

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), dated 09 June 2026, is entered into in Pasig City, Philippines, by and between:

The **PHILIPPINE COMPETITION COMMISSION** ("PCC"), a government agency, created and existing under Republic Act No. 10667, otherwise known as the Philippine Competition Act ("PCA"), with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Executive Director, **Kenneth V. Tanate, PhD.**

- and -

The **INDEPENDENT ELECTRICITY MARKET OPERATOR OF THE PHILIPPINES INC.** ("IEMOP"), a non-stock, non-profit corporation established in accordance with Philippine laws, with address at 9th Floor Robinsons Equitable Tower, ADB Avenue, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **Robinson P. Descanzo.**

(The PCC and IEMOP are individually referred to in this Agreement as a "Party" and collectively, as the "Parties".)

RECITALS

- (A) The PCC was organized and created under the Philippine Competition Act as an independent quasi-judicial body vested with the original and primary jurisdiction over the enforcement of the PCA. This includes, among others, the power to conduct inquiries, investigations, and review of mergers and acquisitions subject to compulsory or voluntary notification, and adjudication of cases involving anti-competitive agreements, abuses of dominant position, and prohibited mergers and acquisitions.
- (B) Pursuant to Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 ("EPIRA"), the Wholesale Electricity Spot Market ("WESM") was established to provide a mechanism for identifying and setting the price of actual variations from the quantities transacted under contracts between sellers and purchasers of electricity.
- (C) IEMOP was incorporated to become the Independent Market Operator ("IMO") of the WESM pursuant to the EPIRA, its Implementing Rules and Regulations, and the joint endorsement by electric power industry participants and the Department of Energy ("DOE").¹

¹ Through DOE Circular No. 2018-01-0002, "Adopting Policies for the Effective Transition to the Independent Market Operator of the Wholesale Electricity Spot Market"

- (D) As WESM's Independent Market Operator, IEMOP receives, processes, retains, and publishes market information, and prepares reports relating to WESM operations.
- (E) The WESM's objective of creating a level playing field among WESM participants is consistent with the PCC's mandate to prevent economic concentration that will unduly stifle competition.
- (F) Each Party has obtained all approvals and has performed all actions necessary to authorize it to enter into this Agreement.

NOW, THEREFORE, premises considered, the Parties hereby mutually agree to the following:

ARTICLE I GENERAL PURPOSE

Section 1.1. In recognition of the significant efficiency gains of working together towards a harmonized approach in performing their respective duties and functions, the Parties have agreed to formalize their understanding on the acceptable modes of coordination, cooperation, and capacity building between them particularly in the enforcement of the PCA in the electric power industry.

ARTICLE II COORDINATION AND COOPERATION

Section 2.1. Competition Concerns.

The PCC shall give guidance to IEMOP in determining what would constitute anti-competitive conduct or agreements, and other actual or potential competition concerns, as defined under the PCA.

Section 2.2. Consultative Meetings.

The Parties may conduct consultative meetings regarding matters of common concern, including the Regular Reports under Section 3.1 and the monitoring of any competition concerns arising from activities in the WESM.

Section 2.3. Capacity-Building.

Subject to availability of resources and operational considerations, the Parties may agree to organize joint capacity-building activities to enhance the knowledge and skills of their key personnel involved in undertaking functions related to the implementation of this Agreement. WESM participants may also be invited to join such activities.

2.3.1. Scope of Collaboration.

In the implementation of this Agreement, the Parties undertake to cooperate within the framework of their respective mandates and

authority. Collaborative projects and activities undertaken by the Parties shall focus on promoting market competition in the electric power industry, which may be in the form of:

- a. roadshows, courses, workshops, or specialized trainings;
- b. joint or coordinated competition advocacy activities; and
- c. any other activity as may be mutually agreed upon in writing by the Parties.

2.3.2. Implementation of capacity-building activities.

A separate memorandum of agreement shall be executed to govern specific capacity-building activities and define the duties of each Party, including the sharing of resources in the conduct of said activities.

ARTICLE III ACCESS TO AND USE OF INFORMATION

Section 3.1. Regular Reports.

IEMOP shall regularly furnish the PCC with the information and documents listed in Annex "A" hereof (which Annex shall form an integral part of this Agreement) (the "Regular Reports").

Section 3.2. Transmittal of Regular Reports to the PCC.

IEMOP shall furnish the Regular Reports through the File Transfer Protocol ("FTP") set-up wherein PCC's server will automatically receive such reports from IEMOP's server upon their availability. The Parties may execute a separate agreement for the FTP set-up in order to guarantee information security and confidentiality. Pending the completion of the FTP set-up, IEMOP shall grant PCC access to its Market Information Databank ("MIND"), which is an online repository of IEMOP's information and data made available to all WESM trading participants.

