriculum Vitae of the above stated Board of Directors and Officers

1.4 Updated Corporate Information

List and Description of Companies affiliated with the Applicant:

Name of Company	Description of the Relationship with the Applicant	Description of Business	Business Addresses

1.5 Business Activities

- ☐ a. Only operating as a RES Supplier; or
- ☐ b. With other existing business activity/s in the electric power industry (*Generation, Distribution and/or Transmission*). Specify existing business activities:
-

1.6 Green Energy Option Program

- ☐ a. Applicant intends to act as a Renewable Energy Supplier within the 5-year period.
- ☐ b. Applicant does not intend to act as a Renewable Energy Supplier within the 5-year period.

1.7 Retail Aggregation Program

- ☐ a. Applicant intends to act as a Retail Aggregator within the 5-year period.
- ☐ b. Applicant does not intend to act as a Retail Aggregator within the 5-year period.

PART 2. FINANCIAL CAPABILITY REQUIREMENTS

2.1 TNW Requirement:

- ☐ For applicants with available Audited Financial Statements (AFS): Certified True Copy of AFS for the two (2) most recent reporting periods; or for the life of the business, if it has been in existence for less than two (2) years, if applicable, reflecting its Tangible Net Worth (TNW) equivalent to at least Fifteen Million Pesos (PhP15,000,000.00) or equal to its Average Expected Annual Expenses (AEAE), whichever is higher.

Where:

$$AEAE = \frac{\Sigma(TCOS+TOE)}{\text{Term of License}}$$

TCOS = Total Cost of Sales expected for the term of license

TOE = Total Operating Expenses expected to be incurred for the term of license

- ☐ For newly incorporated applicants which are yet to commence operations: Proof of Tangible Net Worth amounting to Fifteen Million Pesos (PhP15,000,000.00) or AEAE, whichever is higher.

2.2 Financial Stability Requirements:

- ☐ Proof of, at a minimum, posting of a Performance Bond/s for every and all Retail Supply Contracts which are unhedged or proof that other measures were undertaken which shall include but are not limited to a Certified True Copy of executed instruments related to hedging which shall be considered as evidence of the Applicant's ability to withstand market disturbances or other events that may increase the cost of providing service.

2.3 Cash Secuity Deposit Requirements:

- ☐ Applicant intends to collect cash deposits from customers.
- ☐ Applicant does not intend to collect cash deposits from customers.

Provide Certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, restricted account, or Hold-out Agreement facility, making the said cash deposit unavailable for use in financing the applicant's working capital requirements.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.

Any advance cash deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash deposit unavailable for use in financing the Retail Supplier's working capital requirements.

(Prescribed Format Only)

UNDERTAKING

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

I, [name of authorized representative (with attached proof of authority)] of legal age, with office address at _____, after having been sworn to in accordance with law, hereby depose and say:

That I am the (designation) of the (name of RES);

I swear and affirm that I have personal knowledge of the facts stated in the attached RES Information Sheet, that I am competent to testify to them, and that I have the authority to submit this RES Information Sheet for on behalf of (name of RES).

I further swear or affirm that all information, statements and/or documents submitted by the (name of RES) to the Energy Regulatory Commission (ERC) relevant to this request for RES authorization are true, correct and complete and that any substantial changes in such information will be provided to the ERC in a timely manner. That I am fully aware that any intentional omission, false statements, or misrepresentations of the information submitted herewith may be grounds for perjury which shall be punishable by law.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ at _____, Philippines.

Signature over printed name of the
Authorized Representative

Name of RES

SUBSCRIBED AND SWORN to before me, a notary public in and for _____ this ____ day of _____. The affiant exhibited to me his/her _____ and personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

NOTARY PUBLIC

Doc. No. : _____

Page No. : _____

Book No. : _____

Series of 20 _____

(RES Form 2c)

LOCAL RES INFORMATION SHEET**PART I. BASIC LOCAL RES INFORMATION**

1. Local RES Profile

- a. Business Name: _____
- b. Complete Business Address: _____
- c. Website: _____
- d. Contact Number: _____
- e. E-mail Address: _____
- f. ERC Case number of BSUP Application: _____

2. Name of Local RES' Regulatory Compliance Officer:

E-mail Address (*preferably official/work email; not personal emails*): _____

Telephone/Mobile No.: _____

3. Local RES Directors and Officers:

Company Officers	Name	Designation	E-mail Address
Board of Directors			
Key Officers			
Representative to ERC/Position			

Please attach Curriculum Vitae of the above stated Board of Directors and Officers

4. List and description of companies affiliated with the DU:

Name of Company	Description of the Relationship with the Applicant	Description of Business	Business Addresses

5. Proposed date of commencement of operations as Local RES: _____

6. Sources of Supply (Please check and identify)

- ☐ Affiliate IPP/Generation Company
- ☐ Non-affiliate IPPs/Generation Companies

☐ WESM

☐ Others (please specify) _____

PART 2. CASH SECURITY DEPOSIT REQUIREMENTS

☐ Applicant does not intend to collect cash security deposits from customers.

☐ Applicant intends to collect cash security deposits from customers.

Provide Certification from any financial banking institution located in the Philippines stating that it has already availed of the said bank's escrow, restricted account, or Hold-out Agreement facility, making the said cash security deposit unavailable for use in financing the applicant's working capital requirements.

Only Applicants who have declared its intention to collect cash security deposits shall be allowed to collect such deposit during the term of its license. Otherwise, collection of cash security deposit shall not be allowed during the validity of the license.

Any advance cash security deposit collected from Retail Customers shall be sufficiently covered by a restricted facility, making the said cash security deposit unavailable for use in financing the Retail Supplier's working capital requirements

(Prescribed Format Only)

UNDERTAKING

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

I, [name of authorized representative (with attached proof of authority)] of legal age, with office address at _____, after having been sworn to in accordance with law, hereby depose and say:

That I am the (designation) of the (name of Local RES);

I swear and affirm that I have personal knowledge of the facts stated in the attached Local RES Information Sheet, that I am competent to testify to them, and that I have the authority to submit this Local RES Information Sheet for on behalf of (name of Local RES).

I further swear or affirm that all information, statements and/or documents submitted by the (name of Local RES) to the Energy Regulatory Commission (ERC) relevant to this request for Local RES authorization are true, correct and complete and that any substantial changes in such information will be provided to the ERC in a timely manner. That I am fully aware that any intentional omission, false statements, or misrepresentations of the information submitted herewith may be grounds for perjury which shall be punishable by law.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ at _____, Philippines.

Signature over printed name of the
Authorized Representative

Name of RES

SUBSCRIBED AND SWORN to before me, a notary public in and for _____ this _____ day of _____. The affiant exhibited to me his/her _____ and personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

NOTARY PUBLIC

Doc. No. : _____

Page No. : _____

Book No. : _____

Series of 20 _____

(RES Form 3)

RES/Local RES Outline for a Five-year Business Plan**I. Executive Summary**

Overview of the Company and its Business Plan, including but not limited to the following:

- (a) Description of the Businesses the Applicant is currently engaged with;
- (b) Description of the Businesses of the Applicant’s Parent Company and/or relevant Affiliates; and
- (c) For new RES applicants and Local RES applicants: Reason of the Applicant’s intention to enter the Retail Market.

II. Marketing Plan *(specify for Retail Aggregation and/or GEOP, if applicable)***2.1. Five-year Market Share and Revenue Target(s)***

	Year 1	Year 2	Year 3	Year 4	Year 5
Target Market Share (%)					
Target Annual Revenue (PhP)					

**With Narrative*

2.2. Type/s of Market to be served.

Provide Narrative and list down the target markets (e.g., Industrial, Malls, Condominiums, etc.) that the applicant plans to serve.

2.3. Target Geographical Location to be served.

Provide Narrative and list down the target areas (e.g., Luzon, Visayas, Mindanao and/or Specific Cities/Municipalities) that the applicant plans to serve.

2.4. Marketing Strategies*

Marketing Strategies	Brief Description
<i>e.g. Social Media/Newspaper Advertisements and Email Campaigns, etc.</i>	

**With Narrative*

2.5. 5- Year Allocation of Capacity & Energy*

	Year 1	Year 2	Year 3	Year 4	Year 5
Capacity (MW)					
Energy (kWh)					
Total					

**With Narrative*

2.6. Value Added Services

Value-Added Service/s	Brief Description	With a Fee or Free of Charge

III. Power Procurement Plan

5-Year specific Source of Power with corresponding quantity (*specify if procuring from Renewable Energy Sources*) *

Name of Specific Generation Company	Year 1 (MW)	Year 2 (MW)	Year 3 (MW)	Year 4 (MW)	Year 5 (MW)

**With Narrative*

IV. Financial Plan

4.1 5-Year Capitalization Plan (e.g., equity, borrowings or public offerings, etc.) *

Source of Capital	Year 1 (PhP)	Year 2 (PhP)	Year 3 (PhP)	Year 4 (PhP)	Year 5 (PhP)

**With Narrative*

4.2 5-Year Financial Statements:

5-Year Statement of Financial Performance (Income Statement)					
	Year 1 (PhP)	Year 2 (PhP)	Year 3 (PhP)	Year 4 (PhP)	Year 5 (PhP)
Revenue					
(Cost of Sales)					
Gross Profit					
(General and Admin Expenses)					
Net Income Before Tax					
(Provision for Income Tax)					
Net Income After Tax					

5-Year Statement of Financial Position (Balance Sheet)					
	Year 1 (PhP)	Year 2 (PhP)	Year 3 (PhP)	Year 4 (PhP)	Year 5 (PhP)
Cash and cash equivalents					
Receivable					
Other current assets					
Total Current Assets					
Property, Plant and Equipment					
Other non-current assets					
Total Non-Current Assets					
Total Assets					
Current Liabilities					
Other current liabilities					
Total Current Liabilities					
Long-term debts					
Other non-current Liabilities					
Total Non-Current Liabilities					
Stockholder's/Partners'/Owner's Equity					
Retained Earnings					
Total Equity					
Total Liabilities and Equity					

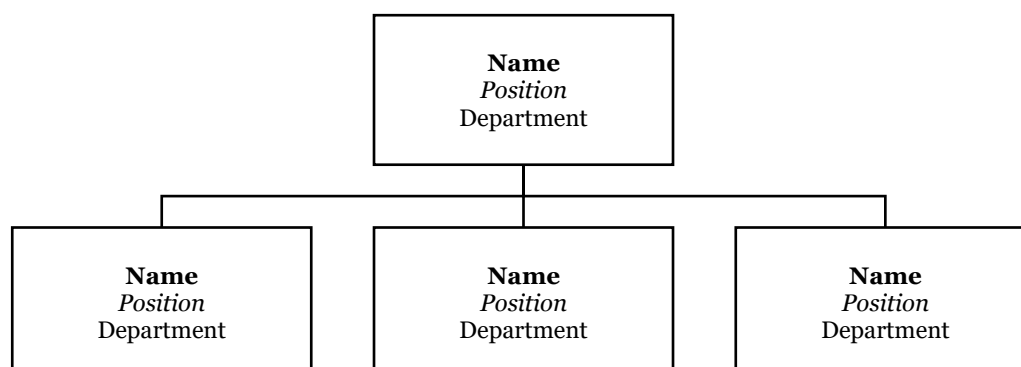
5-Year Statement of Cash Flows					
	Year 1 (PhP)	Year 2 (PhP)	Year 3 (PhP)	Year 4 (PhP)	Year 5 (PhP)
Operating Cash Flows					
Investing Cash Flows					
Financing Cash Flows					
Others					
Net Increase (Decrease) in Cash					

4.3 Market Risk Management Plan:

Provide a narrative detailing strategies to mitigate exposure to price volatilities in retail supply procurement. This shall include, but not limited to, the following: Objectives and Scope; Risk Identification; Risk Assessment and Mitigation Strategies; Monitoring and Review; Communication and Training; Contingency Planning; Documentation and Reporting; Compliance and Legal Considerations; and Technology and Tools.

V. Organizational Plan

- 5.1 Organizational Chart, indicating Key Personnel, including roles and functions; services outsourced and control over outsourced entities*



Departments within the Organization	Description of Functions of each Department

- 5.2 List of Advisors or Consultants, if any*

Name of Advisor or Consultant	Current and/or Previous Company/s Engaged with	Relevant years of experience	Brief description of tasks in previous company/s

**With Narrative*

- 5.3 5-Year Staffing/Hiring Plan with Narrative:

Departments within the Organization	Number of Employees Hired at Present	Number of Additional Employees to Hire				
		Year 1	Year 2	Year 3	Year 4	Year 5

- 5.4 5-Year Training Plan with Narrative:

Specific Training/s	Brief Description	Target Employee/Position to Undergo Training				
		Year 1	Year 2	Year 3	Year 4	Year 5

RETAIL SUPPLY CONTRACT

This Retail Supply Contract ("RSC") is entered into this *(date)*, by and between the following:

SELLER, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at *(Seller's Address)*, herein represented by its *(Position, Name)* hereinafter referred to as the "**SELLER**";

-and-

BUYER, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at *(Buyer's Address)*, represented herein by its *(Position, Name)*, hereinafter referred to as the "**BUYER**";

(The SELLER and BUYER are hereafter referred to individually as "Party" and collectively as "Parties".)

Witness: That –

WHEREAS, the SELLER has a Retail Electricity Supplier's (RES) License from the ERC to allow it to sell power to duly qualified Retail Customers;

WHEREAS, the BUYER is an end-user with a Certificate of Contestability issued by the ERC and therefore qualified to secure its power supply from a registered Retail Supplier;

WHEREAS, the BUYER desires to buy and receive electric power from the SELLER and SELLER has agreed to sell and supply electricity to the BUYER, and as such, the Parties have agreed to execute this RSC to formalize the terms and conditions of such sale and purchase of power.

