APPROVED
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Ukrainian Energy Exchange
Limited Liability Company
Minutes of the Exchange Committee meeting
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REGULATIONS

on the organization of trade in exchange goods included in the list of types products, the trade of which is carried out exclusively on organized commodity markets

(new edition)

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CONTENT

1. General provisions. Terms and definitions 3

2. Requirements for bidders regarding the use of a separate module of the electronic trading system 6

3. Admission conditions 8

4. General conditions for exchange operations 10

5. Functions of the Exchange 14

6. Procedure for disclosure and provision of information 14

7. Final and transitional provisions 15

ANNEX 1 17

ANNEX 2 24

ANNEX 3 26

1. General provisions. Terms and definitions

1.1. Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded are carried out exclusively on organized commodity markets (hereinafter - the Regulations), developed in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Exchange Rules), the Law of Ukraine "On Commodity Exchanges", the Law of Ukraine "On Capital Markets and Organized Commodity Markets", Resolution of the Cabinet of Ministers of Ukraine dated December 30, 2021 No. 1433 "On approval of the list of types of products traded exclusively on organized commodity markets" and the Charter of the Ukrainian Energy Exchange Limited Liability Company .

1.2. This Regulations is mandatory for bidders, employees of the Exchange and other persons who carry out exchange operations regarding exchange goods, the trade of which is carried out exclusively on organized commodity markets, in accordance with the list approved by the Cabinet of Ministers of Ukraine for the implementation of the fifth part of Article 5 of the Law of Ukraine "On Capital Markets and Organized Commodity Markets", receive services for the organization of trade in products on the organized commodity market, which provide for the execution of other actions by the participants of the trade in a separate module of the electronic trading system of the Exchange in the direction "Trade in exchange goods included in the list of types of products, trade which is carried out exclusively on organized commodity markets", as well as authorized representatives persons admitted to exchange operations in accordance with this Regulations.

This Regulations does not apply to exchange agreements and exchange contracts concluded and registered by the Exchange for other areas of exchange trading.

1.3. This Regulations defines the procedure for the organization of exchange operations regarding exchange goods, which are traded exclusively on organized commodity markets, in accordance with the list approved by the Cabinet of Ministers of Ukraine for the implementation of the fifth part of Article 5 of the Law of Ukraine "On Capital Markets and Organized Commodity Markets", provision of services on the organization of trade in products on the organized commodity market, which provide for the execution of other actions by the participants in the trade in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods included in the list of types of products that are traded exclusively on organized commodity markets", regulates the order of interaction between The Exchange, participants in trades, including members of the Exchange, and legal relations, that arise between them during the fixation and registration of the terms of exchange agreements and exchange contracts regarding the above-mentioned exchange goods.

1.4. All annexes to the Regulations and internal documents of the Exchange, which are referenced in the Regulations, are an integral part of it.

1.5. The terms used in this Regulations have the following meaning:

Analogue of handwritten signature (AHS)	simple electronic signature - a mandatory requisite for the application procedure, entering information about the essential conditions of the contract for the sale of exchange goods, regarding which an agreement has been reached, changes to such essential conditions or other actions of the market participant, which is intended to protect against forgery and distortion of information in documents and actions of such a participant in a separate module of the electronic trading system of the Exchange.
Exchange commodity (goods)	products, the trade of which is carried out exclusively on organized commodity markets, and the types of which are defined in accordance with the fifth part of Article 5 of the Law of Ukraine "On Capital Markets and Organized Commodity Markets" in the appendix to the Resolution of the Cabinet of Ministers of Ukraine dated December 30, 2021 No. 1433 " On the approval of the list of types of products, the trade of which is carried out exclusively on organized commodity markets" (with changes and additions);
A document certifying the consent of the counterparty	a document uploaded to the ETS, which allows establishing and recording the counterparty's agreement with the essential terms of the contract of sale of exchange goods, with changes made to the contract of sale of exchange goods on the basis of an additional agreement, with the transfer of information about such essential conditions of the contract of sale - sale of exchange goods of the Exchange;
Extract from the register of exchange contracts	a document in electronic or paper form, which is created in ETS and contains information about fixed and registered exchange contracts;
Extract from the register of exchange transactions	a document in electronic or paper form, which is created in the ETS and contains information about fixed and registered exchange transactions;
Agreement on the provision of services for the organization of	the agreement on the provision of services for the organization of trade in products on the organized

trade in products on the organized commodity market (Agreement)	commodity market, which provides for the performance of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods included in the list of types of products that are traded exclusively on organized commodity markets";
Application	an unconditional offer (offer) to buy (purchase order) or to sell (application for sale) of exchange goods;
Information on the essential conditions of the contract for the sale of exchange goods, on which an agreement has been reached (information about the essential terms of the contract)	information on the essential conditions of the contract for the sale of exchange goods, regarding which an agreement has been reached, which is entered into a separate module of the electronic trading system of the Exchange by a bidder under the direction "Trading in exchange goods included in the list of types of products, which are traded exclusively on organized commodity markets" with for the purpose of fixation and registration by the commodity exchange on such terms of the exchange agreement;
A separate module of the electronic trading system of the Exchange (ETS)	a separate component of the electronic trading system of the Exchange, with the help of which the Exchange provides services for the organization of trade in products on the organized commodity market, which provide for the execution of other actions by the participants in the electronic trading system of the Exchange in the direction "Trading in exchange goods included in the list of types of products that are traded exclusively on organized commodity markets" in particular: entry by participants of exchange trades into the electronic trading system of the Exchange of information about the essential conditions of the contract of sale of exchange goods, regarding which an agreement has been reached, fixation and registration in accordance with such essential conditions of exchange agreements and exchange contracts regarding exchange goods, as well as other actions defined this Regulations;

Trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets (trade in exchange goods)	the direction of exchange trading, within which exchange transactions are carried out in relation to exchange goods, services are provided for the organization of trade in products on the organized commodity market, which involve the execution of other actions by participants in the ETS;
Participants of exchange trades(bidders)	business entities that have the right to carry out exchange operations regarding exchange goods in accordance with this Regulations.