Section 3.3. Access to Other Information and Documents.

The PCC may request IEMOP to provide information and documents other than those enumerated in Annex A or what is regularly uploaded or made available by IEMOP in either the MIND or the FTP set-up, which the PCC deems necessary for the effective enforcement of this Agreement, the PCA, or other competition-related laws.

Said request shall be made in accordance with Section 4.2, and IEMOP shall provide access to the requested information and documents within fifteen (15) days from receipt of such request; Provided, that such requested information or document is available.

Further, IEMOP shall promptly inform the PCC in writing if the requested document or information is not available, stating the reasons for its

unavailability and, if possible, providing an estimated timeframe for when it may be accessible or suggesting alternative documents or information that may address the request.

In case of an urgent request for information and documents, IEMOP shall provide the same within five (5) working days from receipt thereof.

Section 3.4. Use of Regular Reports and other Documents.

The use of any information and documents obtained pursuant to this Agreement by the Parties shall be within the purposes deemed consistent with the objectives of this Agreement as well as the respective mandates of the Parties.

The PCC may request assistance from IEMOP in relation to its observations on the data or information provided by the latter under this Agreement. IEMOP shall respond to such request within five (5) working days from receipt thereof.

Section 3.5. Confidential Information.

For the purposes of this Agreement, Confidential Information pertains to any document, record, data, or other information of a confidential and/or classified, private, or privileged nature, arising from or in any way related to this Agreement or laws relating to Confidential Business Information under the PCA, that have been furnished, directly or indirectly, by one Party to the other.

3.5.1. Confidentiality.

Except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without the prior written consent of the other, divulge or provide Confidential Information to any third-party.

To this end, the Parties shall:

- a. use the Confidential Information only for the purposes stated in this Memorandum of Agreement or in the attached Undertaking;
- b. use all reasonable means to protect the Confidential Information from unauthorized reproduction or disclosure in the same manner as the receiving Party treats its own confidential and proprietary information; and
- c. immediately notify the other Party in case of breach of any obligation under this Memorandum of Agreement or in the Undertaking and exhaust all available remedies to mitigate the damage or injury that the breach may cause to the other Party.

Further stipulations as to confidentiality are embodied in the Undertaking of Confidentiality, attached hereto as Annex "B".

**ARTICLE IV
AUTHORIZED REPRESENTATIVES AND NOTICES**

Section 4.1. Authorized Representatives.

The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Agreement:

For PCC:

Subject	Authorized Representative	Email Address
<i>For MOA administration, merger review, enforcement-related concerns, general legal concerns, and other competition concerns</i>	Executive Director	[REDACTED] cc: [REDACTED]

For IEMOP:

Subject	Authorized Representative	Email Address
<i>For MOA administration; market monitoring and assessment; general legal concerns; and other concerns.</i>	President & CEO	[REDACTED]

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Agreement. Any change in the designated Authorized Representative(s) of each Party shall be immediately notified, in writing, to the other Party and shall be deemed effective upon the other Party's receipt of said notice.

Section 4.2. Notices.

Any notice, request, or other communication given under, or in connection with the implementation or enforcement of this Agreement shall be in writing and sent to the following email addresses:

For the PCC:

[REDACTED]

[REDACTED]

, and

[REDACTED]

For the IEMOP:

[REDACTED]

,

[REDACTED]

,

[REDACTED]

A Party shall notify the other Party in case there is a change in the email address indicated in this Agreement within five (5) working days from such change.

Alternatively, a Party may opt to send any communication through personal delivery or courier to the addresses stated in this Agreement.

If written notice is given by electronic mail, the notice is deemed to have been received at the time of its transmission on a business day. A notice is deemed to have been received at the time of delivery if such notice is given by courier or personal delivery.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Effectivity.

This Agreement shall become effective upon execution by the Parties and shall remain in force and effect until otherwise amended or revised in writing by the Parties.

Section 5.2. Legal Effect.

For the avoidance of doubt, nothing in this Agreement shall limit the powers or shall constitute a waiver of the statutory functions or powers of either Party.

Section 5.3. Continuing Review and Amendments.

The Parties undertake to keep the implementation of this Agreement under review. In light of experience, the Parties may execute revisions, amendments, repeals, or supplements upon mutual written agreements.

