APPROOVED
The decision of the Exchange Committee
of the Limited Liability Company
Ukrainian Energy Exchange
Minutes of the Exchange Committee
meeting No. 2164 dd. May 19, 2026

REGULATIONS

provision of data transmission administrator services

Ukrainian Energy Exchange Limited Liability Company

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1. GENERAL PROVISIONS

1.1. These Regulations for the provision of data transfer administrator services of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations) determine the terms and conditions for the provision by the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as UEEX LLC) to wholesale energy market participants (hereinafter referred to as WEM Participants) of services for the collection, aggregation and transmission to the NEURC of information on economic and trade transactions related to wholesale energy products specified in clause 1.8 of this section.

The Regulations also determine the procedure for interaction between UEEX LLC and WEM Participants, as well as legal relations arising in connection with the provision of such services.

1.2. The activities of UEEX LLC as a data transfer administrator (hereinafter referred to as the DTA) are not professional activities in capital markets and organized commodity markets within the meaning of the legislation of Ukraine and do not require obtaining a license to conduct professional activities on capital markets.

The provision of data transfer administrator services is carried out by UEEX LLC, subject to obtaining the status of data transfer administrator in accordance with the procedure stipulated by the legislation of Ukraine.

1.3. These Regulations are mandatory for the implementation of the WEM Participants who have concluded an agreement with UEEX LLC on the provision of data transfer administrator services (hereinafter referred to as DTA Clients), employees of UEEX LLC, as well as representatives of DTA Clients authorized to act in accordance with these Regulations.

1.4. The terms used in these Regulations and not defined therein shall have the meanings given in the laws of Ukraine, regulatory legal acts regulating the functioning of wholesale energy markets and the prevention of abuse on them, as well as in the internal documents of UEEX LLC.

1.5. These Regulations, as well as amendments and supplements to them, are approved by the Exchange Committee of UEEX LLC and published on the official website of UEEX LLC at www.ueex.com.ua.

1.6. To receive DTA services, the WEM Participant is obliged to conclude an agreement with UEEX LLC on the provision of data transfer administrator services, as well as fulfill other requirements stipulated by these Regulations.

1.7. DTA has the right to offer the WEM Participant to join a public agreement on the provision of data transfer administrator services in accordance with Annex 1 or Annex 7 to these Regulations.

1.8. UEEX LLC as DTA provides DTA Clients with services for collecting, aggregating, processing and transmitting to the NEURC information on economic and trade transactions related to wholesale energy products, in particular regarding:

standard and non-standard contracts for the purchase and sale of electricity and natural gas;

applications submitted during the organization and conduct of exchange trading;

economic and trade transactions for which the DTA Client reports independently or through DTA;

transfer of trade data from the DTA System for further transfer to another data transfer administrator;

other data and information in accordance with the requirements of the legislation and these Regulations.

The list, terms of provision and cost of DTA services are determined by the Tariffs for the services of the data transmission administrator of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Tariffs).

1.9. The list of DTA services and Tariffs for DTA services are published on the official website of UEEX LLC at www.ueex.com.ua.

1.10. DTA services are provided to WEM Participants who are registered in the register of wholesale energy market participants maintained by the NEURC and have been assigned an ECRB code.

1.11. DTA clients are responsible for the correctness, reliability and relevance of the codes used to identify information about economic and trade transactions related to wholesale energy products, including the ECRB code.

2. WEM PARTICIPANTS – DTA CLIENTS

2.1. A client of the DTA may be a Participant of the WEM - a resident or non-resident, who intends to transfer to the NEURC information about his own economic and trade transactions related to wholesale energy products, through the DTA.

2.2. The status of the DTA Client and access to the DTA System can be obtained by an WEM Participant who has passed the accreditation procedure, namely:

filled out the questionnaire in electronic form, posted on the official website of UEEX LLC;

concluded an agreement with UEEX LLC for the provision of DTA services;

submitted the documents provided for in paragraph 2.3 of this section;

downloaded the public key certificate(s) of the DTA System user(s) in .cer or .crt format (for residents);

if the WEM Participant is a non-resident, has concluded an Agreement on the use of an analogue of a handwritten signature in the form provided in Annex 4 to these Regulations.

Users of the DTA System are authorized representatives of the WEM Participant who are granted access to the DTA System in accordance with these Regulations.

2.3. To undergo the accreditation procedure, the WEM Participant fills out an electronic questionnaire form posted on the official website of UEEX LLC at the link: accredit.ueex.com.ua.

The WEM Participant submits documents to UEEX LLC in electronic and/or paper form, and also uploads public key certificates of DTA System users — representatives of the WEM Participant — in .cer or .crt format (for residents), as well as a public key certificate of the person authorized to sign documents on behalf of the WEM Participant (manager, individual entrepreneur, representative by power of attorney, etc.) (hereinafter referred to as the Signatory):

2.3.1. WEM participants - residents submit the following documents:

2.3.1.1. An agreement for the provision of DTA services, which is formed and sent to the WEM Participant after filling out the questionnaire on the official website of UEEX LLC;

2.3.1.2. The power of attorney (power of attorneys) of the representative(s) authorized by the WEM Participant to perform actions on his behalf, in particular, related to obtaining the DTA service and providing the NEURC with information about the economic and trade transactions carried out by the WEM participant are related to wholesale energy products according to the form recommended by UEEX LLC which is Annex 3 to this Regulations;

2.3.1.3. An extract or extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, containing information current on the date of submission. In the case of submitting an extract, such an extract must be generated no later than 30 (thirty) calendar days prior to the date of its submission);

2.3.1.4. If the Application specified in the agreement referred to in sub-clauses. 2.3.1.1. is signed by a person authorised to sign by a power of attorney, a copy of such power of attorney shall be attached to the application form.

2.3.2. Non-resident WEM participants submit the following documents:

2.3.2.1. Agreement on the provision of DTA services and Agreement on the use of an analogue of a handwritten signature in the DTA System of the Ukrainian Energy Exchange Limited Liability Company;

2.3.2.2. An extract from the trade, banking, court or other official register of the country of registration of the WEM Participant - non-resident, containing current registration data, or a copy of a document confirming the state registration of a legal entity or individual entrepreneur in accordance with the legislation of the country of its registration.

Such documents shall be submitted together with a translation into Ukrainian, certified by the translator's signature and, if available, the translator's seal.

Documents must be issued or formed no later than 90 (ninety) calendar days prior to the date of their submission.

2.3.2.3. A document from a banking institution confirming the bank account details of the WEM Participant – a non-resident, together with a translation into Ukrainian, a certified signature of the translator and, if available, the translator's seal.

2.3.2.4. Power of attorney (power of attorneys) of the representative (s) authorized by the client of DTA to perform actions on his behalf, in particular, related to obtaining the DTA service and providing the NEURC with information about the economic and commercial transactions carried out by the WEM participant, respectively to wholesale energy products according to the form recommended by UEEX LLC according to Appendix 6 of this Regulations.

2.4. If the user of the DTA System is exclusively the manager of the WEM Participant or an individual entrepreneur, a power of attorney for such a user is not submitted.

2.5. The resident WEM participant is obliged to submit to UEEX LLC the documents specified in subparagraph 2.3.1 of these Regulations in electronic form with a qualified electronic signature or in paper form by submitting original documents or duly certified copies of documents to the legal address of UEEX LLC).

It is allowed to submit some documents in electronic form, and the rest in paper form.

2.6 A non-resident WEM participant is obliged to submit or send to the legal address of UEEX LLC the documents specified in subparagraph 2.3.2 of these Regulations, in paper form in the form of originals or duly certified copies of documents.

2.7. After receiving the questionnaire and documents submitted by the WEM Participant, UEEX LLC, within 3 (three) business days, checks the completeness of the submitted documents, as well as their compliance with the requirements of these Regulations.

UEEX LLC has the right to refuse to consider documents and/or information submitted by the WEM Participant or the DTA Client (in case of changes to previously submitted documents or information) if:

the documents and/or information are incomplete;

documents and/or information contain inaccurate information;

documents are drawn up in violation of the requirements of these Regulations;

UEEX LLC has justified legal or formal reservations regarding the submitted documents and/or information.

2.8. If, based on the results of the inspection provided for in clause 2.7 of these Regulations, it is established that the WEM Participant has submitted a complete package of documents drawn up in

accordance with the requirements of these Regulations, UEEX LLC shall decide to grant the WEM Participant the status of an DTA Client and to provide users of such a Client with access to the DTA System.

A notification about granting access to the DTA System is sent to the email address specified by the WEM Participant in the questionnaire.

2.9. If the questionnaire or documents submitted by the WEM Participant do not meet the requirements of these Regulations or the established forms, UEEX LLC shall notify the WEM Participant thereof by sending a message to the e-mail address specified in the questionnaire and/or using other means of communication specified by the WEM Participant.

In such a message, UEEX LLC shall indicate the identified deficiencies and set a deadline for their elimination and/or submission of corrected documents.

2.10. For issues related to accreditation and obtaining DTA services, the WEM Participant has the right to contact UEEX LLC by telephone or by sending a message to the email address of UEEX LLC.

2.11. In the event of changes to the documents and/or information submitted in accordance with this section, the DTA Client is obliged to provide UEEX LLC with updated documents and/or information within 3 (three) business days from the date of such changes.

Such changes include, in particular:

expiration of the user's power of attorney, provided for in subparagraph 2.3.1.2 or subparagraph 2.3.2.4 of these Regulations;

loss of validity of the user's public key certificate in .cer or .crt format;

change of the manager, authorized signatory or user of the DTA System;

cancellation of the user's or authorized signatory's power of attorney.

Notification of changes and submission of updated documents are carried out in accordance with the procedure provided for in paragraphs 2.3, 2.5 and 2.6 of these Regulations, including through the electronic account on the official website of UEEX LLC.

Adding a new user to the DTA System is carried out by submitting the appropriate power of attorney in the form provided in Annex 3 or Annex 6 to these Regulations.

The DTA Client is obliged to notify UEEX LLC of the dismissal of a user, manager, authorized signatory or the cancellation of the relevant power of attorney no later than the day of such event by submitting an application or notification in any form:

to the legal address of UEEX LLC; or

in electronic form through the electronic account on the official website of UEEX LLC.

The expiration of a user's power of attorney and/or the loss of validity of a user's public key certificate is grounds for restricting such user's access to the DTA System.

Restricting an individual user's access to the DTA System is not grounds for terminating the provision of DTA services to the DTA Client.

2.12. In the event of reasonable doubts regarding the reliability, relevance, completeness or proper execution of documents and/or information submitted by the WEM Participant or the DTA Client, UEEX LLC has the right to demand additional explanations, documents or information.

The WEM Participant or the DTA Client is obliged to immediately provide relevant explanations, documents and/or information at the request of UEEX LLC.

UEEX LLC has the right to refuse to accept, consider or process documents and/or information if:

documents and/or information contain inaccurate information;

documents are improperly drawn up;

documents and/or information contradict the requirements of these Regulations or the legislation of Ukraine;

The WEM Participant or the DTA Client did not provide an explanation or additional documents at the request of UEEX LLC.

UEEX LLC is not responsible for the consequences of refusing to accept, consider or process documents and/or information in cases provided for by these Regulations.

2.13. The DTA Client bears full and independent responsibility for the accuracy, completeness, relevance and timeliness of the submission of documents and information provided to UEEX LLC in accordance with these Regulations, as well as the risk of adverse consequences, including property consequences, related to:

submission of inaccurate, incomplete or outdated information;

failure to submit or untimely submission of information and/or documents on changes in documents or information provided to obtain the status of an DTA Client;

expiration of the user's power of attorney and/or loss of validity of the user's public key certificate, which makes it impossible to perform actions in the DTA System;

actions of UEEX LLC committed on the basis of documents and/or information provided by the WEM Participant or the WEM Client.

The DTA Client also bears the risk of untimely notification to UEEX LLC of changes or termination of the powers of users, representatives or signatories.

2.14. UEEX LLC ensures the confidentiality and protection of information and documents submitted by the DTA Client, and does not disclose them to third parties, except in cases provided for by the legislation of Ukraine, these Regulations or agreements concluded with the DTA Client.

2.15. The DTA Client independently selects from the list of DTA services the service or services that he intends to receive through the DTA System.

The list of DTA services and Tariffs are posted on the official website of UEEX LLC and in the DTA System.

2.15.1. After selecting a service or services, the DTA Client independently generates an invoice for payment for the relevant services in the DTA System.

2.15.2. Payment for DTA services is made by the DTA Client in accordance with the invoice generated in the DTA System, with the mandatory indication of the details of such an account in the payment order, in particular:

account number;

service name;

period of service provision.

2.15.3. The DTA Client is obliged to make full payment for the DTA services no later than 2 (two) business days before the start date of receiving the relevant services.

The provision of DTA services, including the transfer of data to the NEURC, begins on the second business day after the funds are credited to the account of UEEX LLC, unless otherwise established by the Tariffs or the resolution of UEEX LLC.

2.15.4. The transfer of information about the economic and trade transactions of the DTA Client to the NEURC is carried out for the period of the calendar month of provision of DTA services paid for by the DTA Client.

2.16. The DTA Client has the right to change or add an DTA service(s) in accordance with the list of services and Tariffs by selecting the appropriate service in the DTA System.

A change in the list of DTA services shall take effect from the first day of the calendar month following the month in which the DTA Client:

selected the appropriate service(s) in the DTA System; and

paid for the services in accordance with the Tariffs and the invoice generated in the DTA System.

2.17. Conclusion of an agreement for the provision of DTA services and/or accession to such an agreement is confirmation that the WEM Participant has read these Regulations, agrees with their terms and undertakes to comply with them.

2.18. UEEX LLC refuses to grant the WEM Participant access to the DTA System and acquire the status of an DTA Client if:

special economic or other restrictive measures (sanctions) have been applied to such WEM Participant in accordance with the legislation of Ukraine;

The WEM participant is included in the sanctions lists introduced by the USA, the European Union or other states or international organizations, the decisions of which are taken into account by UEEX LLC within the framework of compliance procedures;

A participant in the WEM established and/or registered in accordance with the legislation of a state carrying out armed aggression against Ukraine within the meaning of Article 1 of the Law of Ukraine "On the Defense of Ukraine";

UEEX LLC has the right to request from the WEM Participant documents and/or information necessary to verify compliance with the requirements of this clause.

2.19. In order to ensure the proper provision of information to the NEURC on economic and trade transactions related to wholesale energy products, UEEX LLC has the right at any time to require the DTA Client to provide additional documents, information and explanations regarding such transactions, including regarding submitted, executed or unexecuted applications, information about which is entered into the DTA System.

The DTA client is obliged to immediately provide the requested documents, information and explanations

2.20. For interaction with the DTA Client and users of the DTA System, including regarding:

the results of processing information transmitted to the NEURC;

the need to correct, clarify or resubmit information;

other issues related to the provision of DTA services, UEEX LLC uses the email addresses specified by the DTA Client in the questionnaire and assigned to the relevant users of the DTA System.

The email address of each user of the DTA System must be unique.

3. ACCESS TO THE DTA SYSTEM

3.1. Information on granting the DTA Client access to the DTA System is sent in the manner prescribed by clause 2.8 of section II of these Regulations.

The corresponding notification is also sent to the DTA Client users to the email addresses specified in the questionnaire.

3.2. Access of DTA Client users to the DTA System is provided by automatically creating a personal account in the DTA System for each user.

3.3. Each user account in the DTA System is personal and is created for a specific user, indicating his/her last name, first name, patronymic (if any) and email address specified in the WEM Participant's profile.

The User is obliged to ensure the confidentiality of access data to the DTA System and not to allow their transfer to third parties.

Interaction with UEEX LLC on issues related to the use of the user account is carried out directly by such user or another duly authorized person of the DTA Client.

3.4. UEEX LLC is not responsible for the use of a user account by third parties if access to such an account became possible due to the DTA Client's or user's failure to comply with the requirements for ensuring the confidentiality of access data to the DTA System.

3.5. The DTA Client User has the right to access the DTA System exclusively within the limits of the powers and scope of functionality necessary to receive DTA services.

3.6. Access of users of DTA Clients - residents to the DTA System and their identification are carried out using the user's qualified electronic signature.

Access of non-resident DTA Clients to the DTA System and their identification are carried out using an analogue of a handwritten signature (AHS).

3.7. All actions taken by a user in the DTA System after authentication using a qualified electronic signature (for residents) or AHS (for non-residents) are considered to be taken by the relevant DTA Client and create legal consequences for him.

3.8. DTA clients and DTA System users are obliged to ensure the confidentiality of access data to the DTA System and take necessary measures to prevent unauthorized access by third parties.

DTA System access passwords are confidential information and cannot be transferred to third parties, including employees of UEEX LLC.

Users of the DTA System are responsible for maintaining the confidentiality of passwords, cryptographic information protection tools, and private keys in accordance with the requirements of the legislation of Ukraine and the regulations of the relevant electronic trust service provider.

3.9. DTA services are provided on the basis of prepayment based on an invoice generated in accordance with these Regulations and Tariffs.

In the event of non-payment of the invoice, UEEX LLC has the right not to start or suspend the provision of DTA services.

Failure to pay the invoice does not terminate the contract for the provision of DTA services, unless otherwise provided by the contract or these Regulations.

If the relevant DTA service is paid for the services actually provided, the DTA Client is obliged to make payment within 3 (three) business days from the date of receipt of the invoice.

3.10. UEEX LLC ensures the storage of information transferred to the NEURC for 5 (five) years from the date of its transfer, unless another period is established by the legislation of Ukraine.

3.11. An WEM Participant who has ceased using DTA services has the right to apply to UEEX LLC with a request to provide access to the archival data of the DTA System relating to such an WEM Participant.

The request is submitted in any form and must contain a list of archival data to which access is requested.

Access to archival data may be provided within 5 (five) years from the date of entry of the relevant information into the DTA System.

UEEX LLC has the right to verify the authority of the person submitting a request for access to archival data.

The format of providing archival data is determined by UEEX LLC taking into account the technical capabilities of the DTA System.

A fee may be charged for providing access to archival data in accordance with the Tariffs or a separate agreement between UEEX LLC and the WEM Participant.

UEEX LLC has the right to refuse to provide access to archival data in cases provided for by the legislation of Ukraine, these Regulations or in the event of impossibility of proper identification of the applicant.

