"APPROVED":
by the Resolution of the Exchange Committee of Commodity Exchange Ukrainian Energy Exchange
Exchange Committee Minutes № 1901 dd. February 27, 2025

Chairman of the Exchange Committee

Oleksii Dubovskyi

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Enters into force on March 01, 2025

# REGULATIONS
# organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in commercial sections on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

(New addition)

*{As amended by the resolutions of the Exchange Committee of UEEX LLC No. 1938 dd. April 24, 2025, No. 2134 dd March 27, 2026, No.2163 dd May 14, 2026}*

**Kyiv, 2025**

## 1. GENERAL PROVISIONS

1.1. The Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations) were developed in compliance with and in accordance with the internal documents of the Ukrainian Energy Exchange Limited Liability Company of the current legislation of Ukraine and defines the mechanism for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts in commercial sections, namely: regulates the procedure for interaction between the Ukrainian Energy Exchange Limited Liability Company as the organizer of the auction and the participants of the auction, determines the sequence of actions, terms, the procedure and form of their execution during the organization and conduct of auctions.

1.1.1. When organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts in commercial sections, the Auction Organizer and auction participants must strictly comply with the requirements of these Regulations, the Rules and other internal documents of the Auction Organizer, the current legislation of Ukraine, including legislation in the field of preventing and combating the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction.

1.2. This Regulations does not apply to auctions conducted in accordance with the "Procedure for conducting electronic auctions for the sale of electricity under bilateral contracts", approved by Resolution No. 499 of the Cabinet of Ministers of Ukraine dd June 5, 2019, and "Regulations on imposing special duties on participants of the electricity market to ensure public interests in the process of functioning of the electricity market", approved by Resolution No. 483 of the Cabinet of Ministers of Ukraine dd June 5, 2019 and the “Procedure for the Export of Electricity by the Guaranteed Buyer” approved by the Resolution of the Cabinet of Ministers of Ukraine No. 282 of March 12, 2024.

1.3. This Regulations applies to electronic auctions for purchase and sale of electricity under bilateral contracts held in commercial sections.

1.4. This Regulations and changes (additions) to it are approved by the decision of the Exchange Committee of the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange Committee) and are binding for all auction participants from the moment of entry into force of this Regulations (amendments).

1.5. All concepts and terms used in this Regulation are defined and applied in accordance with the current legislation of Ukraine, except for those defined in this clause:

1.5.1. **automated workplace** is the workplace from which the auction participant accesses the PP BETS;

1.5.2. **the administrator of PP BETS** is a representative of the auction organizer, who has the authority to monitor the compliance of auction participants with the Regulations during the organization and conduct of the auction, conduct the auction, detect signs of manipulation, violations and perform other actions in accordance with the provisions of this Regulation;

1.5.3. **Customer Questionnaire (Customer Questionnaire on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company)** - a document approved by the Regulations on the Customer Questionnaire on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company, developed for the purpose of performing due diligence of customers by the auction organizer in accordance with the requirements of the Law of Ukraine “On Prevention and Counteraction to Legalization (Laundering) of Proceeds of Crime and Terrorist Financing”

1.5.4. **auction** is an electronic auction for the purchase and sale of electricity under bilateral contracts, the organization and conduct of which is carried out in the relevant commercial section, the organization and conduct of which is ensured by the Auction Organizer;

1.5.5. **auction certificate** is a document certifying the fact of the purchase and sale of a certain amount of electricity (lot/lots) at a certain price, which is formed by the Auction Organizer at the PP BETS, is signed by the authorized persons of the buyer, seller and the Auction Organizer by adding a qualified electronic signature and is the basis for conclusion of a bilateral contract for the purchase and sale of electricity between the buyer and the seller;

1.5.6. **Agreement on Organization and Participation in Auctions means** a public agreement and a contract of adhesion in accordance with Articles 633 and 634 of the Civil Code of Ukraine, the terms of which are the same for all and the unconditional acceptance of which is considered acceptance of the offer by the electricity market participant by submitting to the Auction Organizer a signed Application for Accession to the Agreement on Organization and Participation in Auctions;

1.5.7. **electronic trading system (ETS)** – the Exchange Electronic Trading System software product in the Electric Power version, which is used to organize and conduct auctions, and whose operation and management is provided by the Auction Organizer;

1.5.8. **electronic signature** – electronic data that is added by the signatory to other electronic data or is logically associated with them and used by him as a signature, within the meaning and definition of Article 1 of the Law of Ukraine "On Electronic Identification and Electronic Trust Services". The following types of electronic signatures can be used in the PP BETS: operational key, advanced electronic signature based on a qualified electronic signature certificate, qualified electronic signature;

1.5.9. **Application for Accession to the Agreement on Organization and Participation in Auctions (Application for Accession)** – a document of the form established by the Regulations and the Agreement, submitted by a business entity – electricity market participant, that intends to acquire the right to initiate the position(s) within the auction and/or the right to participate in bidding on positions submitted by other position initiators to the Auction Organizer, shall be the basis for joining the Agreement on Organization and Participation in Auctions and shall be its integral part;

1.5.10**. position initiator** – a seller and/or buyer of electricity registered in accordance with the requirements of these Rules, who has (has acquired) the right to initiate the position(s) within the auction;

1.5.11. **qualified electronic signature** – an electronic signature, namely an advanced electronic signature, which is created using a qualified electronic signature tool and is based on a qualified electronic signature certificate, and is used to generate an operational key when confirming the actions of an auction participant in the PP BETS, in particular, but not exclusively, when signing applications for placing a position and/or applications for participation in the auction, auction certificates;

1.5.12. **Clearing Institution** – Ukrainian Clearing House Limited Liability Company (EDRPOU code 45539058), which carries out clearing activities for the determination of obligations on the basis of a license for professional activities in the capital markets – clearing activities: clearing activities for the determination of obligations issued by the National Securities and Stock Market Commission (Resolution No. 34/21/1512/K01 of 04.12.2024) and with which the Auction Organizer cooperates in accordance with the clearing agreement;

1.5.13. **commercial sections** – "Commercial Section" and other sections defined by these Rules - segments of the electricity market on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, where the procedure for organizing and holding auctions is not regulated by acts of the Cabinet of Ministers of Ukraine;

1.5.14**. auction step** is the minimum value by which the price per 1 MWh can be changed during the auction;

1.5.15. **lot** – an indivisible volume of electricity offered for sale (purchase) determined by the initiator of the position and equal to 1 MW during the specified period of sale (purchase);

1.5.16. **operational key** – an electronic signature consisting of 32 (thirty-two) characters and generated in the PP BETS when confirming the actions of the auction participant using an advanced or qualified electronic signature, and used to automatically sign all legally significant actions of the participant in the PP BETS, except for signing applications for placing a position, applications for participation in the auction, auction certificates;

1.5.17. **Auction Organizer** – Ukrainian Energy Exchange Limited Liability Company, which organizes and conducts auctions through the electronic trading system in accordance with these Rules;

1.5.18. **public key certificate** – an electronic document that certifies that a public key belongs to an individual or legal entity and confirms its identification data;

1.5.19. **starting price** shall mean the price per 1 MWh at which trading in the Commercial Section for a certain position initiated by the initiator of such position shall commence;

1.5.20. **parties to the position** – the initiator of the position and the participants in the position;

1.5.21. **the parties of the transaction** – the initiator of the position and the winning bidder on the position;

1.5.22. **advanced electronic signature** based on a qualified electronic signature certificate (also - advanced electronic signature) – an advanced electronic signature created using a qualified electronic signature certificate issued by a qualified electronic trust service provider and does not contain information that the personal key is stored in the qualified electronic signature tool and is used to generate an operational key when confirming the actions of an auction participant in the PP BETS, in particular, but not exclusively, when signing applications for placing a position and/or applications for participation in the auction, auction certificates;

1.5.23. **position bidder** – a seller and/or buyer of electricity registered in accordance with the requirements of these Rules, who has (has acquired) the right to participate in bidding on positions set by the position initiators;

1.5.24. **auction participants** - initiators of positions and bidders on positions.

1.6. For the purpose of proper identification of the signatory of an electronic document, as well as verification of the legal basis for representation of the legal entity – auction participant in whose interests he acts (employment relationship, power of attorney agreement, etc.), the signatory's public key certificate must contain information on the name of the legal entity whose interests he represents.

1.7. All Annexes to the Regulations and internal documents of the Auction Organizer, which are referenced in the Regulations, are an integral and constituent part thereof.

1.8. The auction organizer informs all interested persons of the Regulations, as well as changes and additions to it, by posting them on the official website of the auction organizer on the Internet at the address: www.ueex.com.ua. The auction organizer can also use any other methods of informing without exception.

## 2. GENERAL CONDITIONS OF AUCTIONS

2.1. The subject of auctions is electricity – energy produced at electricity facilities and is a commodity intended for purchase and sale.

2.2. Address of PP BETS on the Internet: https://epbets.ueex.com.ua.

2.3. The instructions for using PP BETS are posted on the official website of the Auction Organizer on the Internet at the address: www.ueex.com.ua with giving access to it to the auction participants.

2.4. The work of PP BETS is organized in Ukrainian and English languages.

2.5. Auctions are conducted in compliance with the following general principles:
- fair competition (including by establishing the number of lots and their total volume offered simultaneously for sale (purchase) by the initiator of the position, in an amount that will allow attracting the largest possible number of potential bidders for the position);
- non-discrimination of the parties to the position;
- objectivity and impartiality;
- anonymity (depersonalization) of bidders by position during bidding, in order to minimize the risk of anti-competitive concerted behavior between the parties of the position;
- prevention of corruption and abuse;
- holding auctions exclusively on working days and informing auction participants about the auction in advance;
- free pricing, in order to comply with the market principles of pricing, which, among other things, are provided for by the Law of Ukraine "On the Electricity Market";
- equidistance of the Auction Organizer from the auction participants.

2.6. Both the seller and the buyer have the right to initiate the display of position(s) within the auction.

2.7. The form of the bilateral contracts of purchase and sale of electricity is provided by the initiator of the position.

2.8. Auctions are held on trading days (the business day on which the auction(s) is held) in accordance with the internal work schedule of the Auction Organizer.

## 3. FEATURES OF USING THE ELECTRONIC TRADING SYSTEM

3.1. The auction process in PP BETS is divided into the following periods:

3.1.1. **Registration of applications** is the period of submission of applications for participation in the auction, which begins from the moment of creation (opening) of the trading session and ends at the end of the trading period.