NOW THEREFORE, for and in consideration of the foregoing premises the Parties, for themselves and for their successors and allowed assigns, hereby agree as follows:

ARTICLE 1 DEFINITION OF TERMS

The following terms as used in this RSC shall have the meanings given to them below:

(Insert Definition of Terms used in the Retail Supply Contract)

ARTICLE 2

TERM

- 2.1 Term. This RSC shall be binding between the Parties on the date of signing ("Execution Date") and shall remain effective until (*agreed end of contract*). Supply of the electric power by the SELLER shall commence on the Start Date and shall continue until the end of the RSC Term.
- 2.2 Start Date Conditions Precedent. Prior to the Start Date, the following conditions must be satisfied:
- 2.2.1 The BUYER shall submit the following information and documents to the SELLER:
- a. Demand or Electricity requirements
 - b. Load profile
 - c. SEC Certificate of Registration
 - d. Articles of Incorporation and By-laws
 - e. Certificate of Contestability
 - f. Post the required Security Deposit, provided that SELLER notifies BUYER in writing of the required Security Deposit amount at least sixty (60) calendar days before the Execution Date.
- 2.2.2 The Parties shall have executed the following:
- a. Necessary Customer Service Agreements with the relevant Distribution Utility for the delivery of electric power to the BUYER (DWSA, CA and MSA).
 - b. Switch Approval issued by the Central Registry Body of the commercial transfer of the Customer from one Distribution Utility/Supplier to Another Supplier.
- 2.3 Cooling-off Period. The BUYER may cancel this RSC within five (5) business days from the Execution Date. The BUYER must furnish a written notice of such cancellation not later than 5:00 o'clock p.m., five (5) Business Days after the signing of this RSC, counted from the business day following the date of signing. The BUYER may waive his/her right to the Cooling-Off Period through a written Notice to the CRB and authorize the SELLER to deliver its service in accordance with the terms of this RSC.

ARTICLE 3

SECURITY DEPOSIT

- 3.1 Amount. For the first Contract Year, the BUYER shall provide a Security Deposit to the SELLER equivalent to one hundred (100%) of the estimated average monthly power bill computed using the BUYER's actual power consumption for the twelve (12) months immediately preceding the Start Date and the SELLER's rates herein. This Security Deposit shall be updated at the start of every calendar year subject to adjustments, based on the BUYER's actual average monthly power bill of the preceding twelve (12) months as may be needed or required by the SELLER. Each update shall be executed at least one (1) week prior to the beginning of the coming calendar year. SELLER shall notify the BUYER at least thirty (30) calendar days before the due date of the Security Deposit update, otherwise, it shall be understood that the existing Security Deposit remains to be sufficient for SELLER's purposes.
- 3.2 Form. The Security Deposit shall be in the form of cash, cash bond, manager's or cashier's check, bank certified check, irrevocable stand-by letter of credit, performance bond or bank guarantee issued by a financial institution, or any other forms of security, such as but not limited to escrow account to be administered by a bank acceptable to the SELLER, in such form and substance acceptable to the SELLER.
- 3.3 Time of Posting. The Security Deposit shall be posted by the BUYER not later than thirty (30) calendar days prior to the Start Date.
- 3.6 Release of All Security Deposits. Within seven (7) business days from payment of the last bill for the last Billing Period following the termination of this RSC, the SELLER shall return or release all the Security Deposits posted by the BUYER including interest earned, less any deductions identified by the SELLER properly chargeable to the Security Deposits, for any amount owed by the BUYER to the SELLER under this RSC. Security Deposits posted in cash shall earn interest based on prevailing savings account deposit rates of the bank specified by the SELLER.

ARTICLE 4

SALE AND PURCHASE OF CONTRACT ENERGY

- 4.1 Monthly Contract Energy
- 4.1.1 Beginning the Start Date, the SELLER shall make available to the BUYER at the Energy Fees specified under Annex I.

- 4.1.2 The RSC Energy shall be delivered by the SELLER to its Delivery Point(s) mentioned in Annex II. This will be used for purposes of declaration of BCQs, billing and settlement. Title and risk of loss for the RSC Energy shall be transferred to the BUYER at Delivery Point.

4.2 Supply

- 4.2.1 The SELLER shall have no obligation to supply more than the Maximum Allowable Demand during peak hours as provided for in Annex I. The BUYER may submit hourly capacity requirement nomination in accordance with the "Nomination Protocol" attached as Annex V herein.
- 4.2.2 During Off-peak Hours, BUYER may require SELLER to provide up to a maximum of (*Retail Customer's Demand*) MW.
- 4.2.3 Seven (7) calendar days before the start of the Billing Period, the BUYER shall submit to the SELLER, a month-ahead nomination translated into hourly and daily schedule referred as the BCQ, in accordance with the "Nomination Protocol". The BUYER may submit revisions on the BCQ Schedule on week-ahead and day-ahead basis. If the BUYER fails or is unable for any reason to submit such nominations, the SELLER shall use the BUYER's best available data for the same hour, day or week.
- 4.2.4 Meter registrations over and above the Maximum Allowable Demand during peak hours, shall be deemed purchased from the WESM.

4.3 SOLR Event

- 4.3.1 Without prejudice to BUYER's rights under Article 10 of this RSC, the BUYER may be served by a SOLR when any of the following events occur:
 - 4.3.1.1 The SELLER has ceased to operate or its license has been revoked by the ERC;
 - 4.3.1.2 The SELLER has failed to meet its obligations to the relevant Distribution Utility wheeling power to the BUYER;
 - 4.3.1.3 The SELLER has failed to meet its obligations to the power generator from whom it is sourcing its power.
 - 4.3.1.4 The SELLER has failed to meet its obligations to the WESM, resulting in the revocation of the SELLER's membership in the WESM.
- 4.3.2 Prior to transfer of the BUYER and be served by a SOLR, the SELLER shall endeavor to secure a new SELLER who shall take over the its

responsibilities under this contract at the similar contract rate and terms agreed with the BUYER.

ARTICLE 5 OUTAGES

- 5.1 Annual Outage Allowance. For every Contract Year during the term of this RSC, the annual outage allowance shall be *(number of hours/days the SELLER's contracted generation company will be on outage)*.
- 5.2 In the event that a Contract Year is less than twelve (12) Billing Periods, the Forced Outage allowance shall be pro-rated based on the actual number of Billing Periods.
- 5.3 Major Maintenance Outage Hours Per Unit. The SELLER shall be allowed an additional outage allowance of *(approved major maintenance outage of the SELLER's contracted generation company)*. The SELLER is not obligated to deliver energy from the Plant during Major Maintenance Outage; instead shall deliver Replacement Power at a most economical rate to its current RSC.
- 5.4 Replacement Power. To ensure the uninterrupted supply of energy to the BUYER during the Annual Outage Allowance or Major Maintenance Outage hours, the SELLER shall procure Replacement Power from other sources; and shall deliver Replacement Power at a rate economically equivalent to this RSC.
- 5.4 Unutilized Annual Outage Allowance hours or Major Maintenance Outage hours shall not be carried forward to any subsequent Contract Year.
- 5.5 Notification of Scheduled Outages. The SELLER shall inform the BUYER of the Scheduled Outages of the Plant as submitted to and approved by NGCP, as soon as such approved schedule is available, but not later than ninety (90) calendar days before the Scheduled Outage. The SELLER shall inform the BUYER of any revisions made by NGCP at least thirty (30) calendar days prior to the start of the revised Scheduled Outage.
- 5.6 Notification of Forced Outages. The SELLER shall inform the BUYER of the occurrence, nature and expected duration of a Forced Outage as soon as possible after such occurrence by the most expeditious means, including but not limited to text messages, calls through landlines or cellular phones, with the details to follow by written notice within 48 hours from the first advice or following any agreed protocol establish by and between the SELLER and the BUYER.

ARTICLE 6

CHARGES AND ADJUSTMENTS

- 6.1 Contract Charges. Beginning the Start Date and subject to the terms and conditions of this RSC, BUYER shall pay Contract Energy Fees equivalent to the metered energy consumption multiplied by the agreed rate, adjustments in the Energy Fees, the cost of Replacement Power during the Annual Outage Allowance, Major Maintenance Outage Allowance or during an Event of Force Majeure , all WESM Charges as billed by the PEMC to SELLER, subject to presentation by SELLER of certified true copies of the relevant WESM bill.
- 6.2 Retail Supply Charge. Fixed monthly charge of PhP (*declared and agreed*) shall be paid by the BUYER.
- 6.3 Taxes. All applicable existing taxes as well as all other future taxes, except corporate income tax, that may be imposed by the government in connection with SELLER's performance of its obligation under this RSC, including any increase or adjustments thereon, shall be for the account of the BUYER.
- 6.4 Other Fees. BUYER shall bear all other relevant costs and charges incurred after the Delivery Point, including but not limited to transmission line losses, any interconnection charges and site-specific loss adjustments, among others.

ARTICLE 7

PAYMENT

- 7.1 Form of Payment
- 7.1.1 Payment of any and all fees and charges by the BUYER to the SELLER under this RSC may be in the form of cash, demand drafts, checks or other cash equivalents. Payments made, other than in the form of cash and checks, must be in cleared funds on or before the designated due dates.
- 7.1.2 All payments made by the BUYER under this RSC shall be free and clear of all deductions on account of set-offs, counter-claim, tax or otherwise except as may be required by law or allowed under this Contract.
- 7.1.3 BUYER shall deduct and withhold from all the fees and charges, the applicable creditable withholding tax and BUYER shall remit any amounts withheld for such tax to the relevant taxing authorities and the corresponding documentation due to the prevailing regulation of such withholding to SELLER.

7.2 Serving of Power Bills and Place of Payment. Bills for the Contract Charges during a Billing Period and/or bills for other charges covered by this RSC payable by the BUYER to the SELLER, if any, shall be served upon the BUYER within the first ten (10) calendar days of the succeeding Billing Period and must be paid without the necessity of demand not later than the last Business Day of the calendar month following the Billing Period subject of the bill.

7.3 Disputed Bills.

7.3.1 The BUYER shall notify the SELLER in writing of any dispute in a power bill within sixty (60) calendar days from the date of its receipt of the disputed bill. The SELLER shall act on such disputed bill in good faith and endeavor to resolve the claim within sixty (60) calendar days from the date of filing of the claim. Failure by the BUYER to question the power bills within the said period shall constitute a waiver by the BUYER of any claim on such bills.

7.3.2 In the event that the BUYER does not agree with the resolution of the SELLER on a disputed billing, the BUYER and the SELLER shall seek to amicably resolve the disagreement. If the disagreement cannot be resolved by the Parties within sixty (60) calendar days from the date the BUYER informs the SELLER in writing of its disagreement with the SELLER's decision on a disputed billing, then such matter shall be resolved in accordance with the provisions under Article 10 (Settlement of Disputes).

7.3.3 In case the claim of the BUYER as to a disputed power bill is found by the SELLER to be meritorious, the pertinent adjustments in the subject power bill shall be reflected in the succeeding power bill to be issued by the SELLER. In case of overpayment by the BUYER, the SELLER shall credit the same in the succeeding billings.

7.3.5 In the event that any disputed bill(s) remains unresolved upon the expiration of this RSC, the BUYER shall not deduct the disputed portion of the bill(s) from its final payment. The disputed bill shall still be resolved by the SELLER within the period and in accordance with the procedure set out in Article 10. In the event that the BUYER's claim is found meritorious, the SELLER shall make the appropriate adjustments to the bill and refund any overpayment to the BUYER within seven (7) Business Days from the resolution of the dispute.

7.4 Overdue Account

- 7.4.1 If BUYER fails to pay its power bill on its due date, the Security Deposit shall be utilized and applied against all unpaid power bills. SELLER shall then send a Notice of Collection ("NOC") informing BUYER of the utilization of the Security Deposit and requiring BUYER to replenish the Security Deposit within seven (7) calendar days from receipt of the NOC.
 - 7.4.2 If the BUYER fails to pay its overdue account within any grace period allowed by the SELLER and the Security Deposit is not replenished or is no longer available, the overdue account shall bear interest rate per annum equal to the prevailing 91-day Treasury Bill rate published by the Bureau of Treasury.
 - 7.4.3 If BUYER fails to pay its subsequent power bill or other amounts due and payable and/or fails to replenish the Security Deposit within seven (7) calendar days from receipt of the NOC, all existing liabilities of BUYER to SELLER shall immediately become due and demandable.
 - 7.4.4 If the BUYER fails and continues to fail to pay its overdue account for two (2) consecutive months and the Security Deposit is not replenished or is no longer available, then Section 10.3 (Default by the BUYER) shall apply. This is without prejudice to all legal remedies available to the SELLER, including physical disconnection.
- 7.5 Adjustments Due to Inaccurate Meters and/or Erroneous Billings. In the event that a billing is found by the SELLER to be erroneous due to wrong reading, incorrect use of kilowatt-hour meter multiplier, arithmetical mistakes, omissions or typographical error, the SELLER shall issue to the BUYER a corrected power bill which the BUYER shall settle in accordance with this RSC. SELLER shall make the appropriate correction of the erroneous billing within sixty (60) calendar days of the BUYER's receipt of the bill, otherwise SELLER shall be deemed to have waived its right to correct said erroneous bill. However, this waiver shall not apply to errors made by third party entities, such as the NGCP or PEMC.

ARTICLE 8

FORCE MAJEURE

- 8.1 Force Majeure shall be defined as an extraordinary event which cannot be foreseen or which though foreseen, cannot be avoided, and must render it impossible for a Party to fulfill any of its obligations in a normal manner despite

the exercise of due care. Force Majeure shall not excuse either Party from exercising due care to prevent it or minimize its effects.

