REGULATIONS
on the organization and conduct of exchange auctions for the sale of natural gas of own production to meet the needs of economic entities whose main activity of which is production of food products of high social significance on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

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Sample contract of purchase and sale of natural gas

1. General provisions

1.1. Regulation on the organization and conduct of exchange trading for the sale of natural gas of own production to meet the needs of economic entities, the main activity of which is the production of food products that have significant social significance on the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company (hereinafter - Regulations) developed in accordance with the Procedure of organization and holding of exchange auctions for the sale of natural gas of own production to meet the needs of economic entities, the main type of activity of which is the production of food products that have significant social significance, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 19 dd. January 12, 2022 (hereinafter - Procedure), the Rules of exchange trading on the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company (hereinafter - the Rules), the Rules of the "Ukrainian Energy Exchange" Limited Liability Company, approved by the decision of the NSSMC No. 447 dd. June 30, 2021 (hereinafter - the UEEX Rules), other internal documents of the "Ukrainian Energy Exchange" Limited Liability Company (hereinafter - the Exchange) and current legislation of Ukraine.

1.2. This Regulations defines the main requirements for the functioning of the electronic trading system of the Exchange in terms of conducting electronic exchange trading, regulates the procedure of interaction between the Exchange and its members (their authorized representatives) during the electronic exchange trading and relations (including rights, obligations and responsibilities), formed between them in the process of performing actions in the electronic trading system of the Exchange and as a result of such actions.

1.3. In accordance with this Regulations, the Exchange provides all participants of electronic exchange trading with equal opportunities for concluding transactions, as well as informing about the results of trading.

1.4. Electronic exchange trading of natural gas of own production (hereinafter - electronic exchange trading, or exchange trading, or trading) is carried out in the Software product "Exchange Electronic Trading System" (hereinafter - PP BETS).

1.5. The address of PP BETS on the Internet: https://bets.ueex.com.ua.

1.6. The work of PP BETS is organized in Ukrainian, Russian and English languages.

1.7. This Regulations is mandatory for all participants of electronic exchange trading, members of the Exchange, employees of the Exchange and persons admitted to electronic exchange trading in accordance with this Regulations.

1.8. Violation of the Regulations entails the responsibility provided for by this Regulations, the Rules, UEEX Rules, other internal documents of the Exchange, which regulate exchange trading and are an integral part of the Rules, and the current legislation of Ukraine.

1.9. The Exchange notifies the Regulations, changes and additions to it by posting them on the official website of the Exchange on the Internet at the address: www.ueex.com.ua. The Exchange may use other methods of informing Exchange members and all interested persons.

1.10. According to clauses 8, 12 of the Procedure, monitoring and general control over the conduct of auctions is carried out by the Committee for Supervision of Exchange Auctions for the Sale of Natural Gas of Own Production (hereinafter referred to as the Committee for Supervision).

1.11. In accordance with clause 12 of the Procedure, the Supervisory Committee approves this Regulation and amendments to it developed and approved by the Exchange.

2. Terms and definitions

An analogue of a handwritten signature (AHS)	mandatory requisites of the Application, editing of the Application during electronic exchange trading, offer (including counter), agreement in PP BETS or other action of the participant of the electronic exchange trading and the document formed based on the results or for the performance of such an action in the PP BETS, intended for its protection against forgery, obtained as a result of the Exchange providing a participant in electronic exchange trading with a unique personal identifier, which allows to identify the participant in electronic exchange trading, as well as establish the absence of distortion of information in the documents and in the actions of the participant in the PP BETS.
Exchange Agreement	acceptance by participants of electronic exchange trading of rights and obligations regarding the purchase and sale (supply, exchange) of the relevant exchange commodity recorded by the Exchange.
Exchange certificate	a document that certifies the conclusion by participants of electronic exchange trading of an exchange agreement for the purchase, sale, supply or exchange of goods admitted to circulation on the Exchange, and which is registered on the Exchange no later than the day following the execution of the agreement.
Exchange commodity	any commodity that has not been withdrawn from circulation, which is the subject of economic turnover, admitted by the Exchange to electronic exchange trading in accordance with the Rules and this Regulations.
Guarantee fee	funds deposited into the current account of the Exchange by participants of exchange trades (their clients) for participation in trades, guaranteeing the conclusion of exchange agreements and fulfillment of the conditions of exchange certificates. Guarantee fee are recorded on the General accounts of bidders (their clients).
Limit price of natural gas sale	the price of natural gas of own production including the supply and sales surcharge (supplier's fee) to the price of natural gas of own production (excluding rent payments) at a level of no more than 24 percent. The marginal sale price for the purposes of bidding will take into account estimated rental payments, with further recalculation of the marginal

	price in the part of rental payments based on the publication of the average customs value of imported natural gas for the relevant month in accordance with the requirements of the Tax Code of Ukraine.
Electronic document	electronic document as defined in Article 5 of the Law of Ukraine "On Electronic Documents and Electronic Document Management".
Electronic signature	the electronic signature in the definition of Article 1 of the Law of Ukraine "On Electronic Trust Services" is provided in the PP BETS with support of the QES or AHS.
Electronic Exchange trading	organization and conduct of exfchange market trades with the use of PP BETS.
Total score	an account in PP BETS, which accounts for the funds deposited by the participant of exchange trading (his client) into the current account of the Exchange, as a guarantee fee, and used by such participant of exchange trading to participate in exchange trading and ensure the fulfillment of obligations (including in terms of commission fee payment) during trading on different sections of the Exchange at the same time.
Application	an electronic document in PP BETS, drawn up according to the form established by the Exchange, which may contain a Purchase Application, a Sale Application (Sale Position).
Purchase Application	an electronic document in PP BETS, anonymous (without disclosure of the participant of the exchange, who forms it and submits it to the PP BETS) and issued according to the form established by the Exchange, submitted by the participant of electronic exchange trading and signed by him with an electronic signature, containing a counter unconditional commercial offer for the purchase of exchange goods and the conclusion of an exchange agreement in accordance with the terms of the submitted Position for sale in accordance with this Regulations.
Sale Application (Position for sale)	an electronic document in PP BETS, drawn up according to the form established by the Exchange, submitted by a participant of electronic exchange trading and signed with an electronic signature, containing an unconditional commercial offer for the sale of an exchange product and the conclusion of an exchange agreement in accordance with the terms of the submitted position in accordance with this Regulations.
Lot	an indivisible batch of natural gas of own production specified by the seller in terms of quantity in the Sales

