

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



RESOLUTION NO. 14, Series of 2013

**A RESOLUTION ADOPTING A PRO-FORMA DISTRIBUTION
WHEELING SERVICES AGREEMENT (DWSA) BETWEEN A RETAIL
ELECTRICITY SUPPLIER (RES) AND A DISTRIBUTION UTILITY (DU)
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 Distribution Wheeling Services Agreement (DWSA) between a Retail Electricity Supplier (RES) and a Distribution Utility (DU) upon RCOA docketed as ERC Case No. 2013-003 RM;

WHEREAS, on February 28, 2013, the proposed pro-forma DWSA 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 21, 2013, a public consultation was conducted in the Commission's Main Office to discuss the comments

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submitted by the following stakeholders: a) Manila Electric Company (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 DWSA 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 DWSA (*copy hereto attached as Annex "A"*).

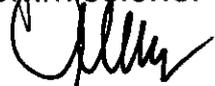
This Resolution and the attached pro-forma DWSA shall take effect after fifteen (15) days following the completion of their publication in a newspaper of general circulation in the Philippines.

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 *for*


MARIA TERESA A.R. CASTAÑEDA
Commissioner


ALFREDO J. NON
Commissioner


JOSE C. REYES
Commissioner

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

**DISTRIBUTION WHEELING SERVICE AGREEMENT
(For Retail Electricity Suppliers)**

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

_____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal offices 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 offices at _____, duly represented by Mr. _____ (designation), and hereinafter referred to as "Retail Electricity Supplier or **RES**";

"**COMPANY**" and "**RES**" 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 **RES** is duly licensed by the Energy Regulatory Commission (ERC) to sell, broker, market or aggregate electricity to contestable customers;

WHEREAS, the **RES** is desirous of availing of the Distribution Wheeling Service (DWS) offered by the **COMPANY**;

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;

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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 solely for the provision of DWS, which pertains to those services performed by the **COMPANY** for the conveyance of electricity through its distribution system in order to meet the demand of the customer of the **RES**. This Agreement does not constitute an Agreement to supply electricity to the **RES**.

Section 2. Provision of DWS. Subject to the terms and conditions of this Agreement, and applicable rules and regulations, the **COMPANY** shall provide DWS to the **RES** and the latter's customers under the technical specifications as specified in the attached Schedule with the concerned customer.

The **RES** shall not modify or allow the modification of the technical specifications without the written consent of the **COMPANY**. Should the **RES** or its customer intend to modify said specifications, the **RES** shall notify the **COMPANY** no less than thirty (30) business days in advance. Any incremental cost attributable to any modification in the specifications of the **RES** or its customer shall be made at the sole expense of the **RES**.

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

Section 4. Eligibility for DWS. A **RES** shall be eligible for DWS if it: (i) continues to possess all the eligibility requirements under the Distribution Services and Open Access Rules (DSOAR), as

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amended, Revised Rules for the Issuance of Licenses to Retail Electricity Suppliers and other pertinent guidelines, or any amendments thereto; (ii) has no undisputed outstanding debts with the **COMPANY**, the Transmission Service Provider (TSP), or the Wholesale Electricity Spot Market (WESM); and (iii) complies with the credit requirements approved by the ERC.

Section 5. Duties and Responsibilities of RES. The **RES** shall:

- a. Secure any required approvals, licenses, clearances from the ERC and/or other governmental agencies for its operation, including payment of any fees and execution of any applicable agreement;
- b. Require its customers to comply and maintain to comply with the technical specifications and requirements, and technical infrastructure/equipment standards prescribed by the **COMPANY**, as embodied in the Connection Agreement (CA) executed by said customer of the **RES** with the **COMPANY**, 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 requirements pertaining to the **RES** or its customer and payment of all related obligations to the other market participants;
- d. Be solely responsible for all contractual and billing matters, including disputes, relating to its customer; and
- e. Enjoin its customers not to engage in pilferage of electricity and monitor that its customer strictly complies with it.

