"APPROVED":
Exchange Committee
Ukrainian Energy Exchange
Limited Liability Company
Protocol № 1202 of July 26, 2022

Chairman of the Exchange Committee

_____ /Dubovskyi O.

"APPROVED":
Auction committee on the sale of electricity under bilateral contracts
Protocol № 34 of July 25, 2022

_____/_____

REGULATIONS
on organization and holding of electronic auctions
on the purchase and sale of electricity
under bilateral contracts using the technology of bilateral continuous auction on Commodity Exchange -
Ukrainian Energy Exchange
Limited Liability Company

(EDRPOU code 37027819)

{As amended by the decisions of the Exchange Committee of UEEX LLC

No. 1352 dated 22.02.2023, No. 1661 dated 07.03.2024,

agreed by the decisions of the Auction Committee

No. 35 dated 15.03.2023, No. 37 dated 07.03.2024}

Kyiv, 2022

1. GENERAL PROVISIONS

1.1. Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), developed for the implementation and in accordance with the "Procedure for conducting of electronic auctions for the sale of electricity under bilateral contracts", approved by the Resolution of the Cabinet of Ministers of Ukraine of June 5, 2019 No. 499 (hereinafter - the Procedure), internal documents of the commodity exchange - the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Auction Organizer), of the current legislation of Ukraine and determines the mechanism of organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction (hereinafter referred to as the auction), namely: regulates the order of interaction between the Auction Organizer and the auction participants, determines the sequence of actions, terms, terms, procedure and form of their execution during the organization and conduct of auctions, as well as risk management measures of non-compliance (non-fulfillment) by auction participants with the requirements of this Regulations.

1.2. The effect of this Regulations in terms of the organization and conduct of electronic auctions 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 the Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 499, "Provisions on the imposition of special obligations on the participants of the electricity market to ensure the general public interests in the process of functioning of the electricity market", approved by Resolution of the Cabinet of Ministers of June 5, 2019 № 483, "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 and Regulations for the Organization and Conduct of Electronic Auctions for the Purchase and Sale of Electricity for Further Export on the Commodity Exchange exchanges - Ukrainian Energy Exchange Limited Liability Company.

1.3. General monitoring of auctions regarding compliance by auction participants and the Auction Organizer with the Regulations is carried out by the auction committee for the sale of electricity under bilateral contracts at auctions (hereinafter - the Auction Committee) in accordance with Clause 6 of the Procedure.

1.4. This Regulations in accordance with paragraphs 1 item 22 and item 1 p. 8 of the Procedure is agreed by the Auction Committee.

1.5. All concepts and terms used in this Regulations are defined and applied in accordance with the Procedure and current legislation of Ukraine.

1.6. The term "qualified electronic signature" used in this Regulations is used in the sense of a qualified electronic signature in accordance with the Law of Ukraine "On Electronic Trust Services".

In order to properly identify the signer of the electronic document, as well as to check the presence of legal grounds for the representation of the legal entity - the auction participant, in whose interests he acts (employment relations, commission agreement, etc.), the public key certificate of the signer must contain information on the name of the legal entity whose interests he represents

The terms "exchange arbitration", "arbitration decision", "arbitration statement",that are used in this Regulations, are applied in the meaning given in the "Procedure for carrying out exchange market

arbitration on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Procedure for carrying out exchange market arbitration) (Appendix No. 5 to this Regulations).

1.7. Amendments and additions to this Regulations are made in the order provided for its development, approval and approval. All annexes to the Regulations and internal documents of the Auction Organizer, which are referenced in the Regulations, are an integral and integral part thereof.

1.8. The auction organizer informs auction participants and other interested parties of this 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.

1.9.Written appeals by auction participants to the Auction Organizer are made by sending an official letter (application, etc.) to the postal and/or electronic address of the Auction Organizer, indicated on the official website on the Internet at the address: www.ueex.com.ua. The auction participant sends the originals of scanned copies of documents sent to the e-mail address of the Auction Organizer no later than 3 (three) working days to the postal address of the Auction Organizer.

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. Auctions are conducted using the Software Product"Exchange electronic trading system" in the "Electric Power" version (hereinafter - PP BETS),which, in the sense of the provisions of the Order, is an electronic trading system.

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

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

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

2.6. Auctions are conducted in compliance with the following general principles:
- fair competition;
- non-discrimination of auction participants;
- objectivity and impartiality;
- anonymity (impersonalization) of auction participants during bidding, in order to minimize the risk of anti-competitive concerted behavior among auction participants;
- prevention of corruption and abuse;
- conducting auctions only on working days;
- 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".

2.7. Auctions are held on trading days (the business day on which the auction is held), according to the schedule of bilateral continuous auctions approved by the Auction Committee.

2.8. An auction participant who intends to buy and/or sell electricity in accordance with the terms of the auction has the right to submit applications for the purchase and/or sale of electricity during the

bidding period, subject to compliance with the requirements set forth in paragraphs 8.1. - 8.3. Regulations.

2.9. An exemplary form of a bilateral electricity purchase and sale agreement is developed by the Auction Organizer and approved by the Auction Committee.

During the organization and conduct of a bilateral continuous auction, the auction organizer uses a single form of a bilateral electricity purchase and sale agreement for all auction participants.

2.10. During the organization and conduct of auctions in accordance with the provisions of this Regulations, as well as electronic auctions, the organization and conduct of which is carried out in the commercial section for the purchase and sale of electricity (in accordance with the provisions of 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) and in the specialized section for the sale of electricity (in accordance with the provisions of the Regulations for the organization and conduct of electronic auctions for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company), auction participants use General accounts.

2.11. The General account is an account in PP BETS (analytical account individually determined for each individual auction participant), which accounts for the funds deposited by the auction participant into the current account of the Auction Organizer and used by him as a guarantee for the fulfillment of obligations arising from the results conducting auctions in various sections of the Auction Organizer (guarantee deposit to ensure the conclusion of a bilateral electricity purchase and sale contract, guarantee deposit to ensure the payment of the commission fee to the Auction Organizer and guarantee deposit to ensure the fulfillment of obligations under the bilateral electricity purchase and sale contract).

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. Auctions (trading session) - the period of the auction (from 10:00 a.m. to 3:00 p.m. on a trading day), during which auction participants submit applications for the purchase and/or sale of electricity, an automatic procedure of continuous comparison of PP BETS parameters is carried out (conditions) of applications of the opposite direction, submitted to PP BETS, and conclusion of agreements;

3.1.2. Signing of a bilateral contract - the period of signing a bilateral contract for the purchase and sale of electricity with a qualified electronic signature of the seller and the buyer, which begins at the end of the trading period and ends at 5:00 p.m. trading day during which such auction was held. Auction participants who have entered into agreements have the right to sign a bilateral contract for the purchase and sale of electricity also during the bidding period.

3.2. For the correct and stable functioning of the automated workplace and work in PP BETS, the auction participant must observe (or ensure) 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. The auction participant, authorized persons of the auction participant are prohibited from:

3.3.1. To admit persons not registered by the Auction Organizer as authorized persons of such auction participant to the automated workplace from which authorization to the PP BETS is carried out.

3.3.2. Disclose and/or reproduce and/or distribute any information related to the work of PP BETS, which constitutes a commercial secret, confidential information and any other information with restricted access.

3.3.3. Carry out actions aimed at:
- receiving information from PP BETS that is not directly related to such auction participant;
- connecting to the PP BETS network using someone else's username (login) and password or using someone else's login and password;
- the 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;
- implementation of other actions that create prerequisites for the occurrence of failures in the work of PP BETS.

3.3.4. Transfer to any person the user name (login) and/or password for authorization in PP BETS.

3.4. The auction participant must take all 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 anti-virus protection of the workplace and non-interference in the system by third parties from the workplace 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 and/or his authorized person (authorized persons) to the PP BETS or to limit (fully or partially) the powers (actions) of the auction participant and/or his authorized person in the PP BETS in case of violation/non-compliance by the participant of the auction and/or its authorized person of the provisions of the Procedure, Regulations, in the event of detection of unauthorized access attempts by the auction participant (his authorized person) to the PP BETS, as well as in the event of any other circumstances, without exception, preventing the functioning of the PP BETS and/or activities of the Auction Organizer. The restoration of technical access to the PP BETS software or the authority to perform certain actions in the PP BETS software 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 software was a consequence of such failures.

3.6. The organizer of the auction has the right to suspend/terminate the technical access of the auction participant to PP BETS from the moment of suspension or termination of his right to participate in auctions as an auction participant.

3.7. The auction organizer does not bear any responsibility for losses (damages) incurred by the auction participant due to a disconnection between his computer and the server of the auction organizer, as well as in case of non-compliance by the auction participant with the requirements specified in p. 3.2.-3.4. Regulations.

4. AUCTION PARTICIPANTS

4.1. The participants of the auction are the sellers and buyers registered by the Auction Organizer who joined the Regulations on the basis of the application for joining, the form of which is an appendix to this Regulations, which is submitted to the Auction Organizer in the manner and under the conditions specified by this Regulations.

4.2.The sellers at the auction shall be:

4.2.1. electricity producers (except for electricity producers that have been granted a feed-in tariff and electricity producers that have acquired the right to support based on the results of the auction);
4.2.2. guaranteed buyer.
4.3. Buyers at the auction are participants of the electricity market who intend to purchase electricity in accordance with the terms of the auction and are not limited by the current legislation and/or this Regulation in the implementation of such intention.