1.6. The terms not defined in these Regulations have the meanings given in the laws of Ukraine on organized commodity markets and other normative legal acts, internal documents of the Exchange.

1.7. The Regulations, as well as changes and additions to it, are approved by the Exchange Committee of the Ukrainian Energy Exchange Limited Liability Company and are posted on the official websitewww.ueex.com.ua.

2. Requirements for bidders regarding the use of a separate module of the electronic trading system

2.1. To ensure proper work in ETS bidders are obliged to comply with the requirements regarding the compliance of hardware (technical) and software, access to the Internet, as well as the minimum requirements established by the Exchange, which are published on the official website of the Exchange.

2.2. Bidders are obliged to:

- unconditionally comply with the requirements of this Regulations, other internal documents of the Exchange, contract, lease agreement for exchange places, requirements of current legislation, etc.;
- take all necessary measures to prevent the occurrence of circumstances that may cause damage or improper functioning of the ETS;
- to ensure the installation and smooth functioning of the licensed anti-virus protection of automated workplace;
- to take measures that make it impossible to interfere with the work of the ETS by third parties;
- prevent the use of an automated workplace by other persons;

- prevent the disclosure, use, distribution of information that became known to the bidder in connection with access to ETS, which contains a commercial secret, confidential or restricted information;
- do not take action to obtain information from ETS, which is not directly related to providing to the participant of bidding services for the organization of trade in products on the organized commodity market;
- do not connect to ETS using someone else's AHS or the method of choosing someone else's login or password;
- not to divulge or transfer to other persons your AHS, logins, passwords, other means of identification of the bidder;
- not to use any software and technical and other means for penetration, unauthorized access to ETS;
- not to carry out unauthorized changes to the standard operating procedure of the Exchange's technological equipment, aimed at hacking, attacking, discrediting the Exchange;
- not to take other actions that are aimed at or may lead to disruptions in work of ETS or in the activities of the Exchange;
- immediately notify the Exchange of any interventions in the work of ETS or their attempts by the part of third parties, which have a consequence occurrence of circumstances that may cause improper functioning of ETS;
- perform actions aimed at proper functioning of ETS, provision of fixation and registration of exchange transactions and exchange agreements, unconditional implementation of this Regulations, other internal documents of the Exchange, contract, lease agreement of exchange places, requirements of current legislation.

2.3. Bidders assume all risks associated with unreliability of access to ETS via Internet channels (communication breakdown, delay in data transmission, failures, etc.).

2.4. The exchange is not responsible for possible losses or losses of the bidder resulting from unreliability of access to ETS via Internet channels (disruption of communication between the participant's automated workplace and ETS, delay in data transmission, failures, etc.).

2.5. In case of violation by the bidder of the requirements of this Regulations, other internal documents of the Exchange, contract, the lease agreement for exchange places, current legislation, etc., the Exchange has the unconditional right to stop or restrict bidder access to ETS. Restoration of access is carried out at the decision of the Exchange, subject to elimination by the bidder relevant violations and full compensation for the losses incurred by the Exchange, if any.

3. Admission conditions

3.1. Admission to exchange trades conducted in accordance with these Regulations, can get entity, which:

- passed accreditation and acquired the status of non-permanent member Exchanges in accordance with the Regulation on the leasing of exchange seats at the commodity exchange - Ukrainian Energy Exchange Limited Liability Company;
- entered into an Agreement with the Exchange on the provision of services for the organization of trade in products on the organized commodity market in accordance with the standard form established by Appendix No. 1 to these Regulations;
- provided Exchanges power of attorney on a representative who will perform the broker's powers (if such powers will not be performed by the head of the bidder) in accordance with the standard form, established Appendix No. 2 to of this Regulations;
- concluded the Public Offer Agreement on the use of an analogue of a handwritten signature in accordance with the standard form established by Appendix No. 3 to this Regulations.

3.2. In order to conclude the Agreement, entity which has the status of non-permanent member Exchanges, go to your own account via the link "For current clients" (https://accredit.ueex.com.ua/current/), selecting the type of accreditation "Exchange trading", and in the section "Access to exchange operations with exchange goods (RCMU 1433)" uploads scanned copies of the following documents:

- contract on the provision of services for the organization of trade in products on the organized commodity market (signed by an authorized person and certified by the seal of a legal entity or an individual entrepreneur (if available);
- power of attorney to the person (persons) who will perform the powers of the broker (brokers), signed by an authorized person and certified by the seal of a legal entity or an individual entrepreneur (if available) (if the powers of the broker will be performed not by the manager (or not only the manager) of the bidder);
- public offer contract on the use of an analogue of a handwritten signature.

After receiving the notification according to p.3.3 of this Regulations, the business entity, within 5 (five) working days from the date of receipt of the notification to the e-mail address, sends to the Exchange the original documents:

- the contract on the provision of services for the organization of trade in products on the organized commodity market (in 2 copies signed by an authorized person and certified by the seal of a legal entity or an individual entrepreneur (if available);
- power of attorney for the person (persons) who will perform the broker's powers (if the broker's powers will not be performed by the head (or not only the head) of the bidder).