	Application.
trades (winner of Winner of stock trades)	the buyer who offered the best price for the lot/package of lots during the exchange auctions or, in the case of submission of applications by several buyers at the limit price, submitted the application first.
List of buyers	the list of wholesale buyers approved by the supervisory committee, who can be admitted to the auctions for the purpose of purchasing natural gas of own production exclusively to meet the needs of consumers of natural gas for the production of food products.
Buyer	a business entity that has fulfilled the conditions of admission to trading established by clause 14 of the Procedure and internal documents of the Exchange and purchases natural gas of its own production exclusively for the purpose of supplying it to consumers in accordance with the Procedure.
Natural gas of own production (natural gas)	commercial natural gas, namely within 20 percent of the actual volume of natural gas produced, except for the volumes of actual losses and production and technological costs of natural gas, volumes used to meet own needs related to production, preparation for transportation and transportation of natural gas, as well as for the production of liquefied natural gas and stable gasoline, the production of which is carried out by economic entities on the territory of Ukraine on the basis of special permits for the use of oil and gas-bearing subsoils and/or other permits defined by the legislation.
Software product "Exchange electronic trading system" (PP BETS)	a set of databases, technical, software, hardware, telecommunications complexes and solutions and other means that provide the ability to collect, enter, monitor, analyze, store, process and distribute information necessary for conducting exchange trades and during and following the results of trades, conducting trades and confirmation of the facts of exchange transactions.
Seller (position initiator)	a wholesaler producing natural gas on the territory of Ukraine and for the purpose of implementing Resolutions of the Cabinet of Ministers of Ukraine No. 1433 and 1236 must participate in auctions for the purpose of selling natural gas or a third party duly authorized by the natural gas producer to participate in auctions for the purpose of sale of natural gas produced by the manufacturer.
Section	a specialized area of activity of the Exchange, within the framework of which exchange trading is carried out in a

	certain group of exchange goods.
Consumers	economic entities, the main type of activity of which is, in particular, the production of food products, defined in paragraphs three, five - eight, sixteen and seventeen of the list of goods of significant social significance, approved by the resolution of the Cabinet of Ministers of Ukraine dd. April 22, 2020. No. 341 "On measures to stabilize the prices of goods of significant social significance, goods of anti-epidemic purpose."
Starting price	the price of natural gas, determined by the seller and indicated in the sales order, which starts the trading in the trading session, the starting price may be equal to the size of the limit price.
Parties of the exchange agreement	participants of electronic exchange trading, who concluded an exchange agreement based on the results of electronic exchange trading.
Trading days	the days specified by the Procedure, on which trading of natural gas of own production is held on the exchange.
Participants of electronic exchange trading (participants of exchange trading, participants of trading)	buyers and sellers of natural gas.
Waiting for the better offer	countdown of the time from the moment of submission of an offer by a participant of electronic exchange auctions to the fixation of the conclusion of the agreement in PP BETS, during which time better price offers can be provided by other participants of exchange auctions.

* The terms not defined in this Regulations are understood in the meanings established by the current normative legal acts of Ukraine, as well as the Rules of Exchange Trading on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange".

3. Peculiarities of using the electronic trading system

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

3.2. A participant in electronic exchange trading is prohibited to:

3.2.1. To admit persons not accredited at the Exchange as brokers to the automated workplace.

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

3.2.3. Carry out actions aimed at:

- receiving information from PP BETS that is not directly related to the participant of electronic exchange trading;
- connecting to PP BETS using someone else's login and password or by selecting 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 Exchange's technological equipment (hacking, attack, etc.) or discrediting the Exchange;
- implementation of other actions that create prerequisites for the occurrence of failures in the work of PP BETS.

3.3. The participant of electronic exchange trading 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 antivirus protection of the workplace and non-interference in the system by third parties from the workplace of the participant of electronic exchange trading, and immediately notify the Exchange of the occurrence of circumstances that may interfere with the functioning of PP BETS.

3.4. The exchange has the right to suspend the technical access of a participant of electronic exchange trading to PP BETS trading platform or to limit (fully or partially) the authority of an electronic trading participant to access PP BETS trading platform in the event of a violation by the electronic trading participant of the Rules, Regulations, conditions of the exchange space lease agreement, in case of detection attempts of unauthorized access by a participant of electronic exchange trading to PP BETS trading platform, as well as in the event of other circumstances that prevent the functioning of PP BETS trading platform and/or the Exchange. The restoration of the technical access of the participant of electronic exchange trading to PP BETS is carried out only after the settlement of the existing situation, or the elimination of technical failures in the case when the suspension of access to the PP BETS was the result of such failures.

3.5. The Exchange has the right to suspend the technical access of a participant of electronic exchange trading to PP BETS from the moment of suspension of the membership of the participant of exchange trading on the Exchange or suspension of his right to participate in electronic exchange trading as a participant of exchange trading on the Exchange.

4. The procedure for exhibiting domestically produced natural gas at electronic exchange auctions. Submission of Applications for sale and purchase

4.1. Electronic exchange trading is conducted in compliance with the following general principles:

- fair competition (in particular, by setting the volume of the lot and the number of lots offered for sale simultaneously by the seller, with a total volume that cannot exceed 50,000 cubic meters);
- openness and transparency at all stages of bidding;
- non-discrimination of bidders;
- objectivity and impartiality;
- anonymity (depersonalization) of bidders - Buyers in order to minimize the risk of anti-competitive concerted behavior between bidders;

- trading only on working days;
- prevention of manipulation, corruption and abuse.

4.2. General admission conditions:

permanent members of the Exchange and legal entities and natural persons-entrepreneurs accredited by the Exchange in accordance with the Regulations on the Exchange place lease Agreement at the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" as non-permanent members of the Exchange are allowed to participate in electronic exchange trading, provided their compliance with the qualification requirements for exchange participants in order to reduce the level of speculative intentions in accordance with the current legislation of Ukraine.

4.3. Additional admission conditions:

4.3.1. In accordance with the requirements of the Procedure, the supervisory committee provides Exchange with a list of sellers and a list of buyers who may be admitted to exchange trading.

4.3.2. Business entities,which are included in the list of buyers, are also required to have a license to carry out economic activities for the supply of natural gas.

4.4. Non-permanent members of the Exchange participate in electronic exchange trading through their representative (broker). The number of brokers of each brokerage office is not limited. A permanent member of the Exchange has the right to participate in electronic exchange trading personally or through his representative (broker). The participant of electronic exchange trading is responsible for errors made by his broker when forming and/or submitting, and/or withdrawing (withdrawal), and/or changing the parameters of Applications, including errors made due to ignorance, inexperience, as well as from any other reasons. Erroneously formed and/or submitted Applications participate in electronic exchange auctions on a general basis in accordance with this Regulations. Erroneously submitted offers (including counter) are participating the electronic exchange trades at the general basis in accordance to this Regulations.

4.5. Electronic exchange trading is held in open trading sessions on working days, in accordance with the legislation of Ukraine, from the 10th of the current month to the 22nd of the current month. Trading in other periods is not allowed.

4.6. The trading session in PP BETS trading platform is opened by PP BETS trading platform administrator according to the Exchange schedule no later than 24 (twenty-four) hours before the start of trading.