UEEX LLC is not responsible for the consequences of refusing to provide access to archival data in cases provided for by these Regulations or the legislation of Ukraine.

4. OBLIGATIONS OF DTA CLIENTS

4.1. DTA client is obliged to:

4.1.1. comply with the requirements of these Regulations, the DTA service agreement and the legislation of Ukraine;

4.1.2. have a valid ECRB registration code, as well as, if available, other identifiers used to identify wholesale energy market participants, in particular:

Legal Entity Identifier (LEI);

Bank Identifier Code (BIC);

EIC code;

global Location Number (GLN/GS1).

4.1.3. ensure the confidentiality of information and access data obtained or used in connection with access to the DTA System;

4.1.4 immediately notify UEEX LLC of any changes in the data specified in the questionnaire and documents submitted in accordance with Section II of these Regulations, as well as submit updated documents and/or information;

4.1.5 verify the completeness, accuracy and timeliness of information on economic and trade transactions related to wholesale energy products, including submitted, executed or unexecuted applications, including information downloaded from the electronic trading systems of UEEX LLC, and immediately notify UEEX LLC of any discrepancies identified by sending a message by electronic means of communication;

4.1.6 timely and in full pay for DTA services in accordance with the terms of the DTA service agreement, selected services and Tariffs.

4.1.7. ensure that the software, hardware and Internet connection meet the requirements of these Regulations necessary for the proper use of the DTA System;

4.1.8. provide UEEX LLC with valid powers of attorney of users of the DTA System, except for the case provided for in clause 2.4 of these Regulations;

4.1.9. provide UEEX LLC with valid public key certificates of DTA System users in .cer or .crt format;

4.1.10. perform other actions and fulfill other obligations stipulated by the agreement on the provision of DTA services, these Regulations and the legislation of Ukraine.

4.2. DTA clients who use the DTA System are required to adhere to the following information security and cybersecurity principles:

4.2.1. ensure an appropriate level of information processing security, including cybersecurity, physical security and protection of communication channels used to interact with the DTA System, including user workstations, network devices, application programming interfaces (APIs) and other information and technical infrastructure of the DTA Client;

4.2.2. immediately notify UEEX LLC of any events, incidents or circumstances that may affect or affect the security, integrity or availability of the DTA System;

4.2.3. follow the recommendations, technical requirements and instructions of UEEX LLC regarding the use of the DTA System.

4.3. The DTA Client is obliged to ensure the timely entry and/or upload to the DTA System of complete, reliable and up-to-date information on economic and trade transactions related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications, as well as information on amendments, termination or termination of relevant contracts or applications.

Information is submitted in a format supported by the DTA System within the following deadlines:

4.3.1. information on economic and trade transactions under standard contracts is submitted no later than 18:00 Kyiv time on the business day following the date of conclusion, amendment, termination or termination of the relevant contract;

4.3.2. information on economic and trade transactions under non-standard contracts is submitted no later than 18:00 Kyiv time on the last working day of the 30-day period from the date of conclusion, amendment, termination or termination of the relevant contract;

4.3.3. information is uploaded in .xml and/or .xlsx format (subject to the availability of the relevant technical capability) no later than 18:00 Kyiv time on the business day following the date of conclusion, amendment, termination or termination of the relevant agreement.

4.4. The DTA client is responsible for the accuracy, completeness and relevance of the documents and information submitted by him or his representatives to UEEX LLC.

4.5. The DTA Client independently ensures compliance with the requirements of the legislation on the prevention of abuse in wholesale energy markets and is responsible for the correct interpretation and application of such legislation in its activities.

The DTA Client is also responsible for the completeness, reliability and timeliness of information on economic and trade transactions related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications entered or uploaded to the DTA System.

5. SUSPENSION, PAUSE AND TERMINATION OF APD SERVICES

5.1. For the purposes of these Regulations:

“Suspension of the provision of DTA services” means a temporary restriction of access of DTA Client users to the DTA System and the inability to perform actions in the DTA System without termination of the performance by UEEX LLC of the functions of the data transfer administrator;

“Pause of DTA Services” — temporary cessation of the provision of DTA services to all DTA Clients in connection with the adoption by the NEURC on the Suspension of the DTA Status of UEEX LLC;

“Termination of DTA Services” — termination of the provision of DTA services to the DTA Client and termination of the agreement on the provision of DTA services in cases provided for by these Regulations.

5.2. UEEX LLC has the right to stop providing DTA services to the DTA Client if:

5.2.1. the actions of the DTA Client or its users pose a threat to the security of the DTA System, information security or the proper provision of DTA services;

5.2.2. The DTA Client does not comply with the requirements of clause 2.11 of these Regulations;

5.2.3. The DTA Client did not provide information or documents at the request of UEEX LLC;

5.2.4. there are grounds to believe that the use of the DTA System is carried out in violation of these Regulations or the legislation of Ukraine.

5.3. In the event that the NEURC decides to suspend the status of DTA, UEEX LLC suspends the provision of DTA services in accordance with such a decision.

UEEX LLC notifies DTA Clients about the suspension or resumption of DTA services on the day when UEEX LLC becomes aware of the relevant decision of the NEURC, indicating the date of its entry into force.

5.4. UEEX LLC has the right to stop providing DTA services and unilaterally terminate the agreement on the provision of DTA services in the event of:

5.4.1. voluntary termination of the activities of the DTA by UEEX LLC;

5.4.2. termination of UEEX LLC status of DTA in accordance with the decision of the NEURC;

5.4.3. application of sanctions to the DTA Client in accordance with the legislation of Ukraine or inclusion of the DTA Client in the sanctions lists of the USA or the European Union;

5.4.4. termination of the legal entity of the DTA Client;

5.4.5. exclusion of the DTA Client from the register of wholesale energy market participants.

5.5. Suspension of DTA services continues until the DTA Client eliminates the circumstances that became the basis for such suspension.

5.6. UEEX LLC notifies the DTA Client of the suspension of the provision of DTA services and the reasons for such suspension by sending a message to the email address specified by the DTA Client.

5.7. The DTA Client has the right to eliminate the circumstances that became the basis for suspending the provision of DTA services by submitting relevant documents and/or information to UEEX LLC.

5.8. The DTA Client has the right to submit an application at any time to terminate the use of DTA services and terminate the DTA services agreement without specifying the reasons for such a decision.

Termination of DTA services shall be carried out from the next business day after receipt by UEEX LLC of the relevant application or from another date specified by the DTA Client in the application.

5.9. In the event of the DTA Client's refusal to receive DTA services before the expiration of the term for their provision, the funds paid by the DTA Client for the provision of services are not refundable, except in cases of non-performance or improper performance of DTA services due to the fault of UEEX LLC.

In such a case, the funds paid are credited to UEEX LLC as a fee for the actually provided DTA services.

5.10. UEEX LLC shall notify the DTA Client of the termination of the provision of DTA services and the termination of the DTA services agreement by sending a notification:

in the case provided for in subparagraph 5.4.1, no later than 15 calendar days before the date of termination of the provision of services;

in the cases provided for in subparagraphs 5.4.2–5.4.5, immediately after UEEX LLC becomes aware of the relevant circumstances.

5.11. In cases provided for in subparagraphs 5.4.1 and 5.4.2 of these Regulations, the funds paid for DTA services shall be returned to the DTA Client within 10 (ten) business days from the date of notification of termination of DTA services, taking into account the cost of the services actually provided.

5.12. In cases provided for in subparagraphs 5.4.3–5.4.5 of these Regulations, funds paid for DTA services are not refundable.

6. RESPONSIBILITY OF DTA FOR PROVIDING INFORMATION ON ECONOMIC AND COMMERCIAL TRANSACTIONS TO NEURC

6.1. DTA ensures the fulfillment of obligations to provide the NEURC with information on economic and trade transactions on the wholesale energy market related to wholesale energy products, including fulfilled/unfulfilled offers (applications), on behalf of and in the interests of the DTA Client.

6.2. DTA ensures the integrity, confidentiality and transmission of information submitted through the DTA System to the NEURC in accordance with the requirements of the legislation of Ukraine and these Regulations.

6.3. DTA is not liable for any damages caused by the loss of the DTA Client's ECRB code and/or access to the DTA System.

6.4. DTA is not responsible for the consequences of the impossibility or delay in transmitting to the NEURC information on economic and trade transactions related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications, if such consequences arose as a result of:

technical failures, accidents or interruptions in the operation of information and communication systems that are not under the control of UEEX LLC;

malfunctions of the DTA Client's hardware or software;

violation by the DTA Client of the requirements of these Regulations;

actions or inaction of third parties;

circumstances beyond the control of UEEX LLC.

6.5. DTA is not responsible for untimely, incomplete, unreliable or incorrect transmission to the NEURC of information on economic and trade transactions related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications, if such consequences arose as a result of:

submission by the DTA Client of inaccurate, incomplete or incorrect information to the DTA System;

untimely entry or upload by the DTA Client of information to the DTA System;

violation by the DTA Client of the requirements of these Regulations or the legislation of Ukraine regarding the terms and procedure for submitting information.

6.6. DTA transfers to the NEURC information on economic and trade transactions related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications entered or uploaded by the DTA Client to the DTA System in accordance with clause 4.3 of section IV of these Regulations.

The transmission of such information is carried out taking into account the deadlines established by the legislation of Ukraine and these Regulations, based on the results of each working day separately regarding transactions with natural gas and electricity.

7. RESPONSIBILITY OF DTA FOR PROVIDING DATA ON ECONOMIC AND COMMERCIAL TRANSACTIONS FOR TRANSFER TO ANOTHER DTA

7.1. In the event that DTA provides a service for the transfer of trade data from the DTA System to another data transfer administrator, DTA is not responsible for the fulfillment by the WEM Participant of its obligations to submit to the NEURC information on economic and trade transactions

related to wholesale energy products, including on submitted, accepted, executed or unexecuted applications, in accordance with the requirements of the legislation of Ukraine.

7.2. DTA ensures the availability, integrity and confidentiality of information on economic and trade transactions related to wholesale energy products, including submitted, accepted, executed or unexecuted applications concluded and/or submitted by the DTA Client in the systems of UEEX LLC, for its further loading through the DTA System.

UEEX LLC ensures the provision of such information in accordance with the requirements of the legislation of Ukraine and these Regulations.

7.3. DTA is not responsible for information about economic and trade transactions, including executed/unexecuted offers (orders), from the moment it is uploaded from the DTA System by the DTA Client.

7.4. DTA is not responsible for the consequences of temporary lack of access to information on economic and trade transactions related to wholesale energy products, including regarding submitted, accepted, executed or unexecuted orders, if such lack of access arose as a result of:

technical failures, accidents or interruptions in the operation of information and communication systems;

actions or inaction of third parties;

malfunctions of the technical means or software of the DTA Client;

other circumstances beyond the control of UEEX LLC.

The limitation of liability provided for in this clause shall not apply in cases of intent or gross negligence on the part of UEEX LLC.

7.5. DTA is not responsible for the consequences of loss, compromise, blocking or unauthorized use by the DTA Client or its users of the ECRB code, other identification codes, access data to the DTA System or electronic identification means, if such consequences arose through no fault of UEEX LLC.

8. ACTIVITIES OF DTA

8.1. DTA provides DTA services using the APD System, which is accessed via the Internet at: https://rrm.ueex.com.ua/.

8.2. The client part of DTA system is available for use by the DTA, which allows the user to:

8.2.1. enter, save, edit, sign information about standard, non-standard contracts and applications;

8.2.2. view information on submitted contracts and applications;

8.2.3. make changes to contracts and applications, as well as cancel, revoke or revoke them;

8.2.4. view analytical information on entered contracts;

8.2.5. select DTA services and download invoices generated by the DTA System;

8.2.6. to report on behalf of the counterparty on economic and trade transactions on the wholesale energy market in accordance with the legislation of Ukraine.

The administrator of the DTA System is an authorized employee of UEEX LLC, who provides administration and control of the functioning of the DTA System, technical support for users, monitoring of the processes of collecting, aggregating and transmitting information to the NEURC, as well as performing other functions in accordance with these Regulations and internal documents of UEEX LLC.

The DTA System Administrator also ensures the implementation of information security measures, backup, disaster recovery, and continuity of operation of the DTA System.

8.3. The DTA system operates in Ukrainian and English.

8.4. The DTA has the right to establish technical requirements for software, hardware and Internet connection used by DTA Clients to work with the DTA System.

8.5. For proper operation with the DTA System, the DTA Client's hardware must meet the minimum technical requirements established by UEEX LLC . The recommended ones are:

operating systems Microsoft Windows 7/8/8.1/10/11, Linux or Mac OS;

Microsoft Edge, Google Chrome or Firefox browser;

antivirus software.

Requirements for the Internet channel: the recommended speed of the Internet channel should be from 5 Mbit or higher.

8.6. The user manual for working in the data transfer administrator system is publicly available on the website of UEEX LLC https://www.ueex.com.ua/.

8.7. Submission of information on economic and trade transactions related to wholesale energy products carried out by Clients of DTA on the wholesale energy market, including fulfilled and unfulfilled offers (applications) with the place of delivery (fulfillment) in Ukraine or from Ukraine to the territory of other states, is carried out separately for the electric energy market and the natural gas market.

8.8. Information on economic and trade transactions is submitted by the DTA to the NEURC exclusively in electronic form in the "xml" format with a qualified electronic signature of the authorized person of UEEX LLC and/or a qualified electronic seal of the DTA in accordance with the

requirements of the legislation of Ukraine in the field of electronic document management and electronic trust services.

8.9. The DTA System operates using organizational and technical mechanisms aimed at ensuring the continuity of DTA services, data backup and restoration of the DTA System in the event of technical failures or emergencies.

8.10. UEEX LLC implements and maintains organizational and technical procedures aimed at ensuring the integrity, completeness and correctness of information transmitted to the NEURC based on data received from DTA Clients.

UEEX LLC takes reasonable measures to minimize the risks of errors, distortions or loss of information during its processing by the DTA System.

UEEX LLC is not responsible for the accuracy of the information entered by the DTA Client into the DTA System.

8.11. UEEX LLC ensures compliance with the requirements for the protection of information processed in the process of providing DTA services, in particular, prevention of unauthorized disclosure of confidential and other information with limited access, ensuring the security and integrity of data of Clients of DTA.

8.12. In case of interruptions in the provision of DTA services, as well as in cases of communication failures, the consequence of which may be interruptions in the provision of DTA services, UEEX LLC ensures that the Clients of DTA are informed as soon as possible about the fact of the specified event by publishing the relevant information on the official website - the website of UEEX LLC and/or sending electronic messages to the e-mail addresses of users of the DTA System.

8.13. UEEX LLC takes organizational and technical measures aimed at ensuring the continuity of the provision of DTA services and the proper functioning of the DTA System.

8.14. The DTA shall notify the NEURC of any interruptions in the service or transmission of information on economic and trade transactions, the fact of receiving information about violations of any security measures affecting the availability, integrity or confidentiality of information related to the provision of information to the NEURC, on the day of such a break.

No later than 15 business days after the date of resumption of transmission of information on economic and trade transactions, the DTA must submit to the Regulator a report on the reasons for the interruption and the actions taken to prevent the recurrence of such breaks.

DTA shall ensure the transmission of all data that was not transmitted to the NEURC during such a break no later than the next business day after the day of resumption of data transmission. DTA shall notify the DTA Client of the transmission of the data that was not submitted in the DTA System and/or by sending an electronic message to the electronic addresses of DTA System users.

In case of violations of physical and/or electronic security measures, DTA shall notify in writing no

later than the next business day:

- NEURC and provides a report on the incident indicating the nature of the incident, measures taken to eliminate the incident, and initiatives taken to prevent similar incidents;

- DTA Customers affected by the security breach (for DTA Customers affected).

The incident report submitted to the NEURC must include a description of the nature of the incident, measures taken to address the incident, and initiatives taken to prevent similar incidents.

8.15 The list of information provided by DTA Clients to the NEURC, the requirements for its format, structure and composition of the relevant electronic documents are determined by the NEURC.

DTA provides information exchange with the NEURC as follows:

8.16. DTA provides collection, aggregation, provision and exchange of information in electronic form between the DTA Client in the DTA System, on the one hand, and the NEURC of Ukraine on the other.

8.17. In the process of providing and exchanging information required by law between the DTA Client in the DTA System and the NEURC, the DTA performs the following functions:

8.17.1. receiving information provided for provision to the NEURC in the DTA System from DTA Clients;

8.17.2. verification of information provided for provision to the NEURC, received from DTA Clients;

8.17.3. transmission of information received from DTA Clients to the NEURC;

8.17.4. transmission to DTA Clients of information on the results of processing by NEURC of DTA files with information (if available);

8.17.5. storage of information received from DTA Clients on the completed economic and trade transactions related to wholesale energy products and information on the results of processing of DTA files with information transferred to NEURC (if available);

8.17.6. ensuring the confidentiality of information transmitted or stored (for information with restricted access).

8.18. The DTA performs its functions of collecting, aggregating and submitting to the NEURC information on economic and trade transactions carried out by the DTA Client, in accordance with wholesale energy products, by:

8.18.1. receiving (collecting) information about economic and trade transactions, including executed/unexecuted/accepted offers (applications), as well as about any changes or termination/cancellation of a concluded contract, a placed offer (application), with the preservation of such information by:

8.18.1.1 filling, saving, signing by the DTA Client of the relevant forms of standard, non-standard contracts, applications.

When a user, identified by electronic signature when logging into the DTA System, signs filled or previously saved forms, the electronic signature of such user is automatically applied to the information that was entered and saved in the DTA System. Only the information that was signed by the user is provided to the NEURC;

8.18.1.2. uploading files with relevant information to the DTA System.

Standard contracts (agreements)/applications concluded/submitted in the electronic trading systems of UEEX LLC are uploaded to the DTA System automatically when the DTA Client selects the relevant service and do not require signing by the DTA Client user for their transfer to the NEURC.

In other cases, the reliability of the information source, namely that the file is uploaded by the relevant user of the DTA System, and confirmation of the reliability of the uploaded information is ensured by automatically applying the electronic signature of such user to the uploaded information and storing such information in the DTA System. Only information that has been signed by the user is provided to the NEURC.