A bidder has the right to appoint an authorized natural person to carry out exchange transactions in accordance with this Regulations (broker) exclusively from the number of persons accredited by the Exchange in accordance with the Regulations on the Leasing of Exchange Places at the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and have the right to carry out exchange transactions on behalf of such a bidder.

3.3. In case of execution business entity 3.2 of this Regulations, the Exchange registers no later than five working days its in status of participant of trades, gives him access to ETS, which is indicated in the message sent to the e-mail address of such a participant, or refuses registration, providing access to ETS and conclusion Agreement. Failure to comply with the requirements of this Regulations, Exchange Rules and other internal documents of the Exchange. In case of refusal the Exchange directs the business entity by e-mail a message indicating the reasons for such refusal. Refusal does not deprive the right to re-apply to the Exchange for the purpose of concluding the Agreement and obtaining access to ETS.

3.4. Bidders are obliged to notify the Exchange in a timely manner of all changes in the documents provided by them for the conclusion of the Agreement, but no later than within 3 (three) working days from the date of such changes. In the event that the Exchange detects changes in the information and documents previously submitted by the bidder, the Exchange has the right to stop the bidder's access to ETS until the moment of his submission of relevant documents.

Bidders are responsible and bear the risk of adverse legal consequences (including property consequences) in cases of untimely notification of changes in documents to the Exchange.

Notification of the Exchange about changes in the documents submitted earlier is carried out in the same manner as accreditation of the bidder. Changes are transmitted through the personal account of the bidder on the website of the Exchange with the addition of files of scanned copies of valid (up-to-date) documents, with subsequent forwarding to the address of the Exchange of duly certified copies or originals, respectively, within 5 (five) working days from the date of their submission.

3.5. The basis for termination of bidder's access to ETS is:

- statement of the registered bidder about termination of access, submitted to the Exchange in accordance with the Rules of the Exchange;
- reorganization (except transformation) or termination of a legal entity;
- repeated violation of this Regulations during the year, Rules of the Exchange or non-fulfillment (improper fulfillment) of obligations under the Agreement;
- other grounds determined by the Exchange Rules.

3.6. Grounds for stopping access to ETS and for exchange operations regarding exchange goods, the bidder has:

- violation of this Regulations, Rules of the Exchange or non-fulfillment (improper fulfillment) of obligations under the Agreement;
- existence of debt for services provided by the Exchange in accordance with the Tariffs of the Exchange;
- non-submission or incomplete submission of documents in accordance with the requirements of the Exchange Rules;
- other grounds determined by the Exchange Rules.

3.7. The Exchange ensures the non-disclosure and preservation of information contained in the documents submitted by the bidder, except when the disclosure and provision of such information is carried out in compliance with the provisions of current legislation or this Regulations.

3.8. The Exchange may set a fee for the provision of services defined by this Regulations. The cost of services is determined by Tariffs of Exchange that are posted on the website of the Exchange. The participant is obliged to pay the cost of the services no later than 3 (three) banking days from the date of receipt of the invoice for their payment. The account can be created in ETS.

4. General conditions for exchange operations

4.1. Exchange transactions under this Regulations are carried out according to the schedule published on the official website of the Exchange.

4.2. Exchange transactions, namely, the execution of other actions on the Exchange by exchange trading participants in relation to exchange goods, take place in the following order:

4.2.1. Entering information on the essential terms of the contract:

4.2.1.1. Information about the essential terms of the contract is included in ETS and is signed by the tenderer's AHS, if they meet the following conditions:

- subject there is a contract transfer of ownership or obligations from the transfer of ownership to commodity;
- amount of exchange commodity will be at least 10 tons.

4.2.1.2. The bidder contributes to ETS information on the following essential terms of the contract:

- proper name and identification data;
- name and identification data of the counterparty;
- information about exchange commodity, his type, volume, price, cost, terms of delivery and payment;
- other information provided for in form in ETS.

4.2.1.3. Exchange can carry out checking the entered information about the essential terms of the contract for the correctness and completeness of all mandatory fields.

4.2.1.4. To confirm the agreement of the counterparty with the essential terms of the contract, the bidder uploads to ETS scanned copy the corresponding document in pdf format.

4.2.1.5. Obligation to contribute to ETS information about the essential terms of the contract is entrusted: for import operations - to the buyer, for export operations and operations in the domestic market of Ukraine - to the seller.

4.2.1.6. Information about the essential terms of the contract must be entered into ETS within three days from the date of reaching such agreement.

4.2.1.7. In the event that the bidder discovers errors or inaccuracies in the entered to ETS information about the essential terms of the contract, such a participant is obliged to inform the Exchange about such errors and inaccuracies. The notification shall be made in writing indicating the corrected data and the reason for the error and inaccuracy. In case such corrections require the consent of the counterparty, the bidder shall attach to the notification a scanned copy of the document certifying the consent of the counterparty. A copy of the document certifying the counterparty's consent can also be provided electronically by uploading it in pdf format to ETS.

4.2.1.8. On the basis of the provided notification, the exchange has the right to make changes to the previously submitted information about the essential terms of the contract, in order to correct the error made by such a participant, which is the basis for making changes to the concluded exchange agreement in the register of exchange agreements. The Exchange may independently correct technical errors of bidders, if such corrections do not contradict the information provided.

4.2.1.9. The bidder has the right to gradually contribute to ETS information about the essential terms of the contract. Each entry of additional information regarding the essential terms of the contract of sale of the exchange commodity is fixed and registered by the Exchange. Entering additional information can to be carried out on different days. If necessary, scanned copies of documents certifying the counterparty's consent, uploaded in the pdf format, are attached to such additional information.

