APPROVED
by the Resolution of the Exchange Committee
of the Ukrainian Energy Exchange Limited Liability Company
Minutes of the Exchange Committee Meeting
No. 2207 dd. August 21, 2026

Enters into force on August 24, 2026

TEMPORARY REGULATIONS

on the organization of the pilot project for the use of the single account system in exchange trading for the sale of untreated timber/firewood on the commodity exchange – Ukrainian Energy Exchange Limited Liability Company

(new edition)

Kyiv 2026

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1. General provisions

1.1. Temporary Regulations on the organization of the pilot project for the use of the single account system in exchange trading for the sale of untreated timber/firewood on the Commodity Exchange –Ukrainian Energy Exchange Limited Liability Company (new edition) (hereinafter – the Temporary Regulations) defines the specific procedure for organizing and conducting exchange trading (electronic auctions) in the Electronic Auctions for the Sale of untreated timber/firewood section by the direction “Untreated timber and lumber”. In particular, it outlines the submission of purchase applications by auction participants and the payment of required fees (if established), the execution of exchange operations, and the conclusion/performance of exchange contracts (purchase and sale agreements for untreated timber/firewood concluded as a result of exchange trading) within the framework of the pilot project for the use of the single account system in exchange trading for the sale of untreated timber/firewood (hereinafter – the Pilot Project).

1.2. Requirements to the Trading Participants for participation in the Pilot Project, peculiarities of the procedure for organizing and conducting exchange trading within the Pilot Project, participation therein shall be determined by this Temporary Regulations, as well as by the internal documents of the Clearing Institution.

1.3. Exchange trading participant admitted by Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange) to trading in accordance with this Temporary Regulations confirms that it is familiarized with this Temporary Regulations, recognizes and undertakes to comply with it.

1.4. This Temporary Regulations and amendments thereto shall be approved by the decision of the Exchange Committee of Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange Committee) and shall be binding upon all trading participants who have joined it in accordance with the procedure specified in clause 2.2 hereof. 2.2 of the Temporary Regulations, employees of the Exchange, agents and persons admitted to trading on the Exchange with due regard to the peculiarities specified in this Temporary Regulations. Temporary Regulations, amendments and supplements thereto shall come into force from the moment of their publication on the Exchange's website, unless otherwise determined by the Exchange Committee.

1.5. All Annexes to this Temporary Regulations expressly referred to herein are an integral part of this Regulations and are incorporated herein.

1.6. Temporary Regulations are a fixed-term document that is valid for the duration of the implementation of the Pilot Project for the use of a single account system in exchange trading for the sale of untreated timber/firewood, until a separate decision is made by the Exchange Committee.

1.7. For the purposes of this Temporary Regulations, the Clearing Institution - Ukrainian Clearing House Limited Liability Company, which, on the basis of a license issued by the National Securities and Stock Market Commission (hereinafter - the NSSMC), carries out professional activities in the capital markets - clearing activities for determination of obligations (Resolution of the NSSMC No.

34/21/1512/K01 dd. 04.12.2024), and in accordance with the clearing agreement concluded with the Exchange and the clearing service agreement concluded with the trading participant (clearing member), provides clearing services, including clearing of rights and obligations of trading participants (clearing members) that arose (will arise) in connection with the conclusion (execution) of exchange transactions/exchange contracts on the Exchange by the trading participant (clearing member).

Other terms shall have the meanings given to them in accordance with the current legislation of Ukraine, internal documents of the Exchange and the Clearing Institution.

1.8. Within the Pilot Project, only auctions for the sale of untreated timber/firewood can be held in the Exchange's ETS, with an exception of:

- general (quarterly) auctions for the sale of untreated timber (namely: untreated timber used in plywood production (species: alder and birch));

- general (quarterly) auctions for the sale of untreated timber of oak species, quality classes A, B.

1.9. Exchange on its official website in the tab: “Pilot Project of the Single Account System Application” shall publish information on which sellers may initiate and conduct auctions for the sale of untreated timber/firewood using the single account system in accordance with this Temporary Regulations. Information on the intention of the initiator of the auction for the sale of untreated timber/firewood to organize and conduct an auction by the Exchange using the single account system shall be indicated in the auction application.