At this stage, the APD establishes the APD Client user who fills out forms or uploads files, and stores this information in the APD System.

The user is identified based on information about his/her login to the DTA Systems, and all actions in the System performed by this user are also stored.

Users of the DTA System are given the opportunity to view the data of a standard/non-standard contract/application, which contains fields with previously filled in data and buttons for actions with the contract, namely: making changes to the contract, canceling (cancelling, annulling) the contract, correcting an error, downloading the contract in xlsx, xml formats, using the contract as a template;

8.18.2. automatic verification of the received information with the provision of data to the user of the DTA System on the result of such verification (by highlighting fields in which an error was detected, in which data is incomplete or missing and providing tips on how to correctly fill in such fields). The DTA Client User must eliminate errors to save information in the DTA System.

In the event that the DTA System detects an error or omission in the information before submitting such information to the NEURC, made by the DTA Client, the DTA does not provide such information (reporting data) to the NEURC, but as soon as possible, but no later than 1 business day from the date of detection of the error/omission, notifies the DTA System users by sending an electronic message to their e-mail about the details of the error or omission so that the DTA Client can submit a corrected and complete set of information/data.

8.18.3. aggregation of all DTA and verified information received from Clients for the relevant reporting day;

8.18.4. forming a file for submission to the NEURC in accordance with the requirements established by the Regulator, with the imposition of a qualified electronic signature of the head of the DTA (or other authorized person) and/or a qualified electronic seal of the DTA in compliance with the requirements of the laws of Ukraine "On Electronic Documents and Electronic Document Management" and "On Electronic Trust Services", which minimizes the risks of damage, correction, or change of information during its transmission.

All files provided to the NEURC are generated as valid data that meet the technical requirements for their generation:

- all data files meet the file naming requirements established by the NEURC;
- all data is formatted in accordance with the XSD schema for the relevant data type established by the NEURC;
- all data is signed in accordance with the established requirements and encrypted in accordance with secure data exchange protocols.

Data that meets the technical requirements is checked for correctness of content filling, data integrity.

Data that fails the validation process or whose integrity cannot be verified is marked as invalid or rejected.

Based on the results of the data validation, an error message is generated with a description of the cause;

8.18.5. processing the results of processing the file provided by the NEURC, which involves waiting for the results of such processing from the NEURC, with saving such results, taking them into account and further transferring them to the relevant DTA Client. The DTA System displays the results of processing the information transferred to the NEURC, and also provides the opportunity to view the message about the results of processing. DTA is carried out in case of receiving from the NEURC the results of processing the provided information (file).

8.19. In the event that the DTA becomes aware of errors and omissions made by it when forming a file for submission to the NEURC, the DTA shall provide a correct and complete report to the NEURC as soon as possible, but no later than the next business day from the date of discovery.

The DTA shall, as soon as possible, by sending an electronic message to the e-mail addresses of the DTA Client users, notify such Client of the details of the error or omission and provide him with updated reporting data in the DTA System.

8.20. DTA, upon request of the NEURC, performs periodic reconciliations between the information that DTA receives from the DTA Client or generates on behalf of the DTA Client for the purposes of reporting on transactions and the information provided to the NEURC.

9. INFORMATION SECURITY OF THE PROVISION OF DTA SERVICES

9.1. The information security policy of UEEX LLC defines the basic principles for ensuring an appropriate level of information security and the procedure for operating the information security management system in accordance with the legislation.

The Information Security Policy (hereinafter referred to as the IS Policy) of UEEX LLC is the basis for general information security processes at UEEX LLC and establishes the basic approach to ensuring the security of UEEX LLC assets: information resources and systems, infrastructure of UEEX LLC, employees, processes, products and services, including DTA services provided to UEEX LLC clients, in order to ensure their Confidentiality, Integrity and Availability. UEEX LLC ensures an appropriate level of information security, namely such a state of the physical, environmental and user environment of UEEX LLC information and digital assets, which guarantees the confidentiality, availability, integrity of UEEX LLC information and the observability and controllability of the systems/subsystems in which this information circulates.

9.2. The requirements and restrictions of the IS Policy apply to network infrastructure, databases, media, encryption tools, wireless communication tools, telecommunication systems, and any other means used to transmit, process, and store information in all hardware, software, and other information and digital systems of UEEX LLC.

UEEX LLC:

constant monitoring of the effectiveness of implemented information security measures and security mechanisms in information systems is ensured;

a list of critical business processes, information resources that ensure their functioning, and measures necessary for their proper protection is determined;

security requirements and parameters for information systems, business applications implemented in UEEX LLC are determined;

an appropriate level of protection is provided for each of the properties of information (Integrity, Confidentiality, Availability), depending on the classification of the information.

First of all, this applies to "professional secrets", personal data of clients, "commercial secrets" and other confidential information classified in accordance with the established requirements

9.3. The Information Security Department of the Department of Information Technology Security, Software and Hardware Support and Communications of UEEX LLC defines and implements information security requirements, ensures the functioning and use of information security tools, organizes appropriate information security training for UEEX LLC employees, monitors the implementation, improvement and maintenance of this Policy in an up-to-date state, as well as analyzes and reports on the state of information security.

Employees of UEEX LLC, whose job responsibilities include ensuring the provision of DTA services, are personally responsible for fulfilling the requirements of the legislation of Ukraine and internal documents on information security, in particular, maintaining professional secrecy, personal data of clients and other confidential information of UEEX LLC, maintaining an appropriate level of information security when performing their job duties.

9.4. UEEX LLC has appointed an information protection officer who ensures the protection of UEEX LLC information systems from unauthorized access and actions aimed at denial of service, violation of the integrity and irrefutability of information in accordance with the requirements of the Information Security Policy.

Employees of UEEX LLC, whose job duties include ensuring the provision of DTA services, are obliged to notify the person responsible for information security about detected information security incidents. They are responsible for the day-to-day practical safety of the resource they use. Employees of UEEX LLC, whose duties include ensuring the provision of DTA services, must report all security incidents or violations of the information security policy immediately to their immediate supervisor and the person responsible for information security.

Internal violations of information security are promptly investigated. In case of suspicion of a violation of the law, the person responsible for information security must contact the law enforcement agencies.

9.5. The list of confidential information, professional and commercial secrets is determined by the internal documents of UEEX LLC. Information that is entered or uploaded to the DTA system is classified as confidential information. Confidential information can be transmitted using electronic means of communication, on digital media and/or in paper form. Confidential information is transmitted from one person to another in the course of official business. The person who received confidential information must ensure its storage in accordance with the conditions established by the person who provided such information.

Employees of UEEX LLC, whose job responsibilities include ensuring the provision of DTA services, sign an obligation not to disclose commercial secrets, professional secrets and confidential information of the Ukrainian Energy Exchange Limited Liability Company.

Any deliberate disclosure of confidential data, sensitive information to which an employee whose job responsibilities include ensuring the provision of DTA services has access, is a violation that will result in punishment, and may also result in legal action against the violator.

9.6. UEEX LLC has established a process for classifying personal data. Personal data is collected only on the basis of personal consent/notification in cases established by law, or if it is determined by applicable law, and only for the purpose and to the extent specified in the consent/notification or determined by law. Personal data is processed and stored for no longer than is necessary to achieve the purposes for which they were collected. Personal data may be transferred to third parties only with permission or in accordance with the requirements of the law. The collected personal data is

protected from unauthorized access in accordance with the requirements of applicable law and best industry practices.

9.7. Access to information resources of UEEX LLC is subject to authorization and authentication by the access control system.

Systems that allow the passage of an external call to the terminal device, including the server, must guarantee additional security at the operating system and application levels. Such systems must also be able to control the level of activity to ensure that the use of terminal devices is carried out properly and with the implementation of security measures.

Connection to external networks is via an Internet provider. UEEX LLC is provided with at least two communication channels of Internet providers. When choosing an Internet provider, the provider's ability to ensure uninterrupted service provision is taken into account, taking into account the following aspects: network stability, availability of backup control, availability of backup power, monitoring and recovery, providing technical support, protection against cyber threats, providing guarantees of the quality of its services.

9.8. UEEX LLC has implemented network control mechanisms, which include, among other things:

9.8.1. monitoring network traffic, devices, and services to detect anomalies and problems;

9.8.2. access control;

9.8.3. protection of data transmitted over the network by encryption to protect against interception and illegal access;

9.8.4. filtering traffic passing through the network to prevent unauthorized access and protect against external threats;

9.8.5. detecting and blocking unusual or suspicious network activity that may indicate intrusions or attacks;

9.8.6. use of anti-virus and anti-spyware software to protect the network from viruses and other malicious programs;

9.8.7. record events, user activity, and system operations for analysis, auditing, and problem detection;

9.8.8. the use of backup routes and equipment to ensure the continuity of the network in the event of problems or accidents.

9.9. To ensure the proper functioning of the DTA system and the protection of the information processed in it, UEEX LLC creates backup copies of the DTA System every working day in compliance with the requirements for their protection, integrity and confidentiality established for such resources and systems. Each backup created is kept for 5 days and then replaced by a new backup.

In the event of emergency events in order to ensure data transmission, UEEX LLC restores the operation of the DTA system from the last backup as soon as possible and continues to ensure the operation of the DTA system, including through alternative networks and communication channels.

9.10. Users of the DTA system of the Client of DTA - a resident use a qualified electronic signature (QES) to log into the DTA system and confirm the implementation of certain actions in the system, thereby ensuring their identification and confirming the integrity of the data in the system. The QES is imposed using a private key and verified using a public key. Users of the DTA system use the DTA client - a non-resident to enter the system and confirm the implementation of certain actions of the AHS.

9.11. To transfer confidential information through the web interface, UEEX LLC uses SSL/TLS (Secure Sockets Layer and Transport Layer Security) protocols — cryptographic protocols that ensure the establishment of a secure connection between the client and the web server.

These protocols ensure the confidentiality of data exchange between the client and the server.

The use of web interface protection using SSL/TLS protocols occurs automatically when working with online resources that support this technology and provide the web browser of the visitor to the corresponding Internet resource with its SSL/TLS certificate, signed with the digital signature of a recognized trusted certification center. The web addresses of such resources begin with "https://", including the address of the DTA system on the Internet, namely: https://rrm.ueex.com.ua/.

9.12. To ensure physical security, requirements are established for fire safety, security, power supply systems, ensuring the safe use of digital assets and control of the server room, uninterrupted operation of servers, switching equipment and other systems.

9.13. The premises of UEEX LLC are connected to several independent sources of energy supply.

If it is not technically possible to connect the premises to several independent sources, it must be equipped with an emergency power system, namely, generators, uninterruptible power sources with batteries or solar power plants.

9.14. The premises used by UEEX LLC are completely separated from the premises of other legal entities, limited by building elements, with the possibility of entry and exit. The video surveillance system allows to ensure the required level of protection and safety of employees and assets of UEEX LLC.

9.15. UEEX LLC has implemented hardware, software and procedural mechanisms that record and monitor the state of information systems containing confidential and personal information. Monitoring the state of information security is the appropriate technological and procedural actions aimed at tracking and recording computer and network activity in order to determine whether a violation of information security has occurred. Monitoring involves tracking and recording registered computer events that relate to the state of operating systems, software, or user activity.

9.16 UEEX LLC implements and supports appropriate organizational and technological measures to confirm that the data of users of the DTA system, other confidential information have not been changed or destroyed in an unauthorized manner. The purpose of such actions is to ensure the integrity of the data of Clients of DTA.

9.17. UEEX LLC uses appropriate network and host intrusion detection systems.

The person responsible for information security organizes the installation, controls the maintenance and updates of such systems.

9.18. Preservation of the integrity of customer data in information systems is ensured by the specialists of UEEX LLC.

9.19. Information security planning, during the implementation of UEEX LLC own activities, including during the provision of DTA services, is carried out continuously by authorized employees of the Information Security Department, through daily monitoring of the current state of information security and the need to take measures to minimize possible risks to information security UEEX LLC.

Planning includes, at a minimum, consideration of the following major threats to information security: data leakage, information distortion, information loss, information system outages, equipment theft.

The employees of the Information Security Department ensure information security on a daily basis during the implementation of UEEX LLC own activities, including during the provision of DTA services.

Continuity of information security management includes maintaining a given level of information security during any emergency situations (natural and man-made, etc.).

9.20. To ensure information security, UEEX LLC carries out an accurate and thorough assessment of potential risks and vulnerabilities regarding the confidentiality, integrity, and availability of data stored, processed, and transmitted by information systems and networks of UEEX LLC, including the DTA system.

9.21. Risk analysis takes place as follows:

9.21.1. an inventory and analysis of existing information systems is carried out;

9.21.2. an assessment of threats to confidentiality, integrity and availability of data created, received, stored, transmitted or processed by UEEX LLC is carried out, during which attention is drawn to:

9.21.2.1. environmental threats to data damage, such as earthquakes, floods, storms, etc.;

9.21.2.2. threats of emergency situations - damage by fire, power grid failure, termination of utility services, etc.;

9.21.2.3. human threats, namely:

- unintended actions, such as data entry errors, use of faulty software, failure to update software, lack of adequate financial and human resources to maintain necessary security controls;

- improper activity, for example, improper behavior, abuse of privileges or rights, waste, pursuit of personal gain;

- malicious actions, such as fraud, theft, vandalism, sabotage;

- external attacks, for example, hacker attacks, scanning, geopolitical risks.

9.21.3. Vulnerabilities of information systems and the probability of a security incident are revealed;

9.21.4. the level of criticality for the vulnerability of the information system is determined;

9.21.5. a risk score is determined for each vulnerability by compiling probability and criticality scores;

9.21.6. appropriate security measures are determined to eliminate or minimize risks (organizational and technical measures);

9.21.7. specific critical security measures are implemented (for example, the purchase of an appropriate information security system);

9.21.8. an assessment of the effectiveness of the measure in relation to the elimination or minimization of risk or bringing them to an acceptable level of risks is carried out and, if necessary, a re-assessment is ensured.

9.22. UEEX LLC has implemented measures and procedures for responding to emergency events that may cause damage to IT systems and networks, as well as information. To ensure the uninterrupted provision of DTA services, including in case of emergency events, UEEX LLC has developed regulations on the procedure for backing up and restoring data of the Ukrainian Energy Exchange Limited Liability Company and the emergency recovery planning procedure.

9.23. In order to increase awareness of information security issues, all employees of UEEX LLC, including employees whose duties include ensuring the provision of DTA services, regularly undergo appropriate training. Information security training for all employees is conducted on an ongoing basis, but at least once every three months, or unscheduled if necessary.

9.24. UEEX LLC takes measures to prevent/resolve/manage conflicts of interest in accordance with a separate internal document - Regulations on the Prevention of Actions Containing Signs of Corruption and on the Prevention/Resolution of Conflicts of Interest During the Activities of the Limited Liability Company Ukrainian Energy Exchange.

In accordance with this Regulations, the main tasks of conflict of interest management at UEEX LLC are:

ensuring control over the detection, settlement and prevention of conflicts of interest, determining the basic principles of conflict of interest management,

providing employees of UEEX LLC with general information on measures to identify, prevent, and resolving conflicts of interest,

determining the duties of UEEX LLC employees to prevent and conflict of interest management.

A conflict of interests is considered to be the existing and potential contradictions between personal interests and rights and obligations (including official, professional) of an employee of UEEX LLC, which may affect the employee's conscientious performance of his powers, objectivity and impartiality of decision-making during proceedings UEEX LLC of its activities.

This Regulations establish: basic principles of conflict of interest management, basic measures to prevent a conflict of interest, the procedure for reporting a real or potential conflict of interest, measures to respond to an identified conflict of interest, measures to control and monitor the fulfillment of the requirements of the Regulations are determined. Employees of UEEX LLC, whose duties include ensuring the provision of DTA services, are required to report real or potential conflicts of interest. In the event of a conflict of interest, the employees of UEEX LLC take the measures provided for in the above Regulations on their own or their immediate supervisor takes appropriate measures.

10. FINAL PROVISIONS

10.1. In matters not regulated by these Regulations, DTA Clients are obliged to be guided by the requirements of the legislation of Ukraine on the prevention of abuse in wholesale energy markets, regulatory legal acts of the NEURC, as well as official clarifications of the NEURC adopted within the scope of its powers.

10.2. UEEX LLC provides DTA Clients with access to the DTA System 24 hours a day, 7 days a week, except for periods of scheduled or unscheduled technical, preventive or emergency repair work, as well as in cases of circumstances beyond the control of UEEX LLC.

The entry into the DTA System of information on economic and trade transactions related to wholesale energy products, including submitted, accepted, executed or unexecuted applications, is carried out in accordance with the requirements of Section IV of these Regulations.

10.3. UEEX LLC has the right to change the functionality of the DTA System, update it, modify it, develop and implement new modules, services, versions and technical solutions.

10.4. UEEX LLC takes measures to adapt and finalize the DTA System in connection with changes in the legislation of Ukraine and regulatory legal acts of the NEURC within the deadlines specified by the relevant regulatory requirements or objectively necessary for the implementation of such changes.

10.5. DTA clients are required to use the current version of the DTA System and comply with the technical requirements established by UEEX LLC.

10.6. UEEX LLC provides DTA Clients with technical support during business hours in accordance with UEEX LLC's internal procedures.

10.7. Employees of UEEX LLC, authorized in accordance with the internal documents of UEEX LLC, monitor compliance with the requirements of the legislation of Ukraine and regulatory legal acts of the NEURC established for data transfer administrators.

If risks of non-compliance with such requirements are identified, the relevant employees inform the management of UEEX LLC and, within their powers, take measures aimed at minimizing or eliminating such risks.

Chairman of the Exchange Committee Oleksii DUBOVSKYI

APPENDIX NO. 1
to the Regulations for the provision of
data transmission administrator services –
Ukrainian Energy Exchange Limited Liability
Company

PUBLIC OFFER AGREEMENT
FOR THE PROVISION OF DATA TRANSMISSION ADMINISTRATOR SERVICES - LIMITED LIABILITY COMPANY 'UKRAINIAN ENERGY EXCHANGE'

Ukrainian Energy Exchange Limited Liability Company, as the data transmission administrator within the meaning of the Procedure for Acquiring, Suspending and Terminating the Status of Data Transmission Administrator approved by NEURC Resolution No. 2613 dated 27.12.2023 (hereinafter referred to as the 'DTA, the Contractor'), offers the wholesale energy market participants (hereinafter referred to as the 'WEM Participant, the Customer') to receive the services provided for hereunder.