8.2 Events of Force Majeure shall include:

8.2.1 Storm, typhoon, lightning, flood, earthquake, tsunami, fire, solar flares, cyclones, volcanic eruptions, landslides or other natural disasters, acts of God, explosions radioactive contamination or ionizing radiation;

8.2.2 War, rebellion, insurrection, riot, naval or other blockade, embargo, acts of terrorism, sabotage, civil unrest, epidemics, quarantine, plague and other events, which are entirely beyond the control of either or both Parties;

8.2.3 Any action or combination of actions or the failure to act by any government agency or instrumentality, including expropriation, reacquisition, confiscation, nationalization or other means of compulsory acquisition, import restrictions, closure of harbors, docks or canals or other assistance to shipping or navigation by competent government agency; the unusual delay in the grant of any approval, consent, authorization, permit or other legal requirement without fault on the part of SELLER;

8.2.4 Labor disturbance, collective action by workers including but not limited to strikes, sit-down strike, employees' unfair labor practice, or lock-outs;

8.2.5 Appropriate actions taken in response to an order, warning or advice from the System Operator or a government agency/instrumentality;

8.2.8 The inability of the distribution system of the relevant Distribution Utility to deliver power from the SELLER to the BUYER; and

8.2.9 When changes in applicable laws prevent the SELLER from selling power to the BUYER, and/or prevent the BUYER from buying power from the SELLER.

8.3 Insolvency or business losses of a Party shall not be considered as an Event of Force Majeure.

8.4 Effect of Force Majeure. Force Majeure shall excuse a Party from its obligations under this RSC for the duration of the Force Majeure; provided that any actual consumption of electricity supplied shall be billed as provided for in this RSC.

ARTICLE 9

TERMINATION

9.1 Termination by Default or Breach. Unless otherwise provided herein, either Party shall have the right to terminate this RSC by reason of the default or breach by the other Party of any of its obligations under this RSC, provided that written notice of termination shall be sent by the non-defaulting Party within thirty (30) calendar days prior to the intended date of termination and during said period the defaulting Party fails to remedy the default or breach to the reasonable satisfaction of the non-defaulting Party.

9.1.1 SELLER Events of Default. The following shall constitute an Event of Default that shall entitle the BUYER to terminate this RSC:

- a. appointment of the SELLER's assets, stocks, and property to another person;
- b. declaration of the SELLER for bankruptcy, insolvency, and other events similar in nature; and
- c. breach and non-compliance with any of the obligations under this RSC.

9.1.2 BUYER Events of Default. The following shall constitute an Event of Default that shall entitle the SELLER to terminate this RSC:

- a. appointment of the BUYER's assets, stocks, and property to another person;
- b. declaration of the BUYER for bankruptcy, insolvency, and other events similar in nature; and
- c. breach and non-compliance with any of the obligations under this RSC.
- d. When a third party takes over the ownership of the BUYER and SELLER does not accept such takeover.

9.3 The Parties hereby agree that the termination or expiration of this RSC shall not abrogate, impair, release or extinguish any debt, obligation or liability of either Party incurred or arising prior to the date of termination or expiration of the RSC.

9.4 During events of SELLER default, the SELLER shall ensure continuous supply of power to the BUYER until its transfer to a new Retail Supplier or to a SOLR.

9.4 Termination By Mutual Agreement. This RSC may be terminated at any time upon the mutual written agreement of the Parties.

ARTICLE 10
PROCEDURES FOR SETTLEMENT OF DISPUTES

(This Article shall be consistent with the Retail Supplier's Complaint Handling Procedure)

ARTICLE 11
ATTORNEY'S FEES AND LITIGATION EXPENSES

In the event of arbitration or litigation as provided herein, an amount of ten percent (10%) of the value of the award by the arbitrator or court shall be paid by the losing Party to the prevailing Party to cover attorney's fees and other expenses of litigation but in no case shall such amount be less than Fifty Thousand Pesos (PHP50,000.00).

ARTICLE 12
GENERAL PROVISIONS

12.1 Warranties. Each Party warrants to the other that:

12.1.1 Status. It is a corporation duly organized, validly existing and in good standing under the laws of Republic of the Philippines.

12.1.2 Authorization. This RSC constitutes the Party's valid and legally binding obligation, enforceable in accordance with its terms. It has full power and authority to enter into this RSC and to perform the transactions contemplated hereby and has taken all necessary action to duly and validly authorize the execution, delivery and performance of the RSC and the transactions contemplated hereby. By the Start Date, it has taken all action in respect of any authorizations or consent from the applicable governmental authority or agency as may be required for the execution and implementation by a Party of this RSC.

12.1.3 Non-Contravention. None of the execution and delivery by a Party of this RSC, the consummation of the transactions described herein, nor the compliance by it with the terms and provisions hereof results in or will result in, constitutes or will constitute (i) any violation or default, or be in conflict with or result in a violation or breach of (x) its constitutive documents, (y) any judgment, order or decree of any court or arbitrator to which a Party is a party or is subject, (z) any agreement or contract of a Party, or (ii) a violation of any statute, law, regulation or order, or an

event which results in the creation of any lien, charge or encumbrance upon any asset of a Party.

12.1.4 SELLER further warrants that it has an existing RES License from the ERC, as well all other permits and licenses necessary for its Plant to lawfully operate, prior to the Start Date. The SELLER shall remain bound by the terms of this RSC, notwithstanding its inability or failure to maintain the necessary RES License or other required permit/s.

12.2 **Assignability.** This RSC shall be binding between the Parties, their successors-in- a, interest and assigns. Except as to its known Affiliates, a Party may not assign this RSC or its rights and obligations therein to a third party without the other Party's written consent.

12.3 **Assignment to an Affiliate RES.** In the event that the SELLER is unable to secure a RES License before applicable laws require the BUYER to secure its power supply from a RES, the SELLER shall assign this RSC to the SELLER's Affiliate RES under the same terms and conditions, provided that notwithstanding the assignment to an Affiliate RES for the purpose of complying with applicable laws, the Affiliate RES shall likewise comply with and be fully bound by all terms and conditions of this RSC as if it were an original signatory hereof.

12.4 **Separability.** Should any provision of this RSC be declared null, void or unenforceable by any competent government agency or court, this shall not affect the other provisions of this RSC which are capable of severance and which will continue unaffected. The Parties agree that any provision declared null, void or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intention of the Parties.

12.5 **Waivers.** Neither Party shall be deemed to waive any right under this RSC unless such waiver is done in writing and signed by a duly authorized officer of the Party executing such waiver. No omission or delay in the exercise of a remedy or power shall be deemed as an assent or acquiescence.

12.6 **Amendments.** This RSC may be amended or modified only with a written agreement between the Parties.

12.7 **Reportorial Requirement.** For monitoring and regulatory purposes, the Parties shall, to the extent required by applicable law or regulation, disclose market information and load profiles to the DOE and ERC to ensure transparency and facilitate access to market information.

12.8 Confidentiality. The Parties shall keep under strict confidence all information communicated to a Party (the "Disclosing Party") as "Confidential Information" or which by its nature should be considered as confidential information. The Party receiving the Confidential Information (the "Receiving Party") shall ensure that no Confidential Information is disclosed to third parties and shall employ its utmost effort and diligence to prevent unauthorized disclosure of such Confidential Information.

12.8.1 Confidential Information includes but is not limited to information related to the operations, business, investments, technology, trade practices, products and product information, business methods, marketing, sales, technical and financial information, plans, projections and calculations, documents and contracts, including legal affairs of a Party and its Affiliates.

12.8.2 The Receiving Party's breach of confidentiality shall entitle the Disclosing Party to a) terminate this RSC, b) file civil action against the Receiving Party for damages and c) file criminal action against persons responsible for said breach.

12.9 Governing Law. This RSC and the rights and obligations of the Parties herein shall be governed by the laws of the Republic of the Philippines.

ARTICLE 13

NOTICES

13.1 Any notice, demand or request by the Parties to this RSC shall be deemed properly served if transmitted by registered mail with return card, postage prepaid, or delivered personally to the signatories or their duly authorized representatives at their indicated addresses, as follows:

If to **SELLER:**

(SELLER)

(Seller's Registered Address)

Attention: The General Manager

If to **BUYER:**

(BUYER)

(Buyer's Registered Address)

Attention: The Energy Manager

ARTICLE 14
ENTIRE AGREEMENT

- 14.1 This RSC, the Annexes and other attachments constitute the entire agreement between the Parties and supersede any previous agreements, understanding and practices between the parties relating to the subject matter hereof. This RSC may be amended, modified, or superseded only in writing and signed by both Parties.
- 14.2 This RSC may be entered into in counterparts and by the Parties in separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, and taken together, they shall constitute one and the same instrument, provided that this RSC shall be effective on the date of the signature of the last signing Party.

IN WITNESS OF THE FOREGOING, the Parties affix their signatures this 22nd day of April 2016 in Makati City.

(SELLER)

By:

(BUYER)

By:

Witnesses:

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, this _____
day of _____, personally appeared:

Name	Personal Identification	Date/Place Issued

all known to me and to me known to be the same persons who executed the foregoing instrument for and in behalf of their respective corporations, and they acknowledged before me that the same is their free and voluntary act and deed, as well as that of their respective corporations, and that they are duly authorized to sign, execute and deliver the same.

This instrument consists of *(number of pages)* pages, including this page on which this Acknowledgment is written *(and Annexes if applicable)*, which are attached to this Retail Supply Contract, and all pages have been signed by the Parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and the place first above-written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

**DISTRIBUTION WHEELING SERVICE AGREEMENT
(For Retail Customers)**

This **AGREEMENT** is entered into this _____ day of _____ at _____, Philippines, by and between:

_____, a company duly organized and existing under the laws of the Republic of the Philippines, with principal office address at _____, duly represented by Mr./Ms. _____ (designation) hereinafter referred to as “**RETAIL SUPPLIER**”;

-and –

_____, duly organized and existing under the laws of the Republic of the Philippines, with principal offices at _____ duly represented by Mr./Ms. _____ (designation), and hereinafter referred to as “Distribution Utility or **DU**”;

“**Retail Supplier**” and “**DU**” hereinafter shall collectively be referred to as “**PARTIES**”.

WITNESSETH THAT:

WHEREAS, the **RETAIL CUSTOMER** is an end-user certified by the Energy Regulatory Commission (ERC) as such under Certificate Number _____ dated _____;

WHEREAS, the **DU**, is an entity with a legislative franchise to operate and maintain an electric distribution system in the Cities/Municipalities of _____;

WHEREAS, the **RETAIL CUSTOMER** is desirous of procuring directly from the WESM or from the **RETAIL SUPPLIER** and simultaneously, of availing of the Distribution Wheeling Service (DWS) offered by the **DU**;

WHEREAS, the **PARTIES** agree to permit the wheeling transaction to take place based on the terms and conditions as set out in this Agreement; subject to rules and regulations of the ERC and any other applicable laws;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the **PARTIES** hereto agree as follows:

Section 1. Scope. This Agreement is for the provision of DWS for a **RETAIL CUSTOMER**, which pertains to those services performed for the conveyance of

electricity to the **RETAIL CUSTOMER** through the distribution system, in order to meet the demand of such customer. This Agreement does not constitute an Agreement to supply electricity.

Section 2. Provisions of DWS. Subject to the terms and conditions of this Agreement, and applicable rules and regulations, the DU shall provide DWS to the **RETAIL CUSTOMER**, through the **RETAIL SUPPLIER**, under the technical specifications specified in the attached with the concerned customer.

The **RETAIL CUSTOMER** shall not modify or allow the modification of the technical specifications without the written consent of the **DU**. Should the **RETAIL CUSTOMER** intend to modify said specifications, the **RETAIL CUSTOMER** shall notify its **RETAIL SUPPLIER**, which shall then inform the DU no less than thirty (30) business days in advance. Any incremental cost attributed to any modification in the specifications of the **RETAIL CUSTOMER** shall be made at the sole expense of the latter.

Section 3. Charges. The **RETAIL CUSTOMER** shall pay DWS charges through its **RETAIL SUPPLIER**, including all applicable taxes, based on the applicable rate schedule approved by the ERC for the provision of DWS, which include, among others, the: (i) Distribution Charge; (ii); (iii) Supply Charge; (iv) Metering Charge; (v) System Loss Charge; (vi) Transmission Charge; (vii) Local Franchise Tax; (viii) Senior Citizen Subsidy, if applicable; (ix) Lifeline Rate Subsidy; (x) Universal Charge; and (xi) Other Charges and Adjustments which shall include, but not limited to, over/under-recoveries and other distribution pass-through charges approved by the ERC to be billed by the **DU**. Said charges shall be payable in accordance with Section 9 (Billing & Payment) hereof, commencing on the first billing month from the effectivity of this Agreement.

Should the **RETAIL CUSTOMER** fail to pay its **RETAIL SUPPLIER** of the DWS charges within the timeframe specified in Section 9 hereof, the **RETAIL CUSTOMER** shall pay interest on the unpaid amount through its **RETAIL SUPPLIER**. The **DU** shall calculate the late payment charges based on Section 4.8.3, Article IV of the DSOAR or the surcharge approved by the ERC, whichever is applicable, from the date the payment was due to be received by the **DU**.

Section 4. Eligibility for DWS. A **RETAIL CUSTOMER** shall be eligible for DWS if it: (i) continues to possess all the eligibility requirements under the rules and regulations governing the Retail Market; and (ii) has no undisputed outstanding debts with the **DU**, the transmission service provider, or the WESM.

Section 5. Duties and Responsibilities of the Retail Customer. The **RETAIL CUSTOMER** shall:

- a. Secure any required approvals from the ERC and/or other governmental agencies for its authority as **RETAIL CUSTOMER**;

- b. Comply with the technical specifications and requirements, and technical infrastructure/equipment standards prescribed by the DU, as embodied in the Connection Agreement (CA) executed by the **RETAIL CUSTOMER**, including applicable provisions of the Philippine Distribution Code (PDC), rules and regulations of the ERC and any other applicable law or guidelines;
- c. Be solely responsible for complying with any applicable WESM requirement;
- d. Be solely responsible for its contractual obligations with the **DU** and other entities regarding supply of electricity and billing matters, including disputes; and
- e. Not engaged in pilferage of electricity.

