



Mutual Relations Agreement for Supplier's [Usage of; Access to] the Distribution System [*on behalf of Eligible Customers*]¹

This Agreement (the "Agreement") made this ___ day of _____, 20___, between [distribution system operator], a company duly organized under the laws of Bosnia and Herzegovina with a principal place of business at _____ ("DSO"), and [name of supplier], a company duly organized under the laws of _____ with a principal place of business [in Bosnia and Herzegovina] at _____ ("Supplier"). In this Agreement, DSO and Supplier are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. BASIC UNDERSTANDINGS

1.1 The legal ground for the execution of this Agreement is [cite to relevant laws and Market Rules, Eligible Customer rules, and Gen. Conditions of Supply]. Any aspect of the Parties' transactions relative to the subject matter of this Agreement that is not fully addressed by this Agreement, but is addressed in one of these Laws, is governed by the applicable Law. Each Party agrees at all times during the Term of this Agreement to comply with all applicable Laws relevant to the performance of their obligations under this Agreement.

1.2 Supplier is duly licensed by the [relevant Commission] to supply Eligible Customers in the DSO's service territory with electric power.

1.3 Supplier intends to enter into agreements for the sale of electric power to certain customers that have been awarded the status of Eligible Customer in accordance with the Rule Book on Eligible Customers [Supply]. [*These agreements will authorize Supplier to obtain Distribution Services on behalf of Eligible Customers.*]

1.4 Supplier has produced or procured (or will produce or procure) a sufficient quantity of electric power to supply those customers and has made (or will make) the necessary arrangements with the Transmission Company and Independent System Operator (ISO) for the transmission of such electric power to DSO's Network.

1.5 Supplier is executing this Agreement with the DSO [*on behalf of its Eligible Customers*] to ensure that any and all necessary arrangements are in place for the delivery of said electric power to Supplier's customers in sufficient quantity and at all relevant times as required to satisfy any and all applicable agreement terms.

¹ This template assumes the "All-Inclusive" approach to the DSO/Supplier relationship is used; *italicized* bracketed language in this template is to be added for the "Separate Contract" model.

This template is made possible by support from the American People sponsored by the United States Agency for International Development (USAID). The contents are the sole responsibility of the author/s and do not necessarily reflect the views of USAID or the United States Government.



2. DEFINITIONS

Unless otherwise defined in this Agreement or the context otherwise requires, the following terms shall have the following meanings:

“Agreement” means this Distribution Agreement [and all its schedules].

“Authorized Representatives” means the persons designated by each Party under Paragraph 14, or their successors.

“Balance Responsible Party” (“BRP”) means the market participant registered with the ISO that has the financial responsibility under the applicable Market Rules for the net imbalance of the Eligible Customers. For purposes of this Agreement, the BRP is _____ [identify].

“Base Security” means the initial amount and form of financial security set forth in Annex 1.

“Business Day” means any day (other than a Saturday or Sunday) on which banks are open for business in Bosnia and Herzegovina.

“Commencement Date” shall have the meaning set forth in Paragraph 13.

“Commission” means [insert name of relevant Commission].

“Delivery Point” means the point in the distribution Network where the quantity of electricity and/or capacity which the end user takes is measured and which is located at the point dividing responsibility for the taken electricity between the DSO and the Network user.

“Distribution Services” means the delivery of the Energy over the distribution Network to the Eligible Customer.

“Electronic Data Transfer System (EDT)” means [describe system used – e.g., XML/EDIFACT] [Use/define whatever terminology applicable to EPs’ systems, if in existence, or regional systems]

“Eligible Customer” means a purchaser or all purchasers (depending on the context) of electricity in the DSO’s service territory that meet the requirements of the Rulebook on Eligible Customers [Supply] and that have entered into a Supply Agreement with Supplier.

“Energy” means electric power delivered under the Supply Agreement.

“Force Majeure” shall have the meaning set forth in Paragraph 8.

“Interconnection Point” means the [identify relevant connection points (substations) to transmission facilities]

“Law or Laws” means the applicable laws and secondary legislation governing the supply and distribution of electricity in Bosnia and Herzegovina as they may be changed from time-to-time, together with all applicable codes, industry agreements or license conditions.

“Network” means the infrastructure necessary to deliver electricity from the producer to the end-user and can be either transmission facilities (i.e., high voltage) or distribution facilities (i.e., middle and low voltage), as the context indicates.