4.7. The process of electronic exchange trading in PP BETS is divided into periods:

- Registration of applications - the period of submission of Applications, which begins from the moment of creation (opening) of the trading session and ends: not later than 4 (four) hours before the start of trading (for sales Applications), unless otherwise determined by the Exchange;
- Trades - a trading period that begins in the specified conditions of the trading session and the date and time published on the Exchange website, and ends after the sale of the auctioned lots, but no later than in the specified conditions of the trading session and the time published on the Exchange website; if, in the specified conditions of the trading session, the end time of trading for any of the trading positions is still ongoing, then the trading session continues until the end of trading for the last lot/package of combined lots for which electronic exchange trading is taking place; The administrator of PP BETS can extend the trading period for the time specified in the message, which is displayed in PP BETS;

- Signing of certificates - the period of signing exchange certificates, which begins with the end of the trading period and ends at the time determined by the conditions of the trading session.

4.8. To participate in electronic exchange auctions for the sale of natural gas of own production on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange", participating Buyers make guarantee fee in the amount of 3 (three) percent of the declared purchase volume.

4.9. If the participant - the Buyer represents the client's interests at the electronic exchange auction, the guarantee fee for participation in the auction is paid by the client of such participant.

4.10. The guarantee fee is transferred to the current account of the Exchange with the purpose of payment:

"#BETS Replenishment of guarantee fee for participation in auctions from _____." according to the following details: account No. UA403004650000026003302394670 in 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 erroneously transferred funds to the current account of the bidder upon a written statement from the bidder with the signature of the manager or other authorized person of such bidder, and a seal (if any), transmitted by any convenient method (by facsimile communication, e-mail, etc.) with subsequent sending the original by mail. The key value in the text of the payment destination consists of the hashtag symbol (symbol "#") and the abbreviation in Latin capital letters BETS, which are entered without gaps - #BETS). The applications of the participant - Buyer are admitted to electronic stock trading automatically within the limits of the available amount of the guarantee contribution in the General account.

4.11. Participants - Sellers are admitted to electronic exchange trading for the sale of natural gas of their own production on the commodity exchange - "Ukrainian Energy Exchange" Limited Liability Company without making a guarantee fee.

4.12. Natural gas of own production is put up for sale at electronic exchange auctions on the basis of Orders for sale (Positions for sale) in open trading sessions in PP BETS exclusively during the period of Registration of applications.

4.12.1. The application for sale (position for sale) must necessarily contain a draft of the natural gas purchase and sale agreement, which must be used by the parties when concluding the purchase and sale agreement based on the results of electronic Exchange trading.

4.12.2. Natural gas of own production is put up for sale on electronic exchange auctions on the basis of Sales Applications (position for sale) at a price including VAT or at a price excluding VAT.

4.13. Participant of electronic exchange trading - the Seller can submit an unlimited number of Applications for the sale (Positions for sale) of natural gas. Each Position for sale in PP BETS is assigned a unique number (position number).

4.14. In order to submit Applications, a participant of electronic exchange trading must log in to PP BETS trading platform using his personal login and password, and confirm with an electronic signature that all his actions in PP BETS trading platform will be signed with his electronic signature and will have legal force in accordance with the requirements of Ukrainian legislation, after which select the required trading session.

4.15. An Application entered in the PP BETS, but not signed with an electronic signature, can be edited or removed (deleted) at any time during the application registration period.

4.16. The Sales Application (position for sale) entered in PP BETS must be signed with an electronic signature before the end of the application registration period.

4.17. Purchase orders entered into the PP BETS for sale positions must be signed with an electronic signature both during the application registration period and during the trading period.

4.18. After the electronic signature of the first counter Purchase Order for each individual sale position, the current starting price for this sale position is fixed for the purpose of calculating the guarantee fee.

4.19. The starting price is calculated by the participant - the Seller and must correspond to the price of natural gas of own production and may take into account the supply and sales surcharge (supplier's fee), which should not exceed 24 (twenty-four) percent.

4.20. No later than 4 (four) hours before the beginning of the trading period for which the Sales Application (position for sale) is submitted, the participant - the Seller is obliged to inform the Exchange by an official letter sent by e-mail about the maximum selling price of natural gas in of each separate Application for sale (positions for sale), not higher than which an exchange agreement can be concluded for the corresponding position. In case of non-fulfillment of the requirement stipulated in this clause, the starting price in the Sales Application (position for sale) is defined as the limit. On the basis of the maximum selling price of natural gas provided by the participant - the Seller, in the context of each separate Application for sale (position for sale), the Exchange establishes price limits above which no exchange agreement can be concluded.

4.21. On the basis of the issued Applications for sale (positions for sale), an exchange bulletin is formed, which is published on the website of the Exchange. The exchange bulletin contains information on positions (commodity positions), sizes and number of lots, total volume of natural gas, starting price, conditions and terms of delivery. A template of a natural gas purchase and sale agreement is also attached to each position in the bulletin. The information in the bulletin may change in case of changes to Sales Applications (position for sale).

4.22. Bidders' applications may be withdrawn:

4.22.1. until the moment the Application is signed by the participant of exchange trades with an electronic signature - independently at PP BETS;

4.22.2. before the start of the trading period, if the Application is already signed with an electronic signature, by a written statement to the Administrator of PP BETS from a participant in electronic exchange trading with the signature of the manager and a seal, transmitted by any convenient method (fax, e-mail) with subsequent forwarding of the original by registered mail. The Participant is notified of the withdrawal of his/her Applications by the PP BETS Administrator in any convenient way (telephone, fax, e-mail).

5. Trading session procedure

5.1. Electronic exchange trading starts at 15:00 Kyiv time in PP BETS in the Internet with remote access and ends with the registration of exchange certificates. To participate in the auction, participants must log in to PP BETS portal using their personal login and password, and confirm with an electronic signature that all the participant's actions in PP BETS portal and documents created in PP BETS portal based on the results or execution of such actions will be signed with his electronic signature and will have full legal force in accordance with the requirements of the legislation of Ukraine, after which select the necessary trading session.

5.2. Participant of electronic exchange trading who temporarily leaves his automated workplace during a trading session is obliged to exit PP BETS trading platform. Otherwise, he bears full responsibility for all actions taken on his behalf in PP BETS during this period.

5.3. Electronic exchange trading is conducted for all sale positions at the same time.

5.4. The lots of each of the Positions for sale are traded sequentially. Each subsequent identical lot/package of combined lots in the position is auctioned at the closing price of the previous lot/package of combined lots of the position, provided that the previous lot/package of combined lots has not been auctioned by the method of accepting a counter-offer, or at the price set by the participant of electronic exchange trading - the Seller during the editing of the conditions of his own position.

5.5. The bidding step is 12 (twelve) hryvnias (UAH).

5.6. During the trading period, participants - Buyers can purchase lots within the available amount of the guarantee fee on their own General account.

5.7. During the bidding period, participants - Buyers submit offers on the readiness to purchase 1 (one) lot or a package of combined lots in a position on the terms of the participant - Seller. In order to occupy the leading position (setting the maximum price) for a lot/package of combined lots, for the purchase of which an offer has already been submitted by another participant, the participant - Buyer must increase the current price per thousand cubic meters of natural gas during the time of waiting for a better offer gas per lot/package from combined lots for 1 (one) or more price steps.