5. PROCEDURE FOR COMPLETING THE REGISTRATION PROCEDURE AND OBTAINING AUCTION PARTICIPANT STATUS

5.1. The basis for the Auction Organizer to register an electricity market participant as an auction participant (seller and/or buyer) is the adherence of such an electricity market participant to the provisions of this Regulations.

5.2. In order to join the Regulations, the electricity market participant shall follow the link "Access to electricity trading" on the official website of the Auction Organizer (https://accredit.ueex.com. ua) and fills in the Registration Form (for legal entities or individual entrepreneurs) (Annex 1 to this Regulations) in electronic form, to which a file of the scanned application for accession (Annex 2 to this Regulations) certified by the signature of the authorized person and the seal of the electricity market participant (if any) and attached archived files of scanned copies of documents that must be valid (valid) at the time of their submission, namely:
- An extract 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 shall be provided in the form of a printed copy, which shall not be certified);
- Charter (for a legal entity);
- Balance sheet and income statement for the last reporting period with the relevant mark of the statistical authority (if available, in case of a newly started business);
- An order (decision/protocol) on the appointment/election of a person(s) or other document regarding a person(s) who is/are entitled to conclude, sign documents specified in this Regulations and perform other actions on behalf of such an electricity market participant
- passport and certificate of identification number assignment (card on assignment of the registration number of the taxpayer's account card) (not provided in case of entering information on the registration number of the taxpayer's account card in the passport of a citizen of Ukraine in the form of a card) of a person who has the right to conclude, sign documents specified in these Rules and perform other actions on behalf of such an electricity market participant, except when such a person, due to his or her religious or other beliefs refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the State Fiscal Service and has a corresponding mark in the passport (in case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of Residence Registration (paper supplement to the ID card) must be provided);
- Certificate (certificates) of the public key of the representative(s) authorized by the electricity market participant to perform actions on its behalf related to the purchase/sale of electricity at auctions and/or the conclusion of bilateral electricity purchase and sale agreements based on the results of such auctions;
- passport and certificate of identification number assignment (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) of the representative(s), authorized by the electricity market participant to perform on its behalf actions related to the purchase/sale of electricity at auctions, if the relevant actions will be performed by a person(s) other than the person(s) authorized to conclude and sign the documents specified in this Regulations, and performing other actions on behalf of an electricity market participant, unless such a person, due to his or her religious or other beliefs, refused to accept the

registration number of the taxpayer's registration card, notified the relevant body of the State Fiscal Service and has a corresponding mark in the passport (in case of providing a passport of a citizen of Ukraine in the form of a card, a certificate of registration of residence (paper supplement to the ID card) must be provided);
- Power of attorney (powers of attorney) for the representative(s) authorized by the electricity market participant to perform actions related to the purchase/sale of electricity at auctions on its behalf in the recommended form (Annex 3 to this Regulations);
- Client questionnaire (Annex 4 to these Regulations);
- Information on the availability of a license/licenses to conduct the relevant type of economic activity on the electricity market (in case of several licenses, the licensing entity shall provide information on all valid licenses to conduct the relevant type of economic activity on the electricity market), signed by the head of the legal entity (individual entrepreneur) and sealed with the seal of the legal entity (individual entrepreneur) (if any);
- A letter on the ownership structure and data on the ultimate beneficial owners of the legal entity containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer shall establish all available ultimate beneficial owners (samples of the letter containing a schematic representation of the ownership structure are available on the official website of the Auction Organizer in the section "Access to electricity bidding" (https://accredit.ueex.com.ua), tab "Materials

5.4. The auction organizer, no later than 5 (five) working days from the date of receipt of the application for joining from the participant of the electricity market, considers it and registers such a market participant or refuses to register him. The basis for refusal to register such a market participant is exclusively failure to provide and/or provision by him of incomplete and/or inaccurate information specified in the application for joining, about which the Auction Organizer sends him a corresponding message by e-mail indicating the grounds for refusal. Refusal of registration does not deprive such a market participant of the right to re-submit to the Auction Organizer an application for joining at any time after the reasons for the refusal have been eliminated.

5.5. In the absence of comments on the application for accession and the documents attached to it, the Auction Organizer registers the participant of the electricity market in the PP BETS and grants him access to auctions, as noted in the notice of the results of the application for accession, which is sent to the e-mail address of the participant of electricity market specified in the Registration form.

5.6. In the event that the Auction Organizer makes a positive decision on the registration of the auction participant, the participant of the electricity market within 5 (five) working days from the day of receipt of the notification to the e-mail address in accordance with clause 5.5. of this Regulations, directs the Auction Organizer:

originals of the following documents:

- Applications for joining the Regulations;
- Power of attorney (powers of attorney) for the representative (representatives) authorized by the electricity market participant to take actions on his behalf related to the purchase/sale of electricity at auctions in the recommended form (Appendix 3 to this Regulations);
- Customer questionnaires (participant of electronic auctions for the purchase/sale of electricity under bilateral contracts) (Appendix 4 to this Regulations);
- Information on the availability of a license/licenses to conduct the relevant type of economic activity in the electricity market (in case of several licenses, the licensing entity shall provide information on all valid licenses to conduct the relevant type of economic activity in the electricity market), signed by the head of the legal entity (individual entrepreneur) and sealed with the seal of the legal entity (individual entrepreneur) (if any);

- A letter on the ownership structure and data on the ultimate beneficial owners of the legal entity, containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer shall establish all available ultimate beneficial owners;

<u>duly certified copies</u>:

- An extract 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 - a printed copy is provided, which is not certified;
- Charter (for a legal entity);
- The balance sheet and the report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in the case of newly started activity);
- An order (decision/protocol) on the appointment/election of a person(s) or another document regarding a person(s) who has the right to enter into, sign the documents specified in this Regulations, perform other actions on behalf of a participant on the electricity market ;
- passport and certificate of identification number assignment (card on assignment of the registration number of the taxpayer's registration card) (not provided in case of entering information on the registration number of the taxpayer's registration card in the passport of a citizen of Ukraine in the form of a card) of a person who has the right to sign contracts and take actions on behalf of a participant on 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 been notified of this by the relevant authority of the state fiscal service 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 registration of the place of residence must be provided (paper supplement to the ID card));
- passport and certificate of assignment of the identification number (card on assignment of the registration number of the taxpayer's registration card) (not provided in case of entering information on the registration number of the taxpayer's registration 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 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 this Regulations, and perform other actions on behalf of the electricity market participant, 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 relevant authority of the state fiscal service 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)).

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

In the event that changes have occurred in the above-mentioned documents and/or informationon the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market, the auction participant is obliged to provide the Auction Organizer with duly executed updated documents/their copies and/or information on the availability of a license/licenses for the relevant type of economic activity on the electricity market, within 3 (three) working days from the moment of making such changes.

5.7. In the event that the auction participant violates the deadline (5 (five) working days) for providing originals and certified copies of the documents listed in accordance with clause 5.6. of this

Regulations, the Auction Organizer has the right to automatically suspend the auction participant's admission to auctions until such documents are provided in full and duly executed.

5.8. The grounds for canceling the registration of an auction participant are exclusively:
- the application of the registered auction participant to cancel his registration, submitted to the Auction Organizer in accordance with clause 1.9. of the Regulations; at the same time, the date of cancellation of registration is the date following the date of receipt of such application by the Auction Organizer at the postal and/or e-mail address;
щ- 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).

5.9. Documents and actions specified in clauses 5.2. and 5.6. of this Regulations (including submission of the Customer Questionnaire to the Auction Organizer), except for the requirement to submit the original of the Application for Accession to the Rules (Annex 2 to this Regulations) and the 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 a participant, at the time of submission of the Application for Accession to the Regulations (Annex 2 to this Regulations), is already registered in other sections (directions) of the BETS in accordance with the requirements of the Rules for Organizing and Conducting 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 and/or in accordance with the provisions of the Regulations for Organizing and Conducting Electronic Auctions for the Sale of Electricity on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and/or a participant of electronic auctions-seller in accordance with the provisions of the Regulations for Organizing and Conducting Electronic Auctions for the Purchase and Sale of Electricity for Further Export on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company.
1) Power of attorney (powers of attorney) for the representative (representatives) authorized by the participant of the electricity market to take actions on his behalf related to the purchase/sale of electricity at auctions in the recommended form (Appendix 3 to this Regulations);
2) other documents specified in Clause 5.2. of the Regulations, if they are different from the documents submitted by such a participant on the electricity market during the auction participant registration procedure, the organization and conduct of which is carried out in the commercial section for the purchase and sale of electricity in accordance with the provisions of 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 and/or in the specialized section for the sale of electricity in accordance with the provisions of the Regulations for the Organization and Conduct of Electronic Auctions for the Sale of Electricity on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company.

In the event that the Auction Organizer adopts a positive decision on the registration of the auction participant, a participant of the electricity market, in accordance with the procedure and terms specified in Clause 5.6. of the Regulations, provides the Auction Organizer with originals/duly certified copies of the documents specified in Clause 5.6. in accordance with the conditions stipulated in para. 1 clause 5.9 of the Regulations.