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

- a. Subject to system constraints and performance standards approved by the ERC, make reasonable provisions to

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provide steady and continuous DWS to the customers of the **RES**.

- b. Comply with applicable laws, and pertinent government rules and regulations, as well as good utility practice;
- 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; and
- d. Protect the interests of the contestable customers in good standing.

Section 7. Additional Terms and Conditions. Any terms and conditions specifically applicable to the **RES'** Customer shall be specified in the applicable Schedule with the concerned customer, which shall be considered integral part hereof.

Section 8. Switching of RES' Customers. Switching of the customers of the **RES** shall follow the procedure laid down in the applicable rules and regulations.

- a. The switching of the **RES** customers shall not be allowed in the absence of the required switch approval from the Central Registration Body (CRB); and
- b. The **COMPANY** 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 **RES** shall hold the **COMPANY** free from any liability arising therefrom.

Section 9. Billing and Payment. The **COMPANY** shall bill the **RES** for all the charges stipulated under this Agreement and the applicable Schedule with the **RES'** Customer, 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 within _____ calendar days from the receipt of said bill by the **RES**. Any amount unpaid shall be charged with interest at the rate not to exceed 12% per annum from the date the bill was due to be

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paid. The payment of the interest is in addition to, and not in lieu of, all other rights and remedies otherwise available to the **COMPANY**.

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

Section 10. Bill Deposit. Prior to the commencement of the services to the **RES**' Customers, a bill deposit to secure payment of any outstanding regular bills shall be paid by the **RES** to the **COMPANY**, equivalent to the one (1) month estimated billing for all DWS Charges of the **RES**' Customer under Section 3 hereof, based on the latter's average billing in the immediately preceding twelve (12) months or in case of a newly connected **RES**' Customer, based on projected demand and/or energy of such customer. The **COMPANY** may likewise apply such bill 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 **RES**' Customers during a one (1) year period; or (ii) to replace any deposit previously applied to any outstanding bill, billing adjustment or differential billing; or (iii) to reflect the increase or decrease in load, or the number of the **RES**' Customers under this Agreement. Any excess or deficiency in the amount of bill deposit, after said adjustment, shall be correspondingly refunded through credit to bill to, or collected from, respectively, the **RES** by the **COMPANY**.

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

Section 11. Disconnection of Service of RES' Customers. Subject to prior notice to the **RES** by the CRB, the services of the **RES**' Customers shall be disconnected under any of the following circumstances:

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- a. **RES** fails 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 **RES** supply contract with its customer/s under Section 15 hereof;
- c. When the **RES** has not complied with any of the provisions of the DSOAR, PDC, other applicable laws, including any amendments thereon;
- d. In case of non-payment by the **RES** of its customer's final bill, or balance thereof, as a captive customer, in case of the latter's initial transfer from the captive to the contestable market;, as well as the customer's final bill, in case of regular switching.
- e. Violation of any of the terms and conditions of this Agreement by the **RES**;
- f. Other circumstances allowed by law or government rules and regulations; and
- g. In case of violation by the CUSTOMER of R.A. 7832, otherwise known as "Anti-electricity and Electric Transmission Lines/Materials Pilferage Act of 1994".

The **COMPANY's** exercise of its rights under this Article shall not entitle the **RES** 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 **COMPANY** 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

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COMPANY shall give advance notice to the **RES** within a reasonable time of said temporary discontinuance of DWS, in a manner allowed by the applicable rules and regulations. In any case, the **RES** shall be solely responsible in notifying its customers of the disconnection.

In case the DWS is temporarily discontinued under this Section, the **COMPANY** shall likewise effect the reconnection of the **RES'** Customer's service, when the **COMPANY'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. Disconnection of the RES' customer—upon request of the RES. In the event that the **RES'** Customer fails to pay the **RES** for service rendered by due date, the **COMPANY** shall disconnect the **RES'** Customer within 24 hours upon receipt of the request for disconnection from the CRB.