1.10. In cases not provided for by this Temporary Regulations, the norms of the Regulations on the organization and conduct of exchange trading in the purchase and sale of untreated timber and lumber on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the General Regulations) shall apply.

2. Procedure for admission of participants to exchange trading in the sale of untreated timber/firewood using the single account system

2.1. Admission to exchange trading for the sale of untreated timber/firewood using the single account system shall be granted by the Exchange exclusively to trading participants accredited on the Exchange in the direction of “Untreated timber and lumber” in accordance with the procedure established by the General Regulations, taking into account the cases provided for in p. 3.17. of this Temporary Regulations.

2.2. Exchange trading participants who intend to sell/purchase untreated timber/firewood in auctions using the single account system shall submit to the Exchange an application for accession to the Temporary Regulations (hereinafter - the Application for Accession) in the form in accordance with Appendix No. 1 of this Temporary Regulations.

2.2.1. The application for accession shall be submitted to the Exchange:

- by trading participants - buyers using the Exchange's ETS with the obligatory imposition of the electronic signature of the trading participant's broker;

- by trading participants - sellers in electronic form to the Exchange's e-mail address: docs@ueex.com.ua with the obligatory imposition of the electronic signature of the trading participant's broker.

3. Procedure for submitting auction applications, purchase and sale applications in untreated timber/firewood auctions within the framework of the Pilot Project for the Application of the Single Account System

3.1. Exchange shall organize and conduct exchange trading for the sale of untreated timber/firewood using the single account system in accordance with the procedure established by the General Regulations, taking into account the specifics established by this Temporary Regulations.

3.2. To initiate an auction for the sale of untreated timber/firewood, an auction participant (seller) shall submit an auction application to the Exchange.

3.3. In the auction application, the initiator of the auction shall provide the following information:

1) type of auction (general/quarterly/additional);

2) on holding an auction using the single account system;

3) on holding an auction using the Dutch auction technology (if initiated by the auction initiator);

4) about the exchange commodity that is initiated for sale, namely: untreated timber/firewood.

3.4. An auction application shall be submitted via ETS and signed by the auction initiator's broker by applying an electronic signature. The auction application shall be deemed submitted from the moment of its signing.

3.5. Exchange shall verify the auction bids submitted, register or refuse to register them in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Rules) and the General Rules and notify the auction initiator who submitted such an application by means of the ETS (in case of refusal to register the auction bid - with the reasons thereof); information on the auction bids submitted by the bidders shall be entered into the register of bidders' applications in accordance with the Exchange Rules.

3.6. When registering an application for an auction, Exchange shall set the date, time, and number of the auction in the ETS and notify the auction initiator, as well as potential bidders (sellers) harvesting untreated timber/firewood within the same region as the initiator of such auction, of the possibility of submitting bids for sale.

3.7. Sale order shall be submitted by means of ETS and signed by the auction participant's (seller's) broker by means of electronic signature not later than 5 (five) calendar days before the auction date (excluding the date of submission of the auction order and the auction date). The auction bid shall be deemed submitted from the moment it is signed. **Exchange closes acceptance of sale orders at 23:59 five (5) calendar days prior to the auction date.**

3.7.1. In case of repeated offering of unsold lots based on the results of an auction for the sale of untreated timber/firewood, within 5 (five) calendar days after such auction, at a different starting price (different from the starting price of the auction at which these lots were not sold), the bidder (seller) shall submit to the Exchange an application for sale no later than 3 (three) calendar days before the date of the additional auction (excluding the date of submission of the application for the auction and the date of the auction). **Exchange closes acceptance of sale orders at 23:59 three (3) calendar days prior to the auction date.**

3.8. The application for sale shall specify, in particular:

- list of lots of untreated timber broken down by assortments, species, and quality classes in accordance with national standards / list of lots of firewood broken down by use, species (groups of species), geometric dimensions, etc. in accordance with national standards and/or technical conditions, as well as for each lot:

- volume of the batch of untreated timber/firewood;

- composition of the batch of untreated timber/firewood: upper, lower, intermediate;

- the starting price per cubic meter of untreated timber/firewood, taking into account the composition of the untreated timber/wood (the price is determined in the national currency of Ukraine). The starting price per cubic meter of untreated timber/firewood may be indicated both inclusive of VAT and exclusive of VAT, and a corresponding record shall be made;

- number, date and time of the exchange trading;

- the period during which the supply of untreated timber/firewood will be carried out;

- other information required for conducting exchange trading as defined by the Exchange's internal documents.