3.1.2. **Auction** – is the period of the trades conduction (bidding period), which begins on the date and time published on the official website of the Auction Organizer, and ends after the sale/satisfaction of the auctioned lots, but no later than 1 hour after the beginning of the bidding period; the end time of the bidding period (including its extension) should not be later than 19:00 on the day in which the auction was held; if at the time of the end of the bidding period for any of the positions, the bidding is still ongoing, then the bidding period continues until the end of the bidding for this lot/package of lots (the end of the waiting time for the best offer).

The trading period can be extended:

a) at the initiative of the initiator of the position – for a period that cannot exceed 1 (one) hour, by contacting the initiator of the position to the Administrator of PP BETS within 1 (one) hour from the beginning of the respective trading period, but not later than 5 (minutes) before the start of such extension;

b) PP BETS in automatic mode – for a period of up to 3 (three) minutes, if within 3 (three) minutes before the end of the trading period (including the time of extension of the trading period) PP BETS will be fixed

the fact of concluding an agreement based on the results of the expiration of the waiting time for the best offer.

*Example No. 1 (at the initiative of the initiator of the position):*
*If the start of the trading period falls on 2:00 pm, the initiator of the position from 2:00 to 2:55 pm may contact the Administrator to extend the trading period by 1 hour - until 4:00 pm. If at 3:59 pm the PP BETS records the fact of concluding a deal, the end time of the trading period is extended by 2 minutes - until 4:02 pm (3:59 + 3 min.). If at 4:01 pm the PP BETS records the fact of concluding a deal again, the end time of the trading period is extended by 2 minutes - until 4:04 pm (4:01 pm + 3 min.).*

*Example No. 2:*
*If the start of the trading period falls at 5:30 p.m., the initiator of the position from 5:30 p.m. to 6:25 p.m. may contact the Administrator to extend the trading period by 30 minutes - until 7:00 p.m. There is no automatic extension of the trading period after 7:00 p.m.*

3.1.3. **Signing of certificates** means the period of signing the auction certificates with an electronic signature, which starts from the moment of the end of the bidding period and lasts for 2 (two) hours.

3.2. For the correct and stable functioning of the automated workplace and work in the PP BETS, it is necessary to meet the minimum requirements for hardware, software and the Internet channel, specified on the official website of the Auction Organizer (www.ueex.com.ua).

3.3. Auction participants are prohibited from:

3.3.1. to give an access to the persons not registered by the Auction Organizer as authorized persons of such auction participant to the automated workplace;

3.3.2. disclose and/or reproduce and/or distribute any information related to the work of PP BETS, which constitutes a commercial secret;

3.3.3. Carry out actions aimed at:
- receiving information from PP BETS that is not directly related to such auction participant;
- connecting to PP BETS using someone else's username (login) and password or by selecting someone else's login and password;
- use of any third-party software and technical means in order to penetrate into the environment of the operating system of PP BETS servers;
- unauthorized change of the standard operating procedure of the Auction Organizer's technological equipment (hacking, attack, etc.) or discrediting the Auction Organizer;
- creation of prerequisites for the occurrence of failures in the work of PP BETS.

3.4. The auction participant must take all necessary measures to prevent circumstances that may interfere with the functioning of the software and technical complex of the automated workplace and PP BETS, such as: ensuring reliable antivirus protection of the automated workplace and non-interference in the system by third parties from such a place of the auction participant, etc. and immediately notify the Auction Organizer of the occurrence of circumstances that may interfere with the functioning of the PP BETS.

3.5. The Auction Organizer has the right to suspend the technical access of the auction participant to the PP BETS or to limit (fully or partially) the powers (actions) of the auction participant in the PP BETS in case of violation/non-observance of the Regulations by such a participant, in case of detection of unauthorized access attempts by the auction participant to the PP BETS, and/or in case of absence of the status of the Clearing Member in accordance with the rules of the Clearing Institution with which the Auction Organizer has concluded the agreement and/or in case of suspension/termination of services to the clearing member by the Clearing Institution with which the auction organizer has concluded the agreement, and/or in case of inclusion of the electricity market participant to the list of exclusions pursuant to clause 10.18. of the Rules

for organizing and conducting an electronic auction for the sale of electricity on the commodity exchange – Ukrainian Energy Exchange Limited Liability Company, and/or as in the case of detection of signs of manipulation in the actions of the auction participant, as well as in the event of any, without exception, other circumstances that prevent the functioning of PP BETS and/or the Auction Organizer.
The restoration of the technical access of the auction participant to the PP BETS or the auction participant's authority to perform certain actions in the PP BETS is carried out only after the situation has been resolved, or technical failures have been eliminated in the event that the suspension of access to the PP BETS was the result of such failures or in the event of the circumstances provided for in sub-clause 10.18.3. of the Regulations for organizing and conducting an electronic auction for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

## 4. AUCTION PARTICIPANTS

4.1. The participants of the auction are the initiators of positions and bidders for positions that have passed the procedure of registration in commercial sections, including in PP BETS, (hereinafter - registration in PP BETS) and received the status of: seller and/or buyer.

4.2. Sellers are any electricity market participants who intend to sell electricity in accordance with the terms of the auction, except for electricity market participants who are limited by the current legislation and/or this Regulation in exercising the right to sell electricity at such an auction, in particular, but not exclusively:

- transmission system operator;
- distribution system operators;
- producers of electricity (except for producers of electricity from alternative energy sources (except for blast furnace and coke oven gases, and only micro, mini and small hydroelectric power plants using hydropower);
- guaranteed buyer.

4.3. Buyers are electricity market participants who intend to purchase electricity in accordance with the terms of the auction and are not limited by the current legislation and/or this Regulations in the implementation of such intention.

4.4. The participant of the electricity market bears independent risks, the occurrence of which is caused by a violation of the current legislation, which provides for restrictions on the employment of such a participant in the electricity market in relevant activities, including the sale and/or purchase of electricity.

## 5. PROCEDURE FOR ADMISSION OF THE ELECTRICITY MARKET PARTICIPANT TO THE AUCTION

5.1. The basis for registration in PP BETS by the organizer of the auction of the electricity market in the status specified in clause 4.1. of this Regulation, is the conclusion of the Agreement on the organization and participation in auctions by such an electricity market participant to the provisions of the Agreement on the basis of the Application for Accession. The form of the Application for Accession shall be a part of the Agreement, as well as an appendix to these Rules, and shall be submitted to the Auction Organizer in accordance with the procedure and on the terms and conditions specified in these Rules:

5.1.1. In order to conclude an Agreement on organization and participation in auctions, the participant of the electricity market on the official website of the Auction Organizer goes to the link (https://accredit.ueex.com.ua) to the tab "Accreditation online" and selecting "Commercial Sections" fills out the registration form in electronic form (Appendix 1 to this Regulations), to which are attached archived files of scanned documents that must be valid at the time of their submission:

- Application for accession (Annex 2 to these Rules), completed and certified by the signature of the authorized person and the seal of the electricity market participant (if any);
- An extract copy from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations issued not later than 1 (one) month prior to its submission to the Auction Organizer

(an electronic extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations can be provided in the form of a printed copy, which shall not be certified);

- Copy of the Charter (for a legal entity);
- Balance sheet copy and income statement for the last reporting period with a corresponding mark of the statistical authority/tax return or other reporting document required by the applicable law (for individual entrepreneurs) (or justification for the absence of such documents);
- Decision copy (order/protocol/order/power of attorney or the other document) on the appointment/election of a Head and a person (persons) who has (have) the right to enter into, sign the documents defined by this Regulations and take other actions on behalf of a participant in the electricity market;
- Copy of passport and certificate of assignment of an identification number (card on assignment of the registration number of the taxpayer's account card) (not provided in case of entering information about the Registration number of the taxpayer's account card in the passport of a citizen of Ukraine in the form of a card) Head and a person who has the right to enter into, sign the documents defined by this Regulations and take other actions on behalf of a participant in the electricity market, (if such person is accredited), except for the case when such a person through religious or other beliefs refused to accept the registration number of the taxpayer's registration card, notified the relevant body (if such person is accredited) of the state fiscal service about this and has a corresponding mark in the passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of residence registration (paper an attachment to an ID card)) or an extract from the register of the territorial community, reproduced in the form of a paper copy, which may not be certified));
- Certificate (certificates) of the public key of the representative (representatives) authorized by the participant of the electricity market to perform actions on his behalf related to the purchase and/or sale of electricity at auctions;
- Copy of passport and certificate of assignment of the identification number (card on the assignment of the registration number of the taxpayer's registration card) (not provided in case of entering information about the Registration number of the taxpayer's account card in the passport of a citizen of Ukraine in the form of a card) of the representative (representatives) authorized by the participant of the electricity market to perform actions related to the sale and/or purchase of electricity on his behalf, if the corresponding actions will also be performed by a person(s) other than the person(s) authorized to conclude, sign the documents specified by this Regulations and perform other actions on behalf of a participant in the electricity market, except for the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the taxpayer's registration card, has notified the appropriate body of the state fiscal service about it and has a corresponding mark in the passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a certificate of residence registration must be provided (paper supplement to the ID card)) or an extract from the register of the territorial community, reproduced in the form of a paper copy, which may not be certified));
- Power of attorney (powers of attorney) of the representative (representatives) authorized by the participant of the electricity market to perform actions on his behalf related to the sale and/or purchase of electricity at auctions in the recommended form (Appendix 3 to this Regulations);
- Customer questionnaires;
- Information about the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market (in the case of several licenses, the licensing entity provides information on all valid licenses on the implementation of the relevant type of economic activity on the electricity market)approved by the signature of the head of the legal entity (natural person – entrepreneur) and sealed with the seal of the legal entity (natural person - entrepreneur) (if available).
- Information on the schematic representation of the ownership structure of a legal entity (samples of which are available on the official website of the Auction Organizer).

5.1.2. obtaining a user name (login) and password for access to the PP BETS from the Auction Organizer;

5.1.3. taking other necessary actions specified by this Regulations and internal documents of the Auction Organizer, which are referenced in the Regulations.

5.2. The organizer of the auction no later than 3 (three) working days from the date of receipt from the participant of the electricity market of the registration questionnaire and the files attached to it, specified in par. 5.1.1. of the Regulations, considers it and makes one of the following decisions:

5.2.1. registers such a participant in the electricity market in the PP BETS and sends him a corresponding message to the e-mail address specified in the Registration form;

5.2.2. denies him registration in PP BETS.