However, any modification on Annex "A" will not require an amendment of this Agreement; Provided, That the modification shall be agreed upon by the Parties in writing through their Authorized Representatives, at least thirty (30) days prior to implementation.

Section 5.4. Separability.

If any one of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 5.5. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an

executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.6. Non-Preclusion.

This Agreement or any provisions thereof shall not be interpreted or construed as precluding the PCC from exercising its mandates under the PCA, its Implementing Rules and Regulations, and Rules of Procedure, such as but not limited to, investigating, and prosecuting any competition violations, the EPIRA, WESM Rules, WESM market manuals, and other relevant laws and issuances of government agencies.

Section 5.7. Communications to the Public.

The Parties, where appropriate, shall liaise in preparing statements and responses relating to matters of media interest and as regards arrangements for the publication of information for consultation with relevant stakeholders.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date and place first above written.

**For the Philippine Competition
Commission:**



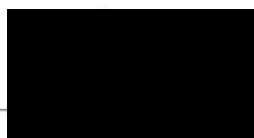
KENNETH V. TANATE
Executive Director

**For the Independent Electricity
Market Operator of the
Philippines Inc.:**



ROBINSON P. DESCANZO
President and CEO

Witnessed By:



Signature
Name: Atty. Michelle Diana P.
Maniwang-Basa
Title: Attorney V and Division Chief,
OGC-LSD



Signature
Name: Atty. Sheryll M. Dy
Title: Vice-President for Legal

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) s.s.

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of PASIG CITY,
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
Kenneth V. Tanate		
Robinson P. Descanzo		
Michelle Diana P. Maniwang-Basa		
Sheryll M. Dy		

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing **Memorandum of Agreement** consisting of eight (8) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this JUN 10 2026 at
PASIG CITY.

NOTARY PUBLIC

Doc. No. 71
Page No. 16
Book No. 1
Series of 2026.

~~ATTY. ANTONIO B. BETITO~~
Notary for Pasig City
Commission No. 168 (2025 – 2026)
709 Mega Plaza, ADB Ave., Pasig City
Attorney's Roll No. 27614
IBP No. 577320/12/30/25/Rizal
PTR No. 3986451/1/08/26/Pasig City
MCLE Compliance No. VIII-0037828 April 14, 2028

ANNEX "A" – NON-EXHAUSTIVE LIST OF CONFIDENTIAL MARKET INFORMATION*

I. Contestable Customer List - Registered

Type of Information	Reference/Remarks
Reference No.	Information is being used internally. No explicit non-confidentiality in WESM and Retail Manuals
Short Name	No explicit non-confidentiality in WESM and Retail Manuals
Region	No explicit non-confidentiality in WESM and Retail Manuals
Membership Type	No explicit non-confidentiality in WESM and Retail Manuals
Membership Effective Date	No explicit non-confidentiality in WESM and Retail Manuals
Directly Connected (Y/N)	No explicit non-confidentiality in WESM and Retail Manuals
Direct CC/Supplier MP ID	Information is being used internally. No explicit non-confidentiality in WESM and Retail Manuals
Supplier MMS Short Name	Information is being used internally. No explicit non-confidentiality in WESM and Retail Manuals
Metering Services Provider	-
RSC Start Date	No explicit non-confidentiality in WESM and Retail Manuals
RSC End Date	No explicit non-confidentiality in WESM and Retail Manuals
Substation	No explicit non-confidentiality in WESM and Retail Manuals
Date of Transfer from WESM to RCOA	No explicit non-confidentiality in WESM and Retail Manuals
Date of Change in Membership (Direct/Indirect)	No explicit non-confidentiality in WESM and Retail Manuals
Initial Switch Date	No explicit non-confidentiality in WESM and Retail Manuals
Old Covered Facility Service ID No.	Disclosure and Confidentiality of Retail Customer Information (DCRCI) Clause 5.3.3
New Covered Facility Service ID No.	DCRCI Clause 5.3.3
SEIN	DCRCI Clause 5.3.3
Type of Business	No explicit non-confidentiality in WESM and Retail Manuals
Nature of Business	No explicit non-confidentiality in WESM and Retail Manuals