5.10. The auction organizer ensures non-disclosure and preservation of information contained in the documents submitted by the electricity market participant (seller/buyer) in accordance with clause 5.2. or clause 5.6. 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, court decisions and/or this Regulations.

6. AUCTION ORGANIZATION PROCEDURE

6.1. The organization and conduct of auctions is carried out by the Auction Organizer.

6.2. To organize and conduct auctions, the Auction Organizer appoints the Administrator of PP BETS (Administrator) - an employee of the Auction Organizer, who carries out comprehensive communication with the auction participants. The e-mail address and contacts of the Administrator may be made known to auction participants in one or more of the following ways: specified in contracts, on the official website of the Auction Organizer, in correspondence, etc.

6.3. In order to organize and conduct the auction, PP BETS opens a trading session (activates the trading period) on each trading day, in accordance with the schedule of bilateral continuous auctions, during which auction participants submit applications for the purchase/sale of electricity.

7. PROCEDURE FOR SUBMITTING APPLICATIONS AND CONDUCTING THE AUCTION

7.1. In order to submit an application for the purchase/sale of electricity, the authorized person of the auction participant must log in to the PP BETS using his personal username (login) and password, and with the help of a qualified electronic signature, confirm that all actions in the PP BETS will be signed by him with a qualified electronic signature and will have full legal effect in accordance with the requirements of the legislation of Ukraine, after which fill in the following mandatory fields of the application:
1) type of standard product;
2) direction of the application – purchase or sale;
3) amounts of electricity (MWh);
4) the price of electricity per 1 MWh is determined in the national currency of Ukraine - hryvnia (UAH) excluding VAT;
5) the signatory of the bilateral agreement is an authorized person of the market participant.

7.2. At auctions, electricity is traded in terms of standard products, which are divided according to:

7.2.1. standard term of execution, on:
1 monthly - month (M, serial number of the month (in the calendar year), during which the supply/selection of electricity will be carried out on a daily basis according to the corresponding sales schedule (BASE/OFFPEAK/PEAK);

7.2.2. sales schedule (hours of the day during which bilateral contracts are executed), on:
1) basic load (BASE — execution within 24 hours a day);
2) peak load (PEAK — execution from 08:00 to 23:00);
3) off-peak load (OFFPEAK — execution from 00:00 to 08:00 and from 23:00 to 24:00);

7.2.3. trade zone - IPS of Ukraine (IPS).

7.3. An application for the purchase/sale of electricity entered in the PP BETS , but not signed with a qualified electronic signature, is not registered in the PP BETS and is not admitted to trading.

An application for the purchase/sale of electricity entered in the PP BETS and signed with a qualified electronic signature can be withdrawn (deleted) by the auction participant at any time during the bidding period.

7.4. The validity period of an application for the purchase/sale of electricity expires at the end of the trading session in which such an application was submitted.

7.5. Submission of an application for the purchase/sale of electricity by an auction participant means the unconditional consent of the auction participant to enter into an agreement on the terms specified in such an application. The purchase/sale application is a public offer (proposal), which is addressed to other auction participants in compliance with the requirements of this Regulations. An application for the purchase/sale of electricity is considered submitted by the auction participant from the moment of registration of such an application in the PP BETS with an indication of the date and time of its registration.

7.6. Applications for the purchase/sale of electricity may use the "all or nothing" parameter, which determines the execution of the application only in full. When deactivating the corresponding parameter, the application can be completed both in full and in part.

7.7. Other detailed information on the procedure for submitting applications for the purchase/sale of electricity, software and technical aspects (in particular, regarding the PP BETS interface, requirements for the software and technical support of the auction participant) and the actions of the auction participants, etc., which are not provided for in this Regulations, are specified in the Instructions user, posted on the official website of the Exchange.

8. PROCEDURE FOR PAYING A GUARANTEE DEPOSIT

8.1. The auction participant (seller/buyer) to ensure the proper fulfillment of obligations under the concluded agreement (agreements), before submitting an application for the purchase/sale of electricity, transfers the guarantee contribution to the current account of the Auction Organizer, which is recorded in the General account of such auction participant and is displayed in the interface of his office in PP BETS.

8.2. Depending on the type of guarantee of the obligations of the auction participants, the guarantee contributions are accounted for by PP BETS as:

8.2.1. a guarantee fee to ensure the conclusion of a bilateral contract for the purchase and sale of electricity, which is 2% of the total value of the electricity specified in the application for the purchase/sale of electricity, which the auction participant intends to purchase or sell;

8.2.2. a guarantee contribution to ensure the fulfillment of obligations under a bilateral contract for the purchase and sale of electricity, which is equal to the value of the volume of electricity for 5 (five) consecutive days of supply within the deadline specified in the application for the purchase / sale of electricity submitted by such a participant auction;

8.2.3. a guarantee deposit to secure the payment of the commission fee to the Auction Organizer, which is 100% of the commission fee.

8.3. PP BETS ensures the admission to auctions of bids for the purchase/sale of electricity of the auction participant, provided that there are unencumbered (unblocked) funds (guarantee contributions) in his General Account. In the event that an auction participant submits an application for the purchase/sale of electricity beyond the free balance of the guarantee contribution, such an application is rejected by the BETS PP with the formation of a corresponding electronic message to the auction participant.

8.4. At the time of submission of an application for the purchase/sale of electric energy, PP BETS simultaneously blocks funds in the General account of such auction participant in the form of:
- guarantee contributions to ensure the conclusion of a bilateral contract for the purchase and sale of electricity and to ensure the fulfillment of obligations under the bilateral contract for the purchase

and sale of electricity, taking into account the total value of the electricity specified in the application, which the participant intends to buy or sell at the auction;
- a guarantee fee to secure the payment of the commission fee to the Auction Organizer, taking into account the total amount of electricity specified in the application, which the participant intends to buy or sell at the auction.

8.5. Guarantee contributions are transferred to the current account of the Auction Organizer, opened in an authorized bank with the purpose of payment: "#PPBETS Replenishment of guarantee funds for participation in auctions" according to the following details: account No.UA403004650000026003302394670in JSC "Oschadbank", EDRPOU code 37027819 (Attention! In case of incorrect entry of the key value in the text of the purpose of payment, the corresponding amount will not be credited to the General account in PP BETS, but will be returned as mistakenly transferred funds to the current account of the auction participant upon written request from the auction participant under the signature of the manager, or other authorized person of such auction participant, and a seal (if any), transmitted by any convenient method (fax, e-mail, etc.) with the subsequent sending of the original by mail. Key meaning in the text the payment destination consists of a hashtag symbol (symbol "#") and the abbreviation PPBETS in Latin capital letters, entered without spaces - #PPBETS). Bids of the participant are admitted to the auction automatically within the limits of the available amount of the guarantee fee in the General account.

9. CONCLUSION OF AGREEMENTS AND BILATERAL ELECTRICITY PURCHASE-SALE CONTRACTS

9.1. The conclusion of agreements in PP BETS is carried out by matching. Matching - automatic conclusion of agreements on the basis of applications for the purchase/sale of electricity submitted by the auction participants in the PP BETS by continuous comparison of the PP BETS parameters (conditions) of purchase applications with sales applications (and vice versa) in accordance with the criteria (price, time) and order (priorities) of their application, namely: price priority, time priority, - and the coincidence of the parameters (conditions) specified in the applications.

9.2. The acceptance price condition for a sell order is a buy order price offer that is equal to or higher than that specified in the corresponding sell order. The acceptance price condition for a buy order is a sell order price offer that is equal to or lower than that specified in the corresponding buy order.

9.2.1. In the event that for an application for the purchase/sale of electricity, in respect of which PP BETS carries out a comparison, there are one or more applications of the reverse direction, with the corresponding parameters (conditions) of acceptance, then such applications are ranked by price, starting with the most favorable price (for the submitted application for sale - from the highest purchase price, and for a submitted purchase order - from the lowest sale price). Applications with the same price are ranked depending on which of them is registered in PP BETS earlier in time.

9.2.2. If within the stated conditions of the application for the purchase/sale of electricity (volume, type of standard product, etc.) available for matching, ranked applications of the opposite direction are found, then they and the submitted application are accepted.

9.2.3. If the volume of ranked applications for the purchase/sale of electricity available for matching exceeds the volume of the submitted application, the submitted application is accepted in full by PP BETS, and the last of those that are suitable for matching (in accordance with the terms of the application) is accepted in part. The unaccepted balance of the volume of the last order to buy/sell electricity remains in the order register and will be available for acceptance until the end of this trading session.

If the volume of ranked applications for the purchase/sale of electricity available for matching is less than the volume of the submitted application, the submitted application is partially accepted by PP BETS (if the "all or nothing" parameter is not defined in its terms) in the volume of matched applications for the purchase/sale of electricity. The unaccepted volume of the submitted order will be available for matching until the end of this trading session.

9.2.4. If there are no available for comparison (selection) of an application for the purchase/sale of electricity with a price that meets the price conditions of such an application and other conditions (parameters) of the application, the submitted application remains in the application register and will be available for acceptance until the end of this trading period session.

9.3. The moment of conclusion of the agreement by the auction participant is considered to be the moment of registration of such an agreement in PP BETS with indication of the date and time of its registration.