“Pass Through Charges” means any third party charges incurred by the DSO or Supplier from time to time in connection with the distribution or supply of Energy under this Agreement, including charges for transmission Network services, Value Added Tax (VAT) and any other tax, duty or levy imposed with respect to the Energy supplied or distributed.

“Schedule” means the timetable of all generation/purchases and consumption/sales submitted by each BRP to the ISO on a daily basis.

“Supply Agreement” means the agreement between the Supplier and Eligible Customer for the sale and purchase of Energy.

“Term” means the period from the Commencement Date to the date of termination in Paragraph 15.

3. OBLIGATIONS OF THE PARTIES

3.1 The DSO Obligations

3.1.1 As of the Commencement Date and during the continuance of this Agreement the DSO undertakes to make available its Network and to deliver, constantly, continuously and uninterruptedly, Energy to the Eligible Customer at the Delivery Point in the quantities specified in Annex 1 to this Agreement subject to there being no occurrence of an Event of Force Majeure or Unscheduled Interruption Event (as defined in Paragraphs 8 and 9).

3.1.2 The DSO will perform all metering functions for Eligible Customers during the Term of Agreement, in accordance with the General Conditions of Supply and applicable codes. [*Supplier will include in its Supply Agreements an obligation for the Eligible Customer to provide the DSO access to their property for purposes of meter reading and maintenance, and to comply with the General Conditions of Supply with regard to end users’ responsibilities for metering and meter equipment.*] All metered accounts will have either an actual meter reading, or an estimated reading and usage if an actual meter reading is not available. For unmetered accounts, usage will be imputed in accordance with any applicable tariffs or other calculation procedure approved by the Commission.

3.1.3 The DSO shall make information and other customer notices available to Supplier in a timely manner for dissemination to customers pursuant to Paragraph 3.2.4.

3.1.4 The DSO shall disconnect an Eligible Customer at the request of Supplier if the Eligible Customer has breached its payment or other material obligations under the Supply Agreement, pursuant to DSO’s disconnection policies and the General Conditions of Supply.

3.2 The Supplier Obligations

3.2.1 The Supplier shall pay for the Distribution Services the price provided in Paragraph 4. [*The Supplier will bill Eligible Customers for Distribution Services at the price provided in Annex 1.*]

3.2.2 The Supplier will inform the DSO on the quantity of Energy to be delivered by Supplier through the ISO to the Interconnection Point no later than _____ [harmonize with daily or weekly deadlines for schedule as required by the ISO or DSO].

3.2.3 The Supplier shall have and maintain [describe electronic data exchange system (EDT) – can be added to definitions] compatible with DSO’s [EDT]. Supplier is responsible for all initial and subsequent testing of [the EDT], and related costs.

3.2.4 Supplier shall be the single point of contact to Eligible Customers concerning their Energy services. Supplier shall provide to customers in an appropriate manner (e.g., in the invoice, by separate mailing, on its website, or by telephone or electronic communication, as the circumstances require) any notices, curtailment requests, outage information, or such other information regarding Network services as requested by DSO in accordance with applicable Laws.

3.2.5 Supplier shall be responsible for any penalties, fees, or sanctions imposed on the DSO by any government agency having jurisdiction, if such penalty, fee or sanction is caused by Supplier’s failure or breach of its obligations under this Agreement.

3.2.6 Supplier shall be responsible to submit specific identification data [EIC Code] on all of Supplier’s customers in order for the DSO to be able to process metering data by supplier to be sent to the Balance Responsible Party financial settlement of imbalances.

4. QUANTITY DELIVERED AND PRICE

4.1 The Parties have agreed that the DSO will make available its Network in order to deliver the quantities of Energy that the Supplier will sell to Eligible Customer from the Interconnection Point to the Delivery Point. [*Eligible Customers*] On or before the ___ business day of each calendar month, the DSO will inform the Supplier [using EDT method] regarding the total quantity of Energy delivered to the Delivery Point of each Eligible Customer in the previous month.

Each Party shall be responsible for archiving data necessary for meeting its own business requirements.

4.2 The price that Eligible Customers shall pay to the Supplier for the Distribution Services component of their invoice is provided in Annex 1. DSO shall notify Supplier of any approved changes to the rates in Annex 1 at least ___ days prior to the effective date of the rate change so



that Supplier can insert and test the rate change in its billing system for implementation before the next applicable billing cycle.