**Subject to change depending on the scope of the agreement between IEMOP and external party.*

LGL.A01.TMP.23, VER. 1, JUN 30, 2022

II. WESM Registration Data – Masterlist

Type of Information	Reference/Remarks
Reg ID	Information is being used internally. No explicit non-confidentiality in WESM and Retail Manuals
Short Name	No explicit non-confidentiality in WESM and Retail Manuals
TP Region	No explicit non-confidentiality in WESM and Retail Manuals
MMS MP ID	Information is being used internally and provided individually to TPs.
Contestable (Y/N)	No explicit non-confidentiality in WESM and Retail Manuals
Type	No explicit non-confidentiality in WESM and Retail Manuals
Facility	No explicit non-confidentiality in WESM and Retail Manuals
Fit Y/N	No explicit non-confidentiality in WESM and Retail Manuals
Facility Region	No explicit non-confidentiality in WESM and Retail Manuals
Date of Registration	No explicit non-confidentiality in WESM and Retail Manuals
Change Level of Participation	No explicit non-confidentiality in WESM and Retail Manuals
Facility Registration	No explicit non-confidentiality in WESM and Retail Manuals
Facility Status	No explicit non-confidentiality in WESM and Retail Manuals
Remarks	Information is being used internally.

III. WESM Registration Data – Registered Capacity

Type of Information	Reference/Remarks
Market Participant Name	WESM Information Disclosure and Confidentiality (WESM-IDC) Clause 4.3.1
Region	
Type (Diesel, NatGas, etc.)	
Classification (Scheduled, must dispatch, etc.)	
With Fast Start Capability*	
Remarks	Information is being used internally.

**Subject to change depending on the scope of the agreement between IEMOP and external party.*

LGL.A01.TMP.23, VER. 1, JUN 30, 2022

IV. Contestable Customer List – Switch

Type of Information	Reference/Remarks
Short Name	
Switch Request Date	
Date Complete Requirements were Submitted to Helpdesk	
Date of Switch Approval	
Contract Start	DCRCI Clause 5.4.2 C
Contract End	DCRCI Clause 5.4.2 C
Contract Volume	WESM IDC Clause 4.2

V. Market Information

Type of Information	Reference/Remarks
Bids and offers identifiable to a specific Trading Participant or WESM Member	WESM-IDC Clause 4.2
Energy and reserve dispatch projections and schedules identifiable to a specific WESM member	
Dispatch instruction identifiable to a specific Trading Participant or WESM member	
Transmission network data or information provided and classified by the System Operator as confidential information	
Metering installation information identifiable to a specific Trading Participant	
Raw, adjusted and edited metered data identifiable to a specific Trading Participant or WESM member;	

**Subject to change depending on the scope of the agreement between IEMOP and external party.*

LGL.A01.TMP.23, VER. 1, JUN 30, 2022

Type of Information	Reference/Remarks
Settlement amounts, settlement statements and any other information contained in such statements and other settlement information identifiable to a specific Trading Participant or WESM member	
Bilateral contract data declared by or identifiable to a specific Trading Participant or WESM member	
Line rental information identifiable to a specific Trading Participant or WESM member	
Prudential security information identifiable to a specific Trading Participant	
Projected output provided by Trading Participants in respect of their must dispatch generating units or priority dispatch generating units that are identifiable to that Trading Participant	
Nomination of loading levels for non-scheduled generating units	