9.4. Applications for the purchase/sale of electricity that remained unaccepted (unfulfilled) at the end of the trading session are automatically canceled (cancelled) by the PP BETS.

9.5. On the basis of the agreement concluded in PP BETS, the parties to such an agreement, in the specified paragraphs 3.1.2. of Regulations period, are obliged to conclude a bilateral contract for the purchase and sale of electricity in accordance with the sample form approved by the Auction Committee, by signing with qualified electronic signatures in the PP BETS.

9.6. The bilateral electricity purchase and sale contract is signed with a qualified electronic signature of the authorized person of the party to the agreement, in respect of which the Auction Organizer has been provided with confirmation of the relevant powers, was specified in the purchase/sale application and who entered the PP BETS portal using his personal login and password.

9.7. In the event of disputes between auction participants during the termination and performance of contracts provided for in this Regulations, the parties to these contracts have the right to out-of-court settlement of disputes in accordance with the Exchange Arbitration Procedure.

9.8. Based on the results of the auction, PP BETS automatically forms the protocol of the auction, which is approved by the Auction Organizer.

9.9. The auction organizer compiles bulletins of weighted average prices for each trading session based on the results of auctions held and publishes them by placing them on the official website on the Internet no later than the business day following the day of such auctions.

9.9.1. The auction organizer can calculate other indicators, the order of calculation of which is determined by its internal documents.

9.10. Unless otherwise provided by the functional features of the PP BETS, electronic documents generated in the PP BETS may be reproduced in paper and electronic forms, which, in accordance with the Law of Ukraine "On Electronic Documents and Electronic Document Management", have the same legal force.

9.10.1. Electronic documents created in the PP BETS can be reproduced in paper and electronic forms, which according to the Law of Ukraine "On Electronic Documents and Electronic Document Management" have the same legal force;

9.10.2. The authenticity of electronic documents that are created in the PP BETS 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 the authorized person (authorized persons) of the Auction Organizer (according to sample, in accordance with Appendix 5 to this Regulations).

10. PROCEDURE FOR UNLOCKING AND WITHDRAWAL (RETURN) OF THE GUARANTEE DEPOSIT AND CARRYING OUT CALCULATIONS

10.1. In case of partial fulfillment of the application for the purchase/sale of electricity of the auction participant, the guarantee fees specified in clause 8.2. of the Regulations and blocked on the General account of such auction participant, are unblocked:
- guarantee contributions for securing the conclusion of a bilateral contract for the purchase and sale of electricity and ensuring the fulfillment of obligations under a bilateral contract for the purchase and sale of electricity - in proportion to the total value of the volume of electricity of the unfulfilled part of such an application;
- a guarantee contribution to ensure the payment of the commission fee to the Auction Organizer - in proportion to the amount of electricity of the unfulfilled part of such bid;
and become free from obligations (unblocked) guarantee contributions, available for withdrawal (return to the auction participant) or their further use in the PP BETS by such a participant, including to ensure the fulfillment of his obligations for other applications for the purchase/sale of electricity.

In case of full implementation of the application for the purchase/sale of electricity of the auction participant by concluding agreements with two or more auction participants, the guarantee contributions specified in clause 8.2. of the Regulations and blocked on the General account of such auction participant, are allocated to ensure the fulfillment of obligations for each individual agreement depending on the volume (with respect to the guarantee contributions, defined in clause 8.2.3. of the Regulations) or the cost of electricity (with respect to the guarantee contributions, defined in 8.2.1 - 8.2.2 of the Regulations) specified in such agreements.

10.2. According to the results of the conclusion of a bilateral contract for the purchase and sale of electricity, by imposing a qualified electronic signature by both parties to such an agreement, the guarantee contributions for securing the conclusion of a bilateral contract for the purchase and sale of electricity, which are blocked on the General accounts of the parties to the bilateral contract for the purchase and sale of electricity, are unblocked after the end of the period of signing the bilateral contract and become free from obligations (unblocked) guarantee contributions, available for withdrawal (return to the parties of the bilateral agreement on the purchase and sale of electricity) or its further use in PP BETS by such participants of the auction, including under security fulfillment of obligations for other applications for the purchase/sale of electricity.

10.3. In the event of non-fulfillment of one of the parties to the agreement, the obligation to conclude a bilateral contract for the purchase and sale of electricity in the specified paragraphs. 3.1.2. Term of the Regulations:

10.3.1. Guarantee contribution to ensure the conclusion of a bilateral contract for the purchase and sale of electricity, blocked on the General account:
- the parties to the agreement, which violated clause 9.5. obligations, is unlocked after the end of the period of signing the bilateral electricity purchase and sale contract, is automatically debited from the General Account and transferred by the Auction Organizer to the bank account of the other party to such an agreement, which fulfilled the obligations in the part of the conclusion of the bilateral electricity purchase and sale contract, in the form of a fine;

10.3.2. Guarantee contributions to ensure the fulfillment of obligations under a bilateral electricity purchase and sale contract, blocked on the General accounts of the parties to such a contract in order to ensure the proper fulfillment of obligations under such a contract, are unblocked after the end of the period of signing the bilateral electricity purchase and sale contract and become free from obligations (unblocked) guarantee contributions, available for withdrawal (return to auction participants) or their further use in PP BETS by such auction participants - parties to the agreement, including, to ensure the fulfillment of their obligations under other applications of purchase / sale of electricity.

10.4. In the event that the parties to the agreement do not fulfill their obligations to conclude a bilateral contract for the purchase and sale of electricity, in the specified paragraphs. 3.1.2. The term of the Regulations, guarantee contributions, provided for in paragraphs pp. 8.2.1. - 8.2.2. of the Regulations and blocked on their General accounts, are unblocked after the end of the period of signing the bilateral electricity purchase and sale contract and become free from obligations (unblocked) guarantee contributions, available for withdrawal (return to such auction participants - parties to the agreement) or their further use in PP BETS by such participants of the auction - parties to the agreement, including, to ensure the fulfillment of their obligations under other applications for the purchase/sale of electricity.

10.5. In the case of proper fulfillment of obligations under a bilateral contract for the purchase and sale of electricity by both parties, the guarantee contribution provided for in para. 8.2.2. of the Regulations and blocked on the General account, in order to ensure the proper performance of obligations under such a contract, it is unblocked on the second working day following the last day of the standard term for the performance of such a contract, and becomes a free from obligations (unblocked) guarantee deposit, available for withdrawal (return to the parties of the bilateral contract for the purchase and sale of electricity) or its further use in PP BETS, including to ensure the fulfillment of obligations under other applications for the purchase/sale of electricity.

10.6. In case of non-fulfilment/proper fulfillment of obligations under a bilateral electricity purchase and sale contract by one of the parties to such a contract, the guarantee fee specified in para. 8.2.2. of the Regulations and blocked on the General account, in order to ensure the proper fulfillment of obligations under the following contract:

10.6.1.Of the party to the contract that violated the terms of such a contract - is unlocked, automatically debited from its General Account and transferred by the Auction Organizer to the bank account of the other party that has fulfilled the terms of such a bilateral contract for the purchase and sale of electricity, in the form of a fine no later than 3 (three) banking days from the date of acceptance of such arbitration decision by the exchange arbitration;

10.6.2. of the party to the contract that has fulfilled the terms of such contract - is unlocked in accordance with clause 10.5. of this Regulations.

In case of non-fulfillment/improper fulfillment of obligations under a bilateral electricity purchase and sale contract by one of the parties to such an agreement, the other party that has fulfilled the obligations has the right to apply for arbitration to the exchange arbitration in accordance with the Exchange Arbitration Procedure. The decision to open an arbitration proceeding is made in accordance with the procedure and time limits specified in the Exchange Arbitration Procedure.

10.7. In the event of the occurrence of the cases specified in para. 10.3.-10.4., 10.6. of Regulations, auction participants (parties to the agreement, parties to the bilateral electricity purchase and sale contract) are not released from the obligation to pay the commission fee and other mandatory

payments stipulated by the internal documents of the Auction Organizer and defined by this Regulations.

10.8. The organizer of the auction transfers the guarantee fee specified in para. 1 pp. 10.3.1 and para. 1 pp. 10.6.1. of the Regulations, to the current account of the party to the agreement/contract with the purpose of payment: "GC from _____ (name of the party to the agreement/contract) as a penalty for breach of obligation under _____ (agreement/dd) No. _____ dated "___" _____ 20__, concluded) according to the results of auction No._____ from "___"_____20__excluding VAT".

10.9. Settlements under a bilateral contract for the purchase and sale of electricity are made directly between its parties - the buyer and the seller, unless otherwise determined by the provisions of this Regulations.

11. COMMISSION FEE

11.1. In order to reimburse the Auction Organizer for expenses related to the organization and conduct of the auction, a commission is collected from the auction participants in accordance with "Tariffs for services of commodity exchange- Ukrainian Energy Exchange Limited Liability Company.

The commission fee consists of a fixed monthly payment for participation in auctions and a payment for carrying out purchase and/or sale transactions from participants who have entered into an agreement (agreements) with PP BETS, unless otherwise specified in the "Tariffs for services of commodity exchange- Ukrainian Energy Exchange Limited Liability Company ".