This Agreement is public in accordance with Articles 633, 634, 641 of the Civil Code of Ukraine, its terms are the same for all WEM participants and the unconditional acceptance of its terms is considered to be acceptance of this offer by the WEM participant, for which purpose the DTA publishes this Agreement to that effect:

1. GENERAL PROVISIONS

1.1. BASIC CONCEPTS AND DEFINITIONS OF TERMS

Public Agreement means this transaction for the provision and receipt of data transmission services, which establishes the same conditions for all Customers for the provision of these services on the terms of the public offer from the moment of its acceptance by the Customer (hereinafter referred to as the 'Agreement').

Public offer means an offer of the Contractor addressed to any WEM Participant in accordance with Article 641 of the Civil Code of Ukraine to conclude an agreement with him/her contained in the public offer.

Acceptance means the Customer's full and unconditional response to the Contractor's proposal to conclude the Agreement on the terms and conditions specified in the public offer by executing (signing) an application for accession to the Agreement, which indicates acceptance of the public offer.

Tariffs - Tariffs for data transfer administrator services - Ukrainian Energy Exchange Limited Liability Company, which establish the amount of fees for the provision of relevant services within certain deadlines and the list of services.

Service means the activities of the Contractor carried out by the individual order of the Customer in order for the Customer to comply with the requirements of the Law of Ukraine 'On the Electricity Market' and/or the Law of Ukraine 'On the Natural Gas Market', Resolution of the National Energy and Utilities Regulatory Commission of 27.03.2024 No. 618 'On Approval of the Procedure for Submitting Information on Economic and Trade Operations Related to Wholesale Energy Products' (hereinafter referred to as the Procedure). The service is provided in accordance with the established Tariffs.

DTA Regulations - Regulations for the provision of data transmission administrator services - Ukrainian Energy Exchange Limited Liability Company, which determines the procedure for the provision of data transfer administrator services by the Contractor.

1.2. ACCEPTANCE OF THE AGREEMENT

1.2.1. Confirmation of the full and unconditional acceptance of the public offer is the execution (signing) by the Customer of an application for accession to this Agreement.

1.2.2. The Agreement is considered concluded without its further signing from the moment DTA receives the application for accession from the Customer, which indicates the agreement to comply with the terms of the Agreement, without signing a written copy by the Parties.

1.2.3. The Customer agrees to comply with the terms of the Agreement and agrees to receive the Services on the terms and conditions established by the Contractor from the moment the Customer executes (signs) the application for accession.

1.2.4. By concluding the Agreement, the Customer automatically agrees to the full and unconditional acceptance of the norms of the DTA Regulations, the terms of this Agreement and the Tariffs.

1.2.5 By concluding the Agreement, the Customer automatically consents to the processing of his personal data in accordance with the Law of Ukraine "On Personal Data Protection".

1.3. TERMS OF PROVISION AND RECEIPT OF SERVICES

1.3.1. The Contractor has the technical and other capabilities to provide the Customer with the ordered Service.

1.3.2. Filling out the questionnaire by the Customer in electronic form, posted on the official DTA website.

1.3.3. Familiarization of the Customer with the terms of this Agreement.

1.3.4. Preparation (signing) by the Customer of an application for accession to the Agreement.

1.3.5. Execution (signing) by the Customer of other documents necessary to receive the Service.

1.3.6. The Customer receives a notification from DTA about acquiring DTA Client status in accordance with the DTA Regulations.

1.3.7. Customer's login to the DTA System, selection and payment of the service he will receive.

1.3.8. Payment by the Customer to the Contractor's current account of the fee for the provision of the Service in the amount established by the Tariffs, and payment by the Customer of other mandatory payments (if they are established).

2. SUBJECT OF THE CONTRACT

2.1. The Contractor undertakes to provide the Services selected by the Customer in the DTA System in the manner and within the time limits established by the DTA Procedure and Regulations, and the Customer undertakes to pay for the selected Service in the amount specified in the Tariffs.

3. RIGHTS AND OBLIGATIONS OF THE DTA

3.1 DTA is obliged to:

3.1.1. Provide the services in accordance with the subject matter of the Agreement and for the period selected in accordance with the Tariffs.

3.1.2. Provide the Customer with Services in the manner and within the time limits stipulated by the Procedure and Regulations of the DTA after payment of the invoice by the Customer.

3.1.3. Within 5 (five) business days of the month following the reporting month, prepare two copies and send to the Customer's address a signed and stamped acceptance and transfer act for the services provided. The acceptance and transfer act for the services provided must be dated on the last calendar day of the reporting month.

3.1.4. Be responsible for the storage of information transferred to him by the Customer for the provision of Services.

3.1.5. To prevent the disclosure of confidential information and personal data of the Customer that have become known to DTA when performing obligations under this Agreement, except as provided by law.

3.1.6. To inform the Customer, at his request, of all information about the progress of the implementation of this Agreement.

3.2. DTA has the right to:

3.2.1. Process the Customer's information received during the conclusion and execution of this Agreement, as well as enter it into its own database.

3.2.2 At any time, request additional information from the Customer about economic and trade transactions on the wholesale energy market, including executed/unexecuted orders entered into the DTA System.

3.2.3. amend this Agreement and/or the Tariffs by publishing their new version and/or amendments thereto on its official website: https://www.ueex.com.ua/ and posting on this Website the relevant notice of the introduction of these changes.

3.2.4. Terminate the Agreement unilaterally without holding DTA liable for non-performance/improper performance of the Agreement in the event of the Customer's failure to fulfill its obligations under this Agreement;

3.2.5. To make improvements to the DTA System, release new versions or modules of the DTA System;

3.2.6. Suspend the provision of services in accordance with the procedure provided for by the DTA Rules.

3.2.7. To terminate the provision of Services and terminate this Agreement in accordance with the procedure provided for by the DTA Regulations.

4. RIGHTS AND OBLIGATIONS OF WEM PARTICIPANT

4.1 The Customer is obliged:

4.1.1. Acquire the status of the DTA Client in accordance with the procedure stipulated by the DTA Rules.

4.1.2. Provide DTA in a timely manner, including entering/uploading into the DTA System, reliable, complete information necessary to provide the Services ordered by the Customer.

4.1.3. Pay for the DTA Services on a 100% prepayment basis in the amounts specified in the Tariffs.

4.1.4. Accept the Services provided in accordance with this Agreement and sign the act of acceptance and transfer of the services provided in two copies.

4.2. Customer has the right to:

4.2.1. Receive the DTA Services in the manner and within the terms stipulated by the DTA Rules, this Agreement, the application for accession and the Tariffs.

4.2.2. Change/add Service/Services according to the list of Services and Tariffs;

4.2.3. Refuse the Contractor's Services and terminate this Agreement in accordance with the procedure provided for by the DTA Regulations.

5. PRICE OF THE AGREEMENT AND PAYMENT PROCEDURE

5.1. The Services ordered by the Customer are provided upon prepayment based on an invoice. The invoice for payment for services is generated by the Customer independently in the DTA System after selecting the service and is available for downloading and/or viewing directly in the DTA System.

5.2. The Customer pays 100% of the cost of the Services by transferring funds to the Contractor's account in accordance with the account generated in the DTA System and with the mandatory indication in the payment instructions of the details of the generated account by which the services are paid for, in particular the account number, name of the service and the period of provision of the selected service.

5.3. The moment of payment is considered to be the time of receipt of funds to the DTA account.

5.4. The total cost of this Agreement shall consist of the total cost of the services rendered by the DTA during the term of this Agreement, in accordance with the acceptance certificates agreed by the Parties.

5.5. In the event of the Customer's refusal to receive the Services before the end of the term for their provision, the funds paid by the Customer for their provision are not refundable.

6. PROCEDURE FOR FORMULATION, SEND AND ACCEPTANCE OF PRIMARY DOCUMENTS

6.1. The Contractor shall prepare primary documents confirming the actual provision of such services, in particular the Act of Services Provided.

The Act of Services Provided, signed by the Contractor, is an appropriate primary document confirming the fact of the Contractor's fulfillment of obligations to the Customer in accordance with the terms of the DTA Regulations and this Agreement.

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, is not a violation of the requirements for the registration of the primary document.

The Customer confirms that the procedure for the Contractor to prepare primary documents without the Customer's details, provided for in Section 6 of this Agreement, is a procedure for documenting business transactions agreed in writing between the Contractor and the Customer within the meaning of paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine".

The provisions of this clause do not apply to the requirements for documenting business transactions paid for with public funds. For such transactions, the Act of Services Provided shall be drawn up in accordance with the procedure provided for in clause 6.6 of this Agreement.

6.2. The Contractor shall, within 5 (five) business days after the end of the reporting month, prepare, sign and send to the Customer the Act of Services Provided. The date of the Act of Services Provided is the last calendar day of the relevant reporting month.

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

– through an agreed electronic document management system;

– to the Customer’s email address specified by him during accreditation;

– by postal mail or courier delivery to the Customer’s address specified in his registration data.

6.4. Guided by the provisions of the Law of Ukraine "On Electronic Documents and Electronic Document Management", the Law of Ukraine "On Electronic Identification and Electronic Trust Services", the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", the signing of primary documents by an authorized person of the Contractor may be carried out either manually in paper form or using the electronic signature of authorized persons (qualified electronic signature or advanced electronic signature based on a qualified public key certificate).

At the same time, electronic documents sent by the Contractor to the Customer in electronic form and certified by the electronic signature of an authorized person of the Contractor have full legal force, generate rights and obligations for the parties, can be presented to the court as evidence and are recognized as equivalent to documents drawn up on paper.

The primary document sent through the electronic document management system is considered to be 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 be received on the next business day.

The date of execution of a primary document drawn up in electronic form is considered to be the date indicated in the text of such document as the date of its preparation. This condition applies, including if the actual date of affixing the electronic signature by the authorized person of the Contractor is later than the date of execution of the electronic document indicated in the text of the latter.

6.5. In case of objections regarding the Services provided by the Contractor, the Customer is obliged to provide motivated written objections within 3 (three) business days from the date of receipt of the Certificate of Services provided, indicating specific comments regarding the Services provided by the Contractor.

The Customer sends reasoned written objections through the agreed electronic document management system or to the official email address of the Contractor.

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

Such a Certificate of Services Provided is a proper basis for reflecting the business transaction in accounting and making settlements between the Customer and the Contractor in accordance with the procedure specified in this Agreement and the DTA Regulations.

6.6. The provisions of clauses 6.1, 6.2, 6.5 of this Agreement regarding the drawing up of Acts of services provided without the details of the Customer do not apply to economic transactions, for which payment is made at the expense of public funds, in particular, operations of the Customer that are economic subjects of state and communal property.

The Customer, which is the entity specified in this clause, is obliged to notify the Contractor of this status during accreditation and upon any change in such status.

In relations with the above-mentioned Customers, the Act of Services Provided shall be drawn up as follows:

Within 5 (five) business days from the last day of the reporting period, the Contractor shall draw up a Certificate of Services Provided, dated the last day of the reporting period, and send it to the Customer in two copies, signed by its side.

The Customer undertakes to sign the Acts and return one copy to the Contractor within 3 (three) business days from the date of receipt of the Acts of the services provided by the Contractor.

In the event that the Customer does not sign the Act of services provided within the specified period and there are no justified written objections indicating specific comments regarding the services provided by the Contractor and refusal to sign the Act (sent through the agreed electronic document management system or to the official email address of the Contractor), such Act will be considered agreed by the Customer, and the services will be considered provided and accepted in full.

7. RESPONSIBILITY OF THE PARTIES

7.1. The Parties shall be liable for non-fulfilment or improper fulfilment of their obligations under the Agreement in accordance with the current legislation of Ukraine. In no event shall a Party be liable for indirect losses (including without limitation, lost profits) incurred by the other Party.

7.2. DTA is not liable to the Customer for any delays in the provision of the Service if such delays are beyond DTA's control.

7.3 DTA shall not be liable for the accuracy of the information provided by WEM Participant when ordering and performing the services.

7.4. DTA is not liable to the Customer for failure to fulfill or improper fulfillment of obligations under this Agreement if it arose as a result of force majeure circumstances.

7.5. Each of the Parties hereto hereby confirms and warrants that it has taken all necessary corporate actions and obtained all permits and approvals required in accordance with the applicable laws and constituent documents of the Party to enter into, sign and perform this Agreement and this Agreement shall be binding on such Party. The person signing the Agreement on behalf of the Party shall act within the limits of the powers granted to him/her and shall not be removed from the performance of his/her duties.

7.6. Each of the Parties hereto shall be fully responsible for the correctness and accuracy of the details specified by it in this Agreement (location address, bank details, telephone and fax numbers, name and legal form of the legal entity, taxpayer status, etc.) and shall notify the other Party thereof by electronic communication within three days from the date of making changes, and in case of failure to do so shall bear the risk of adverse consequences thereof.

7.7. The Parties undertake to notify each other in the event of a decision to liquidate, reorganise or bankrupt one of the Parties within five days from the date of the relevant changes by registered mail with acknowledgement of receipt.

7.8. The Contractor undertakes, in accordance with the procedure and within the time limits provided for by the DTA Regulations, to notify the DTA of the suspension or termination of the provision of services.

8. FORCE MAJOR

8.1. Force Majeure shall mean any event or circumstance of an extraordinary and unavoidable nature that occurs after the conclusion of the Agreement, is beyond the reasonable control of the Party invoking Force Majeure and makes it impossible for the claiming Party to fulfil its obligations under this Agreement, obligations under this Agreement, and as a result of which such Party fails to fulfil any or all of its obligations under this Agreement, provided that such failure could not have been prevented or overcome by reasonable efforts on its part.

8.2. A party shall not be deemed to be in breach of any of its obligations under this Agreement and shall not be liable for any delay in performance or failure to perform any of its obligations under this Agreement if such performance is prevented, hindered or delayed by a Force Majeure Event.

8.3. Party in respect of which circumstances occur that prevent it from fulfilling its obligations under this Agreement shall immediately (but in any case not later than three (3) days after it has learned of the occurrence or termination of such circumstances) notify the other Party of the beginning or termination of such circumstances by any reasonable means, followed by a written notice. The notification of the Party affected by the Force Majeure shall contain a reference to the specific Force Majeure circumstance that has occurred, its duration and the obligations of the Party under this Agreement that have been affected.

The Party affected by the Force Majeure shall provide relevant documentary evidence, including, but not limited to, a document (certificate, reference) of the Ukrainian Chamber of Commerce and Industry (or the CCI in the relevant region) confirming such Force Majeure and its impact on the Party, or any other sufficient and appropriate evidence. Provision of the document of the Chamber of Commerce and Industry to the other Party shall be made within a reasonable time necessary for its receipt from the authorised body, but not later than 14 (fourteen) days from the date of occurrence of such circumstances.

8.4. If the Party claiming force majeure fails to notify the other Party of the occurrence of such circumstances or fails to provide sufficient evidence in accordance with the procedure provided for herein, such Party shall not be released from liability for improper performance of its obligations due to force majeure.

9. INFORMATION AND CONFIDENTIALITY

9.1. During the term of the Agreement, the Parties shall cooperate and provide each other with information that is objectively necessary for the performance of their obligations under this Agreement.

9.2. Any confidential information constituting a trade secret in written, oral or electronic form that a Party receives from the other Party under this Agreement shall be considered confidential for another three-year period after the expiration or termination of this Agreement. The information shall not be disclosed to a person who is not a party to this Agreement or is not recognised by law as a person entitled to access such information, either in whole or in part, by the Party receiving it hereunder (the Receiving Party) without the prior written consent of the Party disclosing it hereunder (the Disclosing Party).

9.3. Receiving Party shall not be obliged to obtain prior consent from the Disclosing Party to disclose information that:

(1) at the time of its disclosure under this Agreement or subsequently becomes publicly available, except in cases of breach of this Agreement;

(2) is already known to the Receiving Party at the time of its receipt or acquisition from the Disclosing Party, or is subsequently independently developed by the Receiving Party; or

(3) lawfully acquired in the future by the Recipient Party, without obligation of secrecy, from a person who lawfully possesses it but is not a party to this Agreement.

9.4. The Receiving Party shall not be obliged to obtain the prior consent of the Disclosing Party to disclose the Information:

(1) directors, officers and employees of the Recipient Party;

(2) owners (ultimate beneficiaries) of such Recipient Party;

(3) persons providing professional services to such Recipient Party (e.g. auditors, appraisers, experts, etc.);

(4) the disclosure of which is necessary or required pursuant to any legislative, administrative, judicial or other legal process binding on the Receiving Party; or

(5) the disclosure of which is required by the rules and regulations of any exchange on which the shares of the Recipient Party or the shares of any of its affiliates are listed, provided that prior to making such disclosure, the Recipient Party shall agree with the other Party and provide such Party with a draft disclosure and the reasons for disclosure of such information;

provided that

(i) any disclosure of Information by the Receiving Party, other than as provided in Section 9.4 (4) and (5), must be justified by a reasonable need on the part of any Person

to whom it is disclosed,

(ii) in the cases provided for in Article 9.4(1), (2) and (3), the Receiving Party shall use reasonable endeavours to limit such disclosure, and

(iii) the persons referred to in Section 9.4(3) shall be required by such Party to undertake in writing to keep such Information confidential and provided that such Party shall use reasonable endeavours to ensure compliance with such undertaking.

9.5. The Parties undertake to exercise care and diligence to prevent any direct or indirect offer, payment, incitement or consent to bribes in any form in connection with this Agreement. This obligation shall apply to the relations of employees and representatives of one Party with employees and representatives of the other Party or third parties in connection with this Agreement. All documents prepared pursuant to or on the basis of this Agreement, including invoices, billing documents, notices, reports and financial calculations, shall truthfully reflect the facts concerning the activities and transactions to which they relate.

10. ANTI-CORRUPTION WARNINGS

10.1. The Parties undertake to be guided in their activities by the principle of zero tolerance to corruption in any of its forms and manifestations and to take all appropriate measures to prevent, detect and combat corruption in connection with the implementation of this Agreement.