5.8. The waiting time for the best offer is 20 seconds.

5.9. Participant of electronic exchange auctions - the Buyer during the auction period has the opportunity to submit counter-offers for each position, indicating the desired price per thousand cubic meters of natural gas and/or the number of lots. Participant of electronic exchange trading - seller who received counter-offers for his own positions, analyzes them and makes a decision on the expediency of accepting them. In the case of acceptance of a counter-offer, the waiting time for a better offer begins, during which other participants - Buyers have the opportunity to improve the current price per thousand cubic meters of natural gas per lot/package of combined lots by 1 (one) or more price steps in order to get a leading position in the adjusted lot/package of combined lots.

5.10. Participant of electronic exchange trading - during the trading period, the Seller can adjust the parameters of his own positions (price, including for lots that are in the queue (waiting for trading), combine lots into a package, including lots that are in the queue (waiting for trades), remove all or part of the lots in the position or add lots to the position.

5.11. PP BETS records the fact of concluding an agreement with that participant - the Buyer of electronic exchange auctions, whose offer was the leading (the best in terms of price or the only one) at the time of the end of the waiting time for the best offer.

5.12. The Participant of Exchange Trades assumes all the risks associated with insufficient reliability of access to PP BETS via Internet communication channels (communication breakdown) and unguaranteed bandwidth of Internet communication channels (delays in data transmission).

5.13. The Exchange does not bear any responsibility for losses incurred by a participant in electronic exchange trading due to a disconnection between the participant's computer and the Exchange server.

5.14. In accordance with the Law of Ukraine "On the Protection of Economic Competition", that participants of electronic exchange trades comply with the principles of fair competition, Exchange has the right to determine and implement measures aimed at preventing and reducing the risks of anti-competitive actions by participants in electronic exchange trades based on the recommendations of the Supervisory Committee including, but not limited, by setting a limit of the volume (in thousands of cubic meters) of natural gas which:

a) the seller has the opportunity to combine for sale in one package in the position, and

b) the buyer has the opportunity to combine in his own counter offer.

6. Conclusion of exchange agreements

6.1. Participants of electronic exchange trading can sign exchange certificates with an electronic signature during the trading period after the end of the waiting time for the best offer and during the period of signing exchange certificates. Exchange certificate signed by the participants of exchange trades is registered by the Exchange no later than the day following the conclusion of the exchange agreement (by signing the exchange certificate with an electronic signature). An exchange certificate signed with an electronic signature acquires legal force from the moment of its registration on the Exchange.

6.2. During the period of signing of exchange certificates, protocols for conducting electronic exchange trades and exchange certificates are formed in PP BETS.

6.3. During the period of signing of exchange certificates for each exchange certificate, information about the participants of electronic exchange trading that became parties of the exchange agreement and their clients is displayed in PP BETS (if the exchange trading participant(s) acted in the interests of the client(s)). Each exchange certificate is assigned a registration number by the Exchange. This information is available only to the parties of the relevant exchange agreement.

6.4. On the basis of the exchange certificate, a natural gas purchase and sale contract is concluded between the parties of the exchange agreement (exchange agreements) and/or their clients.

6.5. Contracts for the purchase and sale of natural gas between the parties of the exchange agreement (exchange agreements) and/or customers may be concluded on the basis of electronic documents formed as a result of electronic exchange trading.

6.6. At the request of the parties of the exchange agreement and/or clients, the exchange certificate is signed and certified by the seals of the parties to the exchange agreement and the Exchange in documentary form on paper media.

6.7. At the request of the parties to the exchange agreement and/or customers, the Exchange shall mark the registration of the exchange agreement, on the basis of which the agreement was concluded on the Exchange, on the natural gas purchase and sale agreement in documentary form on a paper medium, or the Exchange may act as the 3rd (third) party of the purchase and sale agreement.

6.8. Refusal of one of the parties of the exchange agreement to sign the exchange certificate in documentary form on paper media, in accordance with clause 6.6. of this Regulations, does not release such a party from the fulfillment of obligations under the exchange certificate, formed and signed by the parties of the exchange agreement with an electronic signature in PP BETS.

7. Calculation procedure

7.1. The buyer specified in the exchange certificate, pays the commission fee in accordance with the conditions of the exchange certificate in the amount determined by the relevant internal documents of the Exchange (tariffs, procedures, provisions, regulations, etc., which are an integral part of the Rules), separate agreements with participants in electronic exchange trading or separate by decisions of the Exchange Committee, taking into account the requirements of the current legislation of Ukraine.

7.1.1. During the trading period, the amount of the commission fee is deducted from the amount of the guarantee fee of the participant - the Buyer and is automatically blocked on his General Account or the General Account of his client. During the period of signing exchange certificates, the funds of the the exchange agreement Party (Buyer) or its client, blocked to secure the payment of the commission fee in the General Account, are automatically unblocked and credited to the Exchange at the expense of payment of the commission fee for such an exchange agreement.

7.2. The procedure for accounting and distribution of guarantee fee based on the results of electronic exchange trading:

7.2.1. If, as of 5:00 p.m. Kyiv time, which is the next date specified in the exchange certificate as the cut-off date for entering into a purchase and sale agreement, none of the parties of the exchange agreement has provided the Exchange with information about non-fulfillment of the conditions of the exchange certificate, and namely, the conclusion by the Seller and the Buyer, specified in the exchange certificate, within the specified period of the purchase and sale agreement, then it is considered that the conditions of the exchange certificate have been fulfilled by the Parties, and not later than on the 2nd (second) working day according to the date specified in the exchange certificate as limit for the conclusion of a sales contract, the Exchange automatically unlocks the guarantee fee blocked on the Buyer's General account under the relevant exchange agreement.

7.2.2. If the parties of the exchange agreement, before 5:00 p.m. Kyiv time, which is the following date specified in the exchange certificate as the cut-off date for entering into a sales contract, will confirm in the PP BETS the signatures by the Seller and the Buyer specified in the exchange certificate, sale and purchase agreement, then the Exchange shall carry out the actions specified in p. 7.2.1.of the Regulations.

7.3. If the party to the exchange agreement does not fulfill the obligation to sign the exchange certificate (with an electronic signature and/or in documentary form on paper media) and/or conclude a sales contract, including by the client, the amount of the guarantee fee is blocked on the general account of such party to the exchange agreement, after unlocking, it is automatically debited from such account and distributed in accordance with the decision of the Exchange Committee. At the same time, such a person is not exempted from fulfilling the obligations under such exchange certificate, including regarding the payment of the commission fee, and the funds debited by the Exchange for the payment of the commission fee are not returned to such a person, unless otherwise determined by the decision of the Exchange Committee.

7.4. Final settlements are made directly between the Buyer and the Seller according to the relevant sales contract.

7.5. Funds blocked in the General Account of a bidder - Buyer are automatically unblocked and become available to such a bidder for withdrawal (return to the bidder) and/or further use by him to participate in other exchange auctions, which are covered by the application of the General Account, if the price offer such a participant is not determined to be the winner, and the participant - the Buyer is not a party of the exchange agreement in accordance with the submitted price offer.