**Subject to change depending on the scope of the agreement between IEMOP and external party.*

LGL.A01.TMP.23, VER. 1, JUN 30, 2022

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
MMS Data	1	WAP_YYYYMMddHHmm.csv	WAP PRICES AND SCHEDULES	Daily	1 file per day
MMS Data	2	DAP_YYYYMMddHHmm.csv	DAP PRICES AND SCHEDULES	Hourly	24 files per day
MMS Data	3	HAP_YYYYMMddHHmm.csv	HAP PRICES AND SCHEDULES	Hourly	24 files per day
MMS Data	4	RTD_YYYYMMddHHmm.csv	RTD PRICES AND SCHEDULES	Hourly	24 files per day
MMS Data	5	WAPCV_YYYYMMddHHmm.csv	CONGESTIONS MANIFESTING IN WAP	Daily	1 file per day
MMS Data	6	DAPCV_YYYYMMddHHmm.csv	CONGESTIONS MANIFESTING IN DAP	Daily	1 file per day
MMS Data	7	HAPCV_YYYYMMddHHmm.csv	CONGESTIONS MANIFESTING IN HAP	Daily	1 file per day
MMS Data	8	RTDCV_YYYYMMddHHmm.csv	CONGESTIONS MANIFESTING IN RTD	Daily	1 file per day
MMS Data	9	WAPHL_YYYYMMddHHmm.csv	HVDC LIMITS IMPOSED IN WAP	Daily	1 file per day
MMS Data	10	DAPHL_YYYYMMddHHmm.csv	HVDC LIMITS IMPOSED IN DAP	Daily	1 file per day
MMS Data	11	HAPHL_YYYYMMddHHmm.csv	HVDC LIMITS IMPOSED IN HAP	Daily	1 file per day
MMS Data	12	RTDHL_YYYYMMddHHmm.csv	HVDC LIMITS IMPOSED IN RTD	Daily	1 file per day
MMS Data	13	WAPHS_YYYYMMddHHmm.csv	WAP HVDC SCHEDULES	Daily	1 file per day
MMS Data	14	DAPHS_YYYYMMddHHmm.csv	DAP HVDC SCHEDULES	Daily	1 file per day
MMS Data	15	HAPHS_YYYYMMddHHmm.csv	HAP HVDC SCHEDULES	Daily	1 file per day
MMS Data	16	RTDHS_YYYYMMddHHmm.csv	RTD HVDC SCHEDULES	Daily	1 file per day
MMS Data	17	RTDNE_YYYYMMddHHmm.csv	SELF-SCHEDULED NOMINATIONS USED IN RTD	Hourly	24 files per day
MMS Data	18	RTDOE_YYYYMMddHHmm.csv	GENERATION OFFERS USED IN RTD	Hourly	24 files per day
MMS Data	19	RTDOR_YYYYMMddHHmm.csv	RESERVE OFFERS USED IN RTD	Hourly	24 files per day
MMS Data	20	WAPOS_YYYYMMddHHmm.csv	OUTAGE SCHEDULES USED IN WAP	Daily	1 file per day
MMS Data	21	DAPOS_YYYYMMddHHmm.csv	OUTAGE SCHEDULES USED IN DAP	Daily	1 file per day
MMS Data	22	HAPOS_YYYYMMddHHmm.csv	OUTAGE SCHEDULES USED IN HAP	Daily	1 file per day
MMS Data	23	RTDOS_YYYYMMddHHmm.csv	OUTAGE SCHEDULES USED IN RTD	Daily	1 file per day
MMS Data	24	WAPREG_YYYYMMddHHmm.csv	REGIONAL SUMMARY FOR WAP RUN	Daily	1 file per day
MMS Data	25	DAPREG_YYYYMMddHHmm.csv	REGIONAL SUMMARY FOR DAP RUN	Daily	1 file per day
MMS Data	26	HAPREG_YYYYMMddHHmm.csv	REGIONAL SUMMARY FOR HAP RUN	Daily	1 file per day
MMS Data	27	RTDREG_YYYYMMddHHmm.csv	REGIONAL SUMMARY FOR RTD RUN	Daily	1 file per day
MMS Data	28	WAPSL_YYYYMMddHHmm.csv	SECURITY LIMITS USED IN WAP	Daily	1 file per day
MMS Data	29	DAPSL_YYYYMMddHHmm.csv	SECURITY LIMITS USED IN DAP	Daily	1 file per day
MMS Data	30	HAPSL_YYYYMMddHHmm.csv	SECURITY LIMITS USED IN HAP	Daily	1 file per day
MMS Data	31	RTDSL_YYYYMMddHHmm.csv	SECURITY LIMITS USED IN HAP	Daily	1 file per day
MMS Data	32	CAPEG_YYYYMMDD	Generator Registered Capacity	Daily	1 file per day
MMS Data	33	CAPEL_YYYYMMDD	Load Registered Capacity	Daily	1 file per day
MMS Data	34	CAPER_YYYYMMDD	Reserve Registered Capacity	Daily	1 file per day