11.2. Payment by the party to the agreement of the commission fee in the part of the payment for the execution of purchase and/or sale transactions is carried out at the expense of the guarantee fee specified in paragraphs 8.2.3. of Regulations blocked on the General account of such auction participant.

The auction participants pay the commission fee as part of the fixed monthly payment for participation in the auctions on the basis of the corresponding payment (settlement) document formed by the Auction Organizer, in the term and in the amount determined by such document, unless otherwise specified in "Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company".

11.3.According to the results of the conclusion of the agreement, the guarantee fee, specified in paragraphs 8.2.3. of the Regulations and blocked to ensure the payment of the commission fee to the Auction Organizer, is unblocked and automatically debited from the General Account of such party to the transaction.

11.4. If the auction participant has paid the fixed monthly payment in the current month, which is a component of the commission fee for participation in the auction for the purchase and sale of electricity under bilateral contracts in the commercial sections for the purchase and sale of electricity, in accordance with the Regulations 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, for participation in a specialized section for the sale of electricity, in accordance with the provisions of the Regulations for Organizing and Conducting an Electronic Auction for the Sale of Electricity on the Commodity Exchange - Ukrainian Energy Exchange, such party shall be exempt from paying the fixed monthly payment specified in this Regulations in the current month. .

11.5. The amount of the commission fee is paid taking into account 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 table indicating the weighted average price and volume of electricity sales in terms of standard products.

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

12.3. All information, without exception, related to the organization, progress and results of the auction, is the property of the Auction Organizer and information with limited access. The auction organizer does not have the right to disclose information related to the parties to a bilateral contract for the purchase and sale of electricity, except in cases of providing and/or placing 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 possible court decisions .

12.4. The organizer of the auction keeps 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 (applications for joining, applications for the purchase/sale of electricity, data on the authorization of auction participants in the PP BETS on the day of the auction, etc.);
- the results of the auction (information about concluded agreements, bilateral contracts for the purchase and sale of electricity, etc.).

12.5. In the event that the Auction Organizer receives a corresponding request from the NEURC and/or the Auction Committee and/or the Antimonopoly Committee of Ukraine and/or the Ministry of Energy regarding the provision of information on the results of the auctions formed based on the results of the auction(s), the Auction Organizer is obliged to provide a response to such a request no later than 3 (three) working days following the date of receipt of such a request by the Auction Organizer.

Appendix 1
to the Regulations on 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

Registration card

We ask you to consider the Application for joining the Regulations for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

Note: all fields of the form (unless indicated separately) are obligatory. 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 in the genitive case)
Ownership	
Legal address:	
Index	
Country	
Region	
City	
Area	
Street	
House	
Corps	(to be filled in if available)
Office (room)	(to be filled in if available)
Legal address (in English)	
Mailing address:	
Index	
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 bank	(In Ukrainian)
Name of 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	(in the nominative case)
Name of the person	(in the genitive case)
Position of the person	(in the nominative case)
Position of the person	(in the genitive case)
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	(in the nominative case)
	(in the genitive case)
	(in the accusative case)
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 joining the Regulations for the organization and holding of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company:

1. Application for joining 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	* Download the document
2. Extract 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. Statute (for a legal entity)	* Download the document
4. Balance sheet 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. An order (decision/protocol) on the appointment/election of a person(s) or other document regarding a person(s) who has the right to enter into and sign the documents defined by the Regulations and take other actions on behalf of a participant on the electricity market	* Download the document

6. Passport and certificate of assignment of an identification number (card on assignment of the registration number of the taxpayer's registration card) of a person who has the right to sign contracts and take actions on behalf of a participant on the electricity market (in the case of providing a passport of a citizen of Ukraine in the form of a card, it must be provided Certificate of residence registration (paper attachment to the ID card))	* Download the document
7. Public key certificate(s) of the representative(s) authorized(s) by the electricity market participant to take actions on his behalf related to the purchase/sale of electricity at auctions and/or the conclusion of bilateral contracts for the purchase and sale of electricity based on the results such auctions	* Download the document
8. Passport and certificate of assignment of the identification number (card on assignment of the registration number of the taxpayer's registration card) of the representative (representatives) authorized (authorized) by the participant of the electricity market to perform actions related to the purchase/sale of electricity on his behalf auctions, if the corresponding actions will also be performed by a person(s) other than the one(s) authorized to conclude, sign the documents specified by this Regulations, and perform other actions on behalf of the electricity market participant (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of Residence Registration (paper appendix to the ID card) must be provided)	* Download the document
9. Power of attorney (powers of attorney) for a representative (representatives) authorized by an electricity market participant to perform actions related to the purchase/sale of electricity at auctions on his behalf	* Download the document
10. Customer questionnaire (participant of electronic auctions for the purchase/sale of electricity under bilateral contracts)	* 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 entities)".	* 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.

The Ukrainian Energy Exchange Limited Liability Company is familiar with the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electric energy under bilateral contracts using the technology of bilateral continuous auction on the commodity exchange. We undertake to fulfill it without fail.

Appendix 2
to the Regulations on 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

PRINTED ON LETTERHEAD

CEO
Ukrainian Energy Exchange
Limited Liability Company

Ref. No. _____
dd _____

STATEMENT
about joining
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

_____ (full name of the legal entity),
Identification code of the legal entity _____,
Location (specified in the founding documents) _____,
in person (position and full name of the authorized person)_____, acting on the basis of _____

from the moment of submission to the Ukrainian Energy Exchange Limited Liability Company of this Application for joining the Regulations 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 - Ukrainian Energy Exchange Limited Liability Company , signed by an authorized person -_____ and sealed (if available) _____ (full name of the legal entity):

1) joins the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), which has the status of an accession agreement in the sense Art. 634 of the Civil Code of Ukraine, as well as to other internal documents of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Exchange), which are posted on the official website of the Exchange - https://www.ueex.com.ua;
2) accepts all requirements and conditions established in the Regulations without exception; fully understands the content, definitions and terminology of all, without excluding the provisions of the above Regulations and other regulatory and internal documents of the Exchange;
3) undertakes the duties and rights of a participant in an electronic auction for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction, unconditionally agrees with them and undertakes to comply with the requirements of the Regulations and other regulatory and internal documents of the Ukrainian Energy Exchange Limited Liability Company which are posted on the Exchange's official website https://www.ueex.com.ua;
4) by signing this statement, we give unconditional and irrevocable consent to transfer the dispute to exchange arbitration in the sense of the Procedure for carrying out stock market arbitration on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company Limited Liability Company, which is an appendix to the Regulations for the organization and conduct of an electronic auction for the purchase of sale of electricity under bilateral contracts using the technology of bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company;
5) agrees that any changes and additions to the Regulation are made in the manner prescribed for its development, approval, and are also approved by the auction committee for the sale of electricity under bilateral contracts at auctions and are published on the official website of the Exchange https://www .ueex.com.ua; unconditionally agrees with such changes and/or additions and undertakes to comply with and comply with them.

"-----" ---------- 202 ---

_____ /_____/
(name of the manager's position) (signature) (initials, last name)
seal

Appendix 3
to the Regulations on 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

PRINTED ON 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
_____
(initials)
(passport series _____ No. _____ issued _____ __.___. _____ (hereinafter - the "Representative"), to represent the interests of the Trustee at electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a two-way continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, for which he is granted 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 for the purchase and/or sale of electricity using the bilateral continuous auction technology and perform all necessary actions, in particular, but not exclusively, submit applications for the purchase/sale of electricity, conclude a bilateral contract for the purchase and sale of electricity (through signing of electronic documents by superimposing a qualified electronic signature) and providing the Ukrainian Energy Exchange Limited Liability Company with all the necessary documents for participation in auctions, as well as documents confirming the proper execution of the bilateral electricity purchase and sale agreement; (note: indicate restrictions on taking actions if they exist);
- to submit to the Ukrainian Energy Exchange Limited Liability Company and receive from the Ukrainian Energy Exchange Limited Liability Company 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, determined by the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company .

The power of attorney is issued without the right of assignment and is valid until the termination of the right of the Principal to participate in electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction, which is organized and conducted by the Ukrainian Energy Exchange Limited Liability Company.

I certify the signature of _____.
(initials of the Representative) (sample signature)

_____ /_____/
(name of the manager's position) (signature) (initials, last name)
seal

For Individual-Enterpreneur - 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 in _____ under the record number in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations (hereinafter - the "Trustee"), with this power of attorney authorizes

_____
(initials)

(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 using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company , 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 for the purchase and/or sale of electricity using the bilateral continuous auction technology and perform all necessary actions, in particular, but not exclusively, submit applications for the purchase/sale of electricity, conclude a bilateral contract for the purchase and sale of electricity (through signing of electronic documents by superimposing a qualified electronic signature) and providing the Ukrainian Energy Exchange Limited Liability Company with all necessary documents for participation in auctions, as well as documents confirming the proper execution of a bilateral contract for the purchase and sale of electricity; (note: indicate restrictions on taking actions if they exist);
- to submit to the Ukrainian Energy Exchange Limited Liability Company and receive from the the Ukrainian Energy Exchange Limited Liability Company 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, determined by the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company .

The power of attorney is issued without the right of assignment and is valid until the termination of the right of the Principal to participate in electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction, which is organized and conducted by the Ukrainian Energy Exchange Limited Liability Company.