7.6. After 10 (tenth) o'clock every trading day, the administrator of PP BETS processes active (uncancelled) requests of exchange trading participants and their clients regarding the withdrawal of funds that are accounted for in their General accounts and are free from obligations (not blocked). Based on the results of the processing of requests by the PP BETS Administrator, the Exchange will transfer funds to him in the amount and to the bank account specified in the request no later than the working day following the day on which the request was initiated by the participant of exchange trading (his client).

8. Informing about the results of trades

8.1. The exchange publishes the results of electronic exchange trades on its website in the form of a bulletin of weighted average prices.
8.2. The report on the results of electronic exchange trading is commercial information, except for cases when the disclosure of information by the Exchange is provided for by the current legislation of Ukraine.

8.3. Persons who have received a report on the results of electronic exchange trading have no right to publish or transfer them to third parties in any form without the written permission of the Exchange.

9. Cancellation of bidding results

9.1. The results of electronic exchange trading may be partially or completely invalidated and annulled unilaterally, if this is determined by separate decisions of the Supervisory Committee, the Exchange Committee or another authorized body of the Exchange, taking into account the requirements of the current legislation of Ukraine in the relevant sections.
9.2. The decision of the Supervisory Committee, the Exchange Committee or another authorized body of the Exchange on the cancellation of the results of electronic exchange trading is the basis for canceling the exchange certificate.

9.3. In case of cancellation of the exchange certificate, the Parties are not exempted from paying the commission fee and other mandatory payments stipulated by the documents of the Exchange and/or relevant agreements, contracts, under this exchange certificate, unless otherwise determined by the decision of the Exchange Committee or another authorized body of the Exchange.

9.4. In the case of partial or complete cancellation of the results of electronic exchange trading, cancellation of the exchange certificate, the amount of the guarantee fee or the remaining amount of the guarantee fee according to the canceled exchange certificate of the participants of the canceled electronic exchange trading shall be returned or not returned (distributed) in accordance with the decision of the Exchange Committee or another authorized body of the Exchange.

10. Liability

10.1. Exchange and bidders are responsible for violations of the legislation of Ukraine, this Regulations and other normative acts of the Exchange regulating exchange trading.
10.2. Responsibility for the authenticity of the information contained in the documents and information provided by members of the Exchange for providing access to PP BETS and/or participation in electronic exchange auctions, for actions taken on the basis of such documents and information, for untimely notification of the Exchange about changes to documents and information provided to provide access to PP BETS, as well as for the replacement or termination of the said documents, the risk of adverse legal consequences, including property ones, shall be borne by the persons who provided such documents and information.

10.3. All disputed issues arising between participants of electronic exchange trading and/or their clients are resolved in accordance with this Regulations and other internal documents of the Exchange. The parties of any dispute must make every effort to resolve the dispute out of court.

Annex

to the Regulations on organization and conduct of Exchange auctions for the sale of natural gas of own production to meet the needs of economic entities whose main activity is production of food products of high social significance on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company

SAMPLE CONTRACT

OF PURCHASE AND SALE OF NATURAL GAS

Kyiv _____

_____, EIS-code

_____, a legal entity created and operating in accordance with the legislation of Ukraine, has the status of an income tax payer on general terms, in the person of _____, who acts on the basis of _____, hereinafter referred to as the Seller, on the one hand, and

_____, EIS-code

_____, a legal entity created and operating in accordance with the legislation of Ukraine, has the status of an income tax payer under general terms, operates on the basis of a license for the right to carry out business activities in the supply of natural gas (Resolution of the NEURC No. ____ dd.), represented by _____, acting on the basis of _____, hereinafter referred to as the Buyer, on the other hand, hereinafter collectively referred to as the "Parties", and each individually as a "Party", guided by the Civil Code of Ukraine, the Economic Code of Ukraine, the Law of Ukraine "On natural gas market", by the Code of the gas transport system, approved by the resolution of the National Commission for State Regulation in the Energy and Utilities Sectors dd. September 30, 2015 No. 2493 (hereinafter - the GTS Code), Resolution of the Cabinet of Ministers of Ukraine dd. 12.01.2022 No. 19 "On approval of the Procedure for organization and conduct of exchange auctions for the sale of natural gas of own production to meet the needs of business entities whose main activity is the production of food products of high social significance" and others normative legal acts of Ukraine regulating relations in the field of natural gas purchase and sale.

concluded this natural gas purchase and sale agreement (hereinafter referred to as the "Agreement") on the following:

Terms:

Virtual trading point – a point in the gas transportation system with an undefined physical location, where the Seller transfers and the Buyer receives natural gas, in accordance with the requirements of the GTS Code.

Negotiable price - the price of natural gas in UAH (hryvnias) per 1000 cubic meters.

Contract value - the product of the Contractual volume and the Contractual price.

Contractual scope - the total volume of natural gas to be transferred by the Seller and accepted by the Buyer during the transfer period under this Agreement.

Information platform – the electronic platform of the GTS Operator, which is used by the Parties for registration of the transfer-reception of natural gas (submission of trade notifications).

Gas transportation system operator (GTS operator) - a business entity that, on the basis of a license, carries out activities related to the transportation of natural gas through the gas transportation system for the benefit of third parties.

Working days - days from Monday to Friday, with the exception of statutory holidays and working days moved to weekends in accordance with legislation.

The price of natural gas - the price calculated on the basis of accounting data and the seller's accounting policy in accordance with the requirements of international financial reporting standards and includes all expenses of the last reporting month on the date of the start of bidding, which form the financial result from operational activities, and the seller's financial expenses for the extraction of natural gas.

1. SUBJECT OF AGREEMENT AND WARRANTY OF THE PARTIES

1.1. The Seller undertakes to transfer to the ownership of the Buyer, and the Buyer - to accept and pay for the natural gas of its own production, hereinafter referred to as gas and/or natural gas, under the conditions specified in this Agreement.

1.2. The buyer guarantees that he is not the end consumer of gas, and will purchase gas for supply to the end consumer for the purposeful use of gas by him, defined in clause 1.5 of this Agreement (consumers), whose main activity is the production of food products, defined in paragraphs three, fifth — eighth, sixteenth and seventeenth of the list of goods that have significant social significance, approved by the resolution of the Cabinet of Ministers of Ukraine dd. April 22, 2020 No. 341 "On measures to stabilize prices for goods that have high social significance, goods of anti-epidemic purpose" (hereinafter referred to as the Consumer).

1.3. The seller guarantees that he has all the necessary rights for the transfer of gas under this Agreement, guarantees that the gas belongs to him by right of ownership, is not subject to the prohibition of alienation, seizure, is not the subject of a pledge or other means of ensuring the fulfillment of obligations to any physical and/or legal entities, and is not subject to any other encumbrance or restriction.