3.9. Exchange shall check the submitted sell orders, register or refuse to register them in accordance with the Exchange Rules and the General Rules and notify the participant who submitted such order by means of the ETS (in case of refusal to register the sell order - with the reasons thereof); information on the sell orders submitted by the trading participants shall be entered into the register of orders of the trading participants in accordance with the Exchange Rules.

3.10. An auction application may be changed by the auction participant (seller) only to reduce the volume of untreated timber/firewood for sale, which is determined by the number of lots.

3.11. A bid for sale may be amended/withdrawn by the auction participant (seller) no later than 23:59 one (1) business day prior to the auction date by submitting a corresponding application signed by the electronic trading system (ETS) with the electronic signature of the auction participant's (seller's) broker.

3.12. Trading participants who have expressed an intention to participate as buyers in sales auctions held by the Exchange within the framework of the Pilot Project for the Application of the Single Account System shall not submit relevant purchase orders before the start of exchange trading, but shall submit price offers (bids) via the ETS during trading, the information on which shall be entered into the register of orders of trading participants as information on purchase orders in accordance with the procedure set forth in Section 9 of the General Regulations.

3.13. Price offers (bids), the information on which is entered into the register of orders of the trading participants as information on purchase orders, may be submitted by the participants during trading if the amount of available cash balance for use in exchange trading on the Exchange on the clearing account of the trading participant (clearing participant with the Clearing Institution) allows covering the amount of the relevant guarantee fee as a means of ensuring fulfillment of obligations under the concluded exchange transaction (conclusion of the exchange agreement) and payment of the Exchange's commission fee). Such guarantee fee (if set by the Clearing Institution) shall be calculated based on the guarantee fee rate approved by the Clearing Institution multiplied by the size of the trading participant's price offer (bid).

3.13.1. When trading participant submits price offers (bids) during an auction, an operation is carried out to block the corresponding amount of the guarantee fee as a means of ensuring the fulfillment of obligations under the concluded exchange agreement (conclusion of exchange agreement) and payment of the Exchange's commission fee.

3.14. Guarantee fee funds of trading participant (buyer) who was not determined as the winner, blocked at the price offers (rates) submitted by him during the trades, are unblocked at the stage of completion of all trades held on the Exchange in the direction of "Untreated timber and lumber" during the relevant trading day, on which exchange trades were held with the participation of such a participant, which leads to an increase in the available balance of the guarantee fee of the trading participant (clearing participant in the Clearing Institution) for use within the framework of the Pilot Project for use in exchange trading on the Exchange.

3.15. Information on the available balance of funds of trading participants (clearing participants in the Clearing Institution) for use in exchange trading on the Exchange is transmitted to the Exchange by the Clearing House.

3.16. Announcement of an auction for the sale of untreated timber / firewood, which is posted on the Exchange website, must contain, in particular:

1) information about the auction using the single account system;

2) information provided for in clauses 3.3 and 3.8 of this Temporary Regulations;

3) auction step;

4) information on the guarantee fee(s) that is/are subject to recalculation, including the type, rate (procedure for determining it), procedure and term for recalculation of the guarantee fee(s) (if it is/are established by the Clearing Institution);

5) amount, procedure and terms of payment of the data processing fee (not specified in the event that the Exchange Committee of the Exchange decides to cancel the payment of the data processing fee);

6) information about the agent(s) involved in organizing this auction (if any);

7) other information necessary for conducting exchange trading, determined by the internal documents of the Exchange.