Section 6. Duties and Responsibilities of the DU. The **DU** shall:

- a. Subject to system constraints and performance standards approved by the ERC, make reasonable provisions to provide steady and continuous DWS to the Retail Customer.
- b. Comply with applicable laws, and pertinent government rules and regulations, as well as good utility practice; and
- c. Use as reference the registrations of the metering facilities which are capable of measuring energy use and demand, unless an estimated meter reading is necessary, in accordance with applicable rules and regulations.
- d. Protect the interests of the Aggregated Group/s in good standing based on the records of the DU, to the extent consistent with this Agreement, and applicable laws, rules, and regulations.

Section 7. Additional Terms and Conditions. Any terms and conditions specifically applicable to the **PARTIES** shall be specified in the applicable Schedule, which shall be considered an integral part hereof.

Section 8. Switching of Retail Customer. Switching of the Retail Customer shall follow the procedure laid down in the applicable rules and regulations.

- a. The switching of the **RETAIL CUSTOMER** shall not be allowed in the absence of the required switch approval from the Central Registration Body (CRB); and
- b. The DU shall have the right to fully rely on the Switch Approval sent to it by the CRB and shall not be responsible for verifying the validity of such approval. In all cases, the **RETAIL CUSTOMER** through its **RETAIL SUPPLIER** shall hold the DU free from any liability arising therefrom.

Section 9. Billing and Payment. The **RETAIL SUPPLIER** shall be billed by the **DU** for all the charges incurred in wheeling electricity to its **RETAIL CUSTOMER** as stipulated under this Agreement and the applicable Schedule, if any, including any billing adjustment, differential bills and such other charges as may be approved by the ERC. Said bill shall become due and demandable not later than nine (9) calendar days from the receipt of said bill by the **RETAIL CUSTOMER**

from its **RETAIL SUPPLIER**. Any amount unpaid shall be charged with interest at the rate previously approved by the ERC or late payment charges provided under Section 4.8.3, Module IV of the DSOAR, whichever is applicable, from the date the bill was due to be paid.

The **RETAIL CUSTOMER** through its **RETAIL SUPPLIER** may dispute any bills in writing within thirty (30) calendar days from receipt of the bill. Notwithstanding the foregoing, the **RETAIL CUSTOMER**, through its **RETAIL SUPPLIER** shall continue to pay the disputed bills without deductions or any offset and shall not be an excuse or ground for the **RETAIL CUSTOMER** to delay payment of succeeding bills or to unilaterally deduct any amount therefrom. The **DU** shall endeavor to resolve any disputed bills within thirty (30) calendar days from receipt of the written complaint.

Section 10. Security Deposit. Prior to the commencement of the services to the **RETAIL CUSTOMER**, a bill deposit to secure payment of any outstanding regular bills shall be paid by the **RETAIL CUSTOMER** to the **DU**, equivalent to the one (1) month estimated billing for all DWS Charges under Section 3 (Charges) hereof, based on the **RETAIL CUSTOMER's** average billing in the immediately preceding twelve (12) months or in case of a newly connected customer, based on projected demand and/or energy of such customer.

The **DU** may likewise apply such security deposit to any outstanding bill, billing adjustment or differential billing upon termination of the contract.

Said deposit shall be adjusted: (i) annually, to reflect the average billing of the **RETAIL CUSTOMER** during a one (1) year period; or (ii) to replace any deposit previously applied to any outstanding bill, billing adjustment or differential billing. Any excess or deficiency in the amount of security deposit, after said adjustment, shall be correspondingly refunded through credit to bill to, or collected from the **RETAIL CUSTOMER** by the **DU** through its **RETAIL SUPPLIER**.

A **RETAIL CUSTOMER** that has paid its electric bills on or before its due date for three (3) consecutive years may, however, demand the full refund of the deposit prior to the termination of its service. The provisions of the DSOAR shall apply.

Section 11. Disconnection of Service of the Retail Customer. Subject to 24-hour prior notice to the **RETAIL SUPPLIER** by the **DU**, the services of the **RETAIL CUSTOMER** shall be disconnected under any of the following circumstances:

- a. Failure to pay the DWS charges, or any adjusted or differential bills or such other charges stipulated in this Agreement, on the due date, in part or in whole;
- b. Termination of the Retail Supply Contract between the **RETAIL CUSTOMER** and **RETAIL SUPPLIER**;

- c. Violation of R.A. 7832, otherwise known as "Anti-electricity and Electric Transmission Lines/Materials Pilferage Act of 1994", and of any of the terms and conditions of this Agreement;
- d. Violation of any terms and conditions of this Agreement by the **RETAIL CUSTOMER** and/or **RETAIL SUPPLIER**;
- e. Non-compliance with any of the provisions of the applicable laws, including any amendments thereon;
- f. Violation of any of the terms and conditions of this Agreement by the Retail Customer; and
- g. Other circumstances allowed by law or government rules and regulations.

The **DU's** exercise of its rights under this Section shall not entitle the **RETAIL CUSTOMER** to renege on its obligation to pay the DWS charges, disconnection fees or other billings rendered under this Agreement.

Nothing in this agreement shall prevent the **DU** from temporarily discontinuing the provision of DWS whenever it finds it necessary to execute any routine maintenance, repairs or modifications on its distribution system or in the event of an emergency or to correct unsafe operating conditions in the distribution or connection facilities; *Provided* however, that except in cases of force majeure, forced outage/interruption, event of emergency or the need to correct unsafe operating conditions, the **DU** shall give advance notice to the **RETAIL SUPPLIER** a reasonable time of said temporary discontinuance of DWS, in a manner allowed by the applicable rules and regulations.

In case the DWS is temporarily discontinued under this Section, the **DU** shall likewise effect the reconnection of the **RETAIL CUSTOMER's** service, when the **DU's** routine maintenance, repairs or modification to the facilities and nearby facilities have been completed or when the emergency has ceased or the unsafe operating conditions in the distribution or connection facilities have been corrected.

Section 12. Reconnection of Service of the Retail Customer. The services of the **RETAIL CUSTOMER** shall be reconnected after the latter has settled its obligation with the **DU**.

Reconnection of the **RETAIL CUSTOMER** shall be subject to payment of appropriate reconnection fees as approved by the ERC. If the emergency or unsafe operating condition, which brought about the suspension of the DWS is due to the fault of the **RETAIL CUSTOMER**, the same shall likewise be subject to payment of appropriate reconnection fees.

The procedures for disconnection, deferment of disconnection and reconnection of **RETAIL CUSTOMER** shall likewise be governed by the **DU's** existing rules and ERC relevant issuances.

Section 13. Cessation of Direct WESM Membership of Retail Customer. Prior to cessation of Direct membership of the **RETAIL CUSTOMER** in the WESM, the PEMC or Independent Electricity Market Operator of the

Philippines (IEMOP) shall, within twenty-four (24) hours, notify the **DU** of such fact. Thereafter, the **DU** shall send a final billing to the **RETAIL CUSTOMER**, through its **RETAIL SUPPLIER**, covering its DWS, including any adjusted or differential bill/s and other applicable charges approved by the ERC, if the service is terminated before the next scheduled reading.

In case the cessation of the Direct WESM membership of the **RETAIL CUSTOMER** was due to the reversion of the latter to the captive market, the discontinuance of DWS to such **RETAIL CUSTOMER** shall become effective only at the end of the meter reading date of said customer; *Provided*, that such reversion of the customer to the captive market has been approved by the ERC, with notice to the **DU**. For the avoidance of doubt, prior to the effectivity of the discontinuance of the DWS to such **RETAIL CUSTOMER**, the **RETAIL CUSTOMER** shall continue to be liable for the payment of charges as stipulated under Sections 3 (Charges) and 9 (Billing & Payments) hereof and the observance of the terms and conditions provided in this Agreement.

Section 14. Undelivered Energy, Damages and Other Losses. The **RETAIL CUSTOMER**, through its **RETAIL SUPPLIER**, understands that the **DU** undertakes scheduled and/or unscheduled maintenance, repairs and replacement of its facilities to improve service. In such cases, and in other cases of outages due to events stated in Section 17 (Force Majeure/Fortuitous Event/Other Event) or for reasons not attributable to the fault of the **DU**, the **RETAIL CUSTOMER**, through its **RETAIL SUPPLIER**, agrees that the **DU** shall not be liable for any undelivered energy, or for damages, whether direct or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity, as a result of interruption or disconnection of its service.

Section 15. Liability for Non-technical System Losses and Damages as a result of Pilferage. The **RETAIL CUSTOMER** shall be liable for non-technical system losses if it engages in the pilferage of electricity or tampering of meters or facilities of the **DU**. The **RETAIL CUSTOMER** shall likewise be liable for any damages caused to the **DU** or third persons arising, or resulting, from such pilferage.

The **RETAIL SUPPLIER** shall ensure that its **RETAIL CUSTOMER** adheres with the policies of the **DU** with regard to pilferage of electricity or tampering of meter or facilities of the **DU**.

Section 16. Force Majeure/Fortuitous Event/Other Event. The **DU** shall not be liable to the **RETAIL CUSTOMER** with respect to the non-performance of any of its obligations under this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly caused by force majeure and fortuitous event including other event that are beyond the control of the **DU**. Force majeure and fortuitous event including other event shall mean such event: (i) that is not within the reasonable control, directly and indirectly, of the **DU**; and (ii) which, despite the exercise of reasonable diligence, cannot be

prevented, avoided or removed by the **DU**; *Provided*, that the **DU** has taken all reasonable precautions, and due care in order to avoid or mitigate the effect of such event on the **DU's** ability to perform its obligations under this Agreement. These events shall include, but may not be limited to the following:

- a. A typhoon, storm, tropical depression, flood, drought, volcanic eruption, earthquake, tidal wave or landslide;
- b. An act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or any violent or threatening actions;
- c. Non system-wide and system-wide Transmission constraints and/or outages in the Transmission and Distribution System; and
- d. Any lawful orders rendered by competent authority, including any advice or warnings of government authorities for safety reasons.

Section 17. Amendment/Modification of Agreement. This Agreement, including the applicable Schedule with the **RETAIL CUSTOMER** and the **RETAIL SUPPLIER**, constitutes the sole and entire agreement between the **PARTIES** and supersedes all previous arrangements or agreements in respect of the subject-matter of this Agreement. No amendments of this Agreement or the applicable Schedule with the **RETAIL CUSTOMER** and the **RETAIL SUPPLIER**, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the **PARTIES**. If necessary, such amendment or departure shall be effective only upon approval by the ERC. The failure of any Party, at any time, to require performance of any provision hereof shall in no manner affect the right to enforce the same at a later time. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of such breach or waiver of the breach of any other term or covenant, unless such waiver is in writing.

Section 18. Effectivity and Termination of Agreement. This Agreement shall be valid and binding to the **PARTIES** upon execution hereof unless terminated by either party by serving written notice to the other at least thirty (30) calendar days before the effective date of termination. It shall take effect on the earliest next regular meter reading date of the **RETAIL CUSTOMER**, as contained in the attached Schedule, after the execution date hereof.

Upon termination or expiration of this Agreement, all rights and obligations of the **PARTIES** hereunder shall cease, except (a) such rights and obligations as may have accrued as of the date of termination or expiration, such as but not limited to payment of any outstanding bills; and (b) any right or obligation which survives the termination of this Agreement.

Section 19. Warranties. The **PARTIES** represent and warrant to each other that: (i) the signatories to this Agreement are duly authorized to sign this Agreement; and (ii) all requisite authorizations, approvals, permits or consent to

make this Agreement or any amendment or supplement thereto valid and enforceable have been obtained.

Section 20. Invalidity of Provisions. If any provision of this Agreement is declared by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

Section 21. Assignment of Rights. The **RETAIL SUPPLIER** shall not assign its rights under this Agreement. In case of any change in its corporate name, or status brought about by merger, consolidation, amendment of Articles of Incorporation, sale of business or transfer of ownership, the **RETAIL SUPPLIER** shall advise the **DU** of such fact in writing, within thirty (30) calendar days from the effective date thereof. Violation of this provision shall give the **DU** the right to terminate this Agreement, without prejudice to any action that the **DU** may bring for the collection of any outstanding obligation of the **RETAIL CUSTOMER** to the **DU**.

Section 22. Disputes. If any dispute arise between the **PARTIES** in connection with or arising out of this Agreement, either party may request in writing to meet within five (5) days from occurrence thereof and attempt to resolve the dispute. In the event that such dispute remains unresolved within ten (10) days after such request, the aggrieved party may bring the dispute for resolution by the ERC if said dispute is within the exclusive jurisdiction of the ERC. Otherwise, the aggrieved party may seek redress from the regular courts. In case of the latter, the **PARTIES** hereby agree that the venue for any court action shall be the regular courts of the principal place of business or principal office where the **DU** is located.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused the foregoing instrument to be executed by their respective officers and/or their representatives, thereunto duly authorized at the place and on the date first above written.

Signature Over Printed Name
(Designation)
(Distribution Utility)
(Date Signed)

Signature Over Printed Name
(Designation)
(Retail Customer)
(Date Signed)

SIGNED IN THE PRESENCE OF:

(Witness Name, Signature Over
Printed Name)

(Witness Name, Signature Over
Printed Name)

ACKNOWLEDGMENT

Republic of the Philippines}
_____} S.S.