4.2.2. Conclusion of exchange transactions:

4.2.2.1. The conclusion of the exchange agreement is carried out in ETS on the basis of the information about the essential terms of the contract entered by the bidder, by the Exchange fixing the acceptance by the bidders of obligations to enter into an exchange contract regarding the exchange product on the terms specified in the information.

4.2.2.2. The conclusion of the exchange agreement takes place after the entry by the bidder information about essential terms of the contract, including taking into account clause 4.2.1.9.

4.2.2.3. An exchange transaction is considered concluded from the moment of its registration in the register of the exchange transactions. Regarding the concluded exchange agreement in the register of exchange agreements are introduced the following mandatory parameters and details:

1) registration number of the exchange agreement;
2) registration number of information about the essential terms of the contract, according to which an agreement was made;
3) the identifier of the exchange product (which may take into account the features of the exchange product (product/tool), basis of delivery, delivery term, etc.);
4) names or unique identifiers of the parties to the agreement - bidders, brokers who entered information about the essential terms of the contract;
5) names or unique identifiers of clients of bidders (in the case of representation of the client's interests);
6) volume of exchange goods;
7) the price of the exchange commodity;
8) date and time of registration of the exchange transaction in ETS;
9) the amount of the exchange transaction;
10) status of the exchange agreement (concluded, executed, canceled).

4.2.3. Conclusion exchange contracts:

4.2.3.1. On the basis of the concluded exchange agreement (agreements) a record of the concluded exchange agreement is created in the register of exchange contracts. The exchange contract is registered by the Exchange. An exchange contract is considered concluded on the organized commodity market from the date of registration of the exchange contract in the register of exchange contracts in ETS.

4.2.3.2. Regarding the concluded exchange agreement in the register of exchange agreements are introduced the following mandatory parameters and details:

1) registration number of the exchange agreement, on the basis of which the exchange agreement was concluded;
2) registration number of the exchange agreement assigned by the Exchange;
3) number (numbers) of the contract assigned (assigned) by the bidders (if available);
4) registration number of information on the essential terms of the contract, on the basis of which the exchange agreement was concluded;
5) the identifier of the exchange product (which may take into account the features of the exchange product (product/tool), basis of delivery, delivery term, etc.);

6) names or unique identifiers of the parties to the exchange agreement - bidders, brokers who submitted information about the essential conditions of the contract for the sale of exchange goods, on which an agreement was reached;
7) names or unique identifiers of clients of bidders (in the case of representation of the client's interests);
8) volume of exchange goods;
9) the price of the exchange commodity;
10) date and time of registration of the exchange contract in a separate module of the electronic trading system;
11) the amount of the exchange contract;
12) the status of the exchange contract (concluded, cancelled).

4.2.3.3. For a bidder who entered to ETS information about the essential terms of the contract, the obligation is imposed informing counter party regarding registration on the Exchange information about the essential terms of the contract, exchange agreement, exchange contract and additional agreements to them.

4.2.3.4. Making changes to registered exchange contract is carried out on the basis of the exchange agreement concluded on the basis of information about changes to the essential terms of the agreement made by the bidder. All changes to exchange contracts are registered by the Exchange. An exchange contract, taking into account the changes made, is considered concluded on the organized commodity market from the date of registration of changes to the register of the exchange contracts in the ETS.

4.2.3.5. To make changes to the exchange contract, the participant of bidding fills out the appropriate form in ETS regarding changes to the essential terms of the contract. In order to confirm the counterparty's agreement with the changes, the bidder uploads a scanned copy of the document certifying the counterparty's agreement in pdf format.

4.2.3.6. The exchange registers all changes to the essential terms of the contract, on the basis of which the corresponding exchange agreement is fixed and registered in ETS.

4.2.3.7. Cancellation of the exchange agreement is the basis for cancellation of the corresponding exchange agreement. The exchange agreement is considered canceled from the date of cancellation of the exchange agreement. Information about the cancellation of the exchange contract is entered into the ETS by the bidder.

5. Functions of the Exchange

5.1. The Exchange carries out organizational, technical, technological, informational and other measures to ensure functioning ETS.

5.2. The main functions of the Exchange:

- providing access to ETS;
- support;
- implementation of other functions and powers defined by legislation and Exchange Rules.

5.3. The Exchange has the right to carry out maintenance work ETS with termination its functioning with a total duration of no more than one hour per day. In some cases, such suspension may last no more than 6 hours, but no more often than once per quarter. The exchange notifies about the time of maintenance works no later than one working day before the date of their start.

6. Procedure for disclosure and provision of information

6.1. Information contained in ETS, submitted by bidders, is confidential and may not be disclosed to third parties, except for cases provided by law.

6.2. According to the results of the registration of the exchange agreement and/or exchange contract the Exchange issues an extract from corresponding register.

6.3. The Exchange has the right to publish on its own website generalized analytical reports formed on the basis of the information entered by the participants in the ETS. The content of exchange agreements (exchange contracts) is not subject to disclosure (with the exception of the name of the product, quantity, price, place and term of execution), except in cases provided for by the legislation of Ukraine.

6.4. The exchange has the right to use the information entered by the bidders to ETS, to calculate indices or other price indicators for exchange goods or groups of such goods, as well as to publish such indices or other indicators in open sources, in sources with limited access and provide them to third parties, in compliance with the confidentiality conditions provided for by the legislation of Ukraine.

6.5. The exchange submits to the National Commission for Securities and the Exchange Market information on concluded exchange agreements, exchange contracts that are contained in ETS, in the manner, terms and form provided for by the legislation of Ukraine.

7. Final and transitional provisions

7.1. This Regulations and amendments to it are approved by the Exchange Committee of the Ukrainian Energy Exchange Committee of the Limited Liability Company and enter into force on the day following their posting on the Exchange's official website, unless otherwise determined by the Exchange Committee's decision.