The grounds for refusal to register such a participant in the electricity market are exclusively failure to provide and/or provision by him of incomplete and/or inaccurate information specified in the registration form, and/or the restrictions specified in clause 4.2. and/or 4.3. of the Regulations, and/or receiving a negative conclusion based on the results of a risk assessment, in accordance with the Internal Compliance Control Program - risks of reliability of the client of the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange", about which the Auction Organizer sends to the electricity market participant a corresponding message by e-mail indicating the reasons for refusal. Refusal to register does not deprive such a participant of the electric energy market of the right to re-submit the registration form and the files attached to it to the Auction Organizer, specified in paragraphs 5.1.1. of the Regulation, at any time after elimination of the reasons for refusal.

5.2.3. If the information or documents submitted by the electricity market participant do not meet the requirements established in these Regulations, the Auction Organizer shall notify the electricity market participant thereof by sending a message to his/her email address specified in the Registration Form and an additional period shall be granted for the submission of such documents.

5.3. In the event that the Auction Organizer adopts a positive decision on the registration of an electricity market participant in PP BETS, such participant is obliged, within 5 (five) business days from the date of receipt of the notification to the electronic address, in accordance with clause 5.2.1. of these Regulations, to provide the Auction Organizer with documents in accordance with the list provided for in clause 5.1.1.

5.3.1. Documents provided in copies must be duly certified in accordance with тexplanations provided on the official website of the Auction Organizer: www.ueex.com.ua, and valid on the moment of their submission.

5.3.2. In the event that changes in the above-mentioned documents and/or information subsequently occurred, the electricity market participant is obliged to provide the Auction Organizer with updated documents and/or information within 3 (three) working days from the moment of occurrence of such changes.

5.3.3. In order to comply with the requirements of the legislation in the field of prevention and counteraction to the legalization (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, upon the request of the Auction Organizer, electricity market participants are obliged to update the documents that were provided by them for the purpose of concluding the Agreement on the organization and participation in auctions (regardless of whether there have been changes in the relevant information and documents) by providing the Auction Organizer with duly certified copies of the documents that must be valid (valid) at the time of their submission.

5.4. The auction organizer has the right to automatically suspend the admission of an electricity market participant to auctions in cases:
- violation by a participant of the electricity market of the requirement specified in clause 5.3.2. of these Regulations;

- violation by a participant of the electricity market of the requirement specified in clause 5.3.3. of these Regulations;
- suspicions arise and/or there are reasonable grounds to believe that documents/information regarding the auction participant/representative of the auction participant (manager - for legal entities/person exercising the powers of a broker) at the disposal of the Auction Organizer are invalid (invalid) and/or have lost their relevance, which is the basis for conducting due diligence measures, in particular re-identification and verification of the auction participant/representative of the auction participant in accordance with the requirements of the Law of Ukraine "On Prevention and Counteraction to the Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction".

The basis for renewing the admission of an electricity market participant to auctions is the elimination/cancellation of the circumstances that caused the suspension of such admission.

5.5. The form and content of the Application for Accession shall be posted by the Auction Organizer on its official website (www.ueex.com.ua).

5.6. The grounds for canceling the registration of a participant in the electricity market in the PP BETS are exclusively:

5.6.1. the application of such a participant of the electricity market to cancel its registration, submitted to the Auction Organizer in accordance with the Regulations. At the same time, the date of cancellation of registration is the date following the date of submission of such an application, but in any case not earlier than the date of completion of all trades on positions to which such a participant is a party;

5.6.2. information of the operator of the transmission system (hereinafter - TSO) on the termination of the agreement on settlement of imbalances of the registered auction participant with the TSO (on the loss of the status of electricity market participant by the registered auction participant);

5.6.3. by agreement of the auction participant and the auction organizer or at the initiative of the auction organizer in case of failure of the auction participant to fulfill any of the obligations provided for in the Rules. In case of failure of the auction participant to fulfill any of the obligations provided for in the Rules, the Application for accession shall be deemed terminated automatically without the conclusion of any additional agreements/termination agreements/acts/ or any other documents from the day following the day of sending a notice to the Auction Participant by the Auction Organizer in the manner prescribed in the Rules. In this case, the auction organizer shall be deemed to have fully and properly fulfilled its obligations, and the monetary obligations of the auction participant arising during the period of validity of the Application for accession shall be valid until their full fulfillment.

5.7. Documents and actions specified in clauses 5.1. and 5.3. (including submission of the Customer Questionnaire to the Auction Organizer), except for the requirement to submit the original Application for Accession and power of attorney (powers of attorney) of the representative (representatives), shall not be submitted to the Auction Organizer (performed) by the electricity market participant if such participant is already registered in other sections (directions) of the PP BETS in accordance with the requirements of the Rules for organizing and conducting an electronic auction for the sale of electricity on the commodity exchange at the time of signing the Application for Accession - Ukrainian Energy Exchange Limited Liability Company and/or the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction on the commodity exchange - Limited Liability Company “Ukrainian Energy Exchange” and/or the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity for further import/export on the commodity exchange - Limited Liability Company ”.
If the electricity market participant registered in other sections (directions) of the PP BETS provided for in the previous paragraph has not provided the Auction Organizer with information on the availability of a license/licenses for the relevant type of economic activity in the electricity market and/or a Certificate on the

schematic representation of the ownership structure of a legal entity, such information shall be provided together with the application to the auction organizer in order to acquire the status of an auction participant in accordance with these Regulations.

5.7.1. In case the electricity market participant acquires the status of an auction participant by signing the Agreement on the organization and participation in auctions for the purchase and sale of electricity under bilateral contracts in commercial sections, such auction participant shall be exempted from the need to provide documents and perform actions specified in clauses 5.1. and 5.3. of the Regulations, except for the requirement to provide the original of the Application for Accession.

5.7.1.1. The auction participant that has acquired the right to participate in the auctions by signing the Agreement on organization and participation in the auctions for the purchase and sale of electricity under bilateral contracts in commercial sections shall be obliged to conclude the Agreement on organization and participation in the auctions with the Auction Organizer by 30.06.2025 (inclusive) by acceding to the provisions of the agreement on the basis of the Application for Accession (Annex 1 to the Agreement).

Until 30.06.2025 (inclusive), the electricity market participant may take actions to participate in auctions aimed at concluding transactions in the electricity market, on the basis of the Agreement on the organization and participation in auctions for the purchase and sale of electricity under bilateral agreements in commercial sections, in the context of the provisions provided for by this Regulations.

5.8. For the purpose of submitting the documents specified in clause 5.7. of the Regulation, the participant of the electricity market on the official website of the Auction Organizer goes to the link https://accredit.ueex.com.ua to the tab "For existing customers" and adds files of scanned copies of documents and then submit the original document(s) to the Auction Organizer no later than 3 (three) business days.

5.9. The auction organizer ensures the non-disclosure and preservation of information contained in the documents submitted by the participant of the electricity market, in accordance with paragraphs 5.1.1. and clause 5.3. or 5.7. of the Regulations, except when the disclosure/provision of such information is carried out by the Auction Organizer in compliance with the provisions of the current legislation and/or this Regulations.

5.10. The auction organizer, as the subject of primary financial monitoring, has the right to apply measures to auction participants in accordance with the legislation in the field of prevention and counteraction to the legalization (laundering) of proceeds from crime, terrorist financing, and financing of the proliferation of weapons of mass destruction.

## 6. PROCEDURE FOR SUBMITTING APPLICATIONS FOR THE EXHIBITION OF ITEMS WITHIN THE AUCTION

6.1. In order to initiate the placing of a position within the auction, the authorized person of the position initiator shall pre-arrange and submit to the Auction Organizer information about the date and time of the auction in any convenient and agreed upon manner with the Auction Organizer (by fax, e-mail or verbally by telephone ), after which he has the right to submit to the Auction Organizer an application for placing a position within the auction, by submitting it to PP BETS and in the form specified in PP BETS.

6.2. In order to submit an application for placing a position within the auction, the initiator of the position must log in to the PP BETS software during the application period using his personal username (login) and password, and confirm with an electronic signature that all his legally significant actions in the PP BETS software will have full legal force in accordance with the requirements of the legislation of Ukraine, and then select the required trading session.

6.3. The application for placing a position within the auction is entered in the PP BETS in the form of a position (positions) for sale (purchase) in open trading sessions in the PP BETS. The position combines lots under the same conditions of execution - the starting price (for 1MWh) for the "Commercial Section", the rate/amount

of the guarantee fee, the sales schedule, the period of release/selection of electricity, as well as the terms of payment and other essential conditions that are components of the draft of the bilateral contract for the purchase and sale of electricity.

6.4. The initiator of the position offers electricity for sale (purchase) at the auction in the form of sales schedules: individual hourly load - block position (BLOCK - execution during the settlement period (hours)/several consecutive settlement periods (hours) of the supply day with the indication of the corresponding release/selection period and days - "working"/"non-working"/"all"); loading of an individual profile (PROFILE – execution by the bidder of the position - the winner of the predicted hourly volumes of electricity determined by the auction conditions, necessary to meet the needs of the initiator of the position); base load (BASE - execution within 24 hours a day); peak (PEAK - execution from 08:00 to 20:00 on working days); peak non-working day (HOLIDAYPEAK - execution from 09:00 to 23:00 on a holiday, non-working holidays (non-working) days) and off-peack (OFFPEAK – excecution from 00:00 to 08:00 and from 20:00 to 24:00 in working days, as well as from 00:00 to 24:00 on holidays).

6.4.1. The conditions and parameters of the block position sales schedule (BLOCK) are determined by the initiator of the position in the position application at his own discretion and within the limits and in the manner established by section 6 of this Regulations.

When forming an application for placing a position for sale (buying) with the type of electricity sales schedule block position (BLOCK), the initiator of the position indicates in the column "Hours" in the application for placing a position in PP BETS not the time period, but the calculation periods (hours), during which the sale (purchase) of electricity will be carried out, as it happens in the intraday and "day-ahead market".