4.3 In the absence of any variation communicated to the other Party pursuant to Paragraph 14 below, the quantity of Energy to be delivered by the DSO shall be in accordance with specifications provided in Annex 1 to this Agreement, and no further confirmations or agreements shall be required.

5. BILLING AND PAYMENT

5.1 Combined Billing

5.1.1 Supplier agrees to provide billing services to the DSO under the terms set forth in Annex 1. *[Supplier acknowledges that it is collecting all amounts owed to DSO hereunder as DSO's agent and, to the extent that such collected amounts are required to be paid by Supplier to DSO pursuant to Paragraph 5.3, such amounts upon collection constitute property of DSO.]* Bills issued to Eligible Customers shall include DSO's toll-free telephone number for customer inquiries concerning reliability issues.

5.1.2 The Supplier shall use the data provided to it by DSO under Paragraph 4.1 as the basis on which to calculate and issue bills that shall be delivered to each Eligible Customer in accordance with the General Conditions of Supply. Each invoice sent from the Supplier to the Eligible Customer shall be in a format consistent with applicable rules and shall set forth the amount of Energy consumed by the Eligible Customer in the immediately preceding month, the amount of Balancing Energy consumed by the Eligible Customer in the immediately preceding month (if applicable), a computation of the amounts due for Distribution Services in respect of such month and a computation of any Pass Through Charges in respect of Energy supplied as may then be due and payable by the Eligible Customer.

5.1.3 In the event adjustments or corrections to invoices are required as a result of inaccurate metering of the Energy and/or Balancing Energy or other errors in computation or billing, the Parties shall promptly recompute amounts due from or to each other during the period of inaccuracy and otherwise correct any errors in such invoice or in the following invoices.

5.1.4 *[The Supplier shall take steps to ensure that any invoice is settled by the Eligible Customer in full at the latest by the _____ day following the date of Supplier's receipt of the invoice from the DSO (the "Due Date").]*

5.2 Eligible Customer Payments

5.2.1 Supplier shall collect payment for Energy and Distribution Services billed under Paragraph 5.1.2 to Eligible Customers.

5.2.2 If the Eligible Customer, in good faith, disputes an invoice, it will have to provide to the Supplier a written explanation of the basis for the dispute; *however, Supplier will require*



Eligible Customers to make payment of the invoice no later than the Due Date regardless of the dispute they might have, and Supplier shall in turn forward the Distribution Services component of such payments to DSO]. The DSO and Supplier shall cooperate to resolve the dispute and respond to the Eligible Customer setting forth what adjustment will be made, or the basis for the refusal to make an adjustment, within 15 days following the receipt of the written communication from the Eligible Customer.

5.2.3 *[Partial payments from customers shall be allocated between Supplier and DSO pro rata on the basis of each Party's share of the total invoice.]*

5.3 Supplier Payments to DSO

5.3.1 Unless otherwise instructed in writing by an authorized representative of the DSO, all payments by the Supplier to the DSO under this Agreement shall be made according to the instruction that the DSO will give in writing to the Supplier before the Commencement Date.

5.3.2 In the case of any delay in payment by the Supplier to the DSO, an additional charge equal to ___% [interest allowed by law] in relation to any amount overdue, from the date that such payment was due (Due Date) to the date that payment is received by the DSO.

5.3.3 Supplier will charge applicable fees to the DSO to cover the incremental cost of providing basic bill issuance, bill calculation, and collections. As soon as practicable after the end of each month during the Term of this Agreement, the Supplier shall supply to the DSO its invoice for such charges, to be calculated as set forth in Annex 1. [Indicate if netting allowed.]

5.3.4 The Supplier shall be solely responsible for the calculation, billing, collection and remittance of any Value Added Tax (VAT) and any other tax, duty or levy imposed with respect to the Energy supplied or distributed.

6. CREDIT SUPPORT

The financial security requirements imposed on the Supplier by the Commission shall be administered by the [Commission, DSO?]. Annex 1 indicates the form or forms of financial security that Supplier initially will furnish to DSO in order to satisfy the Base Security requirements, including whether the Base Security amounts will decline during the Term of this Agreement. The Parties acknowledge that the amount of the Base Security is based on the current quantity of Energy to be distributed, number of Eligible Customers, and financial condition of Supplier and that this amount may be increased or decreased as changes in circumstances warrant, in accordance with the terms of Annex 1.