10.2. The Parties undertake to comply with the requirements of the current legislation on prevention of corruption and anti-corruption and compliance policies and business standards adopted by the Parties in connection with the performance of this Agreement, in particular, not to take actions (omissions) that may be interpreted as corruption or corruption-related offences.

10.3. Each of the Parties declares that it is unacceptable to stimulate the other Party in any way in connection with the performance of this Agreement, including by providing unlawful remuneration, gifts or other similar actions, in order to obtain unjustified privileges (guarantees) in comparison with other counterparties, accelerate (simplify) existing procedures, perform any other unlawful actions or omissions in favour of the stimulating Party in connection with the performance of this Agreement.

10.4. The Parties undertake to ensure, in accordance with the law, that there is no conflict of interest that has or may have an impact on the objectivity or impartiality of decision-making or on the performance or non-performance of actions during the conclusion and execution of this Agreement. The Parties undertake to take the necessary measures to eliminate (settle, agree) the conflict of interest in accordance with the requirements of the law in the event of its occurrence in the future during the term of this Agreement.

10.5. Each Party shall inform the other Party of any events known to it that contradict the statements and obligations set forth in this subsection of the Agreement. The Parties shall provide mutual assistance to each other in order to prevent corruption in the course of performance of this Agreement.

11. DISPUTE RESOLUTION PROCEDURE

11.1 This Agreement shall be governed by and construed exclusively in accordance with the current legislation of Ukraine.

11.2. The Parties agree that all disputes will be resolved through negotiations. If the Parties are unable to resolve the dispute through negotiations, such dispute shall be referred to the competent court having jurisdiction in accordance with the requirements of the legislation of Ukraine.

12. TERM OF THE AGREEMENT AND OTHER TERMS

12.1. This Agreement shall be publicly communicated to all Customers by posting (publishing) it on the official website of the Contractor.

12.2. This Agreement shall enter into force upon signing by the Customer of the application for accession thereto by means of electronic signatures and shall remain in force until termination of the provision of the DTA services in accordance with the ADA Rules. Signing of this Agreement by the Parties in paper form is not required and is not a prerequisite for its entry into force.

12.3. Contractor shall independently and in accordance with the requirements of the current legislation of Ukraine determine the terms of the Agreement. Contractor shall have the right to independently change the terms of the Agreement with the obligatory notification of Customers on its website. In case the Client disagrees with the amendments to the Agreement, such Client shall have the right to terminate the Agreement in accordance with the procedure set forth in the Agreement within 7 (seven) calendar days from the date when he/she learned or could have learned about the amendments to the Agreement by sending or personally submitting a written application. Failure of the Customer to terminate the Agreement within the specified period and continuing to use the Services shall indicate the Customer's consent to the amendments to the Agreement.

12.4. When making changes to this Agreement, the Contractor shall post the current version of the Agreement on its official website: **https://www.ueex.com.ua/**.

12.5. The Contractor shall have the right to terminate this Agreement unilaterally by giving notice by posting an announcement on its website.

12.6. In the event of termination of this Agreement in accordance with the procedure provided for in Clause 12.5 of the Agreement, the Contractor shall not be relieved of the obligation to provide the Services to all Customers who have already signed the application for accession and paid for the Services before the relevant publication of the notice of termination of this Agreement.

12.7 The Parties shall not transfer their rights and obligations under the Agreement to any third party without the prior written consent of the other Party.

12.8. The Parties confirm that they are income tax payers in accordance with Section III of the Tax Code of Ukraine.

13. DETAILS OF THE CONTRACTOR

Limited Liability Company ‘Ukrainian Energy Exchange’
Identification code: 37027819
Location: 01001, Kyiv, Ukraine, 44, Khreshchatyk St.
Bank details: Bank account no: UA293223130000026007000052519 in JSC Ukreximbank
TIN: 370278126594

APPENDIX № 2
to the Regulations for the provision
of data transmission administrator services
- Ukrainian Energy Exchange Limited
Liability Company

Application for accession
to the Public Offer Agreement for the provision of data transmission administrator services - Limited Liability Company 'Ukrainian Energy Exchange'

Participant of the wholesale energy market_____

(full name)

(hereinafter referred to as the Customer), EDRPOU code _____ represented by _____,
(full name)
acting on the basis of _____, by signing this Application joins the Public Offer Agreement for the provision of data transmission administrator services - Limited Liability Company 'Ukrainian Energy Exchange' (hereinafter referred to as UEEX LLC), which is posted on the official website of the Exchange: www.ueex.com.ua, as well as:

1. By signing this application, the applicant certifies that he/she has read the terms and conditions of the above Agreement, the Regulations for the provision of services of the data transmission administrator - Ukrainian Energy Exchange, and that he/she fully and unconditionally accepts their terms and conditions, agrees to comply with them and undertakes to fulfil them, as well as consents to the processing of personal data.

2. It is agreed that the signing of this Application is the basis for UEEX LLC to take measures aimed at verifying the compliance of information and data with the conditions established by the Regulations for the provision of services of the data transmission administrator - Ukrainian Energy Exchange Limited Liability Company and is responsible for the accuracy of the information provided.

DETAILS:
Legal address: _____
Bank details: _____
Identification code:_____
ITN: _____

_____	_____	_____
(position)	(signature)	(full name)

SEAL (if any)

'____' _____20___

NOTIFICATION (to be issued only by individual entrepreneurs)

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

A copy of the notification has been received: _____ _____ '___'_____20__ p.

(signature of the individual) (full name, surname of the individual)

APPENDIX № 3
to the Regulations for the provision
of data transmission administrator services
- Ukrainian Energy Exchange Limited Liability Company

Sample form for resident WEM participants

Printed on the letterhead

POWER OF ATTORNEY № ____.

_____ «____» _____ 20___

_____,
(full name of the legal entity)
EDRPOU code _____,
_____,
(location)
represented by _____, acting on the basis of (for legal entities) _____, (hereinafter referred to as the 'Principal'), hereby authorises

_____
(full name)
registration number of the taxpayer's account card _____ (hereinafter referred to as the 'Representative'), to represent the Principal's interests in obtaining the data transmission administrator services provided by the Ukrainian Energy Exchange Limited Liability Company in accordance with the selected service(s), for which he is authorised:

- to perform any actions on behalf of the Principal in the system of the data transmission administrator, in particular, aimed at entering/uploading/changing/correcting/unloading information on the Principal's business and trade operations related to wholesale energy products in the wholesale energy market in order to provide such information to the National Commission for State Regulation of Energy and Public Utilities;
- select, change, refuse the service(s) provided by the data transmission administrator - Ukrainian Energy Exchange, a limited liability company;

- receive electronic messages, information on the provision of data transmission services, the data transmission system, invoices and other documents generated by the data transmission system from the data transmission administrator - Ukrainian Energy Exchange, Limited Liability Company;

- provide, upon request of the data transmission administrator, additional information on business and trade operations in the wholesale energy market, including executed/unexecuted orders entered into the data transmission administrator's system;

- to confirm its actions in the data transmission administrator's system by applying an electronic signature;

- exercise other powers on behalf of and in the interests of the Principal to obtain services of data transmission administrator - Ukrainian Energy Exchange Limited Liability Company.

The power of attorney is issued without the right of assignment and shall be valid until termination provision of data transmission administrator services by UEEX LLC.

The public key certificate _____ is attached.
(Name of the Representative)

_____ /_____/
(name of the position of the head) *(signature)* *(initials, surname)*

APPENDIX № 4
to the Regulations for the provision
of data transmission administrator services
- Ukrainian Energy Exchange Limited
Liability Company

ДОГОВІР ПУБЛІЧНОЇ ОФЕРТИ про використання аналога власноручного підпису в Системі адміністратора передачі даних Товариства з обмеженою відповідальністю «Українська енергетична біржа»	**PUBLIC OFFER AGREEMENT the use of an analogue of a handwritten signature in the Data Transmission Administrator System of Ukrainian Energy Exchange Limited Liability Company**
1. Цей договір є офіційною та публічною пропозицією Товариства з обмеженою відповідальністю «Українська енергетична біржа» (далі – ТОВ «УЕБ») укласти Договір публічної оферти про використання аналога власноручного підпису в Системі адміністратора передачі даних Товариства з обмеженою відповідальністю «Українська енергетична біржа»-(далі - Договір).	1. This Agreement is an official and public offer of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as UEEX LLC) to enter into the Public Offer Agreement for the use an analog of handwritten signature in the Data Transmission Administrator System of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Agreement).
2. Для розуміння п. 1 цього Договору учасник оптового енергетичного ринку Клієнт адміністратора передачі даних ТОВ «УЕБ» – юридична особа-нерезидент усвідомлює та визнає поняття «Аналог власноручного підпису» та «Система адміністратора передачі даних ТОВ «УЕБ» у таких значеннях: - **аналог власноручного підпису** – вид електронного підпису, який є електронним аналогом власноручного підпису учасника оптового енергетичного ринку Клієнта адміністратора передачі даних ТОВ «УЕБ» – юридичної особи-нерезидента, якому надано доступ до Системи адміністратора передачі даних ТОВ «УЕБ», та який надав згоду на його використання шляхом приєднання до Договору публічної оферти про використання аналога власноручного підпису в Системі адміністратора передачі даних ТОВ «УЕБ», та який використовується таким учасником (такою особою): для входу в Систему адміністратора передачі даних ТОВ «УЕБ», для однозначної ідентифікації такого	2. For the purpose of understanding clause 1 hereof, the wholesale energy market participant Client of the Data Transmission Administrator of UEEX LLC - non-resident legal entity understands and recognizes the concepts of "Analogue of a handwritten signature" and "Data Transmission Administrator System of UEEX LLC" in the following meanings: - **analog of handwritten signature** means a type of electronic signature that is an electronic analog of the handwritten signature of the wholesale energy market participant of the Client of the UEEX Data Transmission Administrator - a non-resident legal entity that has been granted access to the UEEX Data Transmission Administrator System and has agreed to its use by joining the Public Offer Agreement on the use an analog of handwritten signature in the UEEX Data Transmission Administrator System and is used by such participant (such person): to enter the Data Transmission Administrator System of UEEX LLC, to uniquely identify such participant (such person), to establish the absence of

учасника (такої особи), для встановлення відсутності викривлення інформації про здійснені таким учасником господарсько – торговельні операції на оптовому енергетичному ринку, що стосуються оптових енергетичних продуктів, включаючи виконані і невиконані пропозиції (заявки), що вносяться і містяться в Системі адміністратора передачі даних ТОВ «УЕБ», а також для підтвердження окремих дій, здійснених в Системі адміністратора передачі даних ТОВ «УЕБ» таким учасником та його представниками, які вважаються такими, що є підписаними таким учасником (такою особою та його представниками) електронним підписом;	misrepresentation of information on business and trade operations carried out by such participant on the wholesale energy market concerning wholesale energy products, including executed and unexecuted offers (bids) entered and contained in the Data Transmission Administrator System of UEEX LLC, as well as to confirm certain actions taken in the System of the Data Transmission Administrator of UEEX LLC by such participant and its representatives, which shall be deemed to be signed by such participant (such person and its representatives) with an electronic signature;
- **Система адміністратора передачі даних ТОВ «УЕБ» (Система АПД ТОВ «УЕБ»)** – цілісна інформаційна система, за допомогою якої ТОВ «УЕБ» учасникам оптового енергетичного ринку надаються послуги адміністратора передачі даних та яка призначена для збору, обробки, агрегації, перевірки, надання НКРЕКП та зберігання інформації про здійснені господарсько – торговельні операції на оптовому енергетичному ринку, що стосуються оптових енергетичних продуктів, включаючи виконані і невиконані пропозиції (заявки), приймання, обробки та збереження результатів обробки НКРЕКП наданої інформації.	- **The Data Transmission Administrator System of UEEX LLC (UEEX DTA System**) is an integrated information system through which UEEX LLC provides data transmission administrator services to wholesale energy market participants and which is intended for collecting, processing, aggregating, verifying, providing to NEURC and storing information on business and trading operations on the wholesale energy market, related to wholesale energy products, including executed and unexecuted offers (bids), acceptance, processing and storage of the NEURC's processing results of the information provided.
3. Цей Договір є публічним, тобто відповідно до статті 633 Цивільного кодексу України, його умови є однаковими для всіх учасників оптового енергетичного ринку Клієнтів адміністратора передачі даних ТОВ «УЕБ»– юридичних осіб-нерезидентів, без надання переваги одному учаснику перед іншим.	3. This Agreement is public, i.e., in accordance with Article 633 of the Civil Code of Ukraine, its terms and conditions are the same for all participants of the wholesale energy market of the UEEX Data Transmission Administrator Clients - non-resident legal entities, without giving preference to one participant over another.
4. Договір вважається укладеним з моменту укладання Договору про надання послуг адміністратором передачі даних ТОВ «УЕБ», (далі - Договір про надання послуг АПД ТОВ «УЕБ»).	4. The Agreement shall be deemed to be concluded from the moment of conclusion of the Agreement on provision of services by the data transmission administrator UEEX LLC (hereinafter referred to as the Agreement on provision of services by the DTA UEEX LLC).

5. Шляхом укладення цього Договору учасник оптового енергетичного ринку Клієнт адміністратора передачі даних ТОВ «УЕБ» – юридична особа-нерезидент в повному обсязі приймає умови та порядок використання аналога власноручного підпису в Системі АПД ТОВ «УЕБ» з метою здійснення входу в Систему АПД ТОВ «УЕБ», ідентифікації такого учасника та його представників, встановлення відсутності викривлення інформації про здійснені таким учасником господарсько – торговельні операції на оптовому енергетичному ринку, що стосуються оптових енергетичних продуктів, включаючи виконані і невиконані пропозиції (заявки), що вносяться і містяться в Системі АПД ТОВ «УЕБ», а також для підтвердження окремих дій, здійснених в Системі АПД ТОВ «УЕБ» таким учасником та його представниками, які вважаються такими, що є підписаними таким учасником (такою особою та його представниками) електронним підписом.	5. By entering into this Agreement, the wholesale energy market participant Client of the Data Transmission Administrator of UEEX LLC - non-resident legal entity fully accepts the terms and conditions and the procedure for using the analogue of a handwritten signature in the UEEX LLC E-Access System for the purpose of logging into the UEEX LLC E-Access System, identification of such participant and its representatives, establishing the absence of misrepresentation of information on business and trading operations carried out by such a participant on the wholesale energy market relating to wholesale energy products, including executed and unexecuted offers (bids) entered and contained in the UEEX DTA System, as well as to confirm certain actions taken in the UEEX DTA System by such a participant and its representatives, which are considered to be signed by such a participant (such person and its representatives) with an electronic signature.
6. Учасник оптового енергетичного ринку Клієнт адміністратора передачі даних ТОВ «УЕБ» – юридична особа-нерезидент укладенням цього Договору усвідомлює та визнає, що:	6. By concluding this Agreement, the Client of the data transmission administrator UEEX LLC, a non-resident legal entity, realizes and acknowledges that:
6.1. Аналог власноручного підпису підтверджує авторство, цілісність та незмінність усіх дій учасника оптового енергетичного ринку Клієнта адміністратора передачі даних ТОВ «УЕБ» – юридичної особи-нерезидента в Системі АПД ТОВ «УЕБ», за допомогою якої учасникам оптового енергетичного ринку надаються послуги адміністратора передачі даних та яка призначена для збору, обробки, агрегації, перевірки, надання НКРЕКП та зберігання інформації про здійснені господарсько – торговельні операції на оптовому енергетичному ринку, що стосуються оптових енергетичних продуктів, включаючи виконані і невиконані пропозиції (заявки), приймання, обробки та збереження результатів обробки НКРЕКП наданої інформації.	6.1. The analogue of a handwritten signature confirms the authorship, integrity and immutability of all actions of the wholesale energy market participant Client of the UEEX Data Transmission Administrator LLC - a non-resident legal entity in the UEEX Data Transmission System, which provides wholesale energy market participants with data transmission administrator services and is designed to collect, process, aggregate, verify, provide to the NEURC and store information on business and trading operations on the wholesale energy market, related to wholesale energy products, including executed and unexecuted offers (bids), acceptance, processing and storage of the NEURC's processing results of the information provided.

6.2. Відповідність авторства, цілісності та незмінності дій учасника оптового енергетичного ринку Клієнта адміністратора передачі даних ТОВ «УЕБ» – юридичної особи-нерезидента підтверджується використанням унікального персонального ідентифікатора у вигляді логіна та паролю, що отриманий таким учасником для входу до Системи АПД ТОВ «УЕБ».	6.2. The correspondence of the authorship, integrity and immutability of the actions of the participant of the wholesale energy market, the Client of the data transmission administrator of UEEX LLC - a non-resident legal entity is confirmed by the use of a unique personal identifier in the form of a login and password received by such a participant for entering the DTA System of UEEX LLC.
6.3. Дії, інформація та документи, які підписані з використанням аналога власноручного підпису, юридично є еквівалентом отримання Товариством з обмеженою відповідальністю «Українська енергетична біржа» (адміністратором передачі даних) ідентичного за змістом документа, інформації або письмового волевиявлення, які підписані власноручним підписом уповноваженої особи учасника оптового енергетичного ринку Клієнта адміністратора передачі даних ТОВ «УЕБ» – юридичної особи-нерезидента (користувачем Системи АПД ТОВ «УЕБ») та скріплені печаткою (за наявності), а також вважаються для такого учасника оптового енергетичного ринку Клієнта адміністратора передачі даних ТОВ «УЕБ» – юридичної особи-нерезидента юридично значущими та такими, що створюють для такого користувача юридично значимі наслідки.	6.3. Actions, information and documents signed using an analog of a handwritten signature are legally equivalent to the receipt by the Ukrainian Energy Exchange Limited Liability Company (data transmission administrator) of a document, information or written expression of will identical in content, signed by the authorized person of the wholesale energy market participant of the Client of the Data Transmission Administrator of UEEX LLC - a non-resident legal entity (user of the UEEX LLC DTA System) and sealed (if any), and shall be considered legally significant for such wholesale energy market participant of the Client of the Data Transmission Administrator of UEEX LLC - a non-resident legal entity and creating legally significant consequences for such user.
6.4. Створені та збережені в Системі АПД ТОВ «УЕБ» електронні документи та документи у паперовому вигляді, що ідентичні за інформацією і реквізитами - є оригіналами та мають однакову юридичну силу.	6.4. Electronic documents and hard copy documents created and stored in the UEEX LLC DTA System that are identical in terms of information and details shall be considered originals and shall have the same legal force.
7. Можливість використання аналога власноручного підпису учасник оптового енергетичного ринку – юридична особа-нерезидент отримує після надання йому статусу Клієнта АПД ТОВ «УЕБ» в порядку, передбаченому Регламентом надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа» укладення Договору про надання послуг АПД ТОВ «УЕБ».	7. A non-resident legal entity participating on the wholesale energy market shall be able to use an analog of a handwritten signature after being granted the status of a Client of the UEEX LLC DTA in accordance with the procedure provided for in the Regulations for the provision of data transmission administrator services - the Ukrainian Energy Exchange Limited Liability Company and concluding the Agreement on the provision of services of the UEEX LLC DTA.