*EXAMPLE №1: If the initiator of the position intends to purchase electricity on working days from December 23, 2019 to December 28, 2019 (inclusive) from 9:00 a.m. to 6:00 p.m. (inclusive), then he must indicate the following information in the application for placing a position for purchase:*
*"Graphic EE": Block position; "Hours": "from" 10 a.m. to 6 p.m., "days" - working hours (note: the position initiator chooses from the options offered in the PP BETS); "EE leave/selection period": 12/23/2019 - 12/28/2019.*

*EXAMPLE №2: If the initiator of the position intends to sell electricity on a daily basis (on all days) from December 23, 2019 to December 31, 2019 (inclusive) from 22:00 to 05:00 (inclusive), then he must indicate in the position application for sale the following information:*
*"EE Schedule": Block position, "Hours": "from" 23 "to" 05, "days" - all (note: the initiator of the position chooses from the options offered in the PP BETS); "EE leave/selection period": 12/23/2019 - 12/31/2019.*
*At the same time, on the first day (December 23, 2019) of the release/selection period, the sale/purchase of electricity will be carried out only during 23 and 24 hours, and on the last day - at 1, 2, 3, 4 and 5 hours.*

6.4.2. The terms and parameters of the individual profile load sales schedule (PROFILE) are determined by the initiator of the position in the application for placing the position at his own discretion and within the limits and in the manner established by section 6 of this Regulations.

In addition to the application for placing a position within the auction, the initiator of the position adds a document with information on the hourly volumes required for execution."

6.5. A position for sale (position for purchase) must contain:
1) type of electricity sales schedule;
2) trade area;
3) starting price (without VAT) for the section "Commercial section";
4) number of lots;
5) the period of supply/withdrawal of electricity;
6) a draft of a bilateral contract for the purchase and sale of electricity;
7) the rate/amount of the guarantee fee.

6.5.1. The position for sale (position for purchase) may also contain other information related to the auction.

6.6. The initiator of the position indicates in the position the number of lots (one or more - combined lots (package of lots)) that will be offered for sale (purchase) at the same time.

6.7. The auction is organized by the PP BETS Administrator in accordance with the appeals of the authorized persons of the position initiator sent in any convenient and agreed upon manner with the Auction Organizer (by facsimile communication, e-mail or verbally by telephone).

6.7.1. Positions can be submitted by an unlimited number of position initiators within one auction. Bidding for all items submitted within one auction starts at the same time.

6.8. A position initiator can submit an unlimited number of positions. Each position in PP BETS is assigned a unique number (position number).

6.9. A position entered in the PP BETS, but not signed with an electronic signature, at any time during the application registration period, but no later than the deadline established by clause 6.10. of this Regulations, may be edited or removed (deleted).

6.10. The item entered in the PP BETS must be signed with an electronic signature no later than 3 (three) hours before the start of the auction, after which its conditions cannot be changed, and the starting price for this item is fixed for the calculation of the guarantee fee.

6.11. The initiator of the position no later than 3 (three) hours before the start of the auction, may withdraw his application for placing a position within the auction or a position (positions):
- by a written application addressed to the Auction Organizer, delivered by any convenient and agreed upon method with the Auction Organizer with subsequent forwarding of the original by registered mail, courier service or registered letter with notification of delivery, at the time of withdrawal, the item(s) is signed with an electronic signature;
- on your own at PP BETS, with further notification to the Auction Organizer about the cancellation by any convenient means (telephone, e-mail, etc.), if at the time of withdrawal the position(s) is not signed by an electronic signature.

6.11.1. The organizer of the auction within 3 (three) hours from the moment of receiving the application submitted by the initiator of the position in accordance with clause 6.11. of the Regulations, posts relevant information on its official website, on the page where the announcement of the relevant auction was previously posted.

6.12. The amount of the guarantee fee is calculated for bidders applying for participation in the auction for a certain position, on the basis of the starting price that was specified in such a position, after it is signed with an electronic signature by the initiator of the position.

## 7. PROCEDURE FOR NOTIFICATION ABOUT THE AUCTION

7.1. On the basis of the displayed positions, the Auction Organizer creates and places an announcement about the auction on the official website (www.ueex.com.ua).

7.2. The announcement contains information about:
1) the name of the initiator of the position;
2) type of electricity sales schedule;
3) trade area;
4) the starting price (without VAT) for the section "Commercial Section";
5) number of lots;

6) the period of supply/withdrawal of electricity;
7) a draft of a bilateral contract for the purchase and sale of electricity;
8) auction step;
9) the date and time of the start of the auction;
10) procedure and deadline for submission of applications for participation in the auction, in accordance with this Regulations;
11) the rate/amount of the guarantee fee;
12) other information related to the auction.

## 8. PROCEDURE FOR SUBMITTING APPLICATIONS TO PARTICIPATE IN THE AUCTION

8.1. After publishing the auction announcement on its official website, the Auction Organizer starts registering applications for participation in the auction.

8.2. An application for participation in the auction can be submitted by a bidder for a position from the moment the position is signed by the initiator of the position using an electronic signature until the end of the bidding period.

8.3. The organizer of the auction ensures anonymity and confidentiality of the information contained in the registered applications for participation in the auction.

8.4. To participate in the auction, the bidder of the position submits an application for participation in the auction using the form specified in the PP BETS.

8.5. In order to submit an application for participation in the auction, the bidder must log in to the PP BETS using his personal username (login) and password, and confirm with an electronic signature that all his legally significant actions in the PP BETS will have full legal force in accordance with the requirements of the legislation of Ukraine, and then select the required trading session.

After performing the above actions, the participant in the position's trading by clicking the "Apply for Participation" button accepts the conditions specified in the application(s) for placing a position in the relevant trading session, thereby confirming his/her agreement with such conditions and accepting them in full.

## 9. PROCEDURE OF AUCTION CONDUCTION

9.1. To conduct the auction, the Auction Organizer appoints PP BETS Administrator, who carries out comprehensive communication with the auction participants. The e-mail address and contacts of the PP BETS Administrator come to the attention of persons on the official website of the Auction Organizer, in correspondence, etc.

9.2. The auction begins on the date and time published on the official website of the Auction Organizer in the PP BETS Internet network with remote access and ends with the registration of auction certificates.

9.3. The auction party, who temporarily leaves his automated workplace during the auction, is obliged to leave the PP BETS. Otherwise, such a person bears full responsibility for all actions taken on his behalf in the PP BETS during his absence.

9.4. The auction is held for all positions at the same time.

9.5. Lots/packages of lots of each position are traded sequentially. Each subsequent identical lot/package of lots in the position is auctioned at the closing price of the previous lot/package of lots of the position, provided that the previous lot/package of lots was not auctioned by the method of acceptance of a counter offer or at the price set by the initiator of the auction under time to edit the terms of your own position.

9.6. During the auction, during the trading period, the initiator of the position has the opportunity to adjust the parameters of his own positions, within the limits of the amount for which the obligations are secured by the fee, namely:

- the price for 1 MWh per lot/package of lots that is put up for auction, but not traded at the time of position adjustment;
- the price for 1 MWh per lot/package of lots that is in the queue (waiting for bidding), i.e. it will be traded next after the lot/package of lots put up for auction;
- combine lots into packages, adjust the number of lots in a package that is put up for auction, but is not traded at the time of position adjustment;
- combine lots into packages, adjust the number of lots in a package that is in the queue (waiting for bidding), that is, it will be traded next after the auctioned lot/package of lots;
- remove all or part of lots in positions that are not traded at the time of position adjustment.

9.7. The auction step is 5 (five) hryvnia per 1MWh (excl. VAT) for the section "Commercial Section".

9.8. Auctions are held both for price increases and decreases.

9.9. During the trading period, position bidders may buy/sell lots for any of the permitted positions within the limits of the free (unblocked) guarantee fee by submitting bids in accordance with counterparty exclusion lists (in case if they are available), unless otherwise determined by the Exchange Committee.

9.10. The administrator of PP BETS forms a list of exclusions of counterparties based on a written statement from the initiator of the position with the signature of the manager and a seal (if available), transferred to the Auction Organizer in any convenient way (by facsimile communication, e-mail) with subsequent forwarding of the original by mail with a registered letter, for two principles:

9.10.1. "All except" - the list of exclusions includes electricity market participants who will not be able to participate in all positions of the position initiator in any trading session.

9.10.2. "No one except" - only those participants of the electric energy market who will be able to participate in all the positions of the position initiator in any trading session are included in the list of exclusions.

9.11. The inclusion of an electricity market participant in the list of exclusions does not limit his right to participate in auctions for the positions of other position initiators.

9.12. Based on the list of exclusions, the electricity market participant will not be allowed to participate in all the positions of the relevant position initiator in any auction, which the electricity market participant will be inform about at the time of submitting an application for participation in the auction.

9.13. The statement of the initiator of a position to include a counterparty in the list of exclusions is a document that expresses the will and needs of such a person who puts a position for sale and/or a position for purchase, and is equated to the stated qualification requirements of the initiator of the position to counterparties.

9.14. The administrator of PP BETS edits the list of counterparty exclusions (adds and/or removes participants of the electricity market) based on a written statement from the initiator of the position with the signature of the manager and a seal (if available), transferred to the Auction Organizer by any convenient means (by facsimile communication, electronic by mail) with subsequent forwarding of the original by mail with a registered letter.

9.15. During the trading period, the bidders for a position - buyers submit offers of readiness to purchase a lot/package of lots in a position on the terms of the initiator of the position - the seller. To take a leading position (setting the maximum price for a lot/package of lots, for the purchase of which another bidder for a position has already submitted an offer), the bidder for a position must, during the waiting time for the best

offer, increase the current price by 1 (one) or more (without restrictions) price steps. If the offer price differs by 20 (twenty) or more percent from the starting price determined by the auction conditions for the corresponding position at the beginning of the trading period or from the current price formed during the trading period, the initiator of such an offer will receive a warning about this.

9.16. During the bidding period, the bidders of the position - the sellers submit offers on the readiness to sell the lot/package of lots in the position on the terms of the initiator of the position - the buyer. To occupy a leading position (setting the minimum price for a lot/package of combined lots, for the execution of which an offer has already been submitted by another bidder for the position), the bidder for the position must, during the waiting time for the best offer, reduce the current price by 1 (one) or more (unlimited) price steps.

9.17. The waiting time for the best offer is 30 (thirty) seconds.

9.18. A bidder for a position during the bidding period, within the limits of the obligation-free (unblocked) guarantee fee, has the opportunity to submit counter-offers for each of the positions, indicating the desired price for 1 MWh and the desired number of lots. The bidder has the opportunity to submit only 1 (one) counter-offer for each item at a time. Each subsequent counteroffer submitted by a bidder for a specific position replaces the previous counteroffer submitted by him but not accepted by the other bidder counteroffer.

The initiator of the position analyzes the received counter-offers and makes a decision on the expediency of accepting them. In case of acceptance of a counter-offer, and the waiting time for the best offer begins, during which other bidders for the position can improve the current price by 1 (one) or more price steps (without limits) to occupy a leading position on an adjusted lot (or package of lots).