3.17. Exchange does not allow participant (buyer) to participate in the auction for the sale of untreated timber/firewood in the event of:

- absence (non-acquisition/termination/suspension) of the status of a clearing participant in the Clearing Institution by the trading participant;

- insufficient/absence of the required amount of funds in the clearing account of the clearing participant at the Clearing Institution within the available balance of the guarantee fee for use in exchange trading on the Exchange, which allows covering the amount of the guarantee fee as a means of ensuring the fulfillment of obligations arising from the participant in connection with his participation in trading, established by the Clearing Institution (if established);

- provision of incomplete and/or inaccurate information to the Exchange;

- in case of suspicions and/or reasonable grounds to believe that documents/information regarding the trading participant/representative of the bidder (manager - for legal entities/person exercising the powers of a broker) at the disposal of the Exchange are invalid, invalid and/or have lost their relevance, which is the basis for conducting due diligence measures, in particular re-identification and verification of the bidder/representative of the bidder in compliance with the requirements of the Law of Ukraine "On Prevention and Counteraction to the Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction";

- Exchange imposes sanctions on such a trading participant in the event of his violation of the requirements of Exchange Rules, General Regulations and/or other internal documents of the Exchange and/or failure to fulfill (improper fulfillment) of his obligations under the concluded exchange agreements/exchange contracts;

- availability of debt under Exchange, including for payment of commission fee, and/or to the agent for payment of remuneration to such agent;

- termination of membership in the Exchange;

- detection by the Exchange of other violations of the provisions of this Temporary Regulations, General Regulations and/or other internal documents of the Exchange.

4. Peculiarities of conducting auctions for the sale of untreated timber/firewood within the framework of the Pilot Project for the Application of the Single Account System

4.1. Prior to the auction, participants shall be registered in the Exchange's ETS. Only bidders who have fulfilled all the requirements set forth in the General Rules and these Temporary Rules shall be admitted to the auction.

4.2. During the auction, the value of the lot changes according to the auction step. The number of auction steps is not limited. Prices at the auction are formed freely based on supply and demand.

4.3. Trading participants submitting an auction order, a sale order, a purchase order shall agree to the terms and conditions of participation in such auction, certify unconditional consent to the processing of their personal data, compliance with the General Regulations, this Temporary Regulations and confirm the legal significance of their actions during participation in the auction, in particular actions performed in the Exchange's ETS and using the Exchange's ETS, as well as their consequences.

4.4. The process of the auction for the sale of untreated timber/firewood, which is conducted using the single account system, is divided into three periods:

1) Pre-auction period. The pre-auction period includes the following: submission by the initiator of the auction (seller) of an application for holding an auction for the sale of untreated timber/firewood; submission by the participant(s) of the seller(s) of the application(s) for sale and publication of the auction announcement.

2) Trading period. Trading period starts on the date specified in the auction announcement and ends with the determination of the winner of the auction for the sale of untreated timber/firewood.

During the auction for the sale of untreated timber/firewood, the auction participant (buyer) has the right to bid on the relevant lot by increasing the price offer (rate) in accordance with the auction step.

Auction for the sale of untreated timber/firewood shall be deemed completed within the time limit set by the Exchange's ETS, with the last change in price offers (rates) and the participant who made such changes recorded. The winner of the respective lot shall be the participant who offered the highest price for it and whose price offer (rate) was recorded during the auction (subject to compliance with other criteria, if any, specified by the seller in the auction application/sale application).

3) Post-trading period. Post-trading period begins after the winner of the auction for the sale of untreated timber/firewood is determined and includes the signing by the Exchange of the exchange (auction) certificate, its placement in the personal accounts of the trading participants (parties of the exchange transaction) in the Exchange's ETS and the conclusion by the Parties of Exchange agreement for the purchase and sale of untreated timber/firewood (exchange agreement) in a standard form approved by the Exchange and forming Appendix No. 2 to this Temporary Regulations, by signing the formed contract in the Exchange's ETS with electronic signatures of authorized persons (QES or UES).

4.5. From the moment the ETS of the Exchange determines the winner of the respective lot, it is considered that the seller and the buyer have reached an agreement on all essential terms of the transaction, and the parties are responsible for the further execution of the concluded exchange transaction.