Before me, a Notary Public, for and in the City of _____ personally appeared the following affiants with their respective competent proof of identities:

DU
RETAIL CUSTOMER

Valid government issued ID
Valid government issued ID

known to me and to me known to be the same persons who executed the foregoing instrument, consisting of _____ pages, including the page whereon this Acknowledgment is written, with all pages signed by both PARTIES and their instrumental witnesses, and they acknowledged to me that the same is their free and voluntary act and deed and that of the Corporation/ Company they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, at _____ Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

CONNECTION AGREEMENT

This **AGREEMENT** is made and entered into in [PLACE OF EXECUTION], Philippines, this day of by and between:

[NAME OF DISTRIBUTION UTILITY], a corporation duly organized and existing Philippines, with principal office at **[ADDRESS OF DISTRIBUTION UTILITY]**, duly represented by **[REPRESENTATIVE/S OF DISTRIBUTION, DESIGNATION]** hereinafter referred to as "**COMPANY**";

-and-

[NAME OF CUSTOMER], duly organized and existing under the laws of the Republic of the Philippines, with principal office at **[ADDRESS OF CUSTOMER]**, duly represented by **[REPRESENTATIVE/S OF CUSTOMER, DESIGNATION]** hereinafter referred to as "**RETAIL CUSTOMER**";

"**COMPANY**" and "**RETAIL CUSTOMER**" hereinafter shall collectively be referred to as "**PARTIES**".

WITNESSETH THAT:

WHEREAS, the **COMPANY** is a Distribution Utility (DU) with a legislative franchise to operate and maintain an electric distribution system in the Cities/Municipalities of **[FRANCHISE CITIES AND/OR MUNICIPALITIES OF DISTRIBUTION UTILITY]**;

WHEREAS, the **RETAIL CUSTOMER** has applied with the DU for distribution connection service at **[ADDRESS OF CUSTOMER]** and has complied with the DU's applicable pre-connection requirements;

WHEREAS, the **AGGREGATED MEMBER** is part of an Aggregated Group whose demand has been consolidated by a Retail Aggregator duly licensed by the Energy Regulatory Commission (ERC), pursuant to ERC Resolution No. 4, Series of 2022, entitled "A Resolution Adopting the Rules for the Electric Retail Aggregation Program" (the "Retail Aggregation Rules"); *(include if under Retail Aggregation Program, otherwise delete)*

WHEREAS, Article XI of the Retail Aggregation Rules provides that all other rules and regulations governing the implementation of Retail Competition and Open Access insofar as they are not inconsistent with the Retail Aggregation Rules shall apply to the Retail Aggregation scheme; *(include if under Retail Aggregation Program, otherwise delete)*

WHEREAS, the **RETAIL CUSTOMER** has applied with the **COMPANY** for distribution connection service and has complied with the **COMPANY's** applicable pre-connection requirements;

WHEREAS, Section 4.4 of the Distribution Services and Open Access Rules (DSOAR), as amended, provides that end-users may contract directly with the **COMPANY** for Connection Assets and Services;

WHEREAS, Section 4 (c), Module 1, of the Rules on **RETAIL CUSTOMER** Switching provides that the "**Connection Agreement shall be entered into by a RETAIL CUSTOMER and the COMPANY**";

WHEREAS, the **PARTIES** are willing to enter into a Connection Agreement for the **COMPANY** to provide distribution connection services to the **RETAIL CUSTOMER**;

NOW, THEREFORE, the foregoing premises considered, the **PARTIES** hereby mutually agree as follows:

I. GENERAL TERMS AND CONDITIONS GOVERNING CONNECTION

Section 1.1. Scope. This Agreement is solely for the provision of distribution connection service to the **RETAIL CUSTOMER**. Energy supply, wheeling, and other services that the **RETAIL CUSTOMER** may need shall be covered by separate agreements in accordance with the existing rules and regulations of the Energy Regulatory Commission (ERC). Other terms and conditions specifically applicable only to the **RETAIL CUSTOMER**, if any, are contained in the attached **Annex "A"**, which shall be deemed an integral part hereof.

Section 1.2. Connection Point. The **RETAIL CUSTOMER** and the **COMPANY** agree that the Connection Point is as described in **Annex "A"** hereof. In case of a non-residential customer, and, if necessary, upon the determination of the **COMPANY**, the demarcation between the properties and/or equipment of the **PARTIES**, and the operational responsibilities of each, are contained in the attached **Annex "B"** of this Agreement.

Section 1.3. Connection Specifications. The connection will be made at the standard nominal voltage of _____ volts, _____ wire, _____ phase, and 60 hertz. The capacity of the **COMPANY**'s facility reserved for the **RETAIL CUSTOMER** is hereby fixed at _____ kW.

Section 1.4. Standard Connection Facilities (SCF). The **RETAIL CUSTOMER** understands that the facilities covered by this Agreement are limited to the SCF as particularly described in **Annex "A,"** which shall be subject to the payment of appropriate ERC-approved Guaranteed Minimum Billing Demand (GMBD). Such GMBD shall be replaced by the Standard Connection Charges (SCC) as soon as the same has been approved by the ERC. The SCC is currently part of the DWS charges until such time the ERC comes up with a separate SCC.

Unless otherwise amended by a subsequent written Agreement between the **RETAIL CUSTOMER** and the **COMPANY**, or otherwise directed by a lawful authority, or a subsequent law, rule or regulation, the SCC will be paid by the **RETAIL CUSTOMER** to the **COMPANY** or, in case of a **RETAIL CUSTOMER**, through the latter's Retail Supplier or Local Retail Electricity Supplier (Local RES) or Supplier of Last Resort (SOLR), as part of the **COMPANY**'s bill to such Retail Supplier/Local RES or SOLR in accordance with the billing policy under the Omnibus Rules. Notwithstanding Article IV hereof, the GMBD or SCC shall continue to run, and be paid by the **RETAIL CUSTOMER** in the manner prescribed herein, until all the facilities of the **COMPANY** are removed from the premises of the **RETAIL CUSTOMER**.

Section 1.5. Modification and/or Extension of Lines and/or Facilities. Any modification and/or extension of lines and/or facilities beyond the SCF shall be made in accordance with the DSOAR, as amended, or any other rule or regulation of the ERC.

II. DUTIES AND RESPONSIBILITIES OF THE COMPANY

The following are the rights, duties and responsibilities of the **COMPANY**, in addition to those already existing under applicable laws, rules and regulations:

Section 2.1. Connection Service. The **COMPANY** shall provide connection service to its distribution system that is nondiscriminatory as envisioned in Section 2.5.3 of the DSOAR. However, this does not constitute a guarantee for the provision of uninterrupted connection service to the **RETAIL CUSTOMER** as provided for under this Agreement. The **COMPANY** should adhere to the performance standards set by the ERC.

Section 2.2. SCF, Line Extensions and Other Associated Equipment. The **COMPANY** shall install, maintain and operate, in proper operative condition, including easement costs, the SCF, line extensions and other associated equipment and devices (transformers, meters and other apparatus), which may be required for the provision of distribution connection service to the **RETAIL CUSTOMER**. All such equipment shall remain to be the property of the **COMPANY**.

Section 2.3. Location and Maintenance of Company's Equipment inside the Retail Customer's Premises. The **COMPANY** shall install its distribution line facilities, poles, wires, transformers and other equipment on the property of the **RETAIL CUSTOMER** or within the buildings of the **RETAIL CUSTOMER**, if necessary, at a point or points convenient, visible and readily accessible for inspection and maintenance. For these purposes, the **RETAIL CUSTOMER** shall grant the right to the use of suitable space for the installation of the necessary equipment and facilities at no cost to the **COMPANY**. Maintenance

of these poles, lines, transformers, and other equipment shall be performed by the **COMPANY**.

Section 2.4. Data Requirements and Contingency/Emergency Procedures. The **COMPANY** shall comply with all of the provisions covering data requirements and contingency/emergency condition procedures established in the DSOAR, as amended, Philippine Distribution Code (PDC), the attached **Annexes "A" and "B"**, if applicable, and other applicable government rules and regulations.

III. DUTIES AND RESPONSIBILITIES OF THE RETAIL CUSTOMER

The following are the duties and responsibilities of the **RETAIL CUSTOMER**, in addition to those already existing under applicable laws, rules and regulations:

Section 3.1. Retail Customer Equipment. The **RETAIL CUSTOMER** shall install only such motors or other apparatus that are suitable or acceptable for operation with the character of service supplied by the **COMPANY** and which will not be detrimental to the same, and the electric power must not be used in such manner as to cause voltage fluctuations or disturbances in the **COMPANY**'s distribution system. The **RETAIL CUSTOMER** shall ensure that its equipment can operate reliably and safely within the limits specified in Article 3.2 of the Philippine Distribution Code (PDC) during normal conditions and can withstand such limits specified in the said Article.

Section 3.1.1. All apparatus used by the **RETAIL CUSTOMER** shall be such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors, which are frequently started, or motors arranged by automatic control, will be of a type that will give maximum starting torque with minimum current flow, and equipped with controlling devices, approved by the **COMPANY**. The **COMPANY** shall have the sole discretion as to the suitability or acceptability of the apparatus or appliances to be connected to its lines and also as to whether the operation of such apparatus or appliances will be detrimental to its general service.

Section 3.1.2. The **RETAIL CUSTOMER** shall notify the **COMPANY**, and its Retail Supplier, in writing, of any increase in its connected load, equipment or capacity beyond the capacity of the **COMPANY**'s facility as indicated in Section 1.3 hereof. No additions to the equipment or load connected to the **COMPANY**'s facility shall be allowed, except by written consent of the **COMPANY**. Any damage or injury to person or property resulting from accident or otherwise, due to a violation of this clause shall be the sole responsibility of the **RETAIL CUSTOMER**. Subject to a 48-hour prior written notice to the **RETAIL CUSTOMER**, any violation of this clause shall be a ground for the termination of this Agreement.

Section 3.2. Warranty. The **RETAIL CUSTOMER** warrants that any and all **RETAIL CUSTOMER** equipment connected to or to be connected to the **COMPANY's** distribution system meet the requirements and standards set under applicable laws, rules and regulations to avoid or minimize any possible damage to the **COMPANY's** distribution system. Any breach of this warranty, whether intentional or unintentional, particularly those which result in emergencies or unsafe operating conditions, gives the **COMPANY** the right to disconnect the services of the **RETAIL CUSTOMER**. Reconnection under this provision will only be made upon the **COMPANY's** determination that the breach has been remedied and upon the payment of a Reconnection Fee to the **COMPANY**, as approved by the ERC.

Section 3.3. Entry and Access. By virtue of this Agreement, the **RETAIL CUSTOMER** hereby gives the **COMPANY**, its authorized employees and/or representatives express permission to enter its premises without being liable for trespass to dwelling for the purpose of operating, maintaining, inspecting, installing, reading, testing, replacing, or otherwise disposing its facilities and/or equipment thereat, and/or removing the same upon termination of the Agreement or for any cause provided under existing law or ERC rules and regulations. Should the **COMPANY** be unable to carry out the foregoing actions by reason of the **RETAIL CUSTOMER's** failure or refusal to grant the **COMPANY** entry and access to its premises, and such inability by the **COMPANY** to perform such actions directly or indirectly results in injury or death or property damage to the **RETAIL CUSTOMER** or any third person, the **RETAIL CUSTOMER** shall be solely liable for any liability arising from, or in connection with, such incidents.

Section 3.4. Loss or Damage to Company Facilities. The **RETAIL CUSTOMER** shall be responsible for protecting the meters, wires, poles, cables, transformers and all other facilities and equipment of the **COMPANY** installed in **RETAIL CUSTOMER's** premises and if lost, destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear, force majeure, or fortuitous event the **RETAIL CUSTOMER** shall pay for the cost of such meters, wires, poles, cables, transformers, facilities and equipment and/or the cost of repairing or replacing the same.

Section 3.5. Tampering and Other Illegal Acts. The **RETAIL CUSTOMER** shall be liable for tampering, interfering with, or breaking seats of meters or other equipment of the **COMPANY** installed on the **RETAIL CUSTOMER's** premises pursuant to R.A. 7832, otherwise known as "Anti-Electricity and Electric Transmission Lines/Materials Pilferage Act of 1994", and its Implementing Rules and Regulations, as amended. The **RETAIL CUSTOMER** agrees that no one except authorized employees and/or representatives of the **COMPANY** showing proper identification card shall be allowed to make any internal or external adjustments on any meter or any other equipment owned by the **COMPANY**. A **RETAIL SUPPLIER** may be held liable for non-technical losses when found to condone, collude, conspire, or engage in the pilferage of electricity or tampering with any meters or **COMPANY** facilities.

Section 3.6. Reporting of Outages, Interruptions and Irregularities. The **RETAIL CUSTOMER** shall report all outages, interruptions, and irregularities to the **COMPANY** without delay.

Section 3.7 Data Requirements and Contingency/ Emergency Procedures. The **RETAIL CUSTOMER** shall comply with all of the provisions covering data requirements and contingency/emergency conditions procedures established in the DSOAR, as amended, PDC, the attached **Annexes "A" and "B"**, if applicable, and other applicable government rules and regulations.

Section 3.8. Requirements for New Connections. If the **RETAIL CUSTOMER** is a newly connected **RETAIL CUSTOMER**, it shall, prior to connection, submit its (i) Certificate of Final Electrical Inspection (CFEI); (ii) test results of its equipment (if available); and (iii) such other documentary requirements of the **COMPANY** to ensure that the facilities of the **RETAIL CUSTOMER** are ready for energization.

IV. DISCONNECTION AND INTERRUPTION OF SERVICE

The **COMPANY** shall disconnect the service of the **RETAIL CUSTOMER** under the following instances:

Section 4.1. Execution of Routine Maintenance and Similar Acts. The **COMPANY** may interrupt the service upon request from or reasonable notice to the **RETAIL CUSTOMER**, in order to execute any routine maintenance, repairs or modification to the **COMPANY's** or **RETAIL CUSTOMER's** facilities and for the purpose of ascertaining their integrity, completeness, accuracy, safety and reliability to remain connected to the distribution facilities and for any other legitimate purpose, the **COMPANY** may interrupt the service upon prior notice, two (2) days before the routine maintenance. In the same manner, the **RETAIL CUSTOMER** may request for service interruption on the same grounds with prior reasonable notice to the **COMPANY**.