9.19. PP BETS records the fact of concluding an agreement with the bidder on the position whose offer was the leading (the best in terms of price or the only one) at the time of the end of the waiting time for the best offer.

9.20. If by the end of the bidding period no agreement has been concluded at the relevant auction, the Auction Organizer will recognize the auction as not having taken place.

9.21. The parties to the auction assume all risks associated with insufficient reliability of access to the PP BETS via Internet communication channels (communication breakdown) and unguaranteed bandwidth of Internet communication channels (delays in data transmission).

9.22. The auction organizer does not bear any responsibility for losses (damages) incurred by the auction party due to a disconnection between his computer and the server of the Auction Organizer.

## 10. PROCEDURE FOR PROCESSING AUCTION RESULTS

10.1. Based on the results of the auction, the Auction Organizer draws up auction certificates.

10.2. The parties of the agreement may sign the auction certificates with an electronic signature during the bidding period after the expiration of the waiting time for the best offer and during the certificate signing period. The auction certificate signed by the parties of the agreement is registered by the Auction Organizer no later than the day following the conclusion of the agreement (by signing the auction certificate with a qualified electronic signature).

10.2.1. The auction participants - parties to the transaction, before the end of the period of signing the auction certificates, by mutual agreement, may initiate before the Auction Organizer the separation of the concluded transaction/concluded transactions into a separate auction certificate, until both parties sign the auction certificate with an electronic signature.

In order to separate the concluded transaction/concluded transactions into a separate auction certificate, the auction participants - parties to the transaction (each separately) shall apply in writing to the Auction Organizer by sending an official letter (application, etc.) executed in accordance with the Law of Ukraine “On Electronic Documents and Electronic Document Management” to the Auction Organizer's e-mail address specified on the Auction Organizer's official website, which shall contain the following information regarding the transaction to be separated names of the parties to the transaction; number, date and time of the auction; serial number of the transaction; type of electricity sales schedule; volume (in MWh) of electricity; price per 1 MWh (excluding VAT); total cost (excluding VAT).

After receiving the request from the parties to the agreement mentioned in the previous paragraph, the Administrator of PP BETS separates the agreement specified in the letters before the end of the certificate signing period and, based on the result of the separation, forms new auction certificates available for signing with an electronic signature.

10.3. An auction certificate that was not properly signed in accordance with clause 10.2. of the Regulations, has the status "Cancelled" is assigned in the electronic trading system.

10.4. During the period of signing certificates, auction protocols, auction certificates, payment (settlement) documents for the payment of the commission fee, which the parties of the agreement can view and print, are formed in the PP BETS.

10.5. On the basis of the auction certificate, the parties of the agreement, within the period specified by the initiator of the position in the application for placing a position within the auction, are obliged to conclude and sign a bilateral contract for the purchase and sale of electricity, according to the terms of which the initiator of the position is obliged to supply/accept and to pay for electricity, and the position bidder - to accept and pay for/deliver it. The conditions of the auction, announced before its holding, and the value and volume of purchased/sold electricity determined by the results of the auction, during the conclusion of a bilateral contract for the purchase and sale of electricity, are not subject to change.

10.5.1. The total cost of electricity (rounded to 2 (second) digits after the decimal point) under a bilateral contract for the purchase and sale of electricity, concluded based on the results of bidding for the corresponding item in the section "Commercial Section", is defined as the product of the weighted average price (rounded to 2 (second) decimal point) and the total amount of electricity under all agreements included in the relevant auction certificate.

10.6. An auction certificate, on the basis of which a bilateral contract for the purchase and sale of electricity was not concluded, is assigned the status "Cancelled" in the electronic trading system.

10.7. The organizer of the auction compiles bulletins of weighted average prices for each trading session based on the results of the auctions held and makes them public by placing them on the official website on the Internet.

10.8. Electronic documents generated in the PP BETS can be reproduced in paper form. Auction certificates in paper and electronic forms, in accordance with the Law of Ukraine “On Electronic Documents and Electronic Document Management”, have the same legal force. The authenticity of auction certificates can be confirmed by the Auction Organizer in paper form using a seal, as well as a stamp and an analogue of the handwritten signature (facsimile reproduction using mechanical copying means - facsimile) of an authorized person of the Auction Organizer.

## 11. COMMISSION FEE

11.1. To reimburse the Auction Organizer for expenses related to the organization and holding /participation in the auction(s), auction participants are charged a commission in accordance with the Tariffs for Commodity Exchange Services - Limited Liability Company "Ukrainian Energy Exchange".

Commission fee consists of a fixed monthly payment for participation in auctions and a payment for purchase and/or sale transactions from participants who have concluded a transaction(s) with PP BETS, unless otherwise specified in the “Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company“.

11.2. If the auction participant has paid a fixed monthly payment in the current month, which is a component commission fee for participation in the auction for the sale of electricity, in accordance with the Regulations for the organization and conduct of the electronic auction for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, and/or for participation in the auction for the purchase and sale of electricuty under bilateral contracts using the technology of bilateral continuous auction in accordance with the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company such party is exempted from paying in the current month of the fixed monthly payment determined by this Regulations.

11.3. In case of deduction by the Clearing Institution from the auction participant's guarantee fee of the component of the Auction Organizer's commission fee - payment for execution of the purchase and/or sale trades from the auction participants who have concluded the trade(s) in PP BETS, the funds of the party to such trade blocked as collateral for payment of the commission fee on the clearing account, shall be transferred by the Clearing Institution as payment of the commission fee by the auction participant to the bank account of the Auction Organizer not later than 3 (three) business days from the date of the auction, according to the internal documents of the Clearing Institution.

11.4. The day of fulfillment of the auction participant's obligations to pay the commission fee shall be the day of receipt of funds to the account of the Exchange (including from the Clearing Institution).

11.5. A decision of the Exchange Committee may determine a different approach to the formation of the cost of the commission fee and/or the procedure for its payment, in connection with which, appropriate changes are made to the Tariffs for Commodity Exchange Services - Limited Liability Company "Ukrainian Energy Exchange" and are published on the official website of the Auction Organizer.

11.6. The amount of the commission fee is to be paid taking into account the value added tax.

## 12. INFORMATION ABOUT AUCTION RESULTS

12.1. The auction organizer publishes the results of the auction on its official website in the form of a bulletin of weighted average prices with an indication of the sold volume of electricity.

12.2. The auction results report is commercial information.

12.3. The persons who received the report on the results of the auction have no right to publish or transfer it to third parties in any form without the written permission of the Auction Organizer.

12.4. All information, without exception, related to the organization, course and results of the auction, is the property of the Auction Organizer. The auction organizer does not have the right to disclose information related to the parties of the auction certificate, except in cases of providing and/or posting such information on the official website in accordance with the requirements of the current legislation of Ukraine and the contracts concluded with the auction participants, as well as in other cases provided for by the current legislation of Ukraine and internal documents of the Auction Organizer.

12.5. The organizer of the auction stores in electronic databases complete information about the auctions held, containing the dates and times of receiving and registering documents, taking actions for 3 (three) years. The auction organizer stores information related to:

- registration of buyers and sellers in auctions (accession applications, applications for placing a position within the auction, applications for withdrawal of an application for placing a position within the auction, applications for participation in the auction, applications for withdrawing an application for participation in the auction, data on the authorization of auction participants in the PP BETS on the day of the auction, etc.);
- the course of trades (information on all offers (price requests), etc.);
- the results of the auction (information on the offers (price bids) of the winners, auction certificates, etc.).

Appendix 1
to the Regulations of organization and conduct
electronic auctions for the purchase and sale of electricity
under bilateral contracts in the commercial sections of the
commodity exchange - "Ukrainian Energy Exchange" Limited
Liability Company

# Registration form

In accordance with the provisions of section 5 of the Regulations on the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - the Limited Liability Company "Ukrainian Energy Exchange" provides a duly completed registration form and requests access to the commercial sections.

Note: all fields of the form (unless indicated separately) are mandatory. The form is filled out in Ukrainian. Fields in English are optional.

**Information about** the company

| | |
|---|---|
| Company name (full) | (In ukrainian) |
| Company name (full) | (in English) |
| Company name (abbreviated) | (In ukrainian) |
| Company name (abbreviated) | (in English) |
| The company operates on the basis of | (name of the document) |
| Ownership | |
| Legal address: | |
| Zip code | |
| Country | |
| Region | |
| City | |
| District | |
| Street | |
| House | |
| Corps | (to be filled in if available) |
| Office (room) | (to be filled in if available) |
| Legal address (in English) | |
| Mailing address: | |
| Zip code | |
| Country | |
| Region | |
| City | |
| Area | |
| Street | |
| House | |
| Corps | (to be filled in if available) |
| Office (room) | (to be filled in if available) |
| Phone | (record format: +38 0XX XXX-XX-XX) |
| Telephone/Fax | (record format: +38 0XX XXX-XX-XX) |
| E-mail | |
| EDRPOU code | |
| Individual tax number | |
| EIC code | |

| **Current account - 1** | |
|---|---|
| Name of the bank | (In Ukrainian) |
| Name of the bank | (in English) |
| Bank address | |
| Current account | |
| Bank code | |

| **Information about the person who has the right to sign contracts and take actions on behalf of the applicant** | |
|---|---|
| Name of the person | |
| Name of the person | |
| Position of the person | |
| Position of the person | |
| Document type | (passport/ID card) |
| Passport data of the person: | |

| | |
|---|---|
| series | |
| No | |
| issued by | |
| date of issue | (record format: DD.MM.YYYY) |
| Personal ID card data: | |
| document no | |
| date of issue | (record format: DD.MM.YYYY) |
| authority that issued | |
| Identification number of the person | |

| **A representative authorized by the applicant to perform actions on his behalf related to the purchase/sale of electricity at electronic auctions - 1** | |
|---|---|
| Name of the person | |
| | |
| | |
| Position of the person | |
| Document type | (passport/ID card) |
| Passport data of the person: | |
| series | |
| No | |
| issued by | |
| date of issue | (record format: DD.MM.YYYY) |
| personal ID card data: | |
| document no | |
| date of issue | (record format: DD.MM.YYYY) |
| authority that issued | |
| Identification number of the person | |
| Residential address of the person | |
| E-mail of the person | |
| Person's phone (work) | (record format: +38 0XX XXX-XX-XX) |
| Person's phone (mobile) | (record format: +38 0XX XXX-XX-XX) |

