



Republic of the Philippines
ENERGY REGULATORY COMMISSION
San Miguel Avenue, Pasig City

RESOLUTION NO. 13, Series of 2013

A RESOLUTION ADOPTING A PRO-FORMA CONNECTION AGREEMENT BETWEEN A DISTRIBUTION UTILITY AND A CONTESTABLE CUSTOMER UPON RETAIL COMPETITION AND OPEN ACCESS (RCOA)

WHEREAS, on January 18, 2006, the Commission promulgated the Distribution Services and Open Access Rules (DSOAR) which aims to provide the terms and conditions pertaining to Distribution Connection Assets and Services, Service to the Captive Market, Supplier of Last Resort, Service to the Contestable Market, Unbundled Wheeling Service and Guidelines for Establishing Regulated Service Rates;

WHEREAS, on February 22, 2010, the Commission promulgated the Amended DSOAR in view of the new regulatory regimes that were adopted for private utilities and electric cooperatives, such as the Performance-Based Regulation (PBR) and Rules for Setting Electric Cooperatives' Wheeling Rates (RSEC-WR), respectively;

WHEREAS, the Amended DSOAR requires distribution utilities to adopt pro-forma agreements in preparation for Retail Competition and Open Access (RCOA);

WHEREAS, on February 11, 2013, the Commission received a petition for the adoption of a pro-forma Connection Agreement between a distribution utility and a contestable customer upon RCOA docketed as ERC Case No. 2013-002 RM;

WHEREAS, on February 25, 2013, the proposed pro-forma Connection Agreement was posted on the Commission's website directing all interested parties to file their respective comments thereon on or before March 11, 2013;

WHEREAS, on March 20, 2013, a public consultation was conducted in the Commission's Main Office to discuss the comments submitted by the following stakeholders: a) Manila Electric Company

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(MERALCO); b) Visayan Electric Company, Incorporated (VECO); c) Retail Electricity Suppliers Association (RESA); and d) Distribution Management Committee (DMC);

WHEREAS, after a careful consideration of the comments submitted by interested parties, the Commission deems it appropriate to adopt a pro-forma Connection Agreement to facilitate the smooth transition to a regime in which RCOA is already in place, to afford contestable customers the opportunity to evaluate it within a reasonable period prior to its commercial operations and to enable them to ease into the retail market;

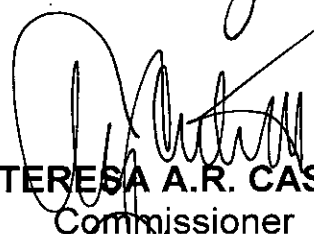
NOW, THEREFORE, be it **RESOLVED**, as the Commission hereby **RESOLVES** to **ADOPT** a pro-forma Connection Agreement (*copy hereto attached as Annex "A"*).

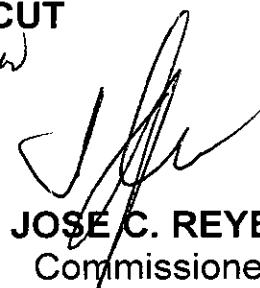
This Resolution and the attached pro-forma Connection Agreement shall take effect after fifteen (15) days following the completion of their publication in a newspaper of general circulation in the Philippines.

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

Pasig City, June 17, 2013.


ZENAIDA G. CRUZ-DUCUT
Chairperson


MARIA TERESA A.R. CASTAÑEDA
Commissioner


JOSE C. REYES
Commissioner


ALFREDO J. NON
Commissioner

(On Official Travel)
GLORIA VICTORIA C. YAP-TARUC
Commissioner

CONNECTION AGREEMENT

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

_____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at _____, duly represented by Mr. _____, (designation) and Mr. _____ (designation) hereinafter referred to as "**COMPANY**";

-and-

_____, duly organized and existing under the laws of the Republic of the Philippines, with principal office at _____, duly represented by Mr. _____, (designation) hereinafter referred to as "**CUSTOMER**";

"**COMPANY**" and "**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 _____;

WHEREAS, the **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 DU for Connection Assets and Services;

WHEREAS, Section 4 (c), Article I, of the Rules on Customer Switching provides that the "**Connection Agreement shall be entered into by a Contestable Customer and the DU**";

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WHEREAS, the **PARTIES** are willing to enter into a Connection Agreement for the **COMPANY** to provide distribution connection services to the **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 **CUSTOMER**. Energy supply, wheeling and other services that the **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 **CUSTOMER**, if any, are contained in the attached **Annex "A"**, which shall be deemed an integral part hereof.

Section 1.2. Connection Point. The **CUSTOMER** and the **COMPANY** agree that the Connection Point is as described in **Annex "B"** 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 "C"** 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 **CUSTOMER** is hereby fixed at _____kW.

Section 1.4. Standard Connection Facilities (SCF). The **CUSTOMER** understands that the facilities covered by this Agreement are limited to the SCF as particularly described in **Annex "B,"** 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.