7.2. Bidders who, before the entry into force of this Regulations, passed accreditation and were admitted to the Electronic Register of Reporting on the basis of the Rules for conducting off-exchange transactions on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company are considered to have passed accreditation and have access to ETS during the transition period, which lasts until June 5, 2023. Before the expiration of this term, such participants are obliged to provide the Exchange with a power of attorney in the form established by Appendix No. 2 to this Regulations and conclude an agreement on the provision of services for the organization of trade in products on the organized commodity market in the form established by Appendix No. 1 to this Regulations. If this requirement is not met, the access of such participants to a separate module of the electronic trading system of the Exchange will be terminated from June 6, 2023.

7.3. The procedure for resolving disputes related to exchange operations, terminating exchange agreements, sales contracts, the responsibility of the Exchange and participants in exchange trades, the procedure for disclosure and provision of information, circumstances of force majeure and force majeure, other issues that are not regulated by this Regulations are regulated by the Rules of the Exchange, other internal documents of the Exchange, current legislation of Ukraine, etc.

7.4. In the case of amendments and/or additions to the legal acts regulating the activity and functioning of commodity markets, as well as in the case of amendments and/or additions to the internal documents of the Exchange, according to which the relations specified in this Regulations are regulated, this Regulations shall be applied to the extent not inconsistent with such changes and/or additions.

7.5. In the event of a trading participant violating the conditions of admission to exchange trading, namely: loss of the status of a non-permanent member of the Exchange (due to termination or expiration of the Exchange Place Lease Agreement on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company), the Agreement on the Provision of Services for the Organization of Trade in Products on the Organized Commodity Market, which provides for the execution by exchange trading participants of other actions in a separate module of the Exchange's electronic trading system in the direction "Trade in Exchange Products Included in the List of Types of Products Traded in Exclusively on Organized Commodity Markets", is automatically terminated without the need for the Exchange and the trading participant to sign (conclude) any documents:

7.5.1. from the date of termination of the Exchange Place Lease Agreement on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company;

7.5.2. from the date of expiration of the Exchange Place Lease Agreement on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

7.6. Clause 7.5 and subclauses 7.5.1, 7.5.2 of the Regulations shall apply to relations between trading participants and the Exchange that arose before the moment of supplementing the Rules with the said clauses.

Chairman of the Exchange Committee Oleksii DUBOVSKYI

ANNEX 1

to the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets

AGREEMENT №____

on the provision of services for the organization of trade in products on the organized commodity market, which provides for the execution of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods, included in the list of types of products, the trade of which is carried out exclusively on organized commodity markets"

Kyiv ____ _____ 202_

_____ in the person of _____, acting on the basis of _____ (hereinafter - the Customer) on the one hand, and

The Ukrainian Energy Exchange Limited Liability Company in the person of _____, acting on the basis of _____ (hereinafter - the Executor) on the other side (hereinafter jointly - the Parties, and separately - the Party), concluded this Agreement on the following:

1. SUBJECT OF THE AGREEMENT

1.1. The contractor undertakes to provide the services provided for in clause 2.1. of this Agreement, and the Customer undertakes to accept the provided services and pay for them in the manner and on the terms specified by this Agreement.

2. INFORMATION ABOUT THE SERVICES

2.1. In accordance with this Agreement, the Executor provides the Customer with services for organizing trade in products on an organized commodity market, which involve the performance by exchange trading participants of other actions in a separate module of the Exchange's electronic

trading system in the direction of "Trade in exchange-traded goods included in the list of types of products traded exclusively on organized commodity markets" and in accordance with the Regulations for organizing trade in exchange-traded goods included in the list of types of products traded exclusively on organized commodity markets, which is posted on the Contractor's website. www.ueex.com.ua.

2.2. Acceptance of services provided by the Contractor is carried out in accordance with the procedure specified in Section 3 of this Agreement and is confirmed by the Act of Services Provided.

2.3. A separate module of the electronic trading system is used in this Agreement within the meaning established in the Regulations on the organization of trade in exchange-traded goods included in the list of types of products traded exclusively on organized commodity markets.

3. PRICE AND TERMS OF PAYMENT

3.1. The cost of services is determined in the Tariffs for the services of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, which are posted on the Executor 's website www.ueex.com.ua.

3.2. The customer pays the cost of services no later than 3 (three) banking days from the date of receipt of the invoice for payment. The invoice can be generated in a separate module of the Exchange's electronic trading system.

3.3. On the last working day of the month, the Executor draws up a Report of Services Provided, signs it on his part and sends it to the Customer within 5 (five) working days.

3.4. The act of services rendered, signed by the Executor, is a proper primary document confirming the fact of the provision of services by the Executor to the Customer in accordance with the terms of this Agreement.

3.5. In accordance with paragraph eight of part two of Article 9 of the Law of Ukraine “On Accounting and Financial Reporting in Ukraine”, the absence of details from the Customer in the Act of Services Provided, namely: the positions and surnames of persons responsible for the implementation of the business transaction and the correctness of its registration, personal signature or other data that allows identifying the person who participated in the implementation of the business transaction, does not constitute a violation of the requirements for the registration of the primary document.

3.6. The Customer confirms that the procedure for the Executor to prepare primary documents without the Customer's details, provided for in this Agreement, is a procedure for documenting business transactions agreed in writing between the Parties within the meaning of paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine".

3.7. Clauses 3.4–3.6 of this Agreement do not apply to cases of documentation of business transactions, payment for which is made at the expense of public funds. For such transactions, the Act of Services Provided is drawn up in accordance with the procedure specified in clause 3.17. of this Agreement.