A notice shall be provided by the **COMPANY** to the **RETAIL CUSTOMER** and Retail Aggregator if the interruptions or suspension of service will create a dangerous or life-threatening condition on the **RETAIL CUSTOMER's** premises. The **RETAIL CUSTOMER** shall also notify its Retail Aggregator and the **COMPANY** if a condition exists on the **RETAIL CUSTOMER's** premises such that a suspension or interruption of service will create a life-threatening or dangerous condition.

The **COMPANY** shall comply with all reporting requirements of the Distribution Code, and in addition to those requirements, shall either issue a written public notice published in a newspaper of general circulation in the **COMPANY's** service territory and file with ERC stating the precise reasons causing the curtailment or interruption within seven (7) days, or deliver a report through electronic media or any other means to all affected **RETAIL CUSTOMERs**, any respective Retail Supplier, and the ERC within seven (7) days. The public notice or report may cover

more than one curtailment or interruption if there were multiple occurrences prior to the seven-day deadline for the first occurrence. The provision of Section 1.85 of the DSOAR shall apply.

Section 4.2. Emergency Conditions and/or Unsafe Operating Conditions. The **COMPANY** may also interrupt the service at any time, without the need of a notice, in the event of an emergency or to correct unsafe operating conditions in the connection facilities, or, with due notice, when the **RETAIL CUSTOMER** is no longer compliant with the provisions of the DSOAR, as amended, PDC, other applicable laws, or this Agreement.

The DU may curtail or interrupt a Connection and/or DWS in the event of an emergency arising anywhere on the distribution system or the interconnected systems of which it is a part, which emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its judgment, such action may prevent or alleviate the emergency condition. The **COMPANY** may interrupt service when necessary, in **COMPANY's** prudent judgment, for inspection, test, repair, or changes in the DU's Distribution System, or when such interaction will lessen or remove possible danger to life or property, or will aid in the restoration of DWS.

When notice is required, it shall be made at least two (2) days prior to said curtailment, reduction, or interruption and may be made by electronic notice (such as facsimile, text messages, or e-mail) to all affected **RETAIL CUSTOMER** or through radio broadcast, television broadcast, or local newspaper with specific identification of location, time and expected duration of outage. Such information shall also be posted on the Customer Bulletin Board. The **COMPANY** shall submit a written report to the ERC within three (3) business days from the date of curtailment, reduction, or interruption, containing the reasons for the curtailment, reduction, or interruption and the actions taken by the **COMPANY** to resolve the issues. In instances where notification to the **RETAIL CUSTOMER** was not reasonably possible, an explanation why such advance notice was not delivered shall likewise be included in the written report to the ERC.

Section 4.3. Retail Customer with Retail Supplier/Local RES/Supplier of Last Resort (SOLR). If the **RETAIL CUSTOMER** has a contract with a Retail Supplier/Local RES/SOLR for the supply of electricity, the **COMPANY** shall have the right to discontinue service:

Section 4.3.1. Within twenty-four (24) hours from the **COMPANY's** receipt of the written request for disconnection from the Central Registration Board (CRB). The **COMPANY** is not required to verify the validity of the request and shall not be held liable to the **RETAIL CUSTOMER** should the latter protest the disconnection; and

Section 4.3.2. In all other cases not covered by Section 4.3.1 above, such as but not limited to non-payment of bills of the **RETAIL CUSTOMER's** Retail

Supplier/Local RES/SOLR to the **COMPANY**, in accordance with relevant rules and regulations.

Section 4.4. Failure to comply with the terms and conditions of this Agreement. The **COMPANY** shall have the right to discontinue service to the **RETAIL CUSTOMER** for any violation or breach of its obligation and duties under this Agreement or any applicable laws, rules and regulations.

In no case shall the **COMPANY's** exercise of its rights under this Article exempt the **RETAIL CUSTOMER** from its obligation of paying any of its outstanding obligations to the **COMPANY**.

V. RECONNECTION OF SERVICE

The **COMPANY** shall reconnect the service of the **RETAIL CUSTOMER** under the following instances:

Section 5.1. In cases of: (i) Sections 4.1 and 4.2, upon termination of any routine maintenance, emergency, unsafe conditions and other similar circumstances; (ii) Section 4.3, upon receipt of request for reconnection from the CRB, or when the Retail Supplier/Local RES/SOLR has already settled its obligations to the **COMPANY**; and (iii) Section 4.4 when the **RETAIL CUSTOMER** presents proof that its violation of the terms and conditions of this Agreement, or any applicable laws has been corrected and has ceased, as the case may be.

Section 5.2. Payment of Other Reasonable Costs. The reconnection of service of the **RETAIL CUSTOMER** shall be without prejudice to the payment of actual costs incurred by the **COMPANY** in case the disconnection is: (i) as a result of the **RETAIL CUSTOMER's** non-compliance with the terms and conditions of this Agreement, or applicable laws, rules and regulations; (ii) upon request of the **RETAIL CUSTOMER**; (iii) caused by any emergency or unsafe condition due to the fault of the **RETAIL CUSTOMER**, and damage is caused to the **COMPANY**, its employees or authorized representatives or other third persons.

Section 5.3. Other Requirements for Reconnection. For disconnections pursuant to Sections 4.2 to 4.4 wherein the **RETAIL CUSTOMER's** electric service has been disconnected for:

- a. At least six (6) months, the **RETAIL CUSTOMER** shall submit a written undertaking that its facilities are ready for energization; or
- b. More than one (1) year, the **RETAIL CUSTOMER** shall submit a new CFEI pursuant to the Philippine Electrical Code (PEC).

In any case, the **COMPANY** may require the **RETAIL CUSTOMER** to submit further documentary requirements prior to reconnection to verify that the latter's facilities are ready for energization.

VI. LIABILITIES AND OBLIGATIONS

Section 6.1. Provision of Distribution Connection Service. The **COMPANY's** liability to the **RETAIL CUSTOMER**, with respect to the provision of distribution connection service, shall be limited to those set forth in the DSOAR, as amended, and other applicable laws, rules and regulations of the ERC.

Section 6.2. Undelivered Energy, Damages and Other Losses. The **RETAIL CUSTOMER** understands that the **COMPANY** undertakes scheduled and/or unscheduled maintenance, repairs and replacement of its facilities. In such cases, and in other cases of outages due to force majeure, fortuitous event or for reasons not attributable to the fault of the **COMPANY**, the **RETAIL CUSTOMER** agrees that the **COMPANY** shall not be liable for any undelivered energy, or for damages, whether direct or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity, as a result of interruption or disconnection of its service if the **COMPANY** has exercised due care and except for gross negligence of the **COMPANY**.

Section 6.3. Force Majeure/Fortuitous Event/Other Event. The **COMPANY** shall not be liable to the **RETAIL CUSTOMER** with respect to the non-performance of any of its obligations under this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly caused by force majeure and fortuitous event including other event that are beyond the control of the **COMPANY**. Force majeure and fortuitous event including other event shall mean such event: (i) that is not within the reasonable control, directly and indirectly, of the **COMPANY**; and (ii) which despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by the **COMPANY**; *Provided*, that the **COMPANY** has taken all reasonable precautions and due care in order to avoid or mitigate the effect of such event on the **COMPANY's** ability to perform its obligations under this Agreement. These events shall include, but may not be limited to, any of the following:

- a. A typhoon, storm, tropical depression, flood, drought, volcanic eruption, earthquake, tidal wave or landslide;
- b. An act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or any violent or threatening actions;
- c. Non system-wide and system-wide Transmission constraints and/or outages in the Transmission and Distribution System; and
- d. Any lawful orders rendered by competent authority, including any advice or warnings of government authorities for safety reasons.
- e. Other analogous circumstances.

Section 6.4. Cancellation and Modification during Processing. In the event that the **RETAIL CUSTOMER**: (i) cancels this Agreement or its application for connection service with the **COMPANY**; or (ii) requests any amendments to its connection facilities, at the time of the processing of the Agreement or its application

or installation of said facilities, the **RETAIL CUSTOMER** shall be liable for any processing costs incurred, including reimbursement for the cost of whatever facilities, equipment or appurtenances already installed and which can no longer be used, by the **COMPANY** as a result of such cancellation or amendment.

VI. EFFECTIVE TERM AND TERMINATION OF AGREEMENT

Section 7.1. Effectivity. This Agreement shall take effect on _____ and shall be binding upon the **PARTIES**, their successor, and assigns, unless terminated by either party by serving written notice to the other at least thirty (30) days before the effective date of termination. This Agreement may likewise be terminated: (a) after due notice, for violation of any of the obligations set forth herein by any party; and/or (b) without any need of prior notice: (i) when this Agreement is rendered invalid and/or unenforceable by law or competent authority; (ii) when the performance of any obligations under this Agreement has been rendered legally or physically impossible; or (iii) in case of violation by the **RETAIL CUSTOMER** of R.A. 7832, otherwise known as "Anti-electricity and Electric Transmission Lines/Materials Pilferage Act of 1994". Upon termination of this Agreement, all rights and obligations of the **PARTIES** hereunder shall cease, except: (a) such rights and obligations as may have accrued as of the date of termination; and (b) any right or obligation which survives the termination or expiration.

VIII. MISCELLANEOUS PROVISIONS

Section 8.1. Governing Laws. This Agreement will be interpreted, governed, and construed under the laws of the Republic of the Philippines. policies, rules and regulations, administrative orders and any amendments and modifications thereof, emanating from the Department of Energy, the ERC, other government agencies, or authorized bodies having jurisdiction. The said law, policies, rules, and regulations shall be deemed incorporated in this Agreement.

Section 8.2. Disputes. If any dispute shall arise between the **PARTIES** in connection with or arising out of this Agreement, either Party may request in writing to meet within five (5) business days from occurrence thereof and attempt to resolve the dispute. In the event that such dispute remains unresolved within ten (10) business days after such request, the aggrieved Party may bring the dispute before the ERC for resolution, if said dispute is with the exclusive jurisdiction of the ERC. Otherwise, the aggrieved Party may seek redress from the regular courts. In case of the latter, the **PARTIES** hereby agree that the venue for any court action should be the regular courts of the principal address where the **COMPANY** is located.

Section 8.3. Severability. If any provision of this Agreement is declared by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions of this Agreement shall not be affected or impaired thereby, provided that the remaining provisions are sufficient to render to each Party the benefits contemplated hereby.

Section 8.4. Amendment/Modification of Agreement. This Agreement constitutes the sole and entire agreement between the **PARTIES** and supersedes all previous arrangements or agreements in respect of the subject-matter of this Agreement. No amendments of this Agreement or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by the **PARTIES**. If necessary, such amendment or departure shall be effective only upon approval by the ERC. The failure of any Party, at any time, to require performance of any provision hereof shall in no manner affect the right to enforce the same at a later time. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of such breach or waiver of the breach of any other term or covenant, unless such waiver is in writing.

Section 8.5. Non-waiver of rights. The failure or delay of any Party, at any time, to require performance of any provision hereof shall in no manner affect the right to enforce the same at a later time. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of such breach or waiver of the breach of any other term or covenant, unless such waiver is in writing.

Section 8.6. Warranties. Each Party hereby represents and warrants that: (a) it is a duly incorporated validly existing and in good standing under the laws of the republic of the Philippines; (b) it possesses full power and authority to enter into this Agreement, and has taken all the necessary action to authorize the person/s signing the contract on its behalf; (c) that it has taken all actions to authorize the entry into and the delivery of this Agreement, and the transactions contemplated hereby, and the performance of its obligations hereunder; (d) it has the power, licenses and permits required to carry on its business as it is being conducted and proposed to be conducted; (e) this Agreement and the consummation of the transactions contemplated herein are its legal, valid, binding and enforceable obligations; and (f) it shall, in good faith, comply with all its obligations under this Agreement

Section 8.7. Assignment of Rights. The **RETAIL CUSTOMER** shall not assign its rights under this Agreement. In case the **RETAIL CUSTOMER** is a partnership or a corporation, it shall advise the **COMPANY** in writing, of any change in its **COMPANY** name, or status brought about by merger, consolidation, amendment of Articles of Incorporation, sale of business or transfer of ownership, within thirty (30) days from the effective date thereof. Violation of this provision shall give the **COMPANY** the right to disconnect the service of the **RETAIL CUSTOMER** or terminate this Agreement, without prejudice to any action that the **COMPANY** may bring for the collection of any outstanding obligation of the **RETAIL CUSTOMER** to the **COMPANY**.

Section 8.7. Counterparts. This Agreement may be executed in any number of counterparts and by the different **PARTIES** hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused the foregoing instrument to be executed by their respective offices and/or their representatives, thereunto duly authorized at the place and on the date first above written.

Signature Over Printed Name
(Designation)
(COMPANY)
(Date Signed)

Signature Over Printed Name
(Designation)
(RETAIL CUSTOMER)
(Date Signed)

SIGNED IN THE PRESENCE OF:

(Witness Name, Signature Over
Printed Name)

(Witness Name, Signature Over
Printed Name)

ACKNOWLEDGMENT

Republic of the Philippines}
_____} S.S.