8. Учасник оптового енергетичного ринку Клієнт АПД ТОВ «УЕБ» – юридична особа-нерезидент та його представники (користувачі Системи АПД) зобов'язуються зберігати у таємниці надані їм унікальні персональні ідентифікатори та несуть ризик наслідків і відповідальність згідно законодавства України, Регламенту надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа» та цього Договору, які викликані порушенням такої таємниці. У випадку порушення таємниці щодо унікального персонального ідентифікатора або його втрати - учасник оптового енергетичного ринку Клієнт АПД ТОВ «УЕБ» – юридична особа-нерезидент та його представники (користувачі Системи АПД) зобов'язані негайно повідомити про це ТОВ «УЕБ». У цьому випадку ТОВ «УЕБ» протягом одного робочого дня надає учаснику оптового енергетичного ринку Клієнт АПД ТОВ «УЕБ» – юридичній особі-нерезиденту його представникам новий унікальний персональний ідентифікатор.	8. The wholesale energy market participant, the DTA Client of UEEX LLC, a non-resident legal entity, and its representatives (users of the DTA System) shall keep the unique personal identifiers provided to them confidential and bear the risk of consequences and liability in accordance with the laws of Ukraine, the Regulations for the provision of data transmission administrator services - the Ukrainian Energy Exchange Limited Liability Company and this Agreement caused by the breach of such confidentiality. In the event of a breach of secrecy regarding a unique personal identifier or its loss, a participant of the wholesale energy market, UEEX's DTA Client, a non-resident legal entity and its representatives (users of the DTA System) shall immediately notify UEEX. In this case, within one business day, UEEX LLC shall provide a new unique personal identifier to the wholesale energy market participant, UEEX LLC's DTA Client - a non-resident legal entity, and its representatives.
9. За письмовим запитом учасника оптового енергетичного ринку Клієнта АПД ТОВ «УЕБ» – юридичної особи-нерезидента ТОВ «УЕБ» може надавати інформацію про те, що окремі дії Клієнта АПД ТОВ «УЕБ» та його представників в системі АПД дійсно підтверджені шляхом підписання їх учасником оптового енергетичного ринку Клієнтом АПД ТОВ «УЕБ» – юридичною особою-нерезидентом та його представниками з використанням аналога власноручного підпису. Така інформація в паперовому вигляді засвідчуються підписом уповноваженої особи ТОВ «УЕБ» та печаткою (за наявності).	9. At the written request of the wholesale energy market participant of the DTA Client of UEEX LLC - a non-resident legal entity, UEEX LLC may provide information that certain actions of the DTA Client of UEEX LLC and its representatives in the DTA system are actually confirmed by signing them by the wholesale energy market participant, the DTA Client of UEEX LLC - a non-resident legal entity and its representatives using an analog of a handwritten signature. Such information in paper form shall be certified by the signature of an authorized person of UEEX LLC and the seal (if any).
10. Сторони усвідомлюють та визнають, що отримане від ТОВ «УЕБ» підтвердження про вчинення в Системі АПД ТОВ «УЕБ» окремих дій із підписанням їх з використанням аналога власноручного підпису є безспірним доказом відповідного факту їх вчинення Клієнтом АПД ТОВ «УЕБ» та його представниками,	10. The Parties acknowledge and recognize that the confirmation received from UEEX LLC of certain actions performed in the UEEX LLC DTA System with signature using an analog of a handwritten signature shall be indisputable evidence of the relevant fact of their performance by the UEEX LLC DTA Client and its

неможливості відмови від авторства, є юридично значущими та такими, що створюють для такого Клієнта АПД ТОВ «УЕЮ» та його представника (користувача Системи АПД ТОВ «УЕБ» юридично значимі наслідки.	representatives, the impossibility of disclaiming authorship, are legally significant and create legally significant consequences for such Client of UEEX LLC DTA and its representative (user of the UEEX LLC DTA System).
11. У випадку виникнення спору, який є наслідком порушення сторонами умов цього Договору, ТОВ «УЕБ» та учасник оптового енергетичного ринку Клієнт АПД ТОВ «УЕБ» – юридична особа-нерезидент зобов'язані попередньо врегулювати спір в претензійному порядку. Претензія та відповідь на заявлену претензію оформлюються в письмовій формі та направляються сторонами з використанням засобів зв'язку, які забезпечують фіксацію доставки документу, або передаються під розпис. Розгляд претензії та надання відповіді адресатом здійснюється протягом 20 (двадцяти) календарних днів без урахування строку поштового обігу.	11. In the event of a dispute arising as a result of a breach of the terms of this Agreement by the parties, UEEX LLC and the wholesale energy market participant, UEEX LLC's DTA Client, a non-resident legal entity, shall be obliged to settle the dispute in a preliminary manner by way of a claim. The claim and the response to the claim shall be made in writing and sent by the parties using means of communication that ensure the delivery of the document, or handed over against signature. The claim shall be considered and responded to by the addressee within 20 (twenty) calendar days, excluding the postal circulation period.
12. Цей Договір діє протягом чинності Договором про надання послуг адміністратором передачі даних ТОВ «УЕБ».	12. This Agreement shall be valid for the duration of the Agreement for the provision of services by the data transmission administrator UEEX LLC.
13. Зміни до Договору та додатки до нього вносяться шляхом внесення їх до тексту цього Договору та оприлюднення на офіційному вебсайті ТОВ «УЕБ» або шляхом внесення змін до Регламенту надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа».	13. Amendments to the Agreement and appendices thereto shall be made by introducing them into the text of this Agreement and publishing them on the official website of UEEX LLC or by amending the Regulations for the provision of data transmission administrator services - the Ukrainian Energy Exchange Limited Liability Company.
14. Всі спори, розбіжності та вимоги, які виникають між Сторонами під час дії цього Договору вирішуються шляхом переговорів, а в разі неможливості врегулювання спору - вирішуються в порядку, визначеному законодавством України.	14. All disputes, disagreements and claims arising between the Parties during the term of this Agreement shall be resolved through negotiations, and in case of impossibility of dispute settlement, they shall be resolved in accordance with the procedure established by the legislation of Ukraine.
15. Юридичні реквізити ТОВ «УЕБ» зазначені на офіційному вебсайті за електронною адресою https://www.ueex.com.ua/.	15. Legal details of UEEX LLC are indicated on the official website at the following e-mail address https://www.ueex.com.ua/.

16. Даний Договір викладено українською та англійською мовами. У разі виникнення різночитань або будь-яких розбіжностей у змістовому терміні перевагу має текст цього Договору, викладений українською мовою.	16. This Agreement is drawn up in Ukrainian and English. In the event of any discrepancies or any discrepancies in the meaning of a term, the text of this Agreement in the Ukrainian language shall prevail.

APPENDIX № 5
to the Regulations for the provision
of data transmission administrator services
- Ukrainian Energy Exchange Limited
Liability Company

Заява про приєднання до Договору публічної оферти про надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа» та до Договору публічної оферти про використання аналога власноручного підпису в системі адміністратора передачі даних - Товариства з обмеженою відповідальністю «Українська енергетична біржа»	**Application for accession to the Public Offer Agreement for the provision of data transmission administrator services of the Ukrainian Energy Exchange Limited Liability Company and to the Public Offer Agreement on the use of analog handwritten signature in the data transmission administrator system of the Ukrainian Energy Exchange Limited Liability Company**
Учасник оптового енергетичного ринку _____ *(повне найменування)* (далі – Замовник), реєстраційний номер суб'єкта господарювання у країні резидентства _____ _____ *(місцезнаходження)* в особі _____, (ПІБ) що діє на підставі_____, підписанням цієї Заяви приєднується до Договору публічної оферти про надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа» та Договору публічної оферти про використання аналога власноручного підпису в Системі адміністратора передачі даних Товариства з обмеженою відповідальністю «Українська енергетична біржа», що розміщені на офіційному веб-сайті Біржі: www.ueex.com.ua, а також: 1. Підписанням цієї заяви засвідчує ознайомлення з умовами вищезазначених Договорів, Регламенту надання послуг адміністратора передачі даних - Товариство з	Participant of the wholesale energy market _____ *(full name*) (hereinafter - Customer), registration number of the business entity in the country of residence _____, _____ (*location*) represented by_____, (FULL NAME) acting on the basis of _____, by signing this Application, joins the Public Offer Agreement for the provision of services of the data transmission administrator of the Ukrainian Energy Exchange Limited Liability Company and the Public Offer Agreement for the use of an analog of a handwritten signature in the data transmission administrator system of the Ukrainian Energy Exchange Limited Liability Company, which are posted on the official website of the Exchange: www.ueex.com.ua, as well as: 1. By signing this Application, applicant certifies that he/she has read the terms and conditions of the above-mentioned Agreements, the Regulations for the provision of services of the data transmission

обмеженою відповідальністю «Українська енергетична біржа» та про повне та безумовне прийняття їх умов, погодження з ними та зобов'язання їх виконувати, а також надання згоди на обробку персональних даних. 2. Погоджується, що підписання цієї Заяви є підставою для здійснення ТОВ «УЕБ» заходів, спрямованих на перевірку відповідності інформації та відомостей умовам, встановленим Регламентом надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа» та несе відповідальність за достовірність наданої інформації. РЕКВІЗИТИ: Юридична адреса: _____ Банківські реквізити: _____ Реєстраційний код в країні реєстрації:_____ _____ _____ _____ *(посада)* *(підпис)* *(ПІБ)* «____» _____20___ р.	administrator – the Ukrainian Energy Exchange Limited Liability Company and full and unconditional accept their terms and conditions, agrees to comply with them and undertakes to fulfill them, as well as consents to the processing of personal data. 2. It is agreed that the signing of this Application is the basis for UEEX LLC to take measures aimed at verifying the compliance of information and data with the conditions established by the Regulations for the provision of data transmission administrator services – the Ukrainian Energy Exchange Limited Liability Company and is responsible for the accuracy of the information provided. DETAILS: Legal address: _____ Bank details: _____ Registration code in the country of registration: _____ _____ _____ _____ *(position)* *(signature)* *(full name)* "____" _____20___

APPENDIX № 6
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Примірна форма для учасників ОЕР – нерезидентів	***Sample form for non-resident wholesale energy market participants***
Друкується на фірмовому бланку	***It is printed on company letterhead***
ДОВІРЕНІСТЬ № ___	**POWER OF ATTORNEY № ___**
«___» _____ 20___ року _____ _____, *(повне найменування юридичної особи)* реєстраційний номер суб'єкта господарювання у країні резидентства _____, _____ _____, *(місцезнаходження)* в особі _____, що діє на підставі *(для юридичних осіб)* _____, (надалі – «Довіритель»), даною довіреністю уповноважує _____ *(П.І.Б.)* (реєстраційний номер облікової картки платника податків _____*(примітка: заповнюється у відповідності до норм права країни-резидентства фізичної особи)* (надалі – «Представник»), представляти інтереси Довірителя при отриманні послуг адміністратора передач даних, що надаються Товариством з обмеженою відповідальністю «Українська енергетична біржа» згідно обраної послуги (обраних послуг), для чого йому надаються наступні повноваження: - отримувати унікальний персональний ідентифікатор аналог власноручного підпису для входу та підтвердження в системі адміністратора передачі даних своїх дій;	«___» _____ 20__ _____ _____, *(full name of the legal entity)* registration number of the business entity in the country of residence _____, _____ _____, *(location)* in person of _____, acting on the basis (for legal entities) _____, (hereinafter referred to as the "Principal") authorizes with this power of attorney _____ *(full name)* (registration number of the taxpayer's card _____*(note: to be filled out in accordance with the laws of the country of residence of an individual)* (hereinafter - the "Representative"), to represent the Principal's interests in obtaining the data transmission administrator services provided by the Ukrainian Energy Exchange Limited Liability Company in accordance with the selected service(s), for which is granted the following powers: - receive a unique personal identifier analog of handwritten signature to log in and confirm actions in the data transmission administrator's system;

- здійснювати будь-які дії від імені Довірителя в системі адміністратора передачі даних, зокрема направлені на внесення/завантаження/зміну/виправленн я/вивантаження інформації про здійснені Довірителем господарсько-торговельні операції, пов'язані з оптовими енергетичними продуктами, на оптовому енергетичному ринку, з метою надання такої інформації Національній комісії, що здійснює державне регулювання у сферах енергетики та комунальних послуг;	- to perform any actions on behalf of the Principal in the data transmission administrator system, in particular aimed at entering/uploading/changing/correcting/ unloading of information on the Principal's business and trading operations related to wholesale energy products on the wholesale energy market in order to provide such information to the NEURC;
- обирати, змінювати, відмовлятись від послуги (послуг), що надаються адміністратором передачі даних Товариством з обмеженою відповідальністю «Українська енергетична біржа»;	- select, change, or refuse the service(s) provided by the data transmission administrator, Ukrainian Energy Exchange Limited Liability Company;
- отримувати від адміністратора передачі даних Товариства з обмеженою відповідальністю «Українська енергетична біржа» електронні повідомлення, інформацію щодо надання послуг адміністратора передачі даних, системи адміністратора передачі даних, рахунки та інші документи, що формуються системою адміністратора передачі даних;	- to receive electronic messages from the data transmission administrator of Ukrainian Energy Exchange Limited Liability Company, information on the provision of data transmission administrator services, the data transmission administrator system, invoices and other documents generated by the data transmission administrator system;
- надавати на запит адміністратора передачі даних додаткову інформацію про господарсько-торговельні операції на оптовому енергетичному ринку, у тому числі виконані/невиконані заявки, що вносяться до системи адміністратора передачі даних;	- provide, upon request of the data transmission administrator, additional information on business and trading operations on the wholesale energy market, including executed/unexecuted orders entered into the data transmission administrator's system;
- підтверджувати в системі адміністратора передачі даних свої дії шляхом застосування аналогу власноручного підпису;	- confirm their actions in the data administrator's system by using an analog of a handwritten signature;
- здійснювати будь-які без виключення інші повноваження від імені та в інтересах Довірителя, визначені Договором про надання послуг адміністратора передачі даних -товариство з обмеженою відповідальністю «Українська енергетична біржа», а також Регламентом надання послуг адміністратора передачі даних - Товариство з обмеженою відповідальністю «Українська енергетична біржа».	- to perform any other powers on behalf of and in the interests of the Principal, without exception, as defined by the agreement on the provision of data transmission administrator services of Ukrainian Energy Exchange Limited Liability Company, as well as the Regulations on the provision of data transmission administrator services - the Ukrainian Energy Exchange Limited Liability Company.

Довіреність видана без права передоручення і є дійсною до моменту припинення дії Договору про надання послуг адміністратора передачі даних – товариство з обмеженою відповідальністю «Українська енергетична біржа»". У разі виникнення різночитань або будь-яких розбіжностей у змістовому терміні перевагу має текст цієї Довіреності, викладений українською мовою. Підпис_____ _____ засвідчую. (П.І.Б. Представника) (зразок підпису) _____ (найменування посади керівника) _____ /_____/ (підпис) (ініціали, прізвище) м.п.	The Power of Attorney is issued without the right of assignment and is valid until termination of the agreement on the provision of data transmission administrator services of Ukrainian Energy Exchange Limited Liability Company. In the event of any inconsistencies or any discrepancies in the meaning of a term, the text of this Power of Attorney in the Ukrainian language shall prevail. Signature_____ _____ sertify. (Representative's full name) (signature sample) _____ (title of the manager's position) _____ /_____/ (signature) (initials, surname) seal

APPENDIX № 7
to the Regulations for the provision
of data transmission administrator services
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ДОГОВІР ПУБЛІЧНОЇ ОФЕРТИ ПРО НАДАННЯ ПОСЛУГ АДМІНІСТРАТОРА ПЕРЕДАЧІ ДАНИХ - ТОВІРИСТВА З ОБМЕЖЕНОЮ ВІДПОВІДАЛЬНІСТЮ «УКРАЇНСЬКА ЕНЕРГЕТИЧНА БІРЖА»	**PUBLIC OFFER AGREEMENT ON THE PROVISION OF DATA TRANSMISSION ADMINISTRATOR SERVICES OF UKRAINIAN ENERGY EXCHANGE LIMITED LIABILITY COMPANY**
Товариство з обмеженою відповідальністю «Українська енергетична біржа», як адміністратор передачі даних в розумінні Порядку набуття, призупинення і припинення статусу адміністратора передачі даних, затвердженого постановою НКРЕКП від 27.12.2023 № 2613, (далі – «АПД, Виконавець»), пропонує учасникам оптового енергетичного ринку (далі – «учасник ОЕР, Замовник») отримати послуги, передбачені цим Договором. Даний Договір є публічним відповідно до ст. ст. 633, 634, 641 Цивільного кодексу України, його умови є однаковими для всіх учасників ОЕР та беззастережним прийняттям умов якого вважається акцептування цієї оферти учасником ОЕР, для чого АПД оприлюднює цей Договір про таке:	Ukrainian Energy Exchange, as a data transmission administrator within the meaning of the Procedure for Acquiring, Suspending and Terminating the Status of Data Transmission Administrator, approved by NEURC Resolution No. 2613 dated December 27, 2023, (hereinafter referred to as the "DTA, Contractor"), offers wholesale energy market participants (hereinafter referred to as the "WEM Participant, Customer") to receive the services provided for hereunder. This Agreement is public in accordance with Articles 633, 634, 641 of the Civil Code of Ukraine, its terms are the same for all WEM Participants and unconditional acceptance of the terms of which is considered acceptance of this offer by the WEM Participant, for which purpose the DTA publishes this Agreement to this effect:
1. ЗАГАЛЬНІ ПОЛОЖЕННЯ	**1. GENERAL PROVISIONS**
1.1. ОСНОВНІ ПОНЯТТЯ ТА ВИЗНАЧЕННЯ ТЕРМІНІВ	1.1. BASIC CONCEPTS AND DEFINITIONS OF TERMS
Публічний договір – цей правочин про надання та отримання послуг з передачі даних, який встановлює однакові для всіх Замовників умови надання цих послуг на умовах публічної оферти з моменту її акцептування Замовником (далі – «Договір»).	A public agreement is a document for the provision and receipt of data transmission services, which establishes the same conditions for all Customers for the provision of these services on the terms of a public offer from the moment of its acceptance by the Customer (hereinafter referred to as the "Agreement").