3.8. The Executor shall send the Act of Services Provided in paper or electronic form in one of the following ways:

- through the electronic document management system agreed upon by the Parties;
- to the Customer's email address specified by him when concluding this Agreement, during accreditation or in the registration data;
- by postal delivery or courier delivery to the Customer's location address specified in the Customer's details or registration data.

3.9. Guided by the norms of the Law of Ukraine "On Electronic Documents and Electronic Document Management", the Law of Ukraine "On Electronic Identification and Electronic Trust Services", the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", the signing of primary documents by the authorized person of the Executor can be carried out both manually in paper form and using the electronic signature of the authorized person of the Executor (qualified electronic signature or advanced electronic signature based on a qualified public key certificate).

3.10. Electronic documents sent by the Executor to the Customer in electronic form and signed with the electronic signature of an authorized person of the Contractor have full legal force, create rights and obligations for the Parties, may be submitted to court as evidence and are recognized as equivalent to documents drawn up on paper.

3.11. The primary document sent through the electronic document management system or through the personal account / separate module of the Exchange's electronic trading system is considered received by the Customer on the day of such sending, unless otherwise established by the rules of the relevant system. If the document is sent after 18:00 on a business day or on a weekend, holiday or non-working day, it is considered to have been received on the next business day. The date of execution of the primary document drawn up in electronic form is the date indicated in the text of such document as the date of its drawing up. This condition also applies if the actual date of affixing the electronic signature by the authorized person of the Contractor is later than the date of drawing up the electronic document indicated in its text.

3.12. In case of objections to the services provided by the Executor, the Customer is obliged, within 3 (three) business days from the date of receipt of the Certificate of Services Provided, to provide the Executor with reasoned written objections indicating specific comments regarding the services provided. Such objections are sent via the electronic document management system agreed upon by the Parties or to the official email address of the Executor.

3.13. If the Executor does not receive from the Customer within 3 (three) business days from the date of receipt of the Act of Services Provided, motivated written objections indicating specific comments regarding the services provided, the services are considered to be properly provided by the Executor and accepted by the Customer without comments and objections in accordance with the Act of Services Provided signed by the Executor.

3.14. The act of services rendered, drawn up in accordance with the terms of this Agreement, is a proper basis for reflecting the relevant business transaction in accounting and making settlements between the Parties.

3.15. The provisions of clauses 3.4, 3.5, 3.6, 3.13 and 3.14 of this Agreement regarding the execution of Acts of Services Provided without the Customer's details do not apply to business transactions paid for at the expense of public funds, in particular to transactions with Customers who are business entities of state or municipal ownership.

3.16. The Customer, to whom clause 3.15. of this Agreement applies, is obliged to notify the Executor of the relevant status upon conclusion of this Agreement, during accreditation, as well as in the event of any change in such status.

3.17. In relations with Customers specified in clause 3.15. of this Agreement, the Act of Services Provided is drawn up as follows:

3.17.1. On the last working day of the month, the Executor shall draw up a Certificate of Services Provided, sign it on his part and send it to the Customer within 5 (five) working days in paper or electronic form;

3.17.2. The Customer is obliged, within 3 (three) business days from the date of receipt of the Certificate of Services Provided, to sign it and return one copy to the Executor or sign it in electronic form through the electronic document management system agreed upon by the Parties;

3.17.3. if the Customer does not sign the Act of Services Provided within the specified period and in the absence of reasoned written objections indicating specific comments regarding the services provided and the reasons for refusing to sign the Act, sent through the electronic document management system agreed upon by the Parties or to the official email address of the Executor, such Act is considered approved by the Customer, and the services are considered provided and accepted in full. Such an Act of Services Provided is a proper basis for reflecting a business transaction in accounting and making payment for services by the Customer.

4. OBLIGATIONS OF THE PARTIES

4.1. Duties of the Executor:

4.1.1. Provide timely and high-quality services specified in Clause 2.1 of this Agreement.

4.1.2. In the event of circumstances that prevent the proper performance of one's obligations under this Agreement, notify the Customer immediately.

4.2. Obligations of the Customer:

4.2.1. To accept from the Contractor the services provided under this Agreement.

4.2.2. To comply with the terms of the Agreement in terms of the execution of primary documents and, in the event of objections to the services provided, to provide the Contractor with reasoned written objections within the time limits and in the manner specified in this Agreement.

4.2.3. Pay for services on the terms and in the manner specified in Section 3 of this Agreement.

4.2.4. To properly fulfill the duties established by the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets.

5. RESPONSIBILITY OF THE PARTIES AND RESOLUTION OF DISPUTES

5.1. In case of violation of their obligations under this Agreement, the Parties bear the responsibility defined by this Agreement and current legislation. Violation of an obligation is its non-fulfillment or improper fulfillment, that is, fulfillment in violation of the conditions defined by the content of the obligation.

5.2. The parties are not responsible for the violation of their obligations under this Agreement, if it occurred through no fault of theirs. The party is considered innocent if it proves that it has taken all measures dependent on it for the proper fulfillment of the obligation.

5.3. None of the Parties shall be liable for non-fulfillment or improper fulfillment of its obligations under this Agreement, if such non-fulfillment or improper fulfillment is caused by force majeure (force majeure). The Party for which force majeure circumstances have arisen is obliged to notify the other Party in writing no later than 10 calendar days after the occurrence of such circumstances.

5.4. For non-compliance with the terms of payment of the cost of services in accordance with clause 3.3. of the Agreement, the Customer shall pay to the Contractor a penalty in the amount of twice the NBU accounting rate of the amount of delay, for each day of delay.