1.4. This Agreement is concluded by the Parties in accordance with the sample form approved by the decision of the Committee for Oversight of Exchange Trades for the Sale of Own Production Natural Gas (Protocol No.__ dd. __ January 2022) and based on the results of exchange trades No. ____ that took place on _____ 2022 at the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange".

1.5. Intended use of natural gas: supply of natural gas to a business entity (entities) for the purpose of production by such an entity (entities) for sale and consumption exclusively on the territory of Ukraine of food products specified in paragraphs three, five — eight , the sixteenth and seventeenth of the list of goods of significant social significance, approved by the Resolution of the Cabinet of Ministers of Ukraine of April 22, 2020 No. 341 "On measures to stabilize prices for goods of significant social significance, anti-epidemic goods" exclusively to meet the needs of the internal market (hereinafter - social goods).

2. PRICE, VALUE AND CALCULATION PROCEDURE

2.1. The Parties determined that the Contractual volume of gas transferred under the terms of the Contract is ____,____ cubic meters (_____).

2.2. The contractual price of gas is 1000 per cubic meters. __,__, UAH without VAT, in addition, value added tax at the rate of 20%, which amounts to __,_, UAH together with VAT for 1000 cubic meters __,___ UAH (____ UAH. ___ kop.).

2.3. The contractual price of gas is UAH __.___. without VAT, in addition, value added tax at the rate of 20%, which is ___,___ UAH, together with VAT 20% - __,___ UAH (___ UAH.__ kop.).

The contract value shall be paid by the Buyer to the Seller in accordance with the provisions of this Agreement, taking into account the adjustment of the Contract value in accordance with paragraphs 2.5 - 2.6 of this Agreement.

2.4. The contract price is calculated taking into account the amount of rent for the production of natural gas (rent payments) in the amount of _____.

The amount of rent payments is indicative and was calculated by the Seller for trading purposes on the basis of the arithmetic mean value of the actual prices (End of Day) of natural gas for the next day of gas delivery (Day-Ahead and Weekend) at the Dutch gas hub (TTF) in accordance with the information of the Powernext exchange/ EEX for five previous days before the date of submission of the application for sale, with subsequent recalculation of the amount of rent payments based on the fact of publication of the average customs value of imported natural gas, which occurred in the process of its customs clearance during import into the territory of Ukraine for the corresponding month in accordance with the requirements of the Tax Code of Ukraine.

2.5. The recalculation of the final price of natural gas and the corresponding Contractual price of gas is carried out by the Seller at the end of the calendar month in which the transfer of such gas took place, taking into account the recalculation of rent payments.

The recalculation of rent payments is carried out based on the fact of publishing the average customs value of imported natural gas, which was established in the process of its customs clearance during import into the territory of Ukraine for the corresponding month of gas transfer in accordance with the requirements of the Tax Code of Ukraine.

2.6. The Seller adjusts the final amount of the Contractual Value in accordance with Clause 2.5. of the Agreement and in the case of its increase due to an increase in the amount of rent payments, based on the results of such a calculation, issues the Buyer a corresponding invoice for payment within 5 working days from the moment of publication of information on the average customs value of imported natural gas, which occurred during its customs clearance during import into the territory of Ukraine, for the calendar month in which gas was transferred to the Buyer.

In the event of a decrease in the final amount of the Contractual Value as a result of the recalculation of rent payments in accordance with the provisions of this clause, the Seller transfers to the Buyer the difference between the size of the final amount of the Contractual Value and the amount of the Contractual Value of gas defined in Clause 2.3 of this Agreement.

2.7. Payment of the Contractual price of gas in the amount specified in clause 2.3. of this Agreement for the ordered volumes of gas is carried out by the Buyer on the basis of 100% prepayment on the basis of an Invoice issued by the Seller for payment within 3 banking days exclusively in cash by transferring them to the Seller's account.

2.8. Payment of the difference in the contractual value, if it was formed as a result of an increase in the amount of rent payments based on the results of the calculation in accordance with paragraphs 2.5., 2.6. of the Seller's rent payment agreement, is carried out by the Buyer in full within 3 banking days from the day the Seller issues the relevant Invoice for payment.

Payment of the difference in the Contractual Value, if it was formed as a result of a reduction in the amount of rent payments based on the results of the calculation in accordance with paragraphs 2.5, 2.6. of the Seller's rent payment agreement, is carried out by the Seller in full within 3 banking days from the date of receipt by the Buyer of the recalculation of the Contractual Value from the Seller.

Upon the fact of carrying out the final mutual settlements under this Agreement, the Parties sign the Act of Reconciliation of Mutual Settlements.

2.9. The moment of payment is considered the date of crediting of funds to the Seller's account.

2.10. All expenses related to the conclusion and execution of this Agreement are borne by the Buyer.

3. PROCEDURE AND CONDITIONS OF GAS TRANSFER, ACCEPTANCE AND ACCOUNTING

3.1. Term of transfer of natural gas:

The Seller transfers the gas to the Buyer in the period from _____2022, but not earlier than from the day the Buyer fulfills the requirements of Clause 2.7 of this Agreement, on _____2022.

3.2. Gas transfer under this Agreement is carried out at the virtual point (VTP) of the GTS Operatorby providing the Parties to the GTS Operator with commercial notices for the alienation / acquisition of natural gas in the Information Platform of the GTS Operator.

The contracted volume of gas will be transferred in approximately equal parts every day during the relevant period of natural gas transfer, unless otherwise stipulated by the written agreement of the Parties, which will be indicated in the relevant trade notices.

The Parties shall submit trade notices for the disposal/acquisition of natural gas for each gas day of the corresponding month of sale, no later than 40 (forty) minutes before the beginning of such gas day, unless otherwise stipulated by the written agreement of the Parties.

3.3. The right of ownership of gas passes from the Seller to the Buyer at the virtual trading point of sale within the meaning of the GTS Code, from the moment the Gas Transport System Operator approves trade notices for the alienation and acquisition of natural gas in the relevant information platform.

3.4. After the transfer of ownership of natural gas, the Buyer bears all risks and assumes all responsibility associated with the ownership of natural gas.

3.5. In the event that the GTS Operator rejects commercial notices for reasons independent of the Seller, the Seller is not responsible for non-fulfillment of the terms of this Agreement in the part of natural gas transmission.

3.6. After the end of the Delivery Period, in which the gas was transferred, but no later than the 11th day of the month following the Delivery Period, the Seller draws up, signs, seals the

Commercial Act and sends it to the Buyer for signature. In such a Commercial Act, the Contractual price, the actual volume of gas that was transferred during the Delivery Period in accordance with trade notifications confirmed by the GTS Operator in the Information Platform of the GTS Operator, and the cost of natural gas, which is determined by multiplying the actual volume of natural gas by the Contractual Price, in two copies (one for each of the Parties). The Buyer signs, seals (if available) and returns one copy of the Commercial Act to the Seller no later than the 12th day of the month following the transfer period.