- a. **Validity of RES' Request for Disconnection.** The **COMPANY** shall not have any obligation to act upon the **RES'** request for disconnection. The **COMPANY** shall have the right to fully rely upon the request sent to it by the CRB. Absent any request from the CRB, the **RES** continues to be liable for all DWS billed by the **Company** for all delivered services to the customer of the **RES**.
- b. **RES' Customer pays the RES at the time of disconnection.** In the event that the **RES'** Customer pays the **RES** before the actual disconnection, the **COMPANY** shall, within 48 hours from its receipt of notice from the CRB, reconnect the services of the customer. Nonetheless, if the **COMPANY** was not properly notified within said period and the **COMPANY** has already effected the disconnection, the **RES** shall be liable to pay the disconnection fee and shall be solely responsible for all liability, including costs incurred and injury suffered by its customer as a result of its disconnection.
- c. **Customer Protest.** The **RES** shall be held solely liable for, and shall defend and hold the **COMPANY** free and harmless against, any protest, claims or damages by the

RES' Customer to the disconnection made by the **COMPANY** under this Section.

- d. ***Delinquency or Non-Payment of Bills of RES Customer.*** *The COMPANY shall not disconnect the services of RES customer/s due to non-payment of bills of another RES customer unless otherwise instructed by the CRB in accordance with existing regulation.*

The **RES** shall be liable to pay the appropriate disconnection fee for disconnections made under this Section.

Section 13. COMPANY's Inability to Effect Disconnection. In the event that the **COMPANY** is unable to exercise its right to disconnect under this Agreement and the applicable Schedule with the **RES'** Customer, despite due diligence and without fault on its part, and the **RES'** Customer continues to avail of DWS, the **RES** shall continue to pay the corresponding charges equivalent to the amount of DWS; Provided that, the **COMPANY** shall notify the **RES** of its inability to effect such disconnection within a reasonable time.

Section 14. Reconnection of the Customers' Service. Subject to prior notice to the **COMPANY** by the CRB, reconnection of the **RES'** Customer's service shall be effected by the **COMPANY**:

- a. In cases of Section 11(a) and 11(d), after the **RES** has settled its obligation with the **COMPANY**;
- b. In case of Section 11(b), if the contract executed between the **RES** and its customer has been renewed and the **RES** has requested the inclusion of its customer in the DWS;
- c. In case of Sections 11(c) and 11(e) when the **RES** presents proof to the satisfaction of the Company that the non-compliance and/or violation of the provisions of this Agreement, the DSOAR, as amended, PDC, and/or other applicable laws, has ceased.
- d. In case of 12(b), within the timeframe provided in said Section.

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Reconnection of the **RES'** Customer under Section 14(a), (b) and (c) 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 **RES'** Customer, the same shall likewise be subject to payment of appropriate reconnection-fees.

Section 15. Termination of RES' Contract with its Customer. Upon termination of the supply contract executed between the **RES** and its customer, the **RES** shall, within twenty-four (24) hours, notify the **COMPANY** of such fact. Thereafter, the **COMPANY** shall send a final billing to the **RES** covering the DWS of such customer, 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. After payment by the **RES** of the **COMPANY's** final billing, including any adjusted or differential bill/s, the **COMPANY** shall send a certification to the **RES** that all its bills for that particular customer have been paid. Should the **RES** fail to notify the **COMPANY** that its supply contract with its customer has been terminated, the **RES** shall continue to be liable for all the charges stipulated under this Agreement.