**Documents required for the conclusion of the Agreement on the organization and participation in auctions:**

| | |
|---|---|
| 1. Application for accession to the Agreement on the organization and participation in auctions | * Download the document |
| 2. An extract copy from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, issued no later than 1 (one) month before its submission to the Auction Organizer | * Download the document |
| 3. Charter copy (for a legal entity) | * Download the document |
| 4. Balance sheet copy and report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in case of newly started activity) | * Download the document |
| 5. Copy of order (decision/protocol) on the appointment/election of a person(s) (or another document) who has(have) the right to enter into and sign the documents defined by the Regulation, to perform other actions on behalf of the **applicant (in case of accreditation of such a person).** | * Download the document |
| 6. Passport copy and certificate of assignment of an identification number (card on assignment of the registration number of the taxpayer's registration card) | * Download the document |

| | |
|---|---|
| (not provided in case of entering information about the Registration Number of the taxpayer's account card into the passport of a citizen of Ukraine in the form of a card) of the Head and a person who has the right to enter into, sign the documents defined by the Regulations and perform other actions on behalf of the applicant (in the case of providing a passport of a citizen of Ukraine in the form of a card a certificate of residence registration must be provided (paper attachment to the ID card) or an extract from the register of the territorial community, reproduced in the form of a paper copy that may not be certified) (in case of accreditation of such a person) **(in case of accreditation of such a person)** | |
| 7. Public key certificate(s) of the representative(s) authorized(s) by the applicant to perform actions on his behalf related to the purchase/sale of electricity at auctions | * Download the document |
| 8. Passport copy and certificate of assignment of the identification number (card on assignment of the registration number of the taxpayer's registration card) **(not provided if information about the Registration Number of the taxpayer's account card is entered into the passport of a citizen of Ukraine in the form of a card)** of the representative (representatives) authorized by the applicant to perform actions related to the purchase/sale of electricity at auctions on his behalf, if the relevant actions will also be performed by a person(s) other than the one(s) authorized to conclude, sign the documents defined by the Regulations, and perform other actions on behalf of the applicant (in case providing a passport of a citizen of Ukraine in the form of a card, a Certificate of residence registration must be provided (paper supplement to the ID card) or an extract from the register of the territorial community, reproduced in the form of a paper copy that may not be certified). | * Download the document |
| 9. Power of attorney (powers of attorney) of the representative (representatives) authorized by the electricity market participant to perform actions on his behalf related to the purchase/sale of electricity at auctions according to the recommended form. | * Download the document |
| 10. Customer questionnaire | * Download the document |
| 11. Information on the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market for licensing subjects *(for licensing entities)*<br><br>12. Statement on the schematic representation of the ownership structure of a legal entity | * Download the document |

We confirm that the documents provided in electronic form are authentic to the originals. We are responsible for the accuracy of the information provided.

We are familiar with the terms and conditions of the Agreement on the organization and participation in auctions, as well as the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company. We undertake to comply with it unconditionally.

Appendix 2
to the Regulation of organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company

**AGREEMENT**
**on the organization and participation in auctions**

Place of conclusion: Kyiv

**Ukrainian Energy Exchange Limited Liability Company**, legal entity identification code 37027819, address: 01001, Kyiv, 44 Khreshchatyk St., hereinafter referred to as the **"Auction Organizer"**, offers legal entities and individual entrepreneurs who have acquired the status of an electricity market participant, in accordance with the legislation of Ukraine, to receive the services provided for by this Agreement on Organization and Participation in Auctions (hereinafter referred to as the Agreement).

**This Agreement is a public agreement and a agreement of adhesion in accordance with Articles 633 and 634 of the Civil Code of Ukraine, its terms are the same for all and the unconditional acceptance of the terms of which shall be deemed acceptance of this offer by a person who has acquired the status of an electricity market participant in accordance with the legislation of Ukraine,** for which purpose the Auction Organizer shall publish this Agreement as follows**:**

**1. SUBJECT OF THE AGREEMENT**

1.1. In accordance with the terms of this Agreement, the **Auction Organizer** undertakes to organize and conduct auctions for the purchase and sale of electricity under bilateral contracts in commercial sections in accordance with the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in commercial sections of the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter referred to as the Auction Regulations).
1.2. In accordance with the terms of this Agreement a legal entity or individual entrepreneur registered in accordance with the requirements of the Auction Rules as an auction participant (hereinafter referred to as, the **Auction Participant**) undertakes to pay the **Auction Organizer** a commission fee in the amount and manner specified in the Auction Regulations, including, in accordance with "Tariffs for Commodity Exchange Services - Limited Liability Company "Ukrainian Energy Exchange".

**2. BASIC TERMS AND CONDITIONS**

2.1. When performing any, without exception, necessary actions related to participation in the auction(s), the **Auction Participant** must strictly comply with the Auction Regulations.
2.2. **Auction participant** under this Agreement can only be a person who has fulfilled all the requirements and conditions for participating in the auction(s) as the initiator of the position and/or the bidder for the position established by the Auction Regulations, including, but not limited to: submitted a package of documents, was registered by the Auction Organizer as a participant in the auction, and also performed all other necessary actions provided for by the Auction Regulations.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**3.1. The auction participant is obliged to:**
3.1.1. Provide the **Auction Organizer** with reliable information in the applications specified in the Auction Regulations and any other necessary documents.
3.1.2. When performing any actions related to participation in the auction(s), be sure to follow the Auction Regulations.
3.1.3. According to the results of the auction, it is necessary to sign the auction certificate (auction certificates) in the order and term specified in the Auction Regulations.

3.1.4. Based on the results of the auction, conclude a bilateral contract for the purchase and sale of electricity with the other side of the position (the winning bidder / initiator of the position).
3.1.5. Pay the commission fee to the **Auction Organizer** in the amount, order and terms specified in the Auction Regulations.
3.1.6. Perform other duties established by the Auction Regulations and other internal documents of the Auction Organizer, referred to in the Auction Regulations.

**3.2. The auction participant has the right to:**
3.2.1. To initiate the posting of a position(s), as well as the right to participate in bidding for positions posted by other position initiators.
3.2.2. To withdraw your application for placing a position within the auction and/or application for participation in the auction in accordance with the procedure and terms established by the Auction Regulations.
3.2.3. Use other rights of the auction participant specified by the Auction Regulations.
3.2.4. To receive all information necessary for the performance of this Agreement.
3.2.5. Use the entire range of services of the Auction Organizer, which are the subject of this Agreement.

**3.3. The auction organizer is obliged to:**
3.3.1. Organize and conduct auctions in accordance with the terms of the Auction Regulations and this Agreement.
3.3.2. Ensure anonymity and confidentiality of information contained in applications for participation in the auction.
3.3.3. Provide the **Auction Participant** with all information necessary for the proper execution of this Agreement.
3.3.4. Provide the **Auction Participant** with a set of services that are the subject of this Agreement.

**3.4. The auction organizer has the right to:**
3.4.1. Demand from the Auction Participant:
– Unconditional signing of the auction certificate.
– Payment of the commission fee for the provision of services in the manner and under the conditions stipulated by the Auction Regulations.
3.4.2. Cancel registration, stop/suspend technical access to the **Auction Participant** in the cases stipulated by the Auction Regulations.

## 4. COMMISSION FEE AND PAYMENT PROCEDURE

4.1. To reimburse expenses related to the organization and conduct of electronic auctions /participation inelectronic auctions, a commission fee is paid to the **Auction Organizer by the Auction Participant**. The procedure, terms of payment and the amount of the commission fee, as well as other conditions for its payment are determined by the Auction Regulations, including, in accordance with the "Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company.
4.2. The **Auction Organizer**, as a provider of services to the **Auction Participant** in accordance with the terms of this Agreement and the Auction Regulations, draws up primary documents confirming the actual provision of such services, in particular the Act of Services Provided.
4.2.1. The act of services rendered, signed by the **Auction Organizer**, is an appropriate primary document confirming the fact of fulfillment of the **Auction Organizer's** obligations to the **Auction Participant** in accordance with the terms of this Agreement and the Auction Regulations.
4.2.2. In accordance with paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", the absence of details from the **Auction Participant** in the Act of Services Provided, namely: positions and surnames of persons responsible for the implementation of the business transaction and the correctness of its registration, personal signature or other data that allow identifying the person who participated in the implementation of the business transaction, is not a violation of the requirements for the registration of the primary document.

4.2.3. The **Auction Participant** confirms that the procedure for the **Auction Organizer** to prepare primary documents without the **Auction Participant's** details, provided for in this Agreement, is the procedure for documenting business transactions agreed in writing between the **Auction Organizer** and the **Auction Participant** within the meaning of paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine".
4.2.4. The provisions of this clause do not apply to requirements for documentation of business transactions, payment for which is made at the expense of public funds. For such transactions, the Act of Services Provided shall be drawn up in accordance with the procedure provided for in clause 4.7. of this Agreement.
4.3. Within 5 (five) business days from the date of the electronic auction, the **Auction Organizer** shall draw up, sign and send to the **Auction Participant** the Act of Services Provided. In this case, the Act of Services Provided must be dated on the date of the electronic auction.
4.4. The **Auction Organizer** sends the Act of Services Provided in paper or electronic form in one of the following ways:

- through an agreed electronic document management system;
- to the **Auction Participant's** email address specified by him when concluding this Agreement;
- by postal mail or courier delivery to the **Auction Participant's** address specified in his registration data.