7. CONFIDENTIALITY

The Parties agree that certain data and documents transmitted by any Party to the other may be and must remain confidential. Accordingly, save as may be required by Law, each Party shall not communicate to any third party (other than its auditors or legal or financial advisers, its correspondent bank or any governmental or supervisory body having jurisdiction over that Party) any information designated as confidential by the disclosing Party without the prior written consent of the other Parties hereto. To the extent that information must be disclosed, a Party required to make the disclosure shall notify the other Parties and use reasonable efforts to seek protection of the disclosed information from further disclosure. Each Party shall endeavor to maintain the confidentiality of customer-specific information and will comply with applicable laws regarding the same.

8. FORCE MAJEURE

8.1 Event of Force Majeure. Unless otherwise expressly provided in this Agreement, no Party shall be considered to be in breach of this Agreement to the extent that it proves that a failure to perform its obligation under this Agreement is due to an Event of Force Majeure. An “Event of Force Majeure” is an unforeseeable event, condition or circumstance beyond or outside the reasonable control of a Party that prevents that Party’s ability to perform some or all of its obligations under this Agreement. Events of Force Majeure shall include (without limitation) serious natural disasters such as floods, earthquakes, storms, lightning, landslides, epidemic; war, explosion, insurrection, labour disputes; material breakdowns in machinery and/or equipment in the DSO’s Network, as well as the failure of the ISO to transmit Energy to the DSO’s Network, which according to the good principles of industry could not be prevented or repaired; and the events provided by the General Conditions of Supply.

8.2 Response to an Event of Force Majeure. Each Party shall remove, as soon as practically possible, the cause of any delay or interruption in its compliance with its contractual obligations set out in this Agreement, and shall take such reasonable steps as are necessary to limit any damages to the other Party. If a Party becomes aware of an Event of Force Majeure that will affect some or all of its obligations under this Agreement, it will immediately inform in writing the other Party of the occurrence (and termination) of an Event of Force Majeure and will provide a full and complete report of the event and the reasons why the event may have the effect of preventing its compliance with the terms of this Agreement. In the interest of time, such communication could be effectuated also via phone, but will have necessarily and promptly to be followed by a communication in writing.

8.3 Performance to Continue. Upon the occurrence of an Event of Force Majeure, the affected Party shall undertake its best efforts in order to:

- (a) continue to perform the obligations under this Agreement so far as reasonably practicable, exchanging precise information about the quantity of Energy that is able to deliver – depending on the circumstances – on a daily basis; and



- (b) minimize the consequences relating to such Event of Force Majeure.

9. UNSCHEDULED INTERRUPTION EVENT

9.1 If any of the following events will occur (the Interruption Event), the DSO has the right to interrupt the delivery of Energy to the Eligible Customer, as long as the Interruption Event will continue. Such events are:

- (a) Maintenance work performed by the DSO on its Network in accordance with Paragraph 9.2 and applicable Laws and codes;
- (b) When the DSO is obliged to apply load shedding for purpose of reliability of the power system complying with load shedding schedule approved by the Commission [ISO?]; or
- (c) Nonpayment of invoice by the Eligible Customer within ___ days from the Due Date.

9.2 In order to allow the Supplier to take suitable measures, the DSO will inform the Supplier in writing, 15 days prior to starting the maintenance work. Such notice, which entitles the DSO to start maintenance work without prior approval by the Supplier, will specify the durations of the maintenance work, and the object where such work will be performed. The DSO will do its best efforts in order to finish as soon as practicable the maintenance work and minimize the inconvenience for Eligible Customers.

10. DEFAULT

10.1 For purposes of this Agreement, each of the following shall constitute an event of default (“Event of Default”) with respect to a Party (the “Defaulting Party”) if such event is not excused by Force Majeure:

- (a) failure by the Defaulting Party to make, when due, any payment or any delivery of Security required under this Agreement if such failure is not remedied within three (3) Business Days after written notice of such failure is given by the other Party (the “Non-Defaulting Party”), provided that such payments shall not be the subject of a good-faith dispute;
- (b) a general assignment for the benefit of creditors made by the Defaulting Party;
- (c) the filing of a petition or commencement, authorization or consent by the Defaulting Party to the commencement of a proceeding, or cause of action, under any bankruptcy or similar law for the protection of creditors;
- (d) the filing of a petition commencing a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors against Defaulting Party and



such petition, proceeding or cause of action not being stayed, withdrawn or dismissed within sixty (60) days after such filing;