I certify the signature of _____.
(initials of the Representative) (sample signature)

_____ /_____/
(full name of the individual entrepreneur) (signature) (initials, last name)

Appendix 4
to the Regulations on 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

UKRAINIAN ENERGY EXCHANGE УКРАЇНСЬКА ЕНЕРГЕТИЧНА БІРЖА

AN K E T A - QUESTIONNAIRE

client (participant of electronic auctions from purchase/sale of electricity under bilateral contracts)

Ukrainian Energy Exchange Limited Liability Company

The questionnaire is filled out for implementation

Law of Ukraine "On Prevention and Counteraction of Legalization (Laundering) of Criminal Proceeds, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" dated December 6, 2019 No. 361-IX

The information from the Questionnaire is 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) and indicates that all the specified information is complete, valid and true; the source of property and assets is exclusively legal activity.

The Ukrainian Energy Exchange Limited Liability Company guarantees that all information provided in the Questionnaire will be used exclusively

to identify the legal entity/entrepreneur and will be kept with an appropriate level of confidentiality.

1.	**Full and abbreviated name of the client**	
1.1.	**Form of ownership (if other form of ownership, specify the relevant data)**	☐ private enterprise ☐ State Enterprise ☐ Municipal Enterprise ☐ other: _____
1.2.	**Whether the client is held for the account State budget of Ukraine or local budgets (fully or partly) ? (filled exclusively state and communal enterprises)**	☐ Yes ☐ No
1.3.	**Does the client belong to non-profit enterprises/institutions/organizations in accordance with the legislation of Ukraine? (if yes, specify the relevant data)**	☐ Yes (_____) ☐ No
2.	**Identification code according to the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations**	
3.	**Date and number of the entry in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations about state registration (if available)**	
4.	**Location/Place of registration/Legal address**	
5.	**Actual location**	
6.	**Contact phone and fax numbers**	
7.	**Email address, official website (if available)**	
8.	**Information (name and address) about the parent company, corporation, holding group, industrial and financial group or other association of which the client is a member (if available)**	
9.	**The number of employees according to the staff list**	
10.	**Description of the main types of economic activity)**	
11.	**Do the types of activities that the client is actually engaged in (plans to engage in in the case of newly started activities) correspond to the types of activities entered in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations according to the Classification of types of economic activity.** **If not, indicate what other types of activities the client is engaged in that are not included in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations.**	☐ Yes ☐ no (_____)
12.	**Was there a reorganization, separation, renaming of the business entity, or is the business entity the legal successor of another legal entity? (if yes, specify the relevant data)**	☐ Yes (_____) ☐ No
13.	**Has there been a change in participants (from 0%) or shareholders (from 10%), directors, board members, supervisory board, other management bodies over the past two years? (if so, indicate the relevant changes, their date and the content of the changes)**	☐ Yes (_____) ☐ No

14.	**Is the business entity in the process of termination (through liquidation, merger, merger, division, transformation) or separation? (if yes, specify the relevant data)**	☐ Yes (_____) ☐No
15.	**Has the competent authority (authority of the business entity, court, registrar, etc.) taken a decision on the liquidation/termination of the business entity? (if yes, specify the relevant data)**	☐Yes (_____) ☐No
16.	**Has bankruptcy proceedings been opened against the business entity? (if yes, specify the relevant data)**	☐Yes (_____) ☐No
17.	**Is the entity in default? (if yes, specify the relevant data)**	☐ Yes (_____) ☐ No
18.	**Does it leadentityactivities in the territories of states classified as offshore zones, according to the Decree of the CMU dated 23.02.2011 No. 143-p.(if yes, give details)**	☐Yes (_____) ☐No

19. Compliance with international sanctions/anti-corruption requirements:

	Is the business entity a legal entity that:- was created and registered in accordance with the legislation of the Russian Federation; - created and registered in accordance with the legislation of Ukraine, by the ultimate beneficial owner, member or participant (shareholder) with a share in the authorized capital of 10 percent or more, which is the Russian Federation, a citizen of the Russian Federation, in addition to living on the territory of Ukraine on a legal basis grounds, or a legal entity created and registered in accordance with the legislation of the Russian Federation? (if yes, specify the relevant data)	☐Yes (_____) ☐No
	Is there a business entity/ the ultimate beneficial owner of the business entityby a person whose accounts are prohibited from spending transactions by the National Bank of Ukraine (resident of the Russian Federation/Republic of Belarus)? (if yes, specify the relevant data)	☐Yes (_____) ☐No
	Have Ukrainian/international sanctions (in particular, but not exclusively, UN, USA, European Union, United Kingdom of Great Britain and Northern Ireland) for the entire period of the company's existence? (if yes, specify the relevant data)	☐Yes (_____) ☐No
	Have Ukrainian/international sanctions been applied to the ultimate beneficial owner (including, but not limited to, UN, US, EU, UK and Northern Ireland sanctions)? (if yes, specify the relevant data)	☐Yes (_____) ☐No
	Does the business entity/ultimate beneficial owner interact with persons subject to international/Ukrainian sanctions, in particular SDN, non-SDN (contractual relations, including an agreement on joint	☐Yes (_____) ☐No

	activities, participation in public organizations, joint participation in business (ownership of other by legal entities), financing in any form, litigation, personal connections)? (if yes, specify the relevant data)	
	Confirmation that the ultimate beneficial owner/members of the executive body/members of the supervisory body of the company have no criminal record for corruption crimes, laundering of income obtained illegally, fraud, financing of terrorism; as well as confirmation that no investigation or legal proceedings are being conducted against them. (if you choose the option "do not confirm", enter the relevant data for each person)	☐I confirm ☐do not confirm (_____)
	Whether the business entity, its parent/subsidiary/sister company, their ultimate beneficial owner/members of the executive body/members of the supervisory body are involved in investigations/judicial proceedings against other persons in connection with corruption crimes, money laundering, fraud, terrorist financing? (if yes, specify the relevant data)	☐Yes (_____) ☐No

20. Information on management bodies and their composition:

No	Name, date of birth, country of permanent residence, registration number of the taxpayer's registration card (note: filled in in accordance with the laws of the country of residence of the natural person), in the absence of the registration number of the taxpayer's registration card, the series and number of the passport are indicated , a member of the management authority	The position of a member of the management authority (including higher, controlling, executive Management authority)
1.		
2.		
3.		

21. Data identifying persons who have the right to manage accounts and property and are authorized to act on behalf of the client:

No	Name, registration number of the taxpayer's registration card (note: filled in in accordance with the laws of the country of residence of the natural person), in the absence of the registration number of the taxpayer's registration card, the series and number of the passport are indicated	Country of citizenship, country of permanent residence, date of birth	Share (%) in the authorized capital (direct ownership)*	Indirect share (%) in the authorized capital (indirect ownership)*
1.				
2.				
3.				

* - filled in if individuals own a share in the authorized capital

22. Information on the structure of ownership (direct ownership) with an indication of the share (list of persons who have direct ownership):

No	Full name of legal entity. persons/initials of natural person	Identification code of a legal entity, location/Citizenship of a natural person, data of a passport or other identity document (series, number, date of issue and the authority that issued it),	Share (%) in the authorized capital

		place of residence or stay, registration number of the taxpayer's registration card (note: to be filled in accordance with the laws of the country of residence of the natural person) (if available), date of birth	
1.			
2.			
3.			

23. Identification data of individuals who are the ultimate beneficial owners (controllers)

(Data on persons who have a formal right to 25 percent or more of the authorized capital or voting rights in a legal entity, but are commercial agent(s), nominal owner(s) or nominal holder(s) or only intermediaries in relation to such rights, cannot be considered as confirmation of the establishment of the ultimate beneficial owner (controller):

No	Name	Country of citizenship, data of a passport or other identity document (series, number, date of issue and the authority that issued it), place of residence or stay, registration number of the taxpayer's registration card (note: to be filled in according to the laws of the country of residence natural person) (if available), date of birth	Position*
1.			
2.			
3.			

* - filled in if the person holds a position in the company according to the staff list

24. Are there persons authorized to represent the interests of the final beneficial owners (controllers)?

☐Yes ☐No

If "Yes", then please fill in the following table

No	Name	Country of citizenship, data of a passport or other identity document (series, number, date of issue and the authority that issued it), place of residence or stay, registration number of the taxpayer's registration card (note: to be filled in according to the laws of the country of residence natural person) (if available), date of birth	Position
1.			
2.			
3.			

25. Are there national public figures, their relatives or persons related to public figures among the individuals specified in points 20-24 of this Questionnaire?

☐Yes ☐No

If "Yes", then please fill in the following table

No	Name of a public figure (if there are related persons, the full name of the person with whom the person is related is additionally indicated)	Position holds or held	Duration (period)
1.			
2.			
3.			

26. Are there any foreign public figures* or figures performing public functions in international organizations, or their family members or persons connected with politically significant persons - foreign public figures?**

☐Yes ☐No

If "Yes", then please fill in the following table

No	Name of a public figure (if there are related persons, the full name of the person with whom the person is related is additionally indicated)	Position helds or held	Duration (period)
1.			
2.			
3.			