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
MMS Data	35	DIPCEF_yyyyMMddHHmm.csv	DIPC ENERGY PRICES - FINAL	Before the 18 th of the Month	24 files per day
MMS Data	36	DIPCER_yyyyMMddHHmm.csv	DIPC ENERGY PRICES - RAW	Hourly	24 files per day
MMS Data	37	MP_yyyyMMddHHmm.csv	MARGINAL PLANTS IN RTD	Daily	1 file per day
MMS Data	38	MPI_ADVISORIES_yyyyMMddHHmm.csv	ADVISORIES POSTED IN THE MARKET PARTICIPANT INTERFACE	Daily	1 file per day
Registration	39	WESM_Registration_Masterlist_YYYYMMDD.xls	Updated List of WESM Members	Monthly. Last day of the month	Every registration update of customers
Registration	40	RES Look Up for MO_YYYYMMDD	RES Lookup	Monthly. Last day of the month	Monthly
Registration	41	CC Look up for MO_YYYYMMDD	CC Lookup	Monthly. Last day of the month	Monthly
Registration	42	DU Look up for MO_YYYYMMDD	DU Lookup	Monthly. Last day of the month	Monthly
Registration	43	WESM_Registered_Capacity_List_YYYYMMDD.xls	WESM Registered Capacity List	Monthly. Last day of the month	1 file per update
Registration	44	WESM_AS_Registered_Capacity_List_YYYYMMDD.xls	WESM AS Registered Capacity List	Monthly. Last day of the month	1 file per update
Pricing	45	DPCR_YYYYMMDD.csv	Daily Pricing Conditions Report	Daily. Within 2 working days	1 file per day
Pricing	46	MPCR_YYYYMM.xls	Monthly Pricing Conditions Report	Monthly Before the 18th of the Month	Monthly
Pricing	47	original_lwap_YYYYMMDD.csv	Original Load Weighted Average Price	Daily	1 file per day
Pricing	48	original_gwap_YYYYMMDD.csv	Original Generator Weighted Average Price	Daily	1 file per day
Pricing	49	final_lwap_YYYYMMDD.csv	Final Load Weighted Average Price for the Billing Month	Monthly. Before the 18th of the Month	1 file per day
Pricing	50	final_gwap_YYYYMMDD.csv	Final Generator Weighted Average Price for the Billing Month	Monthly. Before the 18th of the Month	1 file per day
Settlement- related Data	51	C_CFG_BILLING_ID	Master list of Billing IDs	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	52	C_CFG_STL_MPOINT	Mapping of Settlement Points to their market trading node	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	53	C_MAP_SEIN_BILLING_ID	List of Settlement Points	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	54	C_MAP_SEIN_VIRTUAL_MPOINT	List of Virtual Metering Points	Monthly. Before the 18th of the Month	Monthly

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
Settlement- related Data	55	C_TXN_BCQ_DATA	BCQ data submitted by TPs.	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	56	C_TXN_BCQ_HEADER	BCQ header file, indicating the status of the BCQs	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	57	C_TXN_BCQ_UPLOAD_FILE	BCQ File name records	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	58	C_TXN_CONTRACT_ENROLL	Supply Contract Enrolment data	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	59	C_TXN_COUNTERPARTY	Counterparty Data	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	60	C_TXN_FACILITY	Facility Information	Monthly. Before the 18th of the Month	Monthly
Settlement- related Data	61	C_TXN_MARKET_TRADING_NODE	List of Market Trading Nodes	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	62	C_TXN_METERING_INFO	Mapping of each metering point to each facility and market trading node (initial).	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	63	C_TXN_METERING_REGISTRATION	List of Metering Points	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	64	C_TXN_METER_DATA_DAILY	Daily MQ Data	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	65	C_TXN_METER_DATA_MONTHLY	Monthly MQ Data	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	66	C_TXN_MQ_MANIFEST_FILE	Manifest File data of the MQ data	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	67	C_TXN_MQ_MANIFEST_HEADER	Header Data of the MQ data	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	68	C_TXN_OR_BIL_ENERGY_QTY_MADJ	Bilateral Offset data for the settlement Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	69	C_TXN_OR_BIL_ENERGY_QTY_MFINAL	Bilateral Offset data for the settlement Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	70	C_TXN_OR_BIL_ENERGY_QTY_MPRELI	Bilateral Offset data for the settlement Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	71	C_TXN_OR_ENERGY_MSUM_MADJ	Monthly Settlement Summaries from the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	72	C_TXN_OR_ENERGY_MSUM_MFINAL	Monthly Settlement Summaries from the Final Run	Monthly. After the 18th of the Month	Monthly

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
Settlement- related Data	73	C_TXN_OR_ENERGY_MSUM_MPRELIM	Monthly Settlement Summaries from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	74	C_TXN_OR_ENERGY_QTY_MADJ	Monthly Energy Quantities and Prices from the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	75	C_TXN_OR_ENERGY_QTY_MFINAL	Monthly Energy Quantities and Prices from the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	76	C_TXN_OR_ENERGY_QTY_MPRELIM	Monthly Energy Quantities and Prices from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	77	C_TXN_OR_ETA_MADJ	Energy Trading Amounts Data from the Adjustment Run.	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	78	C_TXN_OR_ETA_MFINAL	Energy Trading Amounts Data from the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	79	C_TXN_OR_ETA_MPRELIM	Energy Trading Amounts Data from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	80	C_TXN_OR_GEN_MSUM_MADJ	Monthly Generator Sales Energy Trading Amounts Data from the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	81	C_TXN_OR_GEN_MSUM_MFINAL	Monthly Generator Sales Energy Trading Amounts Data from the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	82	C_TXN_OR_GEN_MSUM_MPRELIM	Monthly Generator Sales Energy Trading Amounts Data from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	83	C_TXN_OR_GEN_SELL_ETA_MADJ	Generator Sales Energy Trading Amounts Data from the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	84	C_TXN_OR_GEN_SELL_ETA_MFINAL	Generator Sales Energy Trading Amounts Data from the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	85	C_TXN_OR_GEN_SELL_ETA_MPRELIM	Generator Sales Energy Trading Amounts Data from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	86	C_TXN_OR_GMRVAT_MADJ	Billing Data Details for the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	87	C_TXN_OR_GMRVAT_MFINAL	Billing Data Details for the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	88	C_TXN_OR_GMRVAT_MPRELIM	Billing Data Details for the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	89	C_TXN_OR_LR_BIL_LLCC_MADJ	Bilateral LLCC and Line Rental Data for the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	90	C_TXN_OR_LR_BIL_LLCC_MFINAL	Bilateral LLCC and Line Rental Data for the Final Run	Monthly. After the 18th of the Month	Monthly