(e) the Defaulting Party being declared bankrupt by a court of competent jurisdiction;

(f) the written admission of the Defaulting Party of its inability to pay its debts generally as they become due;

(g) revocation or termination of the license of the Defaulting Party by the Commission;
or

(h) failure by the Defaulting Party to perform any other of its material obligations hereunder in accordance with the requirements of this Agreement, or if any material representation or warranty made by the Defaulting Party hereunder proves to be false or misleading in any material respect, if either event, if capable of cure, shall not be cured within fifteen (15) days following receipt of written notice pursuant to Paragraph 14 demanding such cure.

10.2 In the Event of Default by Supplier, the DSO has the right to:

(a) designate a Supplier of Last Resort under the Rulebook on Eligible Customers [Supply] to serve Supplier's Eligible Customers, and suspend performance of this Agreement until the Event of Default is remedied or the Agreement terminated;

(b) withhold any payments due to Supplier under any transactions contemplated hereunder; and/or

(c) use any Security provided by Supplier to cover the costs of Supplier's default, provided that such use is consistent with applicable law.

11. LIMITATION OF LIABILITY; INDEMNITY

11.1 Supplier and DSO each hereby indemnifies the other in relation to any breach of its obligations under this Agreement. Neither Party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure under Paragraph 8, save that the occurrence of an event of Force Majeure shall not excuse the Parties from any obligation to make payments of money under this Agreement.

11.2 Neither Party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.



11.3 In the event of a failure of Network service, DSO shall be liable to Supplier for the amount of any claims of Eligible Customers for such failure that have been satisfied by Supplier. Notwithstanding this provision, DSO's liability to Supplier for Network failures shall not exceed nor duplicate DSO's liability to the Eligible Customer for the Network failure. Satisfaction of the Eligible Customer's claim by the DSO shall satisfy the Supplier's claim for the same Network failure. *[In the event of a failure in Network service, Supplier will forward any claims received from Eligible Customers to the DSO and shall not have any liability to the Customer for such Network failure.]*

11.4 The exclusions and limitation of liability in this Paragraph 11 shall survive the termination of the Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either Party.

11.5 Nothing in this Paragraph 11 shall release the Supplier from its obligation to pay the DSO in accordance with Paragraph 5.3.

12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

12.1 This Agreement shall be governed by and construed in accordance with the laws of Bosnia and Herzegovina.

12.2 If any disagreement arises on matters concerning this Agreement, the disagreement shall be referred to the Authorized Representatives of each Party, who shall attempt to resolve timely the disagreement. If those representatives can resolve the disagreement, that resolution shall be reported in writing to and be binding upon the Parties. If those representatives cannot resolve the disagreement within a reasonable time, or a Party fails to appoint a representative within 10 (ten) days of written notice of the existence of a disagreement, then the matter shall be resolved as provided below.

12.3 If the Parties fail to resolve such a dispute or disagreement, the issues shall be addressed to the Commission for arbitration.

13. AUTHORISATION AND CONDITIONS PRECEDENT

13.1 The Parties represent and warrant that they have obtained or are presently obtaining any necessary authorizations and licenses required for the fulfillment of their obligations under this Agreement.

13.2 The provisions of this Agreement, other than this clause (which will enter into force immediately after the signing by both Parties), shall enter into force after all the following conditions are fulfilled (the "Commencement Date"):

- (a) Signing by both Parties;



- (b) A confirmation in writing of the Supply Agreement between the Eligible Customer and Supplier [*and that Eligible Customer authorizes Supplier to act on the Eligible Customer's behalf to secure Distribution Services. The Supply Agreement shall contain the information provided in Annex 2*]. Such confirmation from the Eligible Customer will indicate also when Supplier shall start delivery of Energy at the Delivery Point. Such confirmation shall have attached a copy of the agreement(s) entered into between the Eligible Customer and Supplier (supply prices and other confidential information may be omitted);
- (c) Proof that the Supplier has the technical capability to interact with DSO's [electronic data transfer system, "EDT"] and successful completion by the Supplier (or evidence of successful completion) of [DSO's training in applicable EDT methods/standards, etc.]; and
- (d) Supplier's posting of Base Security.

14. NOTICES; AUTHORIZED REPRESENTATIVES

14.1 Soon after the signing of this Agreement, each Party shall designate in writing an authorized representative (the "Authorized Representative(s)") who shall be authorized and shall have the authority to act on behalf of the Party.