In case the termination of the supply contract of the **RES** with its customer was due to the reversion of the latter to the captive market, in addition to the foregoing paragraph, the discontinuance of DWS to such **RES'** 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 **COMPANY**. For the avoidance of doubt, prior to the effectivity of the discontinuance of the DWS to such **RES'** Customer, the **RES** shall continue to be liable to the **COMPANY** for the payment of charges as stipulated under Sections 3 and 9 hereof and the observance of the terms and conditions provided in this Agreement and the accompanying Schedule with its customer.

Section 16. Undelivered Energy, Damages and Other Losses. The **RES** understands that the **COMPANY** 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 19 or for reasons not attributable to the fault of the **COMPANY**, the **RES** 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.

Section 17. Supply Imbalances. The **RES** shall have the responsibility of procuring the full power supply requirement of its customers. It shall reimburse to the **COMPANY** the cost of any additional power supply requirement delivered to the **RES'** Customer but billed to the **COMPANY** by the Wholesale Electricity Spot Market (WESM), including any applicable interest, surcharge or penalties.

Section 18. Liability for Non-technical System Losses and Damages as a result of Pilferage. The **RES** shall be liable for non-technical system losses if it condones, colludes, conspires with, or engages in the pilferage of electricity or tampering of meters or facilities of the **COMPANY**. Condonation, collusion and conspiracy shall include, but not be limited to, the following instances: (a) when a **RES** has knowledge of pilferage of electricity committed or being committed by its customer and refuses or fails to report such fact to the **COMPANY**; and (b) when a **RES** or any of its employees or representatives assists or participates in the commission of pilferage of electricity by its customer. The **RES** shall likewise be liable for any damages caused to the **COMPANY** or third persons arising, or resulting, from such pilferage.

Section 19. Force Majeure/Fortuitous Event/Other Event. The **COMPANY** shall not be liable to the **RES** 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 the following:

- a. A typhoon, storm, tropical depression, flood, drought, volcanic eruption, earthquake, tidal wave or landslide;

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- 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 20. Amendment/Modification of Agreement. This Agreement, including the applicable Schedule with the **RES'** Customer, 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 **RES'** Customer, 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 21. 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 **RES'** Customer/s, as contained in the attached Schedule/s, after the execution date hereof, provided that such **RES'** Customer/s has/have validly executed Connection Agreement/s with the **COMPANY**.

This Agreement may likewise be terminated: (a) after due notice, for violation of any of the obligations set forth herein by any Party; (b) under Section 15, upon termination of the contract between

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the **RES** and its customer; and/or (c) without any need of prior notice: (i) under Section 4, when the **RES** is no longer eligible for DWS; (ii) when this Agreement is rendered invalid and/or unenforceable by law or competent authority; (iii) when the performance of any obligations under this Agreement has been rendered legally or physically impossible; (iv) in case of the **RES'** failure to pay the bill deposit or the corresponding adjustment thereon; and (v) in case of violation of R.A. 7832 otherwise known as "*Anti-electricity and Electric Transmission Lines/Materials Pilferage Act of 1994*" either by the **RES'** own act or if the **RES** has condoned, colluded or conspired with its End-use customer.

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 22. Delivery of Notices. All notices, letters and/or communications shall be addressed to the following:

For the COMPANY:

Name: _____
 Mailing Address: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____
 Billing Address: _____
 (both electronic and postal)

For the RES:

Name: _____
 Mailing Address: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____
 Billing Address: _____
 (both electronic and postal)

ERC License Number: _____

Either Party may change the above information through written notice to the other Party.

Section 23. 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 24. 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 25. Assignment of Rights. The **RES** 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 **RES** shall advise the **COMPANY** of such fact in writing, within thirty (30) calendar days from the effective date thereof. Violation of this provision shall give the **COMPANY** the right to terminate this Agreement, without prejudice to any action that the **COMPANY** may bring for the collection of any outstanding obligation of the **RES** to the **COMPANY**.

Section 26. 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) 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 **COMPANY** is located.

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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)
(DU)
(Date Signed)

Signature Over Printed Name
(Designation)
(RES)
(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
RES

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 _____.