Before me, a Notary Public, for and in the City/Municipality of _____,
personally appeared the following affiants with their respective competent proof of
identities:

[COMPANY]

Any government issued ID

[RETAIL CUSTOMER]

Any government issued ID

known to me and to me known to be the same persons who executed the foregoing
instrument, consisting of _____ pages, including the page whereon this
Acknowledgment is written, with all pages signed by both **PARTIES** and their
instrumental witnesses, and they acknowledged to me that the same is their free and
voluntary act and deed and that of the Corporation/ **COMPANY** they respectively
represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, at _____ Philippines.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of _____;

SUPPLIER OF LAST RESORT CONTRACT
(SOLR Contract)

This Contract is made and entered by and between:

_____, an entity duly organized and existing under the laws of the Philippines, with principal office at _____, in its capacity as a Supplier of Last Resort (a regulated business segment designated by the ERC for the Retail Market hereinafter referred to as "**SOLR**").

-and-

_____, an entity duly organized and existing under the laws of the Philippines, with principal office at _____, represented by its (designation), _____, hereinafter referred to as "**Retail Customer**".

"**SOLR**" and "**RETAIL CUSTOMER**" shall collectively be referred to as "**PARTIES**."

The PARTIES hereby mutually agree to enter into this Contract with the foregoing premises considered subject to rules and regulations of the ERC and other applicable laws, rules, and regulations, as follows;

I. GENERAL TERMS AND CONDITIONS GOVERNING SUPPLY OF ENERGY

Section 1.1. **Scope.** This Contract is for the supply of electricity to the RETAIL CUSTOMER, who has ceased to receive service from its Retail Supplier arising from the occurrence of any Last Resort Supply Event (LRSE), as provided under Section ___ of ERC Resolution No. ___, Series of 2024, titled: "A Resolution Adopting the Omnibus Rules for Customer Choice Programs in the Retail Market, as may be amended.

Section 1.2. **Supply of Electric Energy and Delivery Point.** The SOLR shall supply electric energy to the RETAIL CUSTOMER of _____ kW at the premises located at _____. The electric energy to be delivered shall be alternating current at approximately ___ volts, ___ wire, ___ hz, ___ phase at _____, the point of delivery.

Section 1.3. **Use of Electric Energy.** The electricity supplied hereunder shall be used strictly by the RETAIL CUSTOMER in direct connection with its business. It shall not be sold or supplied to any other person or entities, unless otherwise allowed by law, rule or regulation of the ERC.

II. BILLINGS AND CHARGES

Section 2.1. **Monthly Billing.** The SOLR shall bill the RETAIL CUSTOMER monthly for all the consumption and charges stipulated under this Contract, including other charges that may be approved by the ERC. The RETAIL CUSTOMER shall pay the SOLR all amounts due, including any adjusted or differential bill/s rendered, within nine (9) calendar days from receipt of the bill or as agreed upon by the PARTIES.

The RETAIL CUSTOMER may dispute any bills in writing within thirty (30) calendar days from receipt of the bill or as agreed upon by the parties. Failure to dispute any bill on time shall constitute an agreement by the RETAIL CUSTOMER that the bill is accurate and binding. The RETAIL CUSTOMER shall pay disputed bills without any deduction or offset and shall not be an excuse or ground for the RETAIL CUSTOMER to delay payment of succeeding bills or to deduct any amount therefrom unilaterally.

Section 2.2. **Cash Security Deposit.** The RETAIL CUSTOMER shall pay a cash security deposit to the SOLR, equivalent to one (1) month total estimated billing, based on the average of previous six (6) months of demand and energy usage, as provided for under the Omnibus Rules.

Subject to Section 2.5 of this Contract, this deposit shall be fully refundable upon termination of Last Resort Supply, with interest paid on the cash security deposit following the applicable legal interest for savings deposit approved by the Bangko Sentral ng Pilipinas (BSP), less any arrears that have accrued in the Retail Customer's account, except when such arrears are retrained under legal contest.

Section 2.3. **Termination fee.** If the RETAIL CUSTOMER requests the pre-termination of the Agreement for whatever reason, it shall notify the SOLR in writing within the ten (10) calendar days as prescribed in Section 6.2 hereof. Should such notice be received by the SOLR less than ten (10) calendar days prior to the RETAIL CUSTOMER's intended termination date or should the intended termination date fall prior to the lapse of one (1) month as provided in Section 6.1, the RETAIL CUSTOMER before its intended pre-termination date, shall pay the exit or termination fee charged by SOLR to Retail Customers whose energy that was used for Last Resort Supply was sourced through bilateral contract as provided in the Omnibus Rules.

Section 2.3. **Other Fees approved by the ERC.** Should there be other fees to be collected by the SOLR, such as special meter reading fee, it should be subject to approval of the ERC.

Section 2.4. **Final and Outstanding Bill/s.** If the RETAIL CUSTOMER transfers from the SOLR to a Retail Supplier, revert to captive in case an aggregated group, or if SOLR service is terminated due to nonpayment of bills, the final bill or any outstanding bill/s of the RETAIL CUSTOMER shall be offset against the RETAIL CUSTOMER's deposit and the remaining balance and interest earned, if any, shall be refunded to the RETAIL CUSTOMER within thirty (30) calendar days from the final meter reading date. In the event of any deficit, the RETAIL CUSTOMER must settle all outstanding balances owed to the SOLR, regardless of any disputes, before switching to another Retail Supplier. In cases that the RETAIL CUSTOMER decides

to switch to another Retail Supplier, the SOLR reserves the right to request disconnection of the service if there are any outstanding obligations.

III. DISCONNECTION AND INTERRUPTION OF SERVICE

Section 3.1. **Failure to Pay Bill on Due Date.** If the RETAIL CUSTOMER fails to pay the SOLR for services rendered on the due date, the SOLR shall send a 48-hour written notice of disconnection to the RETAIL CUSTOMER. If the Retail Customer fails to pay the amount within forty-eight (48) hours, the SOLR shall inform the CRB to disconnect said RETAIL CUSTOMER, and the RMSP shall execute such request within twenty-four (24) hours from the receipt of the notice from the CRB.

Section 3.2. **Execution of Routine Maintenance and Similar Acts.** The SOLR may interrupt the service upon request from or reasonable notice to the RETAIL CUSTOMER to execute any routine maintenance, repairs or modification to the SOLR's, DU's or RETAIL CUSTOMER's facilities and nearby facilities and to ensure the integrity, completeness, accuracy, safety and reliability of the connections to the distribution facilities and for any other legitimate purpose.

Section 3.3. **Emergency Conditions and/or Dangerous and Hazardous Conditions.** The SOLR may disconnect electricity service without written notice only if a dangerous condition arises, subject to post-disconnection notification of affected End-users.

Section 3.4. **Failure to comply with the terms and conditions of this Contract.** The SOLR shall have the right to discontinue service to the RETAIL CUSTOMER at any time such RETAIL CUSTOMER violates any of the terms and conditions of this Contract or any applicable laws, rules, and regulations.

Section 3.5. **Other circumstances.** The SOLR may discontinue service of the RETAIL CUSTOMER in case of termination of this Contract pursuant to Sections 6.2 and 6.3 hereof and other circumstances allowed by law and relevant rules and regulations.

In no case shall the SOLR, under this Article, be exempted from any obligations from the RETAIL CUSTOMER of its rights in accordance with the Omnibus Rules.

IV. RECONNECTION OF SERVICE

The SOLR shall request the reconnection of the service of the RETAIL CUSTOMER from the RMSP through the CRB, under the following instances, and upon payment of all outstanding obligations and appropriate reconnection fees as approved by the ERC:

Section 4.1. In case of the circumstances under Sections 3.1, 3.3, and 3.4, when the RETAIL CUSTOMER settles its obligations with the SOLR and/or presents proof that its violation of the terms and conditions of this Contract, the Omnibus Rules, DSOAR as amended, PDC and other applicable laws has been corrected and has ceased, as the case may be.

Section 4.2. In case of the circumstances under Sections 3.2 and 3.3, upon termination of any routine maintenance, emergency, dangerous condition.

V. LIABILITIES AND OBLIGATIONS

Section 5.1. **Provision of Electric Energy.** The SOLR's obligation to the RETAIL CUSTOMER regarding its provision of electric energy shall be limited to those set forth in the Omnibus Rules and DSOAR, as amended.

Section 5.2. **Force Majeure/Fortuitous Event/Other Event.** The SOLR shall not be liable to the RETAIL CUSTOMER to the non-performance of any of its obligations under this Contract in the event that such non-performance resulted from or is caused by force majeure/fortuitous events that are beyond the control of the SOLR. Force majeure and fortuitous event shall mean such (i) event that is not within the reasonable control, directly and indirectly, of the SOLR; and (ii) such event, which despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by the SOLR; *Provided*, that the SOLR has taken all reasonable precautions, due care and reasonable measures in order to avoid the effect of such event on the SOLR's ability to perform its obligations under this Contract. These events shall include, but may not be limited to, the following:

- a. A typhoon, storm, tropical depression, flood, drought, volcanic eruption, earthquake, tidal wave or landslide;
- b. An act of a public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or any violent or threatening actions;
- c. Non-system-wide and system-wide Transmission constraints and/or outages in the Transmission and Distribution system; and
- d. Any lawful orders rendered by the competent authority, including any advice or warnings of government authorities for safety reasons.

Section 5.3. **Damages and Other Costs.** The SOLR shall not be liable for any damages, whether direct or consequential, including without limitation, loss of profits, revenue, or production capacity, as a result of interruption of electric service, except as maybe provided by law or government rules and regulations.

VI. EFFECTIVE TERM AND TERMINATION OF AGREEMENT

Section 6.1. **Effective Term.** The effectivity of this Contract shall commence upon the final actual meter reading made on the RETAIL CUSTOMER's consumption prior to being served by the SOLR and shall terminate no sooner than the lapse of one (1) month, subject to Section 2.3 of this Contract. The term hereof shall automatically be renewed from month to month unless this Contract is terminated under Section 6.2 or 6.3.

Section 6.2. **Termination of Contract.** The RETAIL CUSTOMER may terminate this Contract by sending a written notice of termination within ten (10) calendar days from the date of intended termination by said RETAIL CUSTOMER. Otherwise, the RETAIL CUSTOMER shall remain liable for all billings and charges for the succeeding billing month/s as provided in this Contract.

Section 6.3. **Other Grounds for Termination of Contract.** SOLR may likewise terminate this Contract: (i) after due notice, for violation of any of the obligations set forth herein by any party; and/or (ii) without any need of prior notice: (a) when this Contract is rendered invalid and/or unenforceable by law or competent authority; (b) when the performance of any obligations under this Contract has been rendered legally or physically impossible; or (c) in case of violation of R.A. 7832 otherwise known as "Anti-Electricity and Electric Transmission Lines/Materials Pilferage Act of 1994" by the RETAIL CUSTOMER. Upon termination or expiration of this Contract, all rights and obligations of the PARTIES hereunder shall cease, except (a) such rights and obligations as may have accrued as of the date of termination or expiration, such as but not limited to the payment of any outstanding bills; and (b) any right or obligation which survives the termination of this Contract.

VII. MISCELLANEOUS PROVISIONS

Section 7.1. **Governing Laws.** This Contract will be interpreted, governed and construed under the laws of the Republic of the Philippines.

Section 7.2. **Venue.** The venue of any action arising hereunder or related to this Contract shall exclusively be at the city where the SOLR's principal place of business is.

Section 7.3. **Invalidity of Provisions.** If any provision of this Contract is declared by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

Section 7.4. **Amendment/Modification of Contract.** This Contract shall not be amended or modified except in writing by both PARTIES. The failure of any Party, at any time, to require the performance of any provision hereof shall in no manner affect the right to enforce the same later. No waiver by any Party of the breach of any term or covenant contained in this Contract, whether by conduct or otherwise, shall be deemed to be construed as a further continuing waiver of such breach or waiver of the breach of any other term or covenant, unless such waiver is in writing.

Section 7.5. **Warranties.** The PARTIES represent and warrant to each other that: (i) the signatories to this Contract are duly authorized to sign this Agreement; and (ii) all requisite authorizations, approvals, permits or consent to make this Agreement or any amendment or supplement thereto valid and enforceable have been obtained.

Section 7.6. **Assignment of Rights.** The RETAIL CUSTOMER shall not assign its rights under this Agreement.

The RETAIL CUSTOMER shall advise the SOLR in writing of any change in its COMPANY name or status brought about by merger, consolidation, amendment of Articles of Incorporation, sale of business, or transfer of ownership within thirty (30) calendar days from the effective date thereof.

Section 7.7. **Disputes.** If any dispute shall arise between the PARTIES in connection with or arising out of this Contract, either party may request in writing

to meet within five (5) calendar days from the occurrence thereof and first resolve the dispute through mutual discussions between the PARTIES. If such dispute remains unresolved within ten (10) calendar days after such request, the aggrieved party may bring the dispute for resolution by the ERC or the regular court as the case may be. In the case of the latter, the PARTIES hereby agree that the venue for any court action shall be the regular courts of the city where the principal business office of the SOLR is located.

Section 7.8. **Conflict.** In the event of a conflict between the provisions of this Agreement and the provisions of the Omnibus Rules, as amended, or such other relevant rules and regulations, the latter shall prevail.

IN WITNESS WHEREOF, the PARTIES hereto have caused the foregoing instrument to be executed by their respective officers and/or their representatives, thereunto duly authorized at the place and on the date first above written.

Signature Over Printed Name
(Designation)
(**SOLR**)
(Date Signed)

Signature Over Printed Name
(Designation)
(**RETAIL CUSTOMER**)
(Date Signed)

Republic of the Philippines)

City of) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the city indicated below, personally appeared the Parties and exhibited their respective competent proofs of identity, as follows:

Name	Government Issued ID/No.	Date/Place of Issue

known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of six (6) pages including herein acknowledgment, intimating to me that the same being their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on this ____ day of ____ 20__ at _____, Philippines.

NOTARY PUBLIC

Doc. No.: _____

Page No.: _____

Book No.: _____

Series of _____

(SOLR Form 1)

CHECKLIST OF REQUIREMENTS FOR THE APPLICATION AS A SUPPLIER OF LAST RESORT (SOLR)

Name of Applicant: _____

Note: The application will only be considered as filed upon completion of the requirements and receipt of the ERC's Confirmation of Completeness Email (CCE).