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Unless otherwise amended by a subsequent written Agreement between the **CUSTOMER** and the **COMPANY**, or otherwise directed by a lawful authority, or a subsequent law, rule or regulation, the GMBD or SCC will be paid by the **CUSTOMER** to the **COMPANY** or, in case of a contestable customer, through the latter's Retail Electricity Supplier (RES) or Local Retail Electricity Supplier (Local RES) or Supplier of Last Resort (SOLR), as part of the **COMPANY**'s bill to such RES/Local RES or SOLR in accordance with the single billing policy of the ERC. Notwithstanding Article IV hereof, the GMBD or SCC shall continue to run, and be paid by the **CUSTOMER** in the manner prescribed herein, until all the facilities of the **COMPANY** are removed from the premises of the **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 non-discriminatory 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 **CUSTOMER** as provided for under Article IV of this Agreement. The **COMPANY** should adhere to the performance standards set by the ERC as approved under the Rules for Setting Distribution Wheeling Rates (RDWR) or Rules for Setting Electric Cooperatives Wheeling Rates (RSEC-WR) and any related rules and regulations.

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 **CUSTOMER**. All such equipment shall remain to be the property of the **COMPANY**.

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Section 2.3. Location and Maintenance of COMPANY's Equipment inside the CUSTOMER's premises. The **COMPANY** shall install its distribution line facilities, poles, wires, transformers and other equipment on the property of the **CUSTOMER** or within the buildings of the **CUSTOMER**, if necessary, at a point or points convenient, visible and readily accessible for inspection and maintenance. For these purposes, the **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 "C", if applicable, and other applicable government rules and regulations.

III. DUTIES AND RESPONSIBILITIES OF THE CUSTOMER

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

Section 3.1. Customer Equipment. The **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 **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 **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

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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 **CUSTOMER** shall notify the **COMPANY**, and its **Retail Electricity Supplier (RES)**, 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 **CUSTOMER**. Subject to a 48-hour prior written notice to the **CUSTOMER**, any violation of this clause shall be a ground for the termination of this Agreement.

Section 3.2. Warranty. The **CUSTOMER** warrants that any and all **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 **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 **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 **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 **CUSTOMER** or any third person, the **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 **CUSTOMER** shall be responsible for protecting the meters, wires, poles, cables, transformers and all other facilities and equipment of the **COMPANY** installed in **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 **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 **CUSTOMER** shall be liable for tampering, interfering with, or breaking seals of meters or other equipment of the **COMPANY** installed on the **CUSTOMER's** premises. The **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**. Under Section 1.8.2 of the amended DSOAR, a RES 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 DU facilities.

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

Section 3.7 Data Requirements and Contingency/Emergency Procedures. The **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 "C"**, if applicable, and other applicable government rules and regulations.

Section 3.8. Requirements for New Connections. If the **CUSTOMER** is a newly connected 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 **CUSTOMER** are ready for energization.

IV. DISCONNECTION AND INTERRUPTION OF SERVICE

The **COMPANY** shall disconnect the service of the **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 **CUSTOMER**, in order to execute any routine maintenance, repairs or modification to the **COMPANY's** or **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** 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 DU'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 customers, any respective RES, 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 1.8.5 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 **CUSTOMER** is no longer compliant with the provisions of the DSOAR, as amended, PDC, other applicable laws, or this Agreement.

Section 4.3. Customer with Retail Electricity Supplier (RES)/Local RES/Supplier of Last Resort (SOLR). If the **CUSTOMER** has a contract with a RES/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 **CUSTOMER** should the latter protest the disconnection; and

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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 **CUSTOMER's** RES/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 **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 **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 **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 RES/Local RES/SOLR has already settled its obligations to the **COMPANY**; and (iii) Section 4.4 when the **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 **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 **CUSTOMER's** non-compliance with the terms and conditions of this Agreement, or applicable laws, rules and regulations; (ii) upon request of the **CUSTOMER**; (iii) caused by any emergency or unsafe condition due to the fault of the **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 **CUSTOMER's** electric service has been disconnected for:

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

VI. LIABILITIES AND OBLIGATIONS

Section 6.1. Provision of Distribution Connection Service.

The **COMPANY**'s liability to the **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 **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 **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 DU has exercised due care and except for gross negligence of the DU.

Section 6.3. Force Majeure/Fortuitous Event/Other Event.

The **COMPANY** shall not be liable to the **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

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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.

Section 6.4. Cancellation and Modification during Processing. In the event that the **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 **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.

VII. EFFECTIVE TERM AND TERMINATION OF AGREEMENT

Section 7.1. Effectivity. This Agreement shall take effect upon execution hereof 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 **CUSTOMER** of R.A.

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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.

Section 8.2. Venue. Venue of any action arising hereunder or related to this Agreement, which is not under the jurisdiction of the ERC, shall lie exclusively in the city where the principal place of business or principal office of the **COMPANY** is located.

Section 8.3. 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 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. Warranties. The **PARTIES** represent and warrant to each other that: (i) the signatories to this Agreement are duly authorized to sign this Agreement, or any amendment thereto;

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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 8.6. Assignment of Rights. The **CUSTOMER** shall not assign its rights under this Agreement. In case the **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 **CUSTOMER** or terminate this Agreement, without prejudice to any action that the **COMPANY** may bring for the collection of any outstanding obligation of the **CUSTOMER** to the **COMPANY**.

Section 8.8. 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)
 (DU)
 (Date Signed)

Signature Over Printed Name
 (Designation)
 (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:

DU *any government issued id*
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 _____.