4.5. Guided by the provisions of the Law of Ukraine "On Electronic Documents and Electronic Document Management", the Law of Ukraine "On Electronic Identification and Electronic Trust Services", the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", the signing of primary documents by an authorized person of the **Auction Organizer** may be carried out either manually in paper form or using the electronic signature of authorized persons (qualified electronic signature or advanced electronic signature based on a qualified public key certificate).
4.5.1. In this case, electronic documents sent by the **Auction Organizer** to the **Auction Participant** in electronic form and signed with an electronic signature of an authorized person of the **Auction Organizer** have full legal force, generate rights and obligations for the parties (the **Auction Organizer** and the **Auction Participant**), may be presented to the court as evidence and are recognized as equivalent to documents drawn up on paper.
4.5.2. The primary document sent through the electronic document management system is considered to be received by the **Auction Participant** on the day of such sending, unless otherwise established by the rules of the relevant system. If the document is sent after 18:00 on a business day or on a weekend, holiday or non-working day, it is considered to be received on the next business day.
4.5.3. The date of execution of a primary document drawn up in electronic form is considered to be the date indicated in the text of such document as the date of its preparation. This condition applies, including if the actual date of affixing the electronic signature by the authorized person of the **Auction Organizer** is later than the date of execution of the electronic document indicated in the text of the latter.
4.6. In case of objections regarding the services provided by the **Auction Organizer**, the **Auction Participant** is obliged to provide the **Auction Organizer** with motivated written objections indicating specific comments regarding the services provided by the **Auction Organizer** within 3 (three) business days from the date of receipt of the Certificate of Services Provided.
4.6.1. The **Auction Participant** sends motivated written objections through the agreed electronic document management system or to the official email address of the **Auction Organizer**.
4.6.2. If the **Auction Organizer** does not receive from the **Auction Participant**, within 3 (three) business days from the date of receipt of the Act of Services Provided, written motivated objections indicating specific comments regarding the services provided by the **Auction Organizer**, the services are considered to be properly provided by the **Auction Organizer** and accepted by the **Auction Participant** without comments and objections in accordance with the Act of Services Provided, signed by the **Auction Organizer**.
4.6.3. Such an Act of Services Provided is a proper basis for reflecting the business transaction in accounting and making settlements by the **Auction Participant** with the **Auction Organizer** in the manner specified in the Agreement and the Auction Regulations.
4.7. The provisions of clauses 4.2., 4.3. and 4.6. of this Agreement regarding the preparation of Acts of Services Provided without the details of the **Auction Participant** do not apply to business transactions paid

for at the expense of public funds, in particular, transactions of the **Auction Participant**, which is a business entity of state or municipal ownership.
4.7.1. In relations with the above-mentioned **Auction Participant**, the execution of the Act of Services Provided shall be carried out as follows:

- within 5 (five) business days from the date of the electronic auction, the **Auction Organizer** shall draw up an Act of Services Provided, dated the date of the electronic auction, and send it to the **Auction Participant** in two copies, signed by him/her;
- The **Auction Participant** undertakes, within 3 (three) business days from the date of receipt of the Act of Services Provided from the **Auction Organizer**, to sign the act and return one copy to the **Auction Organizer**;
- If the **Auction Participant** fails to sign the Act of Services Provided within the specified period and there are no substantiated written objections indicating specific comments regarding the services provided by the **Auction Organizer** and refusal to sign the Act (sent via the agreed electronic document management system or to the official email address of the **Auction Organizer**), such Act will be considered approved by the **Auction Participant**, and the services will be considered provided and accepted in full.

## 5. TERM OF VALIDITY OF THE AGREEMENT AND ITS EARLY TERMINATION

5.1. This Agreement shall enter into force from the moment of registration by the **Auction Organizer** of the electricity market participant in the electronic trading system - the Software Product "Exchange Electronic Trading System" in the "Electric Power" version in accordance with the procedure established by the Auction Regulations and shall be valid until the Parties fully fulfill their obligations, or until its termination in accordance with clause 5.2. of the Agreement.
5.2. This Agreement may be prematurely terminated by agreement of the Parties or at the initiative of the **Auction Organizer** in the event that the **Auction Participant** fails to fulfill any of the obligations stipulated by this Agreement and/or the Auction Regulations.
5.3. In the event that the **Auction Participant** fails to fulfill any of the obligations stipulated by this Agreement and/or the Auction Regulations, this Agreement shall be considered terminated automatically without the conclusion of any additional agreements/contracts on termination/acts/ or any other documents from the day following the day the **Auction Organizer** sent the notice to the **Auction Participant** in the manner provided for in the Auction Regulations. At the same time, the **Auction Organizer** is considered to have fully and properly fulfilled its obligations under the Agreement, and the monetary obligations of the **Auction Participant**, which arose during the period of validity of this Agreement, are valid until the moment of their full fulfillment.

## 6. LIABILITY OF THE PARTIES

6.1. In case of violation of their obligations under this Agreement, the Parties bear the responsibility defined by this Agreement and the current legislation of Ukraine. Violation of an obligation is its non-fulfillment or improper fulfillment, that is, fulfillment in violation of the conditions defined by the content of the obligation.
6.2. The parties are not responsible for the violation of their obligations under this Agreement, if it occurred through no fault of theirs. The party is considered innocent if it proves that it has taken all measures dependent on it for the proper fulfillment of the obligation.
6.3. A Party shall not be liable for the obligations of the other Party to this Agreement to third parties or for damages that may be caused by the other Party to a third party.
6.4. The Parties shall be liable for the accuracy of the information/documents exchanged by them if the relevant information/documents are created directly by them or the accuracy of such information/documents depends directly on the Party.
6.5. The Party that has breached its obligations under this Agreement shall eliminate such breaches as soon as possible.

## 7. RESOLUTION OF DISPUTES

7.1. All disputes related to this Agreement, its conclusion or those that arise in the process of fulfilling the

terms of this Agreement shall be resolved through negotiations between the Parties.
If the dispute cannot be resolved through negotiations, it is resolved in a court of law according to the established jurisdiction and jurisdiction of such a dispute, in accordance with the legislation of Ukraine.

## 8. FINAL PROVISIONS

8.1. During the term of the Agreement, the Parties shall cooperate and provide each other with information that is objectively necessary for the performance of their obligations under this Agreement.
8.2. Any confidential information constituting a trade secret, in written, oral or electronic form, which a Party receives from the other Party under this Agreement, shall be considered confidential for another three-year period after the expiration or termination of this Agreement. The information shall not be disclosed to a person who is not a party to this Agreement or is not recognized by law as a person entitled to access such information, either in whole or in part, by the Party receiving it hereunder (the Receiving Party) without the prior written consent of the Party disclosing it hereunder (the Disclosing Party).
8.3. The Receiving Party shall not be obliged to obtain prior consent from the Disclosing Party to disclose information that:
8.3.1. at the time of its disclosure under this Agreement or subsequently becomes publicly available, except in cases of breach of this Agreement;
8.3.2. is already known to the Receiving Party at the time of its receipt;
8.3.3. legally acquired in the future by the Recipient Party, without the obligation to keep it secret, from a person who legally owns it, but is not a party to this Agreement.
8.4. The Receiving Party shall not be obliged to obtain the prior consent of the Disclosing Party to disclose the Information:
8.4.1. to directors, officials and employees of the Recipient Party;
8.4.2. to owners (ultimate beneficiaries) of such Recipient Party;
8.4.3. persons providing professional services to such Recipient Party (e.g. auditors, appraisers, experts, etc.);
8.4.4. disclosure of which is necessary or required in accordance with any legislative, administrative, judicial or other legal process binding on the Receiving Party;
8.4.5. disclosure of which is required by the rules and regulations of any exchange on which the shares of the Recipient Party or shares of any of its affiliates are listed, provided that prior to disclosure of such Information, the Recipient Party shall agree with the other Party and provide such Party with a draft disclosure and reasons for disclosure of such information; provided that

- any disclosure of Information by the Receiving Party, other than as provided in Clause 8.4 (8.4.4) and (8.4.5), shall be justified by reasonable necessity on the party of any Person to whom it is disclosed,
- in the cases provided for in Clause 8.4 (8.4.1), (8.4.2) and (8.4.3), the Receiving Party shall use reasonable efforts to limit such disclosure, and
- from the persons referred to in Clause 8.4 (8.4.3), such Party shall require an undertaking in writing to keep such information confidential and provided that such Party shall use reasonable efforts to ensure compliance with such undertaking.

8.5. The Parties undertake to take appropriate measures to protect and preserve the information referred to by the Law of Ukraine “On Capital Markets and Organized Commodity Markets” as professional secrets in the capital markets and organized commodity markets. Disclosure of professional secrets shall be made solely on the grounds, in the manner and in the way prescribed by law.
8.6. The Parties undertake to comply with restrictions on the treatment of insider information established by the current legislation of Ukraine, which became known to each of the Parties in the course of concluding and performing this Agreement and may be classified as insider information.

## 9. ANTI-CORRUPTION CLAUSES

9.1. The Parties undertake to be guided in their activities by the principle of zero tolerance to corruption in any of its forms and manifestations and to take all appropriate measures to prevent, detect and combat corruption in connection with the implementation of this Agreement.
9.2. The Parties undertake to comply with the requirements of the current legislation on prevention of corruption and anti-corruption and compliance policies and business standards adopted by the Parties in connection with the performance of this Agreement, in particular, not to take actions (omissions) that may be

interpreted as corruption or corruption-related offenses.
9.3. Each of the Parties declares that it is unacceptable to stimulate the other Party in any way in connection with the performance of this Agreement, including by providing unlawful remuneration, gifts or other similar actions, in order to obtain unjustified privileges (guarantees) in comparison with other counterparties, accelerate (simplify) existing procedures, perform any other unlawful actions or omissions in favor of the stimulating Party in connection with the performance of this Agreement.
9.4. The Parties undertake to ensure, in accordance with the law, the absence of a conflict of interest that has or may have an impact on the objectivity or impartiality of decision-making or on the performance or non-performance of actions during the conclusion and execution of this Agreement. The Parties undertake to take the necessary measures to eliminate (settle, agree) the conflict of interest in accordance with the requirements of the law in the event of its occurrence in the future during the term of this Agreement.
9.5. Each Party shall inform the other Party of any events known to it that contradict the statements and obligations set forth in this subsection of the Agreement. The Parties shall provide mutual assistance to each other in order to prevent corruption in the course of performance of this Agreement.

## 10. PROCEDURE FOR CHANGING THE CONTRACT

10.1. The **Auction Organizer** shall independently determine the terms of the Agreement and unilaterally decide to amend the terms of the Agreement by setting forth the Agreement in a new version.
10.1.1. The **Auction Organizer** shall inform the **Auction Participant** by publishing on its website information on amendments to the terms of the Agreement not later than 3 (three) calendar days before the date of entry into force of the new version of the Agreement.
10.1.2. In case of disagreement of the **Auction Participant** with the changes made to the Agreement, such **Auction Participant** shall have the right to terminate the Agreement within 3 (three) calendar days from the date of the beginning of the new version of the Agreement by sending a notice by official e-mail to accredit@ueex.com.ua.
10.1.3. Failure of the **Auction Participant** to terminate the Agreement within the specified period shall indicate the unconditional consent of the Auction Participant to the amendments to the Agreement.