Публічна оферта – пропозиція Виконавця, адресована будь-якому учаснику ОЕР відповідно до статті 641 Цивільного кодексу України, укласти з ним договір, що міститься в публічній оферті.	Public Offer means an offer of the Contractor addressed to any WEM Participant in accordance with Article 641 of the Civil Code of Ukraine to enter into an agreement contained in the public offer.
Акцепт – надання Замовником повної і безумовної відповіді Виконавцю на його пропозицію укласти Договір на умовах, визначених публічною офертою, шляхом оформлення (підписання) заяви-приєднання до Договору, що свідчить про прийняття ним публічної оферти.	Acceptance means the Customer's full and unconditional response to the Contractor's offer to conclude the Agreement on the terms and conditions specified in the public offer by executing (signing) an application for accession to the Agreement, which indicates acceptance of the public offer.
Тарифи — затверджені в установленому порядку тарифи на обрані послуги з передачі даних АПД, якими встановлюються розміри плати за надання відповідних послуг у визначені строки та перелік послуг.	Tariffs - duly approved tariffs for selected data transmission services of the DTA, which set the amount of payment for the provision of the relevant services within the specified time limits and the list of the services.
Послуга — діяльність Виконавця, що здійснюється за індивідуальним замовленням Замовника, з метою виконання Замовником вимог Закону України «Про ринок електричної енергії» та/або Закону України «Про ринок природного газу», постанови Національної комісії, що здійснює державне регулювання у сферах енергетики та комунальних послуг від 27.03.2024 № 618 «Про затвердження Порядку подання інформації про здійснені господарсько-торговельні операції, пов’язані з оптовими енергетичними продуктами» (далі за текстом – Порядок Послуга надається відповідно до встановлених Тарифів.	The Service is the Contractor's activities carried out under the individual order of the Customer in order for the Customer to fulfill the requirements of the Law of Ukraine "On the Electricity Market" and/or the Law of Ukraine "On the Natural Gas Market", Resolution of the NEURC of March 27, 2024 No. 618 "On Approval of the Procedure for Submitting Information on Economic and Trade Operations Related to Wholesale Energy Products" (hereinafter referred to as the Procedure) The service is provided in accordance with the established Tariffs.
Регламент АПД — внутрішній документ АПД, який визначає порядок надання послуг адміністратора передачі даних Виконавцем.	DTA Regulations is an internal document of the DTA that defines the procedure for providing data transmission administrator services by the Contractor.
1.2. АКЦЕПТУВАННЯ ДОГОВОРУ	**1.2. ACCEPTANCE OF THE AGREEMENT**
1.2.1. Підтвердженням повного та безумовного акцептування публічної оферти є оформлення (підписання) Замовником заяви про приєднання до цього Договору.	1.2.1. Confirmation of the full and unconditional acceptance of the public offer is the execution (signing) by the Customer of the application for accession to the Agreement.
1.2.2. Договір вважається укладеним без його подальшого підписання з моменту	1.2.2. The Agreement shall be deemed concluded without its further signing from the

отримання АПД заяви про приєднання від учасника ОЕР, що свідчить про згоду дотримуватися умов Договору, без підписання письмового примірника Сторонами.	moment the DTA receives an application for accession signed from the WEM Participant, which indicates its consent to comply with the terms of the Agreement, without the Parties signing a written copy.
1.2.3. Замовник дає згоду дотримуватися умов Договору та згоду отримати Послуги на встановлених Виконавцем умовах з моменту оформлення (підписання) Замовником заяви про приєднання.	1.2.3. The Customer agrees to comply with the terms of the Agreement and agrees to receive the Services on the terms and conditions established by the Contractor from the moment the Customer draws up (signs) the application for accession.
1.2.4. Укладаючи Договір, учасник ОЕР автоматично погоджується з повним та безумовним прийняттям ним норм Регламенту АПД, умов цього Договору та Тарифів.	1.2.4. By entering into the Agreement, the WEM Participant automatically agrees to the full and unconditional acceptance of the provisions of the DTA Regulations, the terms and conditions of this Agreement and the Tariffs.
1.2.5. Укладаючи Договір, учасник ОЕР автоматично дає згоду на обробку його персональних даних відповідно до Закону України «Про захист персональних даних».	1.2.5. By entering into the Agreement, the WEM Participant automatically agrees to the processing of his/her personal data in accordance with the Law of Ukraine "On Personal Data Protection".
1.3. УМОВИ НАДАННЯ ТА ОТРИМАННЯ ПОСЛУГ	**1.3. CONDITIONS FOR THE PROVISION AND RECEIPT OF SERVICES**
1.3.1. Наявність у АПД технічної та іншої можливості для надання Учаснику ОЕР замовленої Послуги.	1.3.1. The DTA has the technical and other capabilities to provide the ordered Service to the WEM Participant.
1.3.2. Заповнення Учасником ОЕР в електронній формі анкети, розміщеної на офіційному вебсайті АПД.	1.3.2. The WEM Participant shall fill in the questionnaire posted on the official website of the DTA in electronic form.
1.3.3. Ознайомлення Учасника ОЕР з умовами цього Договору.	1.3.3 Familiarization WEM Participant with the terms of this Agreement.
1.3.4. Оформлення (підписання) Учасником ОЕР заяви про приєднання до Договору.	1.3.4. Execution (signing) of the application for accession to the Agreement by the WEM Participant.
1.3.5. Оформлення (підписання) Учасником ОЕР інших документів, необхідних для отримання Послуги.	1.3.5. Execution (signing) by the WEM Participant of other documents required to receive the Service.
1.3.6. Отримання Учасником ОЕР від АПД повідомлення про набуття статусу Клієнта АПД відповідно до Регламенту АПД.	1.3.6. Receipt by the WEM Participant of a notice from the DTA of the DTA Client status in accordance with the DTA Regulations.
1.3.7. Вхід Учасника ОЕР в систему АПД та обрання послуги та пакет, за яким ця послуга буде надаватись.	1.3.7. The WEM Participant shall log in to the DTA system and select the service and the package under which this service will be provided.
1.3.8. Внесення Учасником ОЕР на розрахунковий рахунок АПД плати за	1.3.8. Payment by the WEM Participant to the settlement account of the DTA for the provision

надання Послуги у розмірі, встановленому Тарифами, та сплати Замовником інших обов'язкових платежів (у разі їх встановлення).	of the Service in the amount established by the Tariffs and payment by the Customer of other mandatory payments (if any).
2. ПРЕДМЕТ ДОГОВОРУ	**2. SUBJECT OF THE AGREEMENT**
2.1. АПД зобов'язується надати Послуги, обрані Учасником ОЕР в Системі АПД, в порядку та строки встановлені Порядком та Регламентом, а Учасник ОЕР зобов'язується оплатити АПД зазначену Послугу, в розмірі, визначеному Тарифами.	2.1. The DTA undertakes to provide the Services selected by the WEM Participant in the DTA System in the manner and within the time limits established by the Procedure and the Regulations, and the WEM Participant undertakes to pay the DTA for the said Service in the amount determined by the Tariffs
3. ПРАВА ТА ОБОВ'ЯЗКИ АПД	**3. RIGHTS AND OBLIGATIONS OF THE DTA**
3.1. АПД зобов'язаний:	3.1 The DTA is obliged to:
3.1.1. Забезпечити надання Послуг, відповідно до предмету Договору та на строк, обраний відповідно до Тарифів.	3.1.1. Provide the Services in accordance with the subject matter of the Agreement and for the period selected in accordance with the Tariffs .
3.1.2. Надати Учаснику ОЕР Послуги у порядку та строки, передбачені Порядком та Регламентом АПД після оплати ним рахунку.	3.1.2. Provide the Services to the WEM Participant in the manner and within the timeframe stipulated by the Procedure and the DTA Regulations after payment of the invoice.
3.1.3. Протягом 3 (трьох) робочих днів місяця наступного за звітним скласти та направити в двох екземплярах підписаний зі своєї сторони та завірений печаткою акт приймання-передачі наданих послуг. Акт приймання-передачі наданих послуг має бути датований останнім календарним днем звітного місяця.	3.1.3. Within 3 (three) business days of the month following the reporting month, draw up and send in duplicate a signed and sealed acceptance certificate for the services rendered. The act of acceptance of services rendered shall be dated the last calendar day of the reporting month.
3.1.4. Відповідати за збереження інформації, переданої йому Учасником ОЕР для надання Послуг.	3.1.4. To be responsible for the safety of the information transmitted by the WEM Participant for the provision of the Services.
3.1.5. Не допускати розголошення конфіденційної інформації та персональних даних Учасника ОЕР, що стали відомі АПД, при виконанні обов'язків за цим Договором, крім випадків, передбачених законом.	3.1.5. Not to allow disclosure of confidential information and personal data of the WEM Participant, which became known to the DTA in the course of performance of duties under this Agreement, except as provided by law.
3.1.6. Повідомляти Учасника ОЕР, за його вимогою, усі відомості про хід виконання цього Договору.	3.1.6. Notify the WEM Participant, by request, of all information on the progress of the implementation of this Agreement.
3.2. АПД має право:	3.2. The DTA has the right to:
3.2.1. Обробляти інформацію Учасника ОЕР, отриману під час укладання та виконання цього Договору, а також вносити її до власної бази.	3.2.1. To process the information of the WEM Participant received during the conclusion and execution of this Agreement, as well as to enter it into its own database.

3.2.2. В будь-який час вимагати від Учасника ОЕР додаткову інформацію, про господарсько-торговельні операції на оптовому енергетичному ринку, у тому числі виконані/невиконані заявки, що вноситься до системи АПД;	3.2.2 Request additional information from the WEM Participant at any time on business and trade operations on the wholesale energy market, including executed/unexecuted orders, which shall be entered into the DTA system;
3.2.3. Вносити зміни до цього Договору та/або Тарифів, шляхом публікації їх нової редакції та/або змін до них на своєму офіційному веб-сайті: https://www.ueex.com.ua/ і розміщення на цьому Сайті відповідного повідомлення про запровадження цих змін.	3.2.3 Amend this Agreement and/or the Tariffs by publishing their new version and/or amendments thereto on its official website: https://www.ueex.com.ua/ and posting on this Website a corresponding notice of the introduction of these changes.
3.2.4. Відмовитись від цього Договору без покладення на АПД відповідальності за невиконання/неналежне виконання Договору у разі невиконання Учасником ОЕР своїх обов'язків за цим Договором;	3.2.4. Reject this Agreement without imposing responsibility on DTA for non-performance/improper performance of the Agreement in the event that the WEM Participant fails to fulfill his obligations under this Agreement;
3.2.5. Проводити доопрацювання Системи АПД, здійснювати випуск нових версій або модулів Системи АПД;	3.2.5. To make improvements to the DTA system, release new versions or modules of the DTA system;
3.2.6. Зупинити чи припинити надання послуг АПД, в порядку передбаченому Регламентом АПД.	3.2.6. Suspend or terminate the provision of the DTA services in accordance with the procedure provided for by the DTA Regulations.
4. ПРАВА ТА ОБОВ'ЯЗКИ УЧАСНИКА ОЕР	**4. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT**
4.1. Учасник ОЕР зобов'язаний:	4.1 The WEM Participant shall:
4.1.1. Набути статус Клієнта АПД в порядку, передбаченому Регламентом АПД.	4.1.1. Obtain the status of the DTA Client in accordance with the procedure provided for by the DTA Regulations.
4.1.2. Своєчасно надавати АПД, у тому числі вносити/завантажувати до Системи АПД, достовірну, повну інформацію, необхідну для надання замовлених Учасником ОЕР Послуг.	4.1.2. Provide the DTA in a timely manner, including entering/uploading to the DTA System, accurate, complete information necessary for the provision of the Services ordered by the WEM Participant.
4.1.3. Вносити плату за Послуги АПД на умовах 100% передоплати в розмірах, визначених Тарифами АПД.	4.1.3. Pay for the DTA Services on a 100% prepayment basis in the amounts specified in the DTA Tariffs.
4.1.4. Прийняти надані відповідно до цього Договору Послуги та підписати в двох екземплярах акт приймання-передачі наданих АПД послуг.	4.1.4. To accept the Services rendered under this Agreement and sign in duplicate the act of acceptance of the services rendered by the DTA.
4.2. Учасник ОЕР має право:	4.2. The WEM Participant have the right to:
4.2.1. Отримати Послуги АПД у порядку та строки, передбачені Регламентом АПД, цим	4.2.1. Receive the DTA Services in the manner and within the terms provided for by the DTA

Договором, заявою про приєднання та Тарифами.	Regulations, this Agreement, the application for accession and the Tariffs.
4.2.2. Змінити/додати послугу (послуги) відповідно до переліку послуг АПД та Тарифів;	4.2.2. Change/add service(s) in accordance with the list of DTA services and Tariffs;
4.2.3. Відмовитись від послуг Виконавця в порядку, передбаченому Регламентом АПД.	4.2.3. To refuse the Contractor's services in accordance with the procedure provided for in the DTA Regulations.
5. ЦІНА ДОГОВОРУ ТА ПОРЯДОК РОЗРАХУНКІВ	**5. AGREEMENT PRICE AND PAYMENT PROCEDURE**
5.1. Надання замовлених Учасником ОЕР Послуг здійснюється за попередньою оплатою на підставі рахунку. Рахунок на оплату послуг формується Учасником ОЕР самостійно в Системі АПД після обрання Учасником ОЕР Послуг та доступний для завантаження та/або перегляду безпосередньо у системі АПД.	5.1. The Services ordered by the WEM Participant shall be provided on a prepaid basis on the basis of an invoice. Invoice for services payment shall be generated by WEM Participant independently in the DTA System after the WEM Participant selects the Services and available for download and/or viewing directly within the DTA system.
5.2. Замовник, сплачує 100% вартості Послуг, шляхом перерахування грошових коштів на рахунок АПД відповідно до сформованого в Системі АПД рахунку та із обов'язковим зазначенням в призначені платежу реквізитів сформованого рахунку за яким здійснюється оплата послуг, зокрема номеру рахунку, назви послуги та періоду надання обраної послуги.	5.2. The Customer shall pay 100% of the cost of the Services by transferring funds to the DTA's account in accordance with the Invoice generated in the DTA System and with the mandatory indication in the payment details of the generated Invoice for the payment of services, in particular the account number, the name of the service and the period of provision of the selected service.
5.3. Моментом оплати вважається час надходження грошових коштів на рахунок АПД.	5.3. The moment of payment shall be deemed to be the time of receipt of funds to the DTA account.
5.4. Загальна вартість цього Договору складається з сумарної вартості послуг АПД, наданих протягом дії цього Договору, згідно з узгодженими Сторонами актами приймання-передачі наданих послуг.	5.4. The total cost of this Agreement shall consist of the total cost of the services rendered by the DTA during the term of this Agreement, in accordance with the acceptance certificates agreed upon by the Parties.
5.5. У випадку відмови Учасника ОЕР від отримання послуг до закінчення строку їх надання, кошти, сплачені Учасником ОЕР за їх надання, не повертаються.	5.5. In case of refusal of the WEM Participant to receive services before the expiration of their provision, the funds paid by the WEM Participant for their provision shall not be refunded.
6. ВІДПОВІДАЛЬНІСТЬ СТОРІН	**6. RESPONSIBILITY OF THE PARTIES**
6.1. Сторони несуть відповідальність за невиконання чи неналежне виконання своїх зобов'язань за Договором згідно з чинним законодавством України. У жодному	6.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the current legislation of Ukraine. In no

випадку Сторона не буде нести відповідальність за непрямі збитки (включаючи без обмежень - упущену вигоду), понесені іншою Стороною.	event shall a Party be liable for indirect losses (including without limitation lost profits) incurred by the other Party.
6.2. АПД не несе відповідальності перед Учасником ОЕР за виникнення затримок у наданні Послуги, якщо такі затримки знаходяться поза межами контролю з боку АПД.	6.2. The DTA shall not be liable to the WEM Participant for any delays in the provision of the Service if such delays are beyond the DTA's control.
6.3 АПД не несе відповідальності за достовірність відомостей, наданих Учасником ОЕР під час замовлення та виконання Послуг.	6.3 The DTA is not responsible for the accuracy of the information provided by the WEM Participant when ordering and performing the Services.
6.4. АПД не несе відповідальності перед Учасником ОЕР за невиконання або неналежне виконання зобов'язань за цим Договором, якщо воно виникло внаслідок дії форс-мажорних обставин.	6.4. The DTA shall not be liable to the WEM Participant for non-fulfillment or improper fulfillment of obligations under this Agreement if it arose as a result of force majeure.
6.5. Кожна із Сторін Договору цим підтверджує та гарантує, що вона здійснила усі необхідні корпоративні дії та отримала усі дозволи, погодження, необхідні відповідно до чинного законодавства та установчих документів Сторони для укладення, підписання та виконання цього Договору і цей Договір є обов'язковим для цієї Сторони. Особа, яка підписала Договір від імені Сторони, діє в межах наданих їй повноважень, а також не є усуненою від виконання своїх обов'язків.	6.5. Each Party of the Agreement hereby confirms and warrants that it has taken all necessary corporate actions and obtained all permits and approvals required in accordance with the applicable laws and constituent documents of the Party to enter into, sign and perform this Agreement and this Agreement shall be binding on such Party. The person signing the Agreement on behalf of the Party shall act within the limits of the powers granted and shall not be removed from the performance of duties.
6.6. Кожна із Сторін Договору несе повну відповідальність за правильність та достовірність зазначених нею в цьому Договорі реквізитів (адреси місцезнаходження, банківських реквізитів, номерів телефонів, телефаксів, найменування й організаційно-правової форми юридичної особи, статусу платника податків і іншого) і зобов'язується у триденний строк з дати внесення змін за допомогою електронного зв'язку повідомити про це іншу Сторону, а у випадку неповідомлення несе ризик настання пов'язаних із цим несприятливих наслідків.	6.6. Each of the Parties hereto shall be fully responsible for the correctness and accuracy of the details specified by it in this Agreement (location address, bank details, telephone numbers, fax numbers, name and legal form of legal entity, taxpayer status, etc.) and shall notify the other Party thereof by electronic communication within three days from the date of amendments, and in case of failure to do so shall bear the risk of adverse consequences thereof.
6.7. Сторони зобов’язуються повідомляти одна одну у випадку прийняття рішення про ліквідацію, реорганізацію або банкрутство однієї зі Сторін у п’ятиденний строк з дня	6.7. The Parties undertake to notify each other in the event of a decision to liquidate, reorganize or bankrupt one of the Parties within five days from the date of the relevant

