**EFET**

**European Federation of Energy Traders**

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**WAIVER: THE FOLLOWING GENERAL AGREEMENT WAS PREPARED BY MEMBERS OF EFET – EUROPEAN FEDERATION OF ENERGY TRADERS OPERATING SINCE 25 JANUARY 2024 UNDER THE BRAND NAME ENERGY TRADERS EUROPE (“ENERGY TRADERS EUROPE”) EXERCISING ALL REASONABLE CARE. HOWEVER, ENERGY TRADERS EUROPE, ENERGY TRADERS EUROPE’S MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY INDIVIDUAL CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS GENERAL AGREEMENT TO ENSURE THAT ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER’S LEGAL INTEREST. USERS OF THIS GENERAL AGREEMENT ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH ENERGY TRADERS EUROPE AS WELL AS THEIR OWN COUNSEL.**

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

**General Agreement**

**Concerning the Delivery and Acceptance of Electricity**

Between

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

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

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

(**“*[abbreviation of name]”******)***

and

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

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

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

(**“*[abbreviation of name]*”**)

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

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

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

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

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

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

**EFET**

**European Federation of Energy Traders**

**Annex 2A**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Fixed Price)***

between

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

and

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

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

Delivery Schedule

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Total Supply Period*** | FromCET | ToCET | ContractCapacityMW | ContractQuantityMWh | Contract PriceEuro / MWh | TotalAmountEuro |
| First Date | Last Date |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

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

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

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

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

Other arrangements:

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

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

**EFET**

**European Federation of Energy Traders**

**Annex** **2B**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Floating Price)***

between

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

and

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

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

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | FromCET | ToCET | ContractCapacityMW | ContractQuantityMWh | Floating Price | Settlement Date |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |
|  |  |  |  |  | (Total) | (variable) |  |

and additional (for single-block contracts)

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

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

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

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

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

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

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

Settlement Date:

Settlement Price:

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

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

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

Other arrangements:

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

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

**EFET**

**European Federation of Energy Traders**

**Annex** **2C**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Call Option)***

between

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

and

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

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

Option Details:

a) Option Type: Call

b) Exercise Deadline:

c) Premium:

d) Premium Payment Date:

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | FromCET | ToCET | ContractCapacityMW | ContractQuantityMWh | Strike Price(Contract Price)Euro / MWh | TotalAmountEuro |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

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

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

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

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

Other arrangements:

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

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

**EFET**

**European Federation of Energy Traders**

**Annex 2D**

**to the**

**General Agreement**

**Confirmation of Individual Contract**

***(Put Option)***

between

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

and

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

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

Option Details:

a) Option Type: Put

b) Exercise Deadline:

c) Premium:

d) Premium Payment Date:

Delivery Schedule

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Date | Last Date | FromCET | ToCET | ContractCapacityMW | ContractQuantityMWh | Strike Price(Contract Price)Euro / MWh | TotalAmountEuro |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |
|  |  |  |  |  | (Total) |  | (Total) |

and additional (for single-block contracts)

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

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

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

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

Other arrangements:

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

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

**EFET**

**European Federation of Energy Traders**

**Election Sheet**

**to the**

**General Agreement**

with an Effective Date of

between and

**(“Party A”)** **(“Party B”)**

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

**§1
Subject of Agreement**

**§ 1.1 Subject of Agreement:** [ ] § 1.1 shall apply, or

 [ ] § 1.1 shall apply, except that this General Agreement shall not apply to Individual Contracts in respect of which the Delivery Point is the United Kingdom and Ireland.

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

**§2
Definitions and Construction**

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

**§3
Concluding and Confirming Individual Contracts**

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

**§5
Primary Obligations for Options**

**§ 5.3 Exercise of Option and Deadline:** If in respect of an Individual Contract which provides for an Option no Exercise Deadline is specified:

[ ] the Exercise Deadline shall be as provided in § 5.3, or

[ ] the Exercise Deadline shall be

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

**§ 7.1 Definition of Force Majeure:**

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

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

**§7a
Non-Performance Due to Trade Restriction**

**§ 7a.1 Application of Clause:** In deviation to § 7a.1 the Parties agree to:

[ ] apply § 7a as written in the General Agreement, or

[ ] apply § 7a but it shall be amended or replaced in its entirety as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***otherwise*** § 7a shall not apply

**§ 7a.2** **Definition of Trade Restriction:** [ ] §7a.2 shall be supplemented by the laws of the following countries:

[ ] the United States of America, [or]
[\_\_] the United Kingdom; [or]
[ ] \_\_\_\_\_\_\_\_\_\_, or

[ ] §7a.2 shall not be supplemented

**§ 7a.7** **Long Term Trade Restriction Limit:**
[ ] §7a.7 shall apply as written; or
[ ] §7a.7 shall apply but the relevant period shall be: \_\_\_\_\_

**§10
Term and Termination Rights**

**§ 10.2 Expiration Date and Thirty** **(30) day Termination Notice:**

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

**§ 10.3(g) Set-Off Rights:**

[ ] § 10.3(g) shall apply, and the Base Currency shall be Euro, unless otherwise specified here \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or