4.6. Procedure for issuing (sending) exchange (auction) certificates and entering into an exchange transaction or a contract for the sale of untreated timber/firewood is determined by the General Regulations, taking into account the provisions of this Temporary Regulations.

5. Guarantee fee and data processing fee

5.1. To ensure the fulfillment of obligations arising from a trading participant's participation in exchange trading under the Pilot Project, the Clearing Institution may set a guarantee fee.

Types of guarantee fees, subject composition of guarantee fee payers, their size (rate), term (term), procedure for transfer, operations for blocking/unblocking the guarantee fee, procedure (conditions) for its return/distribution (transfer)/withholding, other issues related to the establishment, management and use of the guarantee fee are determined by the internal document of the Clearing Institution, which establishes the procedure for conducting clearing activities in the direction (commodity market) "Untreated timber and lumber", Rates (sizes) of the guarantee fee (margin) of the clearing institution - Ukrainian Clearing House Limited Liability Company, which are published on its official website: https://www.uaclearing.com.ua/ .

5.2. In the event that a trading participant fails to transfer the guarantee fee as security for the fulfillment of obligations under the contract of purchase and sale of untreated timber/firewood (if established by the Clearing House), such contract of purchase and sale of untreated timber/firewood concluded based on the results of exchange trading (if concluded), the relevant exchange agreement(s), the results of exchange trading on the basis of which such exchange agreement(s) were concluded, as well as the formed and signed exchange (auction) certificate shall be canceled, of which the Exchange shall notify the relevant parties to the exchange agreement(s).

5.3. Based on the results of participation in the auction for the sale of untreated timber/firewood within the framework of the Pilot Project (submission of price offers (bids) during the auction, information about which is entered in the register of applications as information on purchase

applications), the participant (buyer) after the end of the auction pays a fee for data processing to the account of the Exchange or the agent, if the latter is involved by the Exchange in organizing and conducting the auction.

The data processing fee is fixed and is paid for participation in a trading session (and in the case of participation in a Dutch auction - it is paid once for participation in both trading sessions during which such a Dutch auction is held) regardless of the number of auctions in which the buyer participated, in the amount in accordance with the Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Tariffs), based on the invoice issued, which is generated in the ETS of the Exchange.

The data processing fee is paid by the bidder (buyer) within 3 (three) business days from the date of the relevant auction for the sale of untreated timber/firewood within the framework of the Pilot Project.

Payment of the data processing fee is made by the participant of the sales auction (buyer) in the national currency of Ukraine (does not apply in the event that the Exchange Committee of the Exchange decides to cancel the payment of the data processing fee).

6. Settlement procedure. Commission fee of the Exchange

6.1. For organizing and conducting an auction for the sale of untreated timber/firewood, the Exchange shall charge a commission fee from the bidding participant - buyer (the winner of the auction in the sale auction, for auctions for the sale of firewood exclusively from the buyer - resident of Ukraine) in the amount established by the decision of the Exchange's Exchange Committee and specified in the Exchange's Tariffs. The amount of the Exchange's commission fee shall include VAT.

6.2. Exchange's commission fee for organizing and conducting an auction for the sale of untreated timber/firewood within the Pilot Project shall be deducted by the Clearing Institution from the amount of the guarantee fee of the bidding participant (clearing member in the Clearing Institution) - buyer (winner of the auction in the sale auction, for auctions for the sale of firewood exclusively from the buyer - resident of Ukraine) and transferred to the Exchange no later than the seventh business day from the date of the auction.

6.3. The procedure for processing, sending and accepting primary documents of the Exchange, as a provider of services to trading participants in accordance with the terms of the Temporary Regulations, is determined by the General Regulations.

Chairman of the Exchange Committee Oleksii DUBOVSKYI

Annex № 1
to the Temporary Regulations on the organization of a pilot project for the application of a single account system in exchange trading for the sale of untreated timber/firewood on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Application for accession
to the Temporary Regulations on the organization of a pilot project for the application of a single account system in exchange trading for the sale of untreated timber/firewood on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Participant of exchange trading (auction) on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

_____,

(full name of the legal entity or full name of the individual entrepreneur)

EDRPOU/RNOKPP code _____,

in the person of the signatory - an authorized person and in accordance with the powers granted to such a person (according to the Charter, power of attorney, etc.)