6.CONFIDENTIALITY

6.1. The Parties acknowledge that all information that directly or indirectly refers to the Agreement, as well as information about the activities of each of the Parties or about the activities of any third party related to the Parties, which is not publicly available and which became known to the Parties

in as a result of the conclusion and/or performance of the Agreement, is considered confidential. In addition, for the purposes of this Agreement, information that is secret in the sense that it is unknown and easily accessible to persons who usually deal with this type of information, in general or in a certain form and in the aggregate of its components, is considered confidential therefore has a commercial value and was the subject of measures taken by the Parties regarding the protection of its secrecy. Confidential information also includes other information.

6.2. Confidential information for this Agreement is also considered to be all information that one Party receives from the other Party, which became known to the Parties, or received by the Parties from third parties in any other way, in connection with the conclusion and execution of this Agreement.

6.3. Confidential information is not subject to disclosure to third parties, except for cases provided by current legislation.

7. DURATION OF THE AGREEMENT AND OTHER TERMS

7.1. The Agreement enters into force from the moment of its signing by the Parties and is valid until _____, but in any case until the Parties fully fulfill their obligations under this Agreement.

7.2. The contract can be terminated by mutual consent of the parties. Unilateral termination of the Agreement is possible only in the cases provided for by this Agreement and/or the legislation of Ukraine, as well as in case of violation by the Customer of the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets and/or the Rules of the Ukrainian Energy Exchange LLC.

7.3. This Agreement may be terminated by the Customer/Executive unilaterally on the following grounds:

- in case the Contractor receives a request from the Customer to cancel his access;
- in case of violation by the Customer of the Rules of the Ukrainian Energy Exchange Limited Liability Company (including other internal documents of the Exchange that apply to the exchange activity), failure to comply with the decisions of the Exchange Committee;
- in other cases provided for by the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets.

The Contractor shall notify the Customer of the termination of this Agreement no later than the day following the day of such decision by sending a notification to the Customer's e-mail address specified in section 8 "Location and details of the parties" of the Agreement. The contract is considered terminated from the moment of receipt of the electronic message by the Customer.

7.4. In the absence of the Customer's application to terminate this Agreement within one month prior to the expiration date of the Agreement, this Agreement shall be considered automatically extended for each subsequent calendar year under the same conditions as provided for in the Agreement.

7.5. Each of the parties has the right to terminate this Agreement unilaterally, having previously notified the other party in writing 30 (thirty) calendar days before the date of termination.

7.6. This Agreement shall automatically terminate without the need for the Parties to sign (conclude) any documents:

7.6.1. from the date of termination of the Exchange Place Lease Agreement on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company concluded between the Customer and the Contractor;

7.6.2. from the date of expiration of the Agreement for the lease of an exchange space on the commodity exchange - Limited Liability Company Ukrainian Energy Exchange concluded between the Customer and the Contractor.

7.7. All disputes related to this Agreement shall be resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it shall be resolved in court under the established jurisdiction and jurisdiction of such dispute, determined by the current legislation of Ukraine.

7.8. This Agreement is concluded in two original copies, one for each of the parties.

7.9. In cases not provided for in this Agreement, the parties are governed by the norms of current legislation.

7.10. After the signing of this Agreement, all previous negotiations, correspondence, previous agreements and protocols of intent on matters related to this Agreement in one way or another shall lose legal force.

8. LOCATION AND DETAILS OF THE PARTIES

Customer:	Performer:
_____	_____
Legal address: _____	Legal address: _____
Actual address: _____	EDRPOU code: _____
EDRPOU code:_____	P/a _____
P/a _____	in _____
in _____	ITN _____
ITN _____	
Position _____ full name	Position _____ full name
signature, seal (if available)	signature, seal

ANNEX 2

to the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets

It is printed on company letterhead

by double-sided printing

POWER OF AUTHORITY № ___

_____ ____ _____ 20___

_____,

(full name of the legal entity)

EDRPOU code _____, _____,

(location)

in the person of _____, acting on the basis (for legal entities) _____ (hereinafter – "Principal") hereby authorizes

_____

(Name) as a Broker

(passport series _____ № _____ issued by _____(date), registration number of the taxpayer's account card _____ (hereinafter – "Representative"), to represent the interests of the Principal on the commodity exchange - the Ukrainian Energy Exchange Limited Liability Company, for which he (she) is granted the right to access a separate module of the electronic trading system of the Exchange and the right to perform the following legally significant actions on behalf of and on behalf of the Principal in accordance with and taking into account the requirements of the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets:

- to receive a user name (login), access password to a separate module of the electronic trading system of the Exchange;
- submit to a separate module of the electronic trading system of the Exchange and sign applications, information on the essential conditions of the contract of sale of exchange

goods, on which an agreement has been reached, other documents/information provided for by the Regulations on the organization of trade in exchange goods, included in the list of types of products, trade in which is carried out exclusively on organized commodity markets;

- to provide the Ukrainian Energy Exchange Limited Liability Company with all necessary documents and information for the registration of exchange transactions/exchange contracts in a separate module of the electronic trading system of the Exchange, as well as documents related to the Agreement on the provision of services for the organization of trade in products on the organized commodity market, which provides for other actions by exchange trading participants in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets" *(note: specify restrictions on the execution of actions if they exist*);
- to submit to the Ukrainian Energy Exchange Limited Liability Company and to receive from the Ukrainian Energy Exchange LLC 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 Agreement on the provision of services for the organization of trade in products on the organized commodity market, which provides for the performance of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods , included in the list of types of products, which are traded exclusively on organized commodity markets", as well as the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets.