* Foreign public figures - natural persons who perform or have performed prominent public functions in foreign countries, namely: the head of state, government, ministers (deputies), members of parliament or other bodies performing the functions of the state legislative body, chairmen and members of the boards of central banks or accounting chambers, members of the Supreme Court, the Constitutional Court or other judicial bodies whose decisions are not subject to appeal, except for appeals in connection with exceptional circumstances, ambassadors extraordinary and plenipotentiary, chargé d'affaires and heads of central military administration bodies, heads of administrative, management or supervisory bodies of state enterprises, members of governing bodies of political parties.

** Officials who perform public functions in international organizations are officials of international organizations who hold or have held the position of head (director, chairman of the board or other) or deputy head in such organizations or perform or have performed any other management (significant public) functions at the highest level, including in international intergovernmental organizations, members of international parliamentary assemblies, judges and leading officials of international courts.

27. Are there separate units (branches, representative offices, etc.):

☐Yes ☐No

If "Yes", then please fill in the following table

No	The name of the separate unit	Type of subdivision	Location address
1.			
2.			
3.			

28. Characteristics of the client's financial condition (for newly created enterprises, data on profit, loss and net income are indicated if available):

	For the last reporting period, the amount (in thousand hryvnias or the corresponding monetary unit in which the reporting is submitted) (according to the last reporting submitted to the fiscal authorities (I quarter, half year, nine months, year)	For the similar reporting period of the previous year, the amount (in thousand hryvnias or the corresponding monetary unit in which the reporting is submitted) (according to the reporting submitted to the fiscal authorities for the same period of the previous year)
The size of the registered authorized capital:		
Amount of paid-up authorized capital:		
Net profit (+) / net loss (-) (or planned for the current year in the case of a newly started business):		
Net income from sales of products/services:		
Amount of current accounts payable for long-term liabilities:		
Amount of current accounts payable for goods, works, services:		
Bank loans:		
Deposits in banks:		

Date of completion: "____" _____20___

_____	_____	_____
(position of manager or authorized person)	*(signature)*	*(surname, initials)*

seal (if available)

Appendix 5
to the Regulations on 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

SAMPLE

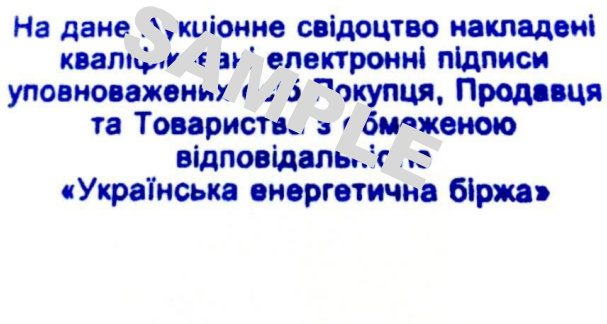
AN ANALOGUE OF A HANDWRITTEN SIGNATURE

(FACSIMILE REPRODUCTION USING MEANS OF MECHANICAL COPYING - FACSIMILE) AUTHORIZED PERSON OF THE AUCTION ORGANIZER - CEO OLEKSANDR KOVALENKO:



SAMPLE

AUCTION ORGANIZER'S STAMP:



Appendix 6
to the Regulations on 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

The procedure for exchange arbitration
on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

1. GENERAL PROVISIONS

1.1. This Procedure for Exchange Arbitration on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Procedure) is developed in accordance with the Regulation on Stock Arbitration of the Ukrainian Energy Exchange Limited Liability Company, regulates the procedure for out-of-court settlement of disputes between participants of electronic auctions on the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auctionarising from the termination and execution of the contracts provided by Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of a bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), and is an integral part of the Regulations.

1.2. The purpose of this Procedure is to ensure the protection of the rights and legitimate interests of the auction participants by considering the dispute between them and making an impartial decision and applying appropriate measures of influence to the violators.

1.3. Terms used in the Procedure:

1.3.1. An arbitrator (judge) is a member of the Exchange Arbitration.

1.3.2. Arbitration application - an application submitted to the Exchange Arbitration by the Applicant, whose rights and legal interests are violated, for Arbitration proceedings;

1.3.3. The arbitration agreement is the consent of the auction participants/persons who intend to participate in the auction to refer the dispute to the Exchange Arbitration. Such consent is unconditional and is formalized at the time of signingApplications for joining (Appendix 2 to the Regulations) by indicating such consent in the Application.

1.3.4. Arbitration case – a dispute referred to the Exchange Arbitration,arising from the termination and/or performance of the stipulated contracts provided by the Regulations.

1.3.5. Arbitration decision – a decision made by the Exchange Arbitration following the results of the Arbitration Review of the Arbitration Case.

1.3.6. Arbitration proceedings (process) – consideration and resolution of a dispute between auction participants who are parties to the dispute, and the adoption of a corresponding decision, which is mandatory for implementation by such parties to the dispute.

1.3.7. Exchange arbitration on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (in the text - Exchange Arbitration) is a permanent body of the Exchange consisting of 3 (three) Arbitrators, established on the basis of the decision of the Exchange Committee of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Exchange Committee) and in accordance with the legislation of Ukraine, the internal documents of the Exchange, the Regulations and carries out its activities within the framework of the competence defined by this Regulations and the implementation of the statutory tasks and goals of the Exchange. Exchange arbitration is not an arbitral tribunal.

1.3.8. An expert is a person who has a special higher education and/or professional knowledge on issues in the field of electricity.

1.3.9. Exchange Arbitration meeting - a meeting for arbitration consideration and resolution of an arbitration case - a specific dispute between auction participants/persons who intend to participate in the auction.

1.3.10. The parties to the Arbitration case are the Applicant and the Defendant, who concluded the Arbitration Agreement.

1.4. All other concepts and terms are used in the meanings defined in the Regulations, other internal documents of the Exchange and the legislation of Ukraine.

1.5. The place of Exchange arbitration and the place of arbitration of disputes is the location of the Exchange.

2. COMPETENCE OF EXCHANGE ARBITRATION

2.1. The jurisdiction of the Exchange Arbitration includes the resolution of disputes between auction participants/persons who intend to participate in the auction, which arise in the course of the Exchange's activities as the Auction Organizer, with the exception of disputes which, according to the law, are subject to resolution exclusively by the competent courts of Ukraine.

2.2. Exchange arbitration operates on the principles of:

- legality;
- the independence of the Arbitrators and their subordination only to the law;
- equality of the parties to the arbitration case;
- competitiveness of the parties to the Arbitration Case in providing their evidence;
- binding decisions of the Exchange Arbitration for the parties to the Arbitration Case;
- comprehensiveness, completeness and objectivity of the decision of the Arbitration case.

3. PROCEDURE FOR ESTABLISHING EXCHANGE ARBITRATION AND SELECTING ARBITRATORS. TERMINATION OF AUTHORITIES OF THE ARBITRATOR

3.1. Exchange arbitration is established based on the decision of the Exchange Committee. The arbitrator is appointed by the decision of the Exchange Committee for a period of 1 (one) year from among representatives of Exchange members, Exchange employees, Experts proposed by the Exchange Committee. The arbitrator must have a special higher education and/or professional knowledge: be a specialist in the legal and/or economic and/or financial spheres and/or work experience in matters that are part of the Exchange's professional activity.

In order to ensure the continuous functioning of the Stock Exchange Arbitration, the Stock Exchange Committee forms a personnel reserve of the Stock Exchange Arbitration, the quantitative and personal composition of which is determined by the decision of the Exchange Committee.

In case of temporary absence of the Arbitrator or in the event that he cannot perform the duties assigned to him for any reason, his powers (without the right of delegation) are temporarily entrusted to a person who is in the personnel reserve of the Exchange Arbitration, by making the appropriate decision Exchange Committee.

Exchange arbitration is headed by the Chairman, who is appointed by the decision of the Exchange Committee from among the selected Arbitrators.

In case of temporary absence of the Chairman of the Exchange Arbitration or if he cannot perform the duties assigned to him for any reason, his duties shall be performed by the Arbitrator determined by the decision of the Exchange Committee.

3.2. The arbitrator is independent, impartial and objective in the performance of his duties. The arbitrator cannot be a representative of any of the parties to the Arbitration Case.

3.3. The authority of the Arbitrator shall be terminated in the event of:

- recusal or self-recusal (in this case, the powers are terminated only for the specific Arbitration proceedings);
- adoption by the Exchange Committee of a decision on early termination of the Arbitrator's powers (revocation), including for non-performance/improper performance of the Arbitrator's duties;
- entry into legal force of the court's guilty verdict against him, in the event that he is recognized by the court as limited or incapacitated;
- his death, his recognition as missing or his declaration as deceased on the basis of a court decision that has entered into force.

3.4. Procedure for removal and self-removal of the Arbitrator.

The parties to the Arbitration case have the right to challenge the Arbitrator only if there are valid reasons, confirmed by proper and admissible evidence, about the existence of circumstances that raise doubts about the Arbitrator's compliance with the provisions of clause 3.2. In order.

The decision to dismiss the Arbitrator is made by the Chairman of the Exchange Arbitration. The decision to dismiss the Chairman of the Exchange Arbitration is made by the Exchange Committee. In the event that the objection of the Arbitrator/Chairman of the Exchange Arbitration is satisfied, the issue of the organization of the Exchange Arbitration's activities is regulated by Clause 3.1. of this Order.