(for a legal entity)

By signing this Application, accedes to the terms and conditions of the Temporary Regulations on the organization of a pilot project for the application of a single account system in exchange trading in the sale of untreated timber/firewood on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Temporary Regulations), which are posted on the Exchange's website at https://www.ueex.com.ua/, in the version effective as of the date of signing this Application for Accession, and all subsequent amendments approved in accordance with the established procedure, accepts all rights and obligations established in the Temporary Rules for the auction participant and undertakes to fulfill them properly.

We are responsible for the accuracy of the information provided.

«_____»_____20____

_____	_____	_____
(position for a legal entity)	(signature)	(Full name)

SEAL (if any)

Annex № 2
to the Temporary Regulations on the organization of a pilot project for the application of a single account system in exchange trading for the sale of untreated timber/firewood on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

TYPICAL FORM

Contract No. _____
for the purchase and sale of untreated timber

_____ «____» _____ 202_

_____ (hereinafter referred to as the Seller), represented by the undersigned - an authorized person and in accordance with the powers granted to such person (according to the Charter, power of attorney, etc.), on the one hand, and

_____ (hereinafter referred to as the Buyer), represented by the signatory - an authorized person and in accordance with the powers granted to such person (according to the Charter, power of attorney, extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, etc,

hereinafter collectively referred to as the Parties, and each individually as a Party, have entered into this Contract for the sale of untreated timber No. _____ dated " ____" _____ 202_ year (hereinafter referred to as the Contract) according to the exchange (auction) certificate №_____ from "____" _____ 202_ (exchange (auction) certificates №_____ from "____" _____ 202_ , formed on the basis of the concluded exchange transaction (exchange transactions) based on the results of exchange trading (auction (auctions)) for the sale of untreated timber No. (No.) _____, held on "____" _____ 202_ (hereinafter referred to as the Auction(s) for the sale of untreated timber, Auction (-s)) on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange) in accordance with the Regulations on the organization and conduct of exchange trading in the purchase and sale of untreated timber and lumber on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations), on the following:

1. CONTRACT SUBJECT

1.1. Based on the results of the Auction(s) for the sale of untreated timber on the basis of the concluded exchange transaction(s), Seller undertakes to transfer to the Buyer's ownership, and Buyer undertakes to accept the untreated timber sold during the Auction(s), which meets the terms of this Contract (hereinafter referred to as the Goods), and pay its value in accordance with the conditions specified in Section 4 of this Contract:

Lot No./Lot Item No.	Commodity (Products)	Structural subdivision of the Seller	Origin of wood	Breed	Quality class	Geometric dimensions of products		Warehouse of delivery (placement) of the Goods of the Seller's structural unit	Volume of the lot/ lot item (cubic meters)	Selling price per 1 cubic meter UAH/cubic meter (including VAT/excluding VAT)	Selling price (value) UAH/lot (including VAT/excluding VAT)
						Diameter (cm)	Length (m)				
								Total:	(total volume in cubic meters)		(total cost in UAH)

NOTES TO THE LOTS:

1.2. This Contract uses the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce "Incoterms" (as amended in 2020).

1.3. The ownership of the Goods under this Contract shall be transferred to the Buyer upon fulfillment of the delivery conditions in accordance with this Contract.

1.4. Seller confirms that at the time of sale of the Goods, it belongs to him on the right of ownership, is not subject to a ban on alienation, arrest, is not the subject of a pledge and is not otherwise a means of ensuring the fulfillment of obligations to any individuals or legal entities, government agencies and the state, and is not subject to any other encumbrance or restriction provided for by applicable law. If the Seller violates the requirements of this clause, the Seller shall be obliged to reimburse the costs incurred by the Buyer.