## 11. FINAL PROVISIONS

11.1. Agreement shall be legally valid in accordance with Articles 633, 634, 641, 642 of the Civil Code of Ukraine, signing of this Agreement by the Parties in paper form is not required and is not a condition for its entry into force for the Parties.
11.2. Auction participant confirms the fact of familiarization and agreement with all the terms of this Agreement in the version effective as of the date of acceptance of this Agreement and the obligation to familiarize themselves with and comply with all subsequent changes to the terms of the Agreement.
11.3. Auction participant may not propose its own terms and conditions to this Agreement upon joining it.
11.4. The proper, unconditional and irrevocable acceptance of this Agreement shall be the receipt by the Auction Organizer of the signed Application for Accession to the Agreement on Organization and Participation in Auctions in the form of Appendix No. 1 to the Agreement.
11.5. All legal relations arising in connection with the fulfillment of the terms of this Agreement and not regulated by it shall be governed by the Auction Rules and the current legislation of Ukraine.

**DETAILS OF THE UKRAINIAN ENERGY EXCHANGE LIMITED LIABILITY COMPANY**

Legal address: 01001, Ukraine, Kyiv,
44 Khreshchatyk St.
Bank details:
Account No. UA403004650000026003302394670
in JSC "Oschadbank"
bank code 300465
EDRPOU code 37027819
ITN 370278126594

Annex 1
to the Agreement on the Organization and Participation in Auctions

**Attn. of the CEO**
**Ukrainian Energy Exchange**
**Limited Liability Companies**

**APPLICATION**
**on joining the**
**AGREEMENT ON ORGANIZATION AND PARTICIPATION IN AUCTIONS**

_____ (*name of the legal entity*),
legal entity code in the EDRPOU _____
represented by _____ acting on the basis of _____
from the moment of submission of this Application for Accession to the Agreement on Organization and Participation in Auctions, signed and sealed (if any), to the Ukrainian Energy Exchange, shall accede to the Agreement on Organization and Participation in Auctions (hereinafter referred to as the Agreement), which is posted on the official website of UEEX LLC at https://www.ueex.com.ua/.

By signing this Application, I hereby certify that:

1) I am familiar with all the terms and conditions of the Agreement, the requirements of the Rules for Organizing and Conducting Electronic Auctions for the Purchase and Sale of Electricity under Bilateral Contracts in the Commercial Sections on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Rules), as well as other internal documents of Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Auction Organizer), which are posted on the official website of UEEX LLC;

2) accepts all requirements and conditions set forth in the Agreement without exception; fully understands the content, definitions and terminology of all provisions of the above Agreement and other regulatory and internal documents of the Auction Organizer without exception;

3) assumes the obligations and rights of the Auction Participant, unconditionally agrees with them and undertakes to comply with the requirements of the Rules and other regulatory and internal documents of the Ukrainian Energy Exchange, which are posted on the official website of the Auction Organizer;

4) voluntarily conclude the Agreement in accordance with the terms and conditions specified on the official website of the Auction Organizer by joining it in full;

5) unconditionally agrees to all amendments to the Agreement, the Rules and other internal documents of the Auction Organizer that will be made to them in the future;

6) the information received is sufficient to assess the risks, tariffs and costs associated with obtaining the status of the Auction Participant and using the services of UEEX LLC.

DETAILS:
Legal address: _____
Bank details: _____
Legal entity code in EDRPOU: _____
TIN: _____

“-----” ---------- 202 ---

_____ /_____/
(position title) (signature) (full name)

SEAL

**NOTIFICATION (to be executed only by individual entrepreneurs)**

In pursuance of part 2 of Article 12 of the Law of Ukraine "On Personal Data Protection" dated 01.06.2010 No. 2297-VI (hereinafter referred to as the Law No. 2297), the **UKRAINIAN ENERGY EXCHANGE LIMITED LIABILITY COMPANY** (hereinafter referred to as the Exchange) informs that your personal data is included in the Personal Database "Individuals whose personal data is processed in the course of business activities" (hereinafter referred to as the Personal Database), owned by the Exchange. Composition and content of personal data processed in the Personal Data Base: identification data (surname, name, patronymic (if any); passport data (other identity documents), registration number of the taxpayer's account card (if any); place of residence according to state registration; payment details in banking institutions; documents on state registration; documents confirming the status of a taxpayer; data required by the legislation in the field of financial monitoring; electronic identification data (email address, website, phone number), and others. Personal data in the Personal Data Base is processed in automated record-keeping systems, electronic trading systems, and in the form of files (in agreements, contracts, acts of acceptance of services rendered (work performed), invoices, logbooks, organizational and administrative documents, accounting documents, reporting and accounting forms, other hard-copy documents containing personal data), as well as using other software products (Word, Excel, etc.). Your personal data will be processed exclusively by the Exchange's employees who have provided written obligations not to disclose personal data entrusted to them or which became known to them in connection with the performance of their professional and official duties. Pursuant to Article 14 of Law 2297, the Exchange is allowed to transfer (disseminate) personal data of individuals without their consent or authorized persons in cases specified by law, and only (if necessary) in the interests of national security, economic welfare, human rights and for the All-Ukrainian Population Census; in other cases, access to personal data is provided to third parties only with the written consent of the individual on a case-by-case basis. The purpose of processing (including collection) of your personal data is to ensure the implementation, contractual, tax and accounting relations (in accordance with the Tax Code of Ukraine, the Civil Code of Ukraine, the Commercial Code of Ukraine, the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", etc. in accordance with the Charter of the Exchange); provision of services for organizing trade in products on commodity exchanges; preventing the use of the Exchange as a subject of primary financial monitoring for legalization (laundering) of proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction in accordance with the requirements of the legislation on financial monitoring. According to Article 8 of Law No. 2297, you, as a personal data subject, have the right to: 1) to know about the sources of collection, location of your personal data, the purpose of their processing, the location of the personal data controller or to give a corresponding order to obtain this information to persons authorized by you, except in cases established by law; 2) to receive information on the conditions for granting access to personal data, including information about third parties to whom your personal data is transferred; 3) to access your personal data; 4) to receive a response on whether your personal data is processed no later than 30 calendar days from the date of receipt of the request, except as provided by law, and to receive the content of such personal data; 5) to submit a reasoned request to the personal data controller with an objection to the processing of your personal data; 6) to submit a reasoned request to change or destroy your personal data by the personal data controller if such data is processed illegally or is unreliable; 7) to protect your personal data from unlawful processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision, as well as to protect against the provision of information that is inaccurate or discrediting the honor, dignity and business reputation of an individual; 8) to file complaints about the processing of your personal data with the Ukrainian Parliament Commissioner for Human Rights or a court; 9) to apply legal remedies in case of violation of the legislation on personal data protection; 10) to make reservations regarding the restriction of the right to process your personal data when giving consent or entering into a transaction; 11) to withdraw consent to the processing of personal data; 12) to know the mechanism of automatic processing of personal data; 13) to be protected against an automated decision that has legal consequences for you.

**A copy of the notification was received: _____ _____**

**"___"_____20__**

**(signature of an individual)** **(initials, last name of an individual)**

Appendix 3
to the Regulation of organization and conduct
electronic auctions for the purchase and sale of electricity
under bilateral contracts in the commercial sections of the
commodity exchange - "Ukrainian Energy Exchange" Limited
Liability Company

***It is printed on company letterhead.***

**POWER OF AUTHORITY No. ___**

_____ "____" _____ 20___

_____,
*(full name of the legal entity)*
EDRPOU code_____,
_____,
*(location)*
in the person of _____, acting on the basis *(for legal entities)* _____, (hereinafter referred to as the "Principal") hereby authorizes
_____
*(full name)*
(passport series _____ No. _____ issued _____ __.___. _____ of the year, registration number of the taxpayer's registration card _____ (hereinafter – the "Representative"), to represent the interests of the Trustee at electronic auctions for the purchase and sale of electricity under bilateral contracts, which are organized and conducted in the relevant commercial sections of the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange", for which he is given the following powers:
- get a user name (login), access password to the "Exchange Electronic Trading System" software product in the "Electric Power" version;
- participate in electronic auctions of electricity and perform all necessary actions, in particular, but not exclusively, submit applications for placing a position within the auction and/or applications for participation in the auction , conclude auction certificates (by signing electronic documents with the imposition of a qualified electronic signature) and provide the Limited Liability Company "Ukrainian Energy Exchange" with all necessary documents for participation in auctions, as well as documents related to the execution of auction certificates;
- to submit to the Limited Liability Company "Ukrainian Energy Exchange" and receive from the Limited Liability Company "Ukrainian Energy Exchange" the necessary information for the proper and full execution of the powers specified in this power of attorney;
- exercise any other powers, without exception, on behalf of and in the interests of the Trustee, defined by the **Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company**.

The power of attorney is issued without the right of subrogation and is valid until the termination of the Principal's right to participate in electronic auctions specified by this Power of Attorney.

I certify the signature of _____.
(full name of the Representative) (sample signature)

_____ /_____/
(name of the manager's position) (signature) (full name)
SEAL

***For natural persond entrepreneurs - subject to notarization***

**POWER OF AUTHORITY No. ___**

_____ "____" _____ 20___

_____,
*(full name of the individual entrepreneur)*

registration number of the taxpayer's registration card,

_____,
*(place of registration)*

the state registration of which was carried out _____ according to the record number in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations (hereinafter referred to as the "Principal") authorizes with this power of attorney

_____
*(full name)*

(passport series _____ No. _____ issued _____ __.___. _____, registration number of the taxpayer's registration card _____ (hereinafter – the "Representative"), to represent the interests of the Trustee at electronic auctions for the purchase and sale of electricity under bilateral contracts, which are organized and conducted in the relevant **commercial sections** of the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange", for which he is given the following powers:

- get a user name (login), access password to the "Exchange Electronic Trading System" software product in the "Electric Power" version;
- participate in electronic auctions of electricity and perform all necessary actions, in particular, but not exclusively, submit applications for placing a position within the auction and/or applications for participation in the auction , conclude auction certificates (by signing electronic documents by imposing a qualified electronic signature) and provide the Limited Liability Company "Ukrainian Energy Exchange" all necessary documents for participation in auctions, as well as documents related to the execution of auction certificates;
- to submit to the Limited Liability Company "Ukrainian Energy Exchange" and receive from the Limited Liability Company "Ukrainian Energy Exchange" the necessary information for the proper and full execution of the powers specified in this power of attorney;
- exercise any other powers, without exception, on behalf of and in the interests of the Trustee, defined by the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company.

The power of attorney is issued without the right of subrogation and is valid until the termination of the Principal's right to participate in electronic auctions specified by this Power of Attorney.

I certify the signature of _____.
(full name of the Representative) (sample signature)

_____ /_____/
(Name of the individual entrepreneur) (signature) (full name)