The arbitrator is obliged to recuse himself if he is a person related to any party to the Arbitration proceedings, he was aware (or became aware) of any facts or circumstances that could prevent him from making an objective and impartial decision decision.

4. PROCEDURE (REGULATIONS) FOR CONSIDERATION OF ARBITRATION CASES

4.1. The arbitration application is submitted to the Exchange Arbitration in writing signed by the head or authorized representative of the Applicant.

The arbitration application must contain:

- the name of the Exchange Arbitration, for consideration of which the Arbitration Application is submitted;
- names and details of the parties to the Arbitration case;
- specifying the price of the claim (if necessary);
- content of requirements;
- a statement of the circumstances on which the requirements are based;
- evidence confirming the stated requirements, a reasonable calculation of the amounts charged or disputed, in particular, an extract from the MMS platform of the operator of the electricity transmission system, a notification from a financial (banking) institution about the lack of payment under the contract;
- a list of written materials, documents and other evidence attached to the Arbitration Statement.

Other information may be specified in the Arbitration Statement if, in the opinion of the Applicant, bringing them to the attention of the Exchange Arbitration is necessary for the correct resolution of the Arbitration Case.

4.2. Evidence of sending a copy of the Arbitration Statement and copies of the documents attached to it to the Defendant is attached to the Arbitration Statement.

4.3. In one Arbitration Statement, several claims related to the grounds of occurrence or submitted evidence may be combined. The Exchange Arbitration, at its discretion and on its own initiative, has the right to combine several homogeneous Arbitration cases involving the same parties into one case, which it notifies the parties to the Arbitration proceedings in writing.

4.4. The arbitration application is submitted at the location of the Exchange Arbitration. The arbitration application can be submitted in electronic form to the following email address:www.ueex.com.ua. In such a case, the Applicant must submit all appendices to such Arbitration Statement and the Arbitration Statement itself in paper form, no later than within 5 (five) working days from the moment the Exchange Arbitration receives the Arbitration Statement in electronic form. The day of submission of the Arbitration Statement in paper form is considered the day of its registration in the office of UEEX LLC.

4.5. The decision to open the Arbitration proceedings is taken by the Chairman of the Exchange Arbitration no later than three working days after the receipt of the Arbitration application. The Applicant and the Defendant will be notified by e-mail about the opening of the Arbitration proceedings, the date and time of the meeting.

The term of the Arbitration proceedings cannot exceed 30 (thirty) calendar days from the moment of the decision to open it.

4.6. The Chairman of the Exchange Arbitration refuses to open the Arbitration Proceeding/accept the Arbitration Statement in the event that the dispute is not subject to consideration by the Arbitration and/or if the Arbitration Statement is drawn up improperly and/or there is no proper, reliable and admissible evidence sufficient to resolve the Arbitration Case. The notice of refusal to open the Arbitration proceedings/accept the Arbitration application is sent to the Applicant by e-mail. After eliminating the shortcomings of the Arbitration Application, the Applicant has the right to submit it again, but no later than within 60 (sixty) calendar days from the date of receipt of the notification of refusal to open the Arbitration Proceeding/acceptance of the Arbitration Application.

4.7. The arbitration proceedings are carried out with the participation of the Applicant and the Defendant (or: The arbitration proceedings can be carried out in the presence of the Parties (at their separate request) or without their presence according to the available materials. The Parties can participate in the meeting directly in the premises of the Exchange Arbitration (at their separate request) or remotely using appropriate technical means (in video conference mode).

Arbitration proceedings are carried out in real time (via the Internet) using appropriate technical means (in video conference mode). The non-appearance of the parties does not prevent the Arbitration proceedings and the decision-making by the Exchange Arbitration.

4.8. The defendant has the right to submit his objections, responses, explanations, evidence, etc. to the address of the Exchange Arbitration and the Applicant within 5 (five) working days from the day of sending him a notification via e-mail about the opening of the Arbitration proceedings.

4.9. At the proposal of the Exchange Arbitration, an expert may be involved in the Arbitration proceedings, and an examination may be conducted.

4.10. The parties have the right to agree on the conclusion of a settlement agreement, which is subject to approval by the Exchange Arbitration, prior to the decision of the Exchange Arbitration on the merits of the Arbitration Dispute. If the terms of the settlement agreement contradict the legislation, internal documents of UEEX LLC and/or violate the rights and legitimate interests of other persons, the Exchange Arbitration refuses to approve the settlement agreement and continues the Arbitration proceedings until the relevant decision is made.

4.11. During the session of the Exchange Arbitration, a protocol is kept, in which all essential information regarding the Arbitration Proceeding is recorded in chronological order, the content of the dispute, explanations of the parties, submitted evidence, established circumstances, etc. The protocol is signed by the Chairman of the Exchange Arbitration and the secretary.

4.12. The arbitration proceedings shall end with the adoption of the Arbitration Decision on the merits of the Arbitration Case or the decision to terminate the proceedings in the Arbitration Proceedings. The arbitration decision is made by open voting by a simple majority vote.

Voting during the meeting in the video conference mode is carried out by a member of the Exchange Arbitration raising his hand to the question of the chairman of the meeting about who is "for", "against" or "abstained". Based on the results of the discussion and voting, the chairperson of the meeting announces the adopted Arbitration decision, indicating the number of votes of members of the Exchange Arbitration present at the meeting who voted "for" and, if available, "against" or "abstained".

In the case of an equal distribution of votes, the vote of the chairperson at the Exchange Arbitration meeting on the Arbitration Proceeding is decisive.

The decision must be legal and justified. The arbitral decision shall be made in writing and signed by the Chairman of the Exchange Arbitration and the Arbitrators who were present at the meeting, and shall enter into force from the moment of its announcement.

A scanned copy of the Arbitration Decision is sent to the Parties to the Arbitration Case no later than the second working day following the day of the meeting. At the written request of the Party to the Arbitration Case, a certified copy of the Arbitration Award is provided.

The Arbitration Award must state:

- introductory part: indicating the name of the Exchange Arbitration, the time and place of adoption of the Arbitration decision, the names of the Arbitrators, the names of the parties to the Arbitration case, the subject of the stated claims;
- descriptive part: a concise statement of the positions of the Applicant, the Defendant, explanations of the persons participating in the Arbitration proceedings (including an expert - if available);
- motivational part: the established circumstances of the case and accepted evidence, the reasons for which the Exchange Arbitration rejected or took into account the evidence or petitions of the parties, legal norms and/or internal documents of UEEX LLC, which the Exchange Arbitration was guided by when making the Arbitration decision;
- resolutive part: indicating the conclusion on the satisfaction of the Arbitration Application in full or in part, the amount of money to be recovered, the term and/or procedure for payment of funds, the procedure for distributing the costs of the Arbitration Review, on the refusal to satisfy the Arbitration Application, on the approval of the settlement agreement, on termination of the Arbitration proceedings, the term and procedure for the entry into force of the Arbitration decision, the period of implementation of the Arbitration decision, other circumstances that the Exchange Arbitration deems appropriate to specify in the Arbitration decision.

4.13. The calculation of the fine for non-performance/improper performance of the bilateral electricity purchase and sale agreement is carried out by the specialists of the electricity section of the Auction Organizer and is submitted together with the justification of such calculation to the Exchange Arbitration during a specific Arbitration hearing for adoption of the Arbitration decision.

4.14. The arbitration decision of the Exchange Arbitration is final and not subject to appeal. The parties give their consent to the mandatory unconditional implementation of the Arbitration decision by signing the Application (consent) of the auction participants/persons who intend to participate in the auction to refer the dispute to the Exchange Arbitration of the Ukrainian Energy Exchange Limited Liability Company.

4.16. If necessary, the parties to the Arbitration Case may apply to a competent court to resolve the dispute in accordance with the current legislation of Ukraine, outside of the procedure specified in this Rules.

5. ENFORCEMENT OF ARBITRATION AWARD

5.1. The arbitral award is enforced in a compulsory manner and the terms established in such award. If the Arbitration case does not relate to the fulfillment of obligations secured by a guarantee contribution in terms of the fulfillment of the terms of the bilateral contract for the purchase and sale of electricity, defined

by the Regulations, the Arbitration decision is executed by the parties voluntarily, in the order and terms established in such a decision.

5.2. The compulsory procedure for the execution of the Arbitration decision must provide for the application of a fine to the party of the bilateral contract for the purchase and sale of electricity, who violated the obligations under such a contract, by transferring such a fine by the Auction Organizer to the account of the party in whose favor the Arbitration decision was made, at the expense of the guarantee fee under ensuring the fulfillment of the terms of a bilateral contract for the purchase and sale of electricity, which is equal to the value of the volume of electricity for 5 (five) consecutive days of supply within the deadline specified in the application for the purchase / sale of electricity submitted by such an auction participant.

6. ARBITRATION COSTS

6.1. Arbitration costs consist of the sums to be paid for the examination, involvement of an expert, as well as other costs related to the Arbitration Proceedings.

6.2. Arbitration costs shall be borne by:

- on the Applicant - in case of refusal to satisfy the Arbitration application;
- for the Defendant - in case of satisfaction of the Arbitration Statement;
- to both sides of the Arbitration Case in proportion to satisfied requirements - in case of partial satisfaction of the Arbitration Statement.

6.3. Arbitration costs are tariffs for services provided by Exchange Arbitration.