[ ] § 10.3(g) shall not apply

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

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

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

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

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

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

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

[ ] § 10.5(d) shall apply, or

[ ] § 10.5(d) shall not apply

**§ 10.5(g) Default under Specified Transaction:**

[ ] Option A shall apply and the aggregated amount shall be \_\_\_\_\_\_\_, or

[ ] Option B shall apply and the aggregated amount shall be \_\_\_\_\_\_\_, or

[ ] Neither Option A nor Option B shall apply

If *either* Option A or Option B has been elected as applying,

[ ] no additional Entity shall be specified, or

[ ] the following Entity(ies) shall be specified:

[ ] such Party’s Credit Support Provider, [or]
[ ] such Party’s Controlling Party; [or]
[ ]\_\_\_\_\_\_\_\_\_\_

**§ 10.5 Other Material Reasons:** [ ] Material Reasons shall be limited to those stated in the General Agreement, or

[ ] the following additional Material Reasons shall apply to Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] the following additional Material Reasons shall apply to Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§12
Limitation of Liability**

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

**§13
Invoicing and Payment**

**§ 13.2 Payment:** Initial billing and payment information for each Party is set out in § 23.2 of this Election Sheet.

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

**§ 13.5 Default Interest:**  The Interest Rate shall be the one (1) month EURIBOR interest rate for 1100 hours on the Due Date, plus \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) per annum, provided that if the Interest Rate would otherwise be less than zero (0), the Interest Rate shall be floored at zero and any margin applied thereto.

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

**§14
VAT and Other Taxes**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**§16
Guarantees and Credit Support**

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

Party B shall provide Party A with the following Credit Support Document(s):

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

Credit Support Provider(s) of Party B shall be:

**§17
Performance Assurance**

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

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

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

the Funds From Operations to Total Debt ratio shall be:

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

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

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

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

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

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

[ ] no time period shall apply;

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

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

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

[ ] §17.2 (i) (**Amalgamation/Merger**);
[ ] §17.2 (j) (**Change of Ownership**), and the Specified Entity of Party A shall be\_\_\_\_\_\_\_;

[ ] the percentage specified in §17.2(j) shall apply

[ ] the percentage specified in §17.2(j) shall not apply, but instead

[ ] the relevant percentage of shares shall be \_\_\_\_\_\_\_\_% ,

[ ] the relevant percentage of voting rights shall be \_\_\_\_\_\_\_%

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

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

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

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

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

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

the Funds From Operations to Total Debt ratio shall be:

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

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

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

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

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

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

[ ] no time period shall apply;

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

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

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

[ ] §17.2 (i) (**Amalgamation/Merger**);
[ ] §17.2 (j) (**Change of Ownership**), and the Specified Entity of Party B shall be\_\_\_\_\_\_\_;

[ ] the percentage specified in §17.2(j) shall apply

[ ] the percentage specified in §17.2(j) shall not apply, but instead

[ ] the relevant percentage of shares shall be \_\_\_\_\_\_\_\_% ,

[ ] the relevant percentage of voting rights shall be \_\_\_\_\_\_\_%

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

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

[ ] Party A need not deliver annual reports, and

[ ] Party B shall deliver annual reports, or

[ ] Party B need not deliver annual reports

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

[ ] Party A need not deliver quarterly reports, and

[ ] Party B shall deliver quarterly reports, or

[ ] Party B need not deliver quarterly reports

**§ 18.2 Decline in Tangible Net Worth:**

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

**§19
Assignment**

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

**§20
Confidentiality**

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

**§21
Representations and Warranties**

The following representations and warranties are made:

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

In addition, Party A represents and warrants the following:

In addition, Party B represents and warrants the following:

**§22
Governing Law and Arbitration**

**§ 22.1 Governing Law and Arbitration:**

[ ] Option A shall apply; or

[ ] Option B shall apply and the language of the arbitration shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or

[ ] Neither Option A nor Option B shall apply and the following provisions shall apply in respect of governing law and dispute resolution:

**§23
Miscellaneous**

**§ 23.2 Notices** **and Communications:**

**§ 23.2a Electronic Notices and Communications:**

[ ] § 23.2a shall apply, or

[ ] § 23.2a shall not apply

(a) **TO PARTY A:**

**Notices & Correspondence**

Address:

Telephone No:

Fax No:

E-Mail, if §23.2a is elected as shall apply:

Attention: [Job Title]

**Invoices**

E-mail

[Fax No]

Attention: [Job Title]

**Payments**

Bank account details

(b) **TO PARTY B:**

**Notices & Correspondence**

Address:

Telephone No:

Fax No:

E-Mail, if § 23.2a is elected as shall apply:

Attention: [Job Title]

**Invoices**

E-mail:

[Fax No:]

Attention: [Job Title]

**Payments**

Bank account details

**Annex 1 – Defined Terms**

[ ] **“Commodity”** shall have the meaning specified in Annex 1; or

 [ ] **“Commodity”** shall have the meaning .

[ ] **“Excluded Communication”** shall have the meaning specified in Annex 1; or

 [ ] **“Excluded Communication”** shall have the meaning

[ ] **“Specified Transaction”** shall have the meaning specified in Annex 1; or

 [ ] **“Specified Transaction”** shall have the meaning

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

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

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