The power of attorney is issued without the right of subrogation and is valid until the expiration of the Agreement on the provision of services for the organization of trade in products on the organized commodity market, which provides for the execution of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods included in the list types of products traded exclusively on organized commodity markets".

_____ /_____/ _____

(title of the manager) (signature) (initials, surname)

Seal (if available)

ANNEX 3

to the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets

PUBLIC OFFER AGREEMENT

on the use of an analogue of a handwritten signature

in a separate module of the electronic trading system of the Exchange

1. This Agreement is an official and public offer of the Ukrainian Energy Exchange Limited Liability Company to enter into a Public Offer Agreement on the use of an analogue of a handwritten signature in a separate module of the Exchange's electronic trading system (hereinafter - the Agreement).

2. The Agreement is public, that is, according to Article 633 of the Civil Code of Ukraine, its conditions are the same for all bidders regardless of their status (legal entity, individual entrepreneur), without giving preference to one bidder over another.

3. The Agreement is considered to have been concluded from the moment of concluding the agreement for the provision of services for the organization of trade in products on the organized commodity market, which provides for the execution of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction "Trading in exchange goods included in the list of types of products that are traded exclusively on organized commodity markets", in accordance with the Regulations on the organization of trade in exchange goods, included in the list of types of products, which are traded exclusively on organized commodity markets (hereinafter - the Regulations).

4. By concluding this Agreement, the Bidder fully accepts the conditions and procedure for using an analogue of a handwritten signature in a separate module of the electronic trading system of the Exchange for the purpose of concluding and registering exchange agreements/exchange contracts and taking other actions in accordance with the Regulations.

5. In order to understand this Agreement, the Bidder is aware of and recognizes the concept of "Analogue of a handwritten signature" in the meaning set forth in the Regulations.

6. By concluding this Agreement, the market participant acknowledges and acknowledges that:

6.1. An analogue of a handwritten signature confirms the authorship, integrity and immutability of all actions of the Bidder in the Separate module of the electronic trading system of the Ukrainian Energy Exchange Limited Liability Company.

6.2. The correspondence of the authorship, integrity and immutability of the Bidder's actions is confirmed by the use of a unique personal identifier in the form of a login and password received by such a Bidder for entering a separate module of the electronic trading system of the Exchange.

6.3. Actions and documents that are signed with an analogue of the signature in their own hand are legally equivalent to the receipt by the Ukrainian Energy Exchange Limited Liability Company of a document identical in content or a written expression of will, which are signed by the signature of an authorized person of the Bidder in their own hand and sealed with a seal (if available), which, in its in turn, creates the same obligations and legal consequences for such Bidder.

6.4. Documents created and stored in a separate module of the electronic trading system of the Exchange and documents in paper form that are identical in terms of information and details are originals and have the same legal force.

6.5. The Bidder's actions, such as submitting bids, creating forms, uploading documents, saving, editing, and others, are signed with an analogue of his own signature and have legal force and are indisputable.

7. The Bidder receives the possibility of using an analogue of his own handwritten signature after registering him as a user in a separate module of the electronic trading system of the Exchange. Registration as a user is carried out on the basis of information and documents received by the Ukrainian Energy Exchange Limited Liability Company from the trades participant.

8. The bidder undertakes to keep confidential the unique personal identifier provided to him and bears the risk of consequences and responsibility according to the legislation of Ukraine, the Regulations and this Agreement, which are caused by the violation of such secrecy. In the event of a breach of secrecy regarding a unique personal identifier or its loss, the Market Participant is obliged to immediately notify the Ukrainian Energy Exchange Limited Liability Company. In this case, the Ukrainian Energy Exchange Limited Liability Company provides the Bidder with a new unique personal identifier within the next working day.

9. At the written request of the Bidder, the Ukrainian Energy Exchange Limited Liability Company can provide documents converted from electronic to paper form and confirm that the specified documents are analogues of documents in electronic form signed by the Bidder using an analogue of his own handwritten signature. These documents in paper form are certified by the signature of an authorized person of the Ukrainian Energy Exchange Limited Liability Company and a seal (if available).

10. The parties are aware and acknowledge that the documents and messages received from the Ukrainian Energy Exchange Limited Liability Company, converted from electronic form to paper form, are indisputable proof of the corresponding fact of their creation, submission, changes, preservation, registration and other actions taken by the Bidder. Documents converted to a paper medium, certified by the appropriate mark of the Exchange, are admissible evidence in court and can be submitted to the court as evidence that is important for the consideration of the case.

11. In the event of a dispute arising as a result of the parties' violation of the terms of this Agreement, the Ukrainian Energy Exchange Limited Liability Company and the Bidder are obliged to first settle the dispute in a claim procedure. The claim and the response to the stated claim are drawn up in writing and sent by the parties using means of communication that ensure the document's delivery is fixed, or are handed over for signature. Consideration of the claim and provision of an answer by the addressee is carried out within 20 (twenty) calendar days, excluding the period of postal circulation.

12. This Agreement is valid during the validity of the Agreement on the provision of services for the registration of over-the-counter contracts.

13. Amendments to the Agreement and its annexes are made by amendments to the Regulations.

14. All disputes, disagreements and demands that arise between the Parties during the validity of this Agreement shall be resolved through negotiations, and in case of impossibility of settlement of the dispute, they shall be resolved in accordance with the procedure established by the legislation of Ukraine.

The legal requisites of the Ukrainian Energy Exchange Limited Liability Company are specified in the Agreement on the provision of services for the organization of trade in products on the organized commodity market, which provides for the execution of other actions by the participants of exchange trades in a separate module of the electronic trading system of the Exchange in the direction of "Trading in exchange goods included in the list of types of products that are traded exclusively on organized commodity markets".