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
Settlement- related Data	91	C_TXN_OR_LR_BIL_LLCC_MPRELIM	Bilateral LLCC and Line Rental Data for the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	92	C_TXN_OR_NSS_DISAGG_MADJ	NSS Allocation Data from the Adjustment Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	93	C_TXN_OR_NSS_DISAGG_MFINAL	NSS Allocation Data from the Final Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	94	C_TXN_OR_NSS_DISAGG_MPRELIM	NSS Allocation Data from the Prelim Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	95	C_TXN_OR_SPOT_LLCC_MADJ	Spot LLCC Data from the Adjustment run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	96	C_TXN_OR_SPOT_LLCC_MFINAL	Spot LLCC Data from the Final run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	97	C_TXN_OR_SPOT_LLCC_MPRELIM	Spot LLCC Data from the Prelim run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	98	C_TXN_PARTICIPANT	Participant Masterlist	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	99	C_TXN_PRELIM_STL_AMOUNT	Billing Summaries for the PRELIM Run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	100	C_TXN_STL_GESQ_ADJ_MONTHLY	Settlement Ready MQ (GESQ) Data from the Adjustment run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	101	C_TXN_STL_GESQ_FINAL_MONTHLY	Settlement Ready MQ (GESQ) Data from the Final run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	102	C_TXN_STL_GESQ_PRELIM_MONTHLY	Settlement Ready MQ (GESQ) Data from the Prelim run	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	103	C_TXN_WESM_BILL_INV	Invoice Data	Monthly. After the 18th of the Month	Monthly
Settlement- related Data	104	C_TXN_WESM_BILL_SP	Invoice Sales and Purchases Data	Monthly. After the 18th of the Month	Monthly
SO Data	105	contingency_list_YYYY-MM-DD_HHMMSS.dat	N-1 Contingency List	Compiled and Sent Daily at 02:00 (Auto)	Varies
SO Data	106	limit_security_YYYY-MM-DD_HHMMSS.dat	Security Limits	Compiled and Sent Daily at 02:00 (Auto)	Varies
SO Data	107	outage_schedule_YYYY-MM-DD_HHMMSS.dat	Outage Schedule	Compiled and Sent Daily at 02:00 (Auto)	Varies
Additional Data	108	daas_YYYYMMDD0000.csv	SO Day Ahead Ancillary Schedule	Daily	Daily
Additional Data	109	daas_luz_YYYYMMDD0000.csv	SO Day Ahead Ancillary Schedule	Daily	Daily
Additional Data	110	daas_vis_YYYYMMDD0000.csv	SO Day Ahead Ancillary Schedule	Daily	Daily

Anne A – Regular Reports

Data Type	Item	Filename	Description	Schedule of Transmittal	Frequency
Additional Data	111	daas_min_YYYYMMDD0000.csv	SO Day Ahead Ancillary Schedule	Daily	Daily
Additional Data	112	DIR_region_YYYYMMDD-YYYYMMDD.csv	Dispatch Instruction Report	Weekly	Weekly

UNDERTAKING OF CONFIDENTIALITY

I, Kenneth V. Tanate, Ph.D, Filipino, of legal age, with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, state that:

1. I am the Executive Director of the Philippine Competition Commission (hereafter, the "Commission");

2. The Commission acknowledges that pursuant to the Memorandum of Agreement dated 9th June 2026 executed between the Commission and the Independent Electricity Market Operator of the Philippines Inc. (IEMOP), it may receive Confidential Information from the IEMOP that includes, without limitation, papers, programs, trade secrets, plans, participant information, and personnel records in whatever form related to the business activities, research or development of IEMOP, Retail Competition and Open Access (RCOA), the Philippine Wholesale Electricity Spot Market (WESM) and/or any WESM member.

