*Draft letter to be used by parties who have already signed a General Agreement Concerning the Delivery and Acceptance of Electricity (Version 2.1(a)/September 21, 2007)*

**[LETTERHEAD OF FIRST SIGNATORY]**

[Insert counterparty contact details]

 [Insert Date]

Dear Sir or Madam,

**Re: Our General Agreement Concerning the Delivery and Acceptance of Electricity**

We refer to the European Federation of Energy Traders General Agreement Concerning the Delivery and Acceptance of Electricity, Version 2.1(a)/September 21, 2007, entered into between us dated **[●]**, as amended and supplemented from time to time (the "**Existing Agreement**").

The European Federation of Energy Traders ("**EFET**") operating since 25 January 2024 under the brand name Energy Traders Europe ("**Energy Traders Europe**")has published a Version 2.2(consolidated) of the General Agreement Concerning the Delivery and Acceptance of Electricity dated 17 June 2025 (the "**General Agreement Power V2.2(consolidated)**"). This new version incorporates amendments previously developed and published by EFET, selected new clauses reflecting established market practice, and alignments with the General Agreement Concerning the Delivery and Acceptance of Natural Gas to enhance consistency across EFET's standard agreements.

In order to ensure that we continue to trade with you on standard market terms, we wish to amend the Existing Agreementto reflect the updated terms of the General Agreement Power V2.2(consolidated), with such amendments to take effect as of **[●]** (the "**Amendment Effective Date**").

All terms not otherwise defined in this letter shall have the meanings given to them in the Existing Agreement.

We therefore ask you to confirm your agreement in accordance with § 23.3 (***Amendments***) of the Existing Agreement to the following by signing and returning the attached duplicate copy of this letter:

1. **The following Individual Contracts entered into by the Parties shall be governed by the terms and conditions of the Existing Agreement, as amended by this letter:**
	1. all Individual Contracts entered into on or after the Amendment Effective Date;
	2. all Individual Contracts entered into before the date of this letter with a Total Supply Period commencing on or after the Amendment Effective Date; and

* 1. all Individual Contracts entered into before the Amendment Effective Date with Total Supply Periods that include a period on or after the Amendment Effective Date [provided that, in such case, the amendments set out in this letter shall only apply in respect of days falling on or after the Amendment Effective Date][[1]](#footnote-1).
1. **The amendments set out in Schedule 1, comprising the waiver and the non-optional provisions set out in §§ 1 to 23 of the General Agreement Power V2.2(consolidated), shall be incorporated into the Existing Agreement.**
2. **The provisions set out in Schedule 2, if elected below by the Parties, shall be incorporated into the Existing Agreement and shall apply as if expressly specified and customised in the Election Sheet*.***
	1. § 7a (***Non-Performance Due to Trade Restriction***) The Parties agree to:

[ ] apply § 7a as written below,

***otherwise*** § 7a as written below shall not be incorporated into the Existing Agreement.

Further customisation of provision where §7a is incorporated and applied:

**§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: \_\_\_\_\_;

* 1. § 10.3(g) (***Set-off***) The Parties agree to:

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

***otherwise*** § 10.3(g) as written below shall not be incorporated into the Existing Agreement.

* 1. § 10.5(g) **(*Default under Specified Transaction*)** The Parties agree that

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

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

***otherwise*** neither Option A nor Option B shall be incorporated into the Existing Agreement.

Further customisation of provision where §10.5(f) is incorporated and applied:

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]
[ ] \_\_\_\_\_\_\_\_\_\_;

Annex 1 – Defined Terms

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

 [ ] **"Commodity"** shall have the meaning

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

 [ ] **"Specified Transaction"** shall have the meaning ;

* 1. § 17.2(j) **(*Change of Ownership***) The Parties agree that
	[ ] §17.2 (j) (**Change of Ownership**), shall apply as specified below, or
	***otherwise*** § 17.2(j)shall not be incorporated into the Existing Agreement.

Further customisation of provision where §17.(j) is incorporated and applied:

[ ] 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 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\_\_\_\_\_\_\_%;

* 1. § 23.2a(***Electronic Notices and Communication***) The Parties agree that

[ ] § 23.2a shall apply, or

***otherwise*** § 23.2a shall not be incorporated into the Existing Agreement.

Further customisation of provision where §23.2a is incorporated:

Party A: E-Mail for Notices & Correspondence, if §23.2a is elected as shall apply:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B: E-Mail for Notices & Correspondence, if §23.2a is elected as shall apply:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Annex 1 – Defined Terms

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

 [ ] **"Excluded Communication"** shall have the meaning

Please return one duly countersigned counterpart of this letter to us as soon as reasonably practicable as confirmation of your agreement with the terms contained herein. Thank you for your cooperation.

Yours faithfully

For and on behalf of

[COMPANY’S NAME]

We agree and accept the terms set out in this letter.

[ ]

For and on behalf of

[COUNTERPARTY’S NAME]

Dated: [ ]

1. Depending on the requirements of the Parties, wording in brackets should be deleted or included. Consider in particular, but not exclusively, amendments to §7.5 (***Long Term Force Majeure Limit***) and §13.2 (***Payment***). [↑](#footnote-ref-1)