3.7. If the Buyer does not return the Commercial deed transferred to him within the term specified in the Agreement, such Commercial deed is considered signed by the Buyer.

3.8. In the event of a change of the contractual value due to an adjustment of the amount of the Seller's rent payments, the Seller draws up, signs, affixes his seal to the revised Commercial Act and sends it to the Buyer for signature. The Buyer shall sign and seal one copy of the specified Commercial Act to the Seller within 10 days of its receipt.

3.9. After providing a trade notification, the Seller is not responsible for the further use of natural gas by the Buyer.

4. PHYSICAL AND CHEMICAL INDICATORS OF NATURAL GAS

4.1. One cubic meter of gas (cubic m), reduced to standard conditions, is taken as the calculation unit of the transferred natural gas. Standard conditions are: a pressure of 760 mm Hg (101.325 kPa) and a temperature of 20 degrees Celsius.

4.2. The physico-chemical parameters of the gas delivered to the Buyer must meet the requirements specified in Chapter III of the GTS Code.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. Buyer has the right to:

5.1.1. to receive gas in the volumes determined by the Agreement, subject to proper fulfillment of one's obligations, including full settlement, in the manner stipulated by the Agreement;

5.1.2. contact the Seller to resolve any issues related to the performance of the Agreement;

5.1.3. for the reconciliation of actual calculations with the signing of the corresponding act;

5.1.4. other rights provided for by the current legislation of Ukraine and the Agreement.

5.2. The buyer is obliged to:

5.2.1. comply with the requirements of current legal acts regulating legal relations on the gas market and the terms of the Agreement;

5.2.2. ensure timely and full payment of gas, in accordance with the terms of the Agreement;

5.2.3. to accept natural gas in the amount and under the conditions stipulated by this Agreement;

5.2.4. promptly notify the Seller in writing of all changes to the Buyer's data, including his location, bank details, tax payer status, etc.;

5.2.5. carry out reconciliation of calculations for gas transferred to the ownership of the Buyer within 5 days from the date of receipt of the relevant demand of the Seller;

5.2.6. compensate the Seller in full for the losses actually incurred by him in connection with non-fulfillment or improper fulfillment by the Buyer of his obligations under the Agreement;

5.2.7. exchange information with the Seller, in the manner and under the conditions specified in the Agreement;

5.2.8. return the signed copy of the Commercial Act to the Seller in a timely manner, provide the GTS Operator with duly executed commercial notices in a timely manner;

5.2.9. perform other duties assigned to him by the current legislation of Ukraine and the Agreement.

5.3. The seller has the right to:

5.3.1. receive timely payment for natural gas from the Buyer in accordance with the terms of the Agreement;

5.3.2. to receive compensation from the Buyer for losses incurred by him in connection with non-fulfillment or improper fulfillment by the Buyer of his obligations under the Agreement;

5.3.3. in the event that the Buyer is in debt under the Agreement, credit the funds received from the Buyer in the current settlement period, regardless of the purpose of payment, to the account of repayment of the existing debt of the Buyer;

5.3.4. for the purpose of verifying the intended use of gas, request the Buyer to provide copies of contracts between the Buyer and final gas consumers and evidence of their implementation and to obtain information on compliance with the intended use of natural gas;

5.3.5. other rights provided for by the current legislation of Ukraine and this Agreement.

5.4. The seller undertakes:

5.4.1. to ensure the transfer of gas to the Buyer's ownership on the terms and in the quantities specified by the Agreement, provided that the Buyer complies with the requirements of the Agreement, in any case not before the Buyer makes a full payment for the gas, in the manner stipulated by the Agreement;

5.4.2. ensure the provision of properly executed trade notifications in the Information Platform of the GTS Operator for the transfer of the required amount of gas to the Buyer, provided that the Buyer has paid and fulfilled other own obligations to the Seller, which are required to obtain the required amount of gas for the Buyer;

5.4.3. perform other duties assigned to him by current legislation and/or this Agreement.

6. RESPONSIBILITY OF THE PARTIES

6.1. In case of violation of the terms of the Agreement, the Parties bear responsibility in accordance with the current legislation of Ukraine and the terms of the Agreement.

6.2. In case of violation by the Buyer of the order and terms of carrying out calculations for natural gas in accordance with the Agreement, the Seller has the right not to transfer or suspend the transfer of natural gas to the Buyer until he fulfills all financial obligations. At the same time, the Seller is not responsible for any damages, costs or losses incurred by the Buyer in connection with the termination/suspension of natural gas transmission or termination of the Agreement.

6.3. If the Buyer violates the payment terms specified in the Agreement, the Buyer is obliged to pay a penalty in the amount of double accounting rate of the National Bank of Ukraine, which was in effect during the period for which the penalty is paid, from the amount of the overdue payment for each day of the delay, and in case of violation by the Buyer of the payment terms for natural gas for more than 5 (five) working days, the Buyer is obliged to pay an additional fine in favor of the Seller, the amount of which is 20% (twenty percent) of the Contract Price.

6.4. In the event that the Buyer does not sign the Commercial Act (including the specified Commercial Act) in accordance with the procedure provided for in this Agreement, the Buyer is obliged to pay a fine in the amount of 10% (ten percent) of the Contractual Value to the Seller.

6.5. In case of full or partial non-delivery due to the fault of the Seller of the volume of gas that should have been transferred in accordance with the terms of this Agreement, the Seller shall pay to the Buyer a penalty in the amount of 0.1% of the value of the undelivered volume of natural gas, but not more than twice the accounting rate of the National Bank of Ukraine, which was in effect during the period for which a penalty is paid for each day of delay in submitting a trade notification. Such fines do not apply to the Seller if the Buyer has violated the payment terms.

6.6. The seller is not responsible for any interruptions in the transportation or storage of gas related to the operation, maintenance and/or development of the GTS, as well as for any deterioration of gas quality caused by the fault of the GTS Operator.

6.7. The Parties are not responsible for non-fulfillment of obligations under this Agreement in terms of gas transfer/reception, which occurred due to the introduction of any measures by the GTS Operator to ensure the safety of natural gas supply and through no fault of the Party itself.

6.8. In case of unintended use of natural gas in accordance with clause 1.5 of the Agreement and in case of failure to provide evidence or confirmation of the intended use of natural gas, the Buyer is obliged to compensate the Seller for the difference between the market price of natural gas and the Contract price of gas under this Agreement.

7. FORCE MAJEURE CIRCUMSTANCES

7.1. The parties are released from responsibility for non-fulfillment or improper fulfillment of their obligations under the Agreement, if such non-fulfillment is the result of force majeure. By circumstances of force majeure, the Parties understand circumstances of an extraordinary and unavoidable nature that arose after the conclusion of the Agreement and exclude or partially make the proper execution of this Agreement impossible. The occurrence of such circumstances does not depend on the will and desire of the Parties.