14.2 Notices, invoices (save as provided in article 4.1 and 4.3 above) or other documents sent by one Party to the other in relation to this Agreement shall be sent to the following:

For the DSO:

For the Supplier:

15. TERM AND TERMINATION

15.1 This Agreement shall continue in effect from the Commencement Date until _____. Before the expiry of said period, Parties will agree in writing to any extension to this Agreement. [If Agreement continues for an indefinite period until cancelled by either Party on 30 days' written notice, or other contingency, delete second sentence.]

15.2 The DSO may terminate immediately the Agreement by giving the Supplier a written notice if:

- (a) The license of Supplier is terminated or revoked;
- (b) The Supplier becomes bankrupt or insolvent, has a receiving order issued against it, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is



- appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (c) In case Supplier fails to pay within _____ days from the Due Date the invoice issued by the DSO; or
 - (d) Supplier fails to provide adequate credit support under Paragraph 6 within ___ days of DSO's request.

16. MISCELLANEOUS

16.1 This Agreement may only be amended by a written document signed by both Parties.

16.2 Neither Party may assign this Agreement or any of its rights or obligations hereunder except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may, without the consent of the other Party and without relieving itself from liability hereunder, but subject to any required Commission approval:

- (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements;
- (b) transfer or assign this Agreement to an affiliate of such Party (which affiliate shall have a creditworthiness equal to or higher than that of such assigning Party); or
- (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of the assigning Party (which such person or entity shall have a creditworthiness equal to or higher than that of such assigning Party); provided, however, that in each such case, any such assignee shall be licensed under applicable Laws to provide supply or Distribution Service, as the case may be, and shall agree in writing to be bound by the terms and conditions hereof and so long as the assigning Party delivers such tax and enforceability assurance as the non-assigning Party may reasonably request.

Any assignment in violation of this Paragraph 16.2 shall be void.

16.3 All references to days shall be to calendar days unless otherwise expressly provided.

16.4 In the event of any conflict between a term of this Agreement and any applicable Law, then the applicable Law shall govern.



17. EXECUTION IN COUNTERPART

17.1 This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each Party shall retain at least one original signed copy of this Agreement.

17.2 Each Party represents and warrants to the other that the signatories to this Agreement on behalf of both Parties are duly and validly authorized and that this Agreement constitutes a valid and legally binding obligation of each Party enforceable against it in accordance with its terms.

18. FINAL PROVISION

Due to the need to have a good level of flexibility during the transition to and initial period of full market opening, the Parties expressly undertake and promise: (i) to take actions that are reasonable, in good faith, consistent and necessary to maintain continuity of service and this Agreement in existence; (ii) negotiate and amend this Agreement should this be necessary as a consequence of change in laws or regulations; (iii) save as otherwise provided in this Agreement, not terminate this Agreement or suspend the fulfillment of any obligation under this Agreement, pending resolution of any dispute.

Dated: _____, 20__.

For and on behalf of
the DSO

For and on behalf of
the Supplier

Director

Director

Date:

Date:



ANNEX 1

A. PRICING

[Insert approved tariff prices by customer category, by element (e.g., including demand charge, block rates)]

B. QUANTITY OF SUPPLY

[Insert method for determining load of Supplier and scheduling requirements; any connection requirements; capacity, etc.]

C. QUALITY OF SUPPLY

[Insert specific provisions regarding conditions and manner of operations, level of impact on the grid as required by the FERC GC – also include any requirements for medium voltage customers concerning feedback, and “method of collection, checking and submitting measuring and accounting data” as stated in RERS/ Brčko GCs]

D. PAYMENT FOR BILLING SERVICES

[List per customer charges for Supplier’s billing and collections services provided to DSO]

E. SECURITY

[Insert required credit support commensurate with the risk to DSO of Supplier’s nonpayment of collected amounts; amount commensurate with risk of non-payment of VAT and other government taxes/levies; etc. – can have provisions allowing for decrease or increase during term of service depending on aggregate load, remaining term, downgrade in credit, etc. – the amount should be calculated by or pursuant to a formula adopted by the Commission]

[Consider necessity of any performance assurance from DSO.]

Any dispute with respect to the required Security shall be submitted to the Commission for resolution and any determination by the Commission shall be final and binding upon on the Parties.