DOCUMENTARY/LEGAL REQUIREMENTS

Requirement	Remarks (Complete - ✓)
1. Wholesale Electricity Spot Market (WESM) Proof of Registration and Membership	
2. Certificate of Compliance with WESM for the following: a. Metering; b. Prudential Requirements; and c. Financial Obligations.	
3. ERC Case Number of BSUP Application <i>Note: The applicant should have a Regulated Supply Segment, or equivalent, in its BSUP application.</i>	
4. Copy of latest Accounting Separation Statements reflecting the separate Capitalization for its SOLR business. <i>Note: Accounting Separation Statements (ASS) are part of the annual reportorial requirement of entities with approved BSUP, otherwise, if newly approved BSUP, ASS is part of the BSUP application.</i>	
5. <u>If the Applicant's email is already registered with the ERC:</u> Certificate of Email Registration (CER ¹) Number. <u>If the Applicant has an ongoing request for email registration:</u> Reference Number of the CER application.	

All documents shall be submitted in one (1) hard copy and one (1) soft copy.

Initially Assessed by:

☐ Complete

☐ For Completion

SIGNATURE OVER PRINTED NAME

Date:

Noted by:

Note: Only forms/documents with complete entries will be accepted; otherwise, it will be returned to the applicant for re-submission of forms with complete entries

☐ Approved for Filing

SIGNATURE OVER PRINTED NAME

Date:

^{1 1} ERC Resolution No. 09, series of 2020, entitled "A Resolution Adopting the Guidelines governing Electronic Applications, Filing and Virtual Hearings before the Energy Regulatory Commission"

(RS Reportorial Form 1)

RETAIL SUPPLIER'S QUARTERLY REPORTORIAL REQUIREMENTS

Name of Retail Supplier:

Short Name:

Year:

Quarter:

Prepared by & Designation:

Contact No.

Email Address:

Authorized by & Designation:

PART I. SUPPLY PORTFOLIO

No.	Name of Source	Contracted Capacity (MW)	Contracted Energy (MWh)	Contract Price (PhP/kWh)	Affiliated to Retail Supplier? (Yes/No)	Resource Type ¹	Contract Duration (no. of years)
1	Name of Generation Company A						
2	Name of Generation Company B						
3	Name of Generation Company C						
4	(add rows if necessary)						
5	WESM Purchases ²						
	GRAND TOTAL						

¹ Coal, Hydro, Natural Gas, Geothermal, Oil-Based, Solar, etc.

if WESM, indicate purchased energy and price

PART II. CAPACITY ALLOCATION FOR RETAIL CUSTOMERS

No.	Name of Retail Customer	Capacity Allocation (MW)	Energy Allocation (MWh)	Retail Market Category (CREM/GEOP/RAP)	Affiliated to Retail Supplier? (Yes/No)	Distribution Utility's Franchise Area	Meter No./ ID No. issued by CRB (if RAP)
1							
2							
3							
4	(add rows if necessary)						
	GRAND TOTAL						

PART III. PRICING INFORMATION

No.	Name of Retail Customer	Total Revenue (PhP) ²	Total kWh Sales	Ave. Price (PhP/kWh) ²	Contract Price (PhP) (as indicated in the RSC)	Pass Through Charges/ DWS Charges (PhP)	Other Additional Charges, if any (PhP) (Include Value-Added Service)	Pricing Structure (e.g. Fixed, Time of Use, Indexed, etc.)
1								
2								
3								
4	(add rows if necessary)							
	GRAND TOTAL							

² Excluding DWS charges or pass-on charges by NSP

PART IV. OTHER CUSTOMER INFORMATION

No.	Name of Retail Customer	Contract Start Date (dd/mm/yyyy)	Contract End Date (dd/mm/yyyy)	Was a contract hedged or was a bond posted? (Hedged/Performance bond posted with ERC)	Amount of Security Deposit Collected, if any (Submit proof of deposit)	Customer Business Category (ex. Real Estate, Hotel, Food Manufacturing, Mall, etc.)	Acting as Redistributor under CREM? (Yes/No)	Remarks
1								
2								
3								
4	(add rows if necessary)							

PART V. GREEN ENERGY OPTION PROGRAM - OTHER INFORMATION

No.	Renewable Energy Source Type	kWh Sales
1		
2		
3		
4	(add rows if necessary)	
	GRAND TOTAL	

PART VI. RETAIL AGGREGATION PROGRAM - OTHER INFORMATION

No.	Name of Aggregated Group	Aggregated Demand (kW)	ID No. issued by CRB	Location of Contiguous Area	Name of Aggregated Members	DU Franchise Area (for each aggregated members)	Respective Meter No.
1							
2							
3							
4	(add rows if necessary)						
	GRAND TOTAL						

PART VII. VALUE-ADDED SERVICES (if any)

No.	List of VAS offered to Retail Customers	For Fee or For Free <i>Please indicate amount if with fee (Php)</i>
1		
2		
3		
4	(add rows if necessary)	

VIII. COMPLAINTS HANDLING REPORT

No.	Name of Retail Customer	Issue/Complaint	Date Filed	Resolution	Date Resolved
1					
2					
3					
4	(add rows if necessary)				

References: Omnibus Rules for Customer Choice Programs in the Retail Electricity Market
Kindly submit every 20th day of the subsequent month after the quarter to docket@erc.ph and contestable@erc.ph, together with the Annex A-2 Verified Declaration in compliance with Rule XIII of ERC's E-Filing Guidelines (Resolution No. 09, Series of 2020)

(SOLR Reportorial Form 1)

SUPPLIER OF LAST RESORT'S QUARTERLY REPORTORIAL REQUIREMENTS

Name of Supplier of Last Resort:

Short Name:

Year:

Quarter:

Prepared by & Designation:

Contact No.

Email Address:

Authorized by & Designation:

PART I. SUPPLY PORTFOLIO OF SOLR

No.	Name of Source	Contracted Capacity (MW)	Contracted Energy (MWh)	Contract Price (PhP/kWh)	Contract Duration (no. of years)	Affiliated to SOLR? (Yes/No)	Resource Type ¹
1	Name of Generation Company A						
2	Name of Generation Company B						
3	Name of Generation Company C						
4	(add rows if necessary)						
5	WESM Purchases						
	GRAND TOTAL						

¹ Coal, Hydro, Natural Gas, Geothermal, Oil-Based, Solar, etc.

PART II. CAPACITY ALLOCATION FOR SOLR CUSTOMERS

No.	Name of Retail Customer	Capacity Allocation (MW)	Energy Allocation (MWh)	Retail Market Category (CREM, GEOP, RAP)	Meter No./ ID No. issued by CRB (if RAP)	Affiliated to SOLR? (Yes/No)	Customer Class (Residential, Commercial, Industrial, Others)
1							
2							
3							
4	(add rows if necessary)						
	GRAND TOTAL						

PART III. SOLR CUSTOMER INFORMATION

No.	Name of Retail Customer	SOLR Pricing		No. of Billing Period of SOLR Service	Customer Reason for Resorting to SOLR Service	Name of Last Retail Supplier	Customer Status ³	Name of New Retail Supplier (if switched already)	Effectivity Date of Reversion (if reverted) (dd-mm-yy)	Reason of Reversion to Captive Market (if reverted)
		Type of Pricing ²	SOLR Rate (PhP)							
1										
2										
3										
4	(add rows if necessary)									

² ERC Approved Rate, WESM Nodal Energy Price, or Bilateral Contract Price³ Switched to new Retail Supplier, Reverted to Captive Market, or Disconnected

References: Omnibus Rules for Customer Choice Programs in the Retail Electricity Market

Kindly submit every 20th day of the subsequent month after the quarter to erc.ph and comptable@erc.ph, together with the Annex A-2 Verified Declaration in compliance with Rule XIII of ERC's E-Filing Guidelines (Resolution No. 09, Series of 2020)

(NSP Reportorial Form 1)

NETWORK SERVICE PROVIDER'S MONTHLY CUSTOMER INFORMATION REPORT

Name of Network Service Provider:

Short Name:

Year:

Month:

Address:

Prepared by & Designation:

Contact No.

Email Address:

Authorized by & Designation:

PART I. CUSTOMER INFORMATION

No.	Customer Name / Aggregated Group	Account/ Service Number*	Meter Number*	Billing/ Service Address*	Contact Person	Designation / Position	Email Address	Mobile Number	Landline Number
1	Customer A/Group A								
2	Customer B/Group B								
3	(add rows if necessary)								
4	Highlighted for newly-qualified end-user/s for the month being reported								

*Add column/row if applicable

PART II. OTHER CUSTOMER INFORMATION

No.	Customer Name / Aggregated Group	Threshold Level (1MW/ 3MW forecasted/ 1MW for 3 months/ 750kW/ 500kW/ 100kW)	Billing Month Notified of Eligibility (Month-Year, ex. Jan-2022)	Status (Newly-qualified/ Terminated/ Ceased/ Switched to RES, etc.)	Name of Retail Supplier, if switched	Retail Market Category (CREM, GEOP, RAP)	Customer Business Category (ex. Real Estate, Hotel, Food Manufacturing, Mall, etc.)
1	Customer A/Group A						
2	Customer B/Group B						
3	(add rows if necessary)						
4	Highlighted for newly-qualified end-user/s for the month being reported						

PART III. METERING INSTALLATION COMPLIANCE

No.	Customer Name / Aggregated Group	Type of Meter Installed (Ex. Interval Meter, Demand Meter, TOU Meter)	Capability of Meter for Remote Reading (Yes or No)	PROCESSING TIME			
				Receipt Date of Intention to Switch to Retail Supplier (Day-Month-Year)	Date of Installation of Enhanced Metering Facilities* (Day-Month-Year)	Number of Days Processed	Status of Meter Installation (Completed / Target date for the meter to be installed, etc.)
1	Customer A/Group A						
2	Customer B/Group B						
3	(add rows if necessary)						
4	Highlighted for newly-qualified end-user/s for the month being reported						

**Subject for confidentiality in compliance with the Republic Act No. 10173 ["Data Privacy Act of 2012"]

	Customer Name / Aggregated Group	Meter Number*	MOST RECENT 12 MONTHS HISTORICAL USAGE													
			Monthly Registered Peak Demand (in kW)													
			Ave. Monthly Peak Demand (in kW)	Month-Year (ex. Dec-2022)	Month-Year (ex. Nov-2022)	Month-Year (ex. Oct-2022)	Month-Year (ex. Nov-2022)	Month-Year (ex. Oct-2022)	Month-Year (ex. Sept-2022)	Month-Year (ex. Aug-2022)	Month-Year (ex. Jul-2022)	Month-Year (ex. Jun-2022)	Month-Year (ex. May-2022)	Month-Year (ex. Apr-2022)	Month-Year (ex. Mar-2022)	Month-Year (ex. Feb-2022)
1	Customer A/Group A															
2	Customer B/Group B															
3	(add rows if necessary)															
4	Highlighted for newly-qualified end-user/s for the month being reported															

*Add column/row if applicable

**Subject for confidentiality in compliance with the Republic Act No. 10173 ["Data Privacy Act of 2012"]

	Customer Name / Aggregated Group	Meter Number*	MOST RECENT 12 MONTHS HISTORICAL USAGE														
			Monthly Total Registered Energy Consumption (in kWh)														
			Ave. Monthly Energy Consumption (in kWh)	Month-Year (ex. Dec-2022)	Month-Year (ex. Nov-2022)	Month-Year (ex. Oct-2022)	Month-Year (ex. Nov-2022)	Month-Year (ex. Oct-2022)	Month-Year (ex. Sept-2022)	Month-Year (ex. Aug-2022)	Month-Year (ex. Jul-2022)	Month-Year (ex. Jun-2022)	Month-Year (ex. May-2022)	Month-Year (ex. Apr-2022)	Month-Year (ex. Mar-2022)	Month-Year (ex. Feb-2022)	Month-Year (ex. Jan-2022)
1	Customer A/Group A																
2	Customer B/Group B																
3	(add rows if necessary)																
4	Highlighted for newly-qualified end-user/s for the month being reported																

*Add column/row if applicable

**Subject for confidentiality in compliance with the Republic Act No. 10173 ["Data Privacy Act of 2012"]

References: Omnibus Rules for Customer Choice Programs in the Retail Market

Kindly submit every 20th day of the month after the period being reported to doctet@enc.ph and contestable@enc.ph, together with the Annex A-2 Verified Declaration in compliance with Rule X of ERC's E-Filing Guidelines (Resolution No. 09, Series of 2020)

(NSP Reportorial Form 2)

NETWORK SERVICE PROVIDER'S SEMI-ANNUAL SWITCHING COMPLIANCE REPORT

Name of Network Service Provider:

Short Name:

Year:

Semester (1st/2nd):

Address:

Prepared by & Designation:

Contact No.

Email Address:

Authorized by & Designation:

No.	Name of End-User	Name of Retail Supplier (if single billing)	Account/ Service Number	Meter Number	Billing and Service Addresses	Type of Switch (Initial/ Regular)	Threshold Level (1MW/ 3MW forecasted/ 1MW for 3 months/ 750kW/ 500kW/ 100kW)	Date of Receipt of Notice on the Effective Switch Date of Executed Retail Supply Contract (dd-mmm-yyyy)	Date of Submission of Complete Switching Requirements (dd-mmm-yyyy)	Remarks
1										
2										
3										
4										
	add rows if applicable									

References: Omnibus Rules for Customer Choice Programs in the Retail Market

Kindly submit every July 30th and January 31st of following year to doCKET@erc.ph and contestable@erc.ph, together with the Annex A-2 Verified Declaration in compliance with Rule XIII of ERC's E-Filing Guidelines (Resolution No. 09, Series of 2020)