3. "Confidential Information" shall mean any knowledge and information at any one time disclosed by one party ("Disclosing Party") to the other party (the "Receiving Party") verbally or in writing, data or records, or in any other form acquired by the Receiving Party from Disclosing Party in connection with the Project to the extent that such knowledge and information at the time of such disclosure or acquisition is not in the free possession of the Receiving Party nor part of public knowledge or literature.

4. For guidance of the Commission, the confidential information relating to RCOA and WESM are listed in Annex "A" – List of Confidential Information. The list, however, is not exhaustive, and confidential information include other information that are so treated as confidential by the IEMOP under relevant market rules and manuals, laws and government issuances.

5. In my capacity as the Executive Director and being the duly authorized officer of the Commission, I warrant that the Commission and all persons acting for and on its behalf shall comply with the following -

- a. maintain the confidentiality of the Confidential Information;
- b. not reproduce, disclose or transfer to any other persons or entity the Confidential Information unless -
 - i. The disclosure is required by law or legal process; Provided that, prior to the disclosure, the Commission shall inform IEMOP in writing of the law or legal process under which the disclosure is made and the specific Confidential Information to be disclosed, together with a copy of the legal process referred to when available; or
 - ii. The disclosure is made with the prior written consent of IEMOP.

Annex "B"

c. use the Confidential Information only for the purposes for which they are disclosed and only to the extent necessary to provide the Services;

d. use all reasonable means to protect the Confidential Information from unauthorized reproduction or disclosure in at least the same manner as the Commission treats its own confidential and proprietary information.

6. At the request of IEMOP, immediately return all documents and materials, in whatever form, containing or reflecting any Confidential Information which are in the possession or control of the Commission without retaining copies or excerpts thereof. The Commission acknowledges that neither the return of any Confidential Information will release the Commission from its obligations under this Undertaking. The Commission acknowledges that all Confidential Information is the intellectual property of IEMOP and shall remain at all times the property of IEMOP.

7. Nothing in this Undertaking shall be construed as conferring rights, by license or otherwise, in any Confidential Information to the Commission.

8. Unless otherwise stipulated in writing, IEMOP makes no warranty as to the correctness or reliability of any Confidential Information disclosed to the Commission.

9. The obligations of Confidentiality under this Undertaking shall remain effective, whether or not the Commission and IEMOP are able to successfully enter into an independent agreement for the provision of the Services.

10. The provision of Confidential Information by IEMOP is not an offer to procure services or products from the Commission. IEMOP is under no obligation to accept any offer that the Commission may make to provide the services or products, and each party may end discussions without giving any reason for doing so and without incurring any liability to the other party.

11. In case of breach of any obligation under this Undertaking, the Party at fault shall notify immediately from its knowledge thereof the other party of such breach and exhaust available remedies to mitigate the damage or injury that the breach may cause to the other party.

12. The Commission has obtained legal advice regarding this Undertaking.

13. This Undertaking will be governed by and construed in accordance with the laws of the Philippines without regard to conflicts of law rules. In cases of dispute between the parties, the venue for the case shall be in the courts of jurisdiction of Pasig City to the exclusion of all other courts. If applicable, for purposes of service of summons, the Commission shall assign within thirty (30) days hereof a resident agent or a representative who has presence in the Philippines.

This 9th of June 2026 at Pasig City, Philippines.

[Signatory page follows]


Kenneth V. Tanate, Ph.D.
Executive Director
Philippine Competition Commission

ACKNOWLEDGMENT

JUN 10 2026

BEFORE ME, a Notary Public, this _____, personally appeared Kenneth V. Tanate with _____, expiring on _____, known to me to be the same person who executed the foregoing **UNDERTAKING OF CONFIDENTIALITY** and who acknowledged to me that the same is his/her free and voluntary act and deed as well as the free and voluntary act and deed of the principal represented.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and place above written.

NOTARY PUBLIC

Doc. No. 72;
Page No. 16;
Book No. 45;
Series of 4;

~~ATTY. ANTONIO B. BETITO~~
Notary for Pasig City
Commission No. 168 (2025 – 2026)
709 Mega Plaza, ADB Ave., Pasig City
Attorney's Roll No. 27614
IBP No. 577320/12/30/25/Rizal
PTR No. 3986451/1/08/26/Pasig City
MCLE Compliance No. VIII-0037828 April 14, 2028