виникнення відповідних змін, рекомендованим листом з повідомленням про вручення.	changes by registered mail with acknowledgment of receipt.
6.8. АПД зобов'язується, в порядку та строки передбачені Регламентом АПД, повідомити про зупинення або припинення надання послуг АПД.	6.8. The DTA shall, in accordance with the procedure and within the time limits stipulated by the DTA Regulations, notify of suspension or termination of the provision of the DTA services.
7. ФОРС-МАЖОР	**7. FORCE MAJOR**
7.1. Форс-Мажор означає будь-яку подію або обставину, що має надзвичайний та невідворотний характер, яка виникла після укладання Договору, є поза розумним контролем Сторони, що посилається на Форс-Мажор та унеможливлює виконання Стороною, що заявляє, зобов'язань за цим Договором, та внаслідок або в результаті якої така Сторона не виконує будь-яке або будь-які зобов'язання за цим Договором за умови, що таке невиконання Сторона, що заявляє, не могла попередити або подолати розумними зусиллями зі свого боку.	7.1. Force Majeure shall mean any event or circumstance of an extraordinary and unavoidable nature that occurs after the conclusion of the Agreement, is beyond the reasonable control of the Party invoking Force Majeure and makes it impossible for the claiming Party to fulfill its obligations under this Agreement, obligations under this Agreement, and as a result of which such Party fails to perform any or all of its obligations under this Agreement, provided that such failure could not have been prevented or overcome by reasonable efforts on its part.
7.2. Сторона не буде вважатись такою, що порушує будь-яке із своїх зобов'язань за цим Договором, і не буде нести відповідальність за будь-яку затримку у виконанні або за невиконання будь-яких своїх зобов'язань за цим Договором, якщо таке виконання стає неможливим, зазнає перешкод або затримок внаслідок обставин Форс-Мажор.	7.2. A Party shall not be deemed to be in breach of any of its obligations under this Agreement and shall not be liable for any delay in performance or failure to perform any of its obligations under this Agreement if such performance is made impossible, impeded or delayed by Force Majeure circumstances.
7.3. Сторона, стосовно якої мають місце обставини, які перешкоджають їй виконувати свої зобов'язання за цим Договором, повинна негайно (але, у будь-якому випадку, не пізніше ніж через 3 (три) дні після того, як вона дізналась про виникнення, припинення таких обставин) повідомити іншу Сторону про початок або припинення таких обставин будь-якими припустимими засобами з наступним письмовим повідомленням. Повідомлення Сторони, що зазнала впливу Форс-Мажору, має містити посилання на конкретну обставину Форс-Мажору, яка настала, її тривалість та зобов'язання Сторони за цим Договором, які зазнали впливу. Сторона, що зазнала впливу Форс-Мажору має надати відповідні документальні	7.3. The Party in respect of which there are circumstances that prevent it from fulfilling its obligations under this Agreement shall immediately (but in any case not later than three (3) days after it has learned of the occurrence or termination of such circumstances) notify the other Party of the beginning or termination of such circumstances by any reasonable means with the following written notice. The notice of the Party affected by Force Majeure shall contain a reference to the specific circumstance of Force Majeure that has occurred, its duration and the obligations of the Party under this Agreement that have been affected. The Party affected by the Force Majeure shall provide appropriate documentary evidence,

докази, включаючи, але не обмежуючись, документ (сертифікат, довідку) Торгово-промислової палати України (або ТПП у відповідному регіоні), що підтверджує такий Форс-Мажор та його вплив на Сторону, або будь-які інші достатні та належні докази. Надання документу Торгово-промислової палати іншій Стороні повинно бути здійснено в розумні строки, що необхідні для його отримання від уповноваженого органу, але не пізніше 14 (чотирнадцяти) днів з дати виникнення таких обставин.	including, but not limited to, a document (certificate, reference) of the Ukrainian Chamber of Commerce and Industry (or the UCCI in the relevant region) confirming such Force Majeure and its impact on the Party, or any other sufficient and appropriate evidence. The provision of the document of the Chamber of Commerce and Industry to the other Party shall be made within a reasonable time necessary to receive it from the authorized body, but not later than 14 (fourteen) days from the date of occurrence of such circumstances.
7.4. Якщо Сторона, що посилається на дію обставин непереборної сили, не повідомила іншу Сторону про настання таких обставин або не надала достатніх доказів в порядку передбаченому цим Договором, така Сторона не звільняється від відповідальності за неналежне виконання своїх зобов'язань внаслідок дії обставин непереборної сили.	7.4. If the Party claiming force majeure fails to notify the other Party of the occurrence of such circumstances or fails to provide sufficient evidence in the manner prescribed by this Agreement, such Party shall not be released from liability for improper performance of its obligations due to force majeure.
8. ІНФОРМАЦІЯ І КОНФІДЕНЦІЙНІСТЬ	**8. INFORMATION AND CONFIDENTIALITY**
8.1. Сторони зобов'язуються під час строку дії Договору співпрацювати і надавати одна одній інформацію, яка об'єктивно є необхідною для виконання ними своїх обов'язків за цим Договором.	8.1. During the term of the Agreement, the Parties shall cooperate and provide each other with information that is objectively necessary for the performance of their obligations under this Agreement.
8.2. Будь-яка конфіденційна інформація, яка становить комерційну таємницю, в письмовій, усній або електронній формі, яку Сторона одержує від іншої Сторони за цим Договором вважаються конфіденційними ще протягом трирічного строку після закінчення строку або припинення цього Договору. Інформація не підлягає розкриттю особі, яка не є стороною цього Договору, або не визнана законодавством особою, яка має право на доступ до такої інформації, ані повністю, ані частково, Стороною, що одержує її відповідно до цього Договору (Одержуюча Сторона), без попередньої письмової згоди Сторони, що розкриває її відповідно до цього Договору (Розкриваюча Сторона).	8.2. Any confidential information constituting a trade secret in written, oral or electronic form that a Party receives from the other Party under this Agreement shall be considered confidential for another three years after the expiration or termination of this Agreement. The information shall not be disclosed to a person who is not a party to this Agreement or is not recognized by law as a person entitled to access such information, either in whole or in part, by the Party receiving it hereunder (the Receiving Party) without the prior written consent of the Party disclosing it hereunder (the Disclosing Party).
8.3. Одержуюча Сторона не зобов'язана отримувати попередню згоду від Розкриваючої Сторони для розкриття інформації, яка:	8.3. The Receiving Party is not obliged to obtain prior consent from the Disclosing Party to disclose information that:

(1) на час її розкриття за цим Договором або згодом стає загальнодоступною, крім випадків порушення цього Договору; (2) уже відома Одержуючій Стороні на час її одержання або придбання у Розкриваючої Сторони, або згодом самостійно розроблена Одержуючою Стороною; або (3) законно придбана в майбутньому Одержуючою Стороною, без обов'язку збереження таємниці, у особи, яка на законних підставах нею володіє, але не є стороною цього Договору.	(1) at the time of its disclosure under this Agreement or subsequently becomes publicly available, except in cases of breach of this Agreement; (2) is already known to the Receiving Party at the time it is received or acquired from the Disclosing Party, or is subsequently independently developed by the Receiving Party; or (3) legally acquired in the future by the Recipient Party, without the obligation to keep it confidential, from a person who legally owns it but is not a party to this Agreement.
8.4. Одержуюча Сторона не зобов'язана отримувати попередню згоду Розкриваючої Сторони для розкриття Інформації: (1) керівникам, посадовим особам і працівникам Одержуючої Сторони; (2) власникам (кінцевим бенефіціарам) такої Одержуючої Сторони; (3) особам, які надають професійні послуги такій Одержуючій Стороні (наприклад, аудитори, оцінювачі, експерти тощо); (4) розкриття якої необхідно або вимагається відповідно до будь-якого законодавчого, адміністративного, судового або іншого юридичного процесу, обов'язкового для Одержуючої Сторони; або (5) розкриття якої вимагається за правилами та положеннями будь-якої біржі, на якій зареєстровані акції Одержуючої Сторони або акції будь-якої з її афілійованих осіб, за умови що до здійснення розкриття такої Інформації Одержуюча Сторона узгодить з іншою Стороною і надасть такій Стороні проект розкриття інформації і причини розкриття такої інформації; за умови, що (i) будь-яке розкриття Інформації Одержуючою Стороною, крім випадків, передбачених у Статті 8.4 (4) і (5), повинне бути виправдане розумною необхідністю з боку будь-якої Особи, якій вона розкривається, (ii) у випадках, передбачених у Статті 8.4 (1), (2) і (3), Одержуюча Сторона зобов’язана докладати розумних зусиль для обмеження такого розголошення, і	8.4. The Receiving Party shall not be obliged to obtain the prior consent of the Disclosing Party to disclose the Information: (1) managers, officers and employees of the Receiving Party; (2) to the owners (ultimate beneficiaries) of such Recipient Party; (3) persons providing professional services to such Recipient Party (e.g., auditors, appraisers, experts, etc.); (4) the disclosure of which is necessary or required pursuant to any legislative, administrative, judicial or other legal process binding on the Receiving Party; or (5) the disclosure of which is required by the rules and regulations of any exchange on which the shares of the Recipient Party or shares of any of its affiliates are listed, provided that prior to disclosure of such Information, the Recipient Party shall agree with the other Party and provide such Party with a draft disclosure and reasons for disclosure of such information; provided that (i) any disclosure of Information by the Receiving Party, other than as provided in Section 8.4(4) and (5), must be justified by a reasonable need on the part of any Person, to which it is disclosed, (ii) in the cases provided for in Article 8.4(1), (2) and (3), the Receiving Party shall use reasonable efforts to limit such disclosure, and

(iii) від осіб, згаданих у Статті 8.4(3), така Сторона повинна вимагати дати зобов'язання в письмовій формі щодо збереження конфіденційності такої Інформації та за умови, що така Сторона докладе розумних зусиль для забезпечення дотримання таких зобов'язань.	(iii) from the persons referred to in Article 8.4(3), such Party shall be required to give undertakings in writing to maintain the confidentiality of such Information and provided that such Party shall use reasonable efforts to ensure compliance with such undertakings.
8.5. Сторони зобов’язуються проявляти увагу та ретельність з метою недопущення жодної прямої або непрямої пропозиції, сплати, підбурювання або згоди на отримання хабарів у будь-якій формі у зв’язку із цим Договором. Це зобов’язання поширюється на стосунки працівників та представників однієї Сторони із працівниками та представниками іншої Сторони або третіх осіб у зв’язку із цим Договором. Всі документи, підготовлені відповідно до або на підставі цього Договору, в тому числі рахунки-фактури, документи, що стосуються виставлення рахунків, повідомлення, звіти та фінансові розрахунки, повинні правдиво відображати факти стосовно діяльності та операцій, яких вони стосуються.	8.5. The Parties undertake to care and diligence to prevent any direct or indirect offer, payment, solicitation or consent to bribes in any form in connection with this Agreement. This obligation shall apply to the relations of employees and representatives of one Party with employees and representatives of the other Party or third parties in connection with this Agreement. All documents prepared pursuant to or on the basis of this Agreement, including invoices, billing documents, notices, reports and financial calculations, shall fairly reflect the facts concerning the activities and transactions to which they relate.
9. ПОРЯДОК ВИРІШЕННЯ СПОРІВ	**9. DISPUTE RESOLUTION PROCEDURE**
9.1. Цей Договір регулюється і тлумачиться виключно відповідно до чинного законодавства України.	9.1. This Agreement shall be governed by and construed exclusively in accordance with the current legislation of Ukraine.
9.2. Сторонами погоджено, що всі суперечності будуть вирішуватись шляхом переговорів. Якщо Сторони не можуть вирішити суперечку шляхом переговорів, таку суперечку буде передано на розгляд компетентного суду, який має відповідну юрисдикцію згідно з вимогами законодавства України.	9.2. The Parties agree that all disputes will be resolved through negotiations. If the Parties are unable to resolve the dispute through negotiations, such dispute shall be referred to a competent court having jurisdiction in accordance with the requirements of the legislation of Ukraine.
10. СТРОК ДІЇ ДОГОВОРУ ТА ІНШІ УМОВИ	**10. TERM OF THE AGREEMENT AND OTHER CONDITIONS**
10.1. Цей Договір публічно доводиться до відома усіх Замовників, шляхом його розміщення (оприлюднення) на офіційному вебсайті Виконавця.	10.1. This Agreement shall be publicly communicated to all Customers by posting (publishing) it on the official website of the Contractor.
10.2. Цей Договір набирає чинності з моменту підписання Замовником заяви про приєднання до нього, шляхом застосування електронних підписів, та діє до моменту припинення надання послуг АПД відповідно	10.2. This Agreement shall enter into force upon signing the Customer of the application for accession to it, by using electronic signatures, and shall be valid until the moment of termination of services in order to DTA

до Регламенту АПД. Підписання цього Договору Сторонами в паперовому вигляді не вимагається та не є обов'язковою умовою набрання ним чинності.	Regulations. The signing of this Agreement by the Parties in paper form is not required and is not a mandatory condition for its entry into force.
10.3. Виконавець самостійно та на виконання вимог чинного законодавства України визначає умови Договору. Виконавець самостійно має право змінити умови Договору з обов'язковим повідомленням про це Замовників на своєму вебсайті. У разі незгоди Замовника зі змінами, внесеними до Договору, такий Замовник має право розірвати Договір, згідно з порядком, викладеним в Договорі, протягом 7 (семи) календарних днів з дня, коли він дізнався чи міг дізнатися про внесені зміни до Договору, шляхом направлення чи особистого подання відповідної письмової заяви. Не розірвання Замовником Договору у вказаний строк та продовження користування Послугами свідчить про згоду Замовника зі змінами, внесеними до Договору.	10.3. The Contractor shall independently and in compliance with the requirements of the current legislation of Ukraine determine the terms of the Agreement. The Contractor shall have the right to change the terms and conditions of the Agreement on its own with the obligatory notification of the Customers on its website. If the Customer disagrees with the changes made to the Agreement, such Customer shall have the right to terminate the Agreement in accordance with the procedure set forth in the Agreement within 7 (seven) calendar days from the date when learned or could have learned about the changes made to the Agreement by sending or personally submitting a written application. Failure of the Customer to terminate the Agreement within the specified period and continued use of the Services shall constitute the Customer's consent to the amendments to the Agreement.
10.4. При внесенні змін до цього Договору, Виконавець розміщує повідомлення про такі зміни на своєму вебсайті не менше ніж за 5 (п'ять) календарних днів до вступу змін в силу, крім випадків, у яких Виконавець не зобов'язаний повідомляти Замовника про внесення змін. При цьому Виконавець гарантує та підтверджує, що розміщена на веб-сайті Виконавця поточна редакція тексту цього Договору є дійсною.	10.4. When making changes to this Agreement, the Contractor shall post a notice of such changes on its website at least five (5) calendar days before the changes come into force, except in cases where the Contractor is not obliged to notify the Customer of changes. In doing so, the Contractor warrants and confirms that the current version of the text of this Agreement posted on the Contractor's website is valid.
10.5. Виконавець має право припинити дію цього Договору в односторонньому порядку, попередивши шляхом розміщення оголошення про це на своєму веб-сайті.	10.5. The Contractor have the right to terminate this Agreement unilaterally by giving notice by posting an announcement on its website.
10.6. У випадку припинення дії цього Договору у порядку, передбаченому п. 10.5 Договору, Виконавець не звільняється від обов'язку надати Послуги всім Замовникам, які вже підписали заяви про приєднання та внесли оплату за Послуги, до відповідного оприлюднення повідомлення про припинення дії цього Договору.	10.6. In the event of termination of this Agreement in accordance with the procedure provided for in clause 10.5 of the Agreement, the Contractor shall not be relieved of the obligation to provide the Services to all Customers who have already signed applications for accession and paid for the Services, until the relevant notice of termination of this Agreement is published.

10.7 Сторони не мають права передавати свої права та обов'язки за Договором будь-якій третій особі без попередньої письмової згоди іншої Сторони.	10.7 The Parties shall not transfer their rights and obligations under the Agreement to any third party without the prior written consent of the other Party.
10.8. Сторони підтверджують, що вони є платниками податку на прибуток.	10.8. The Parties confirm that they are income tax payers.
11. РЕКВІЗИТИ ВИКОНАВЦЯ	**11. DETAILS OF THE CUSTOMER**
Товариство з обмеженою відповідальністю «Українська енергетична біржа» Ідентифікаційний код: 37027819 Місцезнаходження: 01001, м. Київ, вул. Хрещатик, буд. 44 Реквізити: ІПН: 370278126594 АТ "Укрексімбанк" IBAN UA933223130000026000000051993	Ukrainian Energy Exchange Limited Liability Company Identification code: 37027819 Location: 01001, Kyiv, 44 Khreschatyk str., Bank details: ITN:370278126594 THE STATE EXPORT-IMPORT BANK OF UKRAINE JSC KIEV UA POLTAVA BRANCH, 1/65, SYMONA PETLIURY STR., POLTAVA IBAN UA933223130000026000000051993 SWIFT: EXBSUAUXXXX Correspondent Bank: DEUTSCHE BANK AG FRANKFURT AM MAIN SWIFT: DEUTDEFF ACC: 100949876710