7.2. Circumstances of force majeure of the Parties include, but are not limited to: natural disasters (fire, flood, earthquakes, floods, other natural disasters), gas pipeline accident, public events (explosions, wars or military actions, blockades, strikes, accidents, civil unrest, circumstances that arose as a result of the adoption of acts of a legislative or other regulatory nature, binding on the Parties in accordance with the legislation, which directly affect the ability of the Parties to fulfill their obligations under the Agreement).

7.3. The Party that was affected by force majeure circumstances is obliged to immediately (without delay, in the shortest possible time) as soon as it becomes aware of the possibility of their occurrence, occurrence or termination, to notify the other Party about this by any acceptable means, with the following period of 3 (three) working days by written notice.

7.4. Sufficient proof of force majeure is a document issued by the Chamber of Commerce and Industry or another body authorized by the current legislation of Ukraine to certify force majeure. The provision of the specified evidence to the other Party must be carried out within a reasonable period of time, which is necessary for its receipt from the authorized body, but no later than 14 days from the date of occurrence of such circumstances.

7.5. The deadline for the fulfillment of obligations is automatically postponed according to the time during which such circumstances will operate.

7.6. If the force majeure circumstances continue for more than one month, the Parties shall decide on the expediency of extending this Agreement. In the event of a decision to terminate its validity, the Parties conclude a corresponding additional agreement.

8. DISPUTE RESOLUTION PROCEDURE

8.1. All disputes arising from this Agreement or related to it shall be resolved through negotiations and consultations between the Parties.

8.2. If the relevant dispute cannot be resolved through negotiations and consultations, it shall be resolved in a court of law under the established jurisdiction and jurisdiction of such a dispute in accordance with the current legislation of Ukraine.

9. DURATION OF THE AGREEMENT AND OTHER TERMS

9.1. This Agreement enters into force from the moment of its signature by the Parties and is valid in the part of the settlement between the Parties until their full and proper implementation, and in the part of the transfer of gas to the Buyer on _____2022 (including).

The Parties agreed that the signed scanned copies of the contract, additional agreements to the contract, acts of gas acceptance and transfer, letters of the Parties relating to the Contract, have legal force until they are replaced by the originals. In case of discrepancies between scanned copies and original documents, the Parties shall be guided by the original signed and sealed (if available) documents.

9.2. In the event that the founding document of the Party provides for the presence of a seal, the Agreement must be sealed with the seal of such Party.

9.3. The terms of this Agreement may be changed by agreement of the Parties by concluding a corresponding written additional agreement.

9.4. The parties undertake to notify each other of changes in their bank details, location, phone numbers, faxes, tax payer status, name within five days from the date of the relevant changes by registered letter with delivery notice.

9.5. This Agreement and all its Annexes are confidential documents and the information contained in it shall not be disclosed without the prior written consent of the other Party, except in the cases and in the manner required by the current legislation of Ukraine. As well as in the case of accounting and reporting on the Seller's business activities by third parties on a contractual basis, about which the Seller informs the Buyer.

9.6. All additional agreements to this Agreement enter into force if they are made in writing, signed and sealed by the seals of the Parties (if available).

9.7. All notices under the Agreement are considered to be properly issued if they are made in writing and sent by registered mail, courier or delivered personally to the addresses of the Parties specified in the Agreement. The date of receipt of such messages will be the date of their personal delivery or the date of the postmark of the recipient's communications department.

9.8. The Parties have no right to transfer their rights and obligations under the Agreement to any third party without the written consent of the other Party.

9.9. On all matters not regulated by this Agreement, the Parties are governed by the provisions of the current legislation of Ukraine.

9.10. During the conclusion of the Agreement, the Parties confirm that the persons who signed the Agreement are acting within the limits of the powers granted to them by the statute and/or power of attorney, and are not removed from the performance of their duties, that the Parties have received all necessary approvals for the conclusion of this Agreement.

9.11. The Parties have the right to collect and process personal data within the scope of fulfilling the obligations under this Agreement for the implementation of business relations between the Parties. Personal data of the Parties are protected in accordance with the procedure provided by the current legislation. The fact of signing the Agreement is the fact of obtaining consent and notification for the Parties about the collection and processing of personal data.

9.12. This Agreement is concluded with full understanding by the Parties of its terms and terminology, in the Ukrainian language in two original copies that have the same legal force, one for each of the Parties.

10. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE

10.1. The Parties hereby assure and guarantee each other that (both at the time the Parties sign this Agreement and for the future): a) the Party is not subject to the sanctions of the UN Security Council, the Department of Foreign Assets Control of the US Treasury, the Department of Commerce, the Bureau of Industry and security of the United States, the State Department of the United States, the European Union, Ukraine, Great Britain or any other state or organization whose decisions and acts are legally binding (hereinafter referred to as "Sanctions"); and b) the Party does not cooperate and is not connected by control relations with persons subject to the effect of Sanctions; c) The Party carries out its economic activity in compliance with the requirements of the Anti-corruption legislation. Anti-corruption legislation should be understood as: any law or other normative legal act, which implements or in accordance with which the provisions of the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of the Organization for Economic Cooperation and Development (OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) are applied; or any provisions of the US Foreign Corrupt Practices Act of 1977 applicable to the Parties as amended (the US Foreign Corrupt Practices Act of 1977), the UK Bribery Act 2010; or any similar law or other regulatory legal act of the jurisdictions (countries) in which the Parties are registered or carry out their business activities or the effect of which (or individual provisions thereof) applies to the Parties in other cases; d) The Party complies with the requirements of the Anti-corruption legislation applicable to it and has implemented appropriate measures and procedures to comply with the Anti-corruption legislation; e) The Party and all of its affiliates, directors, officials, employees or any other persons acting on behalf of this Party did not make any offers, did not grant powers and requests to provide or receive improper/unlawful material benefits or advantages in connection with this Agreement, and also did not receive them, and do not intend to carry out any of the 11 above-mentioned actions in the future, and the Party used all possible

reasonable measures to prevent such actions by subcontractors, agents, by any other third party over which it has some degree of control;

10.2. In the event of a breach by the Party of the assurances and guarantees specified in this section of the Agreement, such Party undertakes to compensate the other Party for all losses caused by such breach.

10.3. In the case of the imposition of Sanctions on one of the Parties or the cooperation of a Party with a person on whom Sanctions have been imposed, such Party undertakes to immediately notify the other Party, as well as to compensate the latter for all losses caused to it due to or in connection with the imposition of Sanctions or cooperation with the person on whom Sanctions have been imposed.

10.4. Each of the Parties has the right to unilaterally suspend the performance of obligations under this Agreement or to terminate the validity of this Agreement by means of a written notification to the other Party in the event that there are reasonable grounds to believe that there has been or will be a violation of any of the assurances specified in this section of the Agreement and guarantees. At the same time, the Party that reasonably exercised this right is released from any responsibility or obligation to compensate fines under the Agreement in connection with its non-fulfillment of contractual obligations and any kind of expenses and losses incurred by the other Party (directly or indirectly), as a result of such suspension/termination of the Agreement.

11. LOCATION, DETAILS AND SIGNATURES OF THE PARTIES