2. REQUIREMENTS FOR QUALITY AND MEASUREMENT OF PRODUCTS

2.1. In terms of quality, the Product shall comply with the following regulatory documents: DSTU EN 1316-1:2019 (EN 1316-1:2012, IDT); DSTU EN 1316-2:2022 (EN 1316-2:2012, IDT); DSTU EN 1927-1:2019 (EN 1927-1:2008, IDT); DSTU EN 1927-3:2018 (EN 1927-3:2008, IDT); DSTU EN 1927-2:2019 (EN 1927-2:2008; AC:2009, IDT); TU U 16. 1-00994207-002:2018; TU U 16.1-00994207-003:2018; TU U 16.1-00994207-005:2018 (2nd edition, 2021).

2.2. Dimensions of the Products shall be in accordance with: DSTU EN 1315:2022 (EN 1315:2010, IDT), TU U 16.1-00994207-005:2018 (2nd edition, 2021).

2.3. The Products shall comply with the requirements for acceptance, labeling, transportation, accounting and storage: TU U 16.1-00994207-004:2018, TU U 16.1-00994207-005:2018 (2nd edition, 2021).

2.4. The Products shall comply with the requirements for measuring and calculating the volume: DSTU EN 1309-2:2022 (EN 1309-2:2006, IDT), TU U 16.1-00994207-005:2018 (2nd edition, 2021).

2.5. According to the requirements for determining the characteristic features of wood and methods of their measurement, the Goods shall comply with: DSTU EN 1309-3:2019

(EN 1309-3:2018, IDT); DSTU 2152-93; TU U 16.1-00994207-001:2018, TU U 16.1-00994207-005:2018 (2nd edition, 2021).

2.6. The estimated unit of measurement of the quantity of the Goods: 1 (one) cubic meter (cubic meter).

3. TERMS OF DELIVERY

3.1. Delivery date of the Goods under this Contract: from [_____year (*for agreements concluded as a result of general (quarterly) and additional auctions with delivery in the quarter following the quarter in which the auctions are held, the date of the first calendar day of the relevant delivery quarter is affixed)*] / from the date of conclusion of this contract (*affixed for agreements concluded as a result of additional auctions with delivery within the quarter in which the auctions are held*) to _____ year.

[from _____year *(for contracts concluded as a result of general (quarterly) and additional auctions, with delivery in the quarter following the quarter in which the auctions are held, the date of the first calendar day of the relevant delivery quarter is affixed) / from the date of conclusion of this Contract (affixed for contracts concluded as a result of additional auctions with delivery within the quarter in which the auctions are held)*, but not earlier than the date of payment by the Buyer to the account of the clearing institution - UKRAINIAN CLEARING HOUSE Limited Liability Company (EDRPOU code 45539058) (hereinafter referred to as the Clearing Institution) of the guarantee fee as a means of ensuring the fulfillment of obligations under this Contract (performance of the exchange agreement), by _____. *(This version of clause 3.1. of the Contract applies if the Party to the Contract is the Buyer, who, as of the date and time of the start of the Auction, announced using a risk-oriented approach to determining the amount of guarantee fees based on the counterparty risk assessment system, based on the results of the assessment (determination of the rating assessment (score))/reassessment of the counterparty risks carried out by the Clearing Institution in accordance with the Methodology for assessing counterparty risks based on the rating assessment in the direction (commodity market) "Untreated timber and lumber" of the clearing institution - UKRAINIAN CLEARING HOUSE Limited Liability Company (hereinafter referred to as the Methodology), is assigned to risk group E)*].

3.2. Delivery of the Products under this Contract shall be carried out on the terms FCA / EXW in separate parts (lots of the Products) in accordance with the Delivery Schedule formed and concluded in the electronic trading system of the Exchange in the form given in Appendix No. 1, which is an integral part of this Contract.

Delivery Schedule shall be signed in the electronic trading system of the Exchange by the authorized representatives of the Parties by means of electronic signatures within the period established by the Rules for conclusion of this Contract.

3.3. The Parties may mutually agree to deliver the Goods on terms other than those specified in this Contract, namely:

- to the place of destination (delivery) agreed by the Parties (DAP);

- to the railway terminal agreed upon by the Parties with loading onto railway wagons (FCA (Seller's bottom/intermediate warehouse)).

3.4. Seller shall notify the Buyer in writing of the readiness of the Products batch and send an invitation to select the Products batch (before the Products batch is shipped).

3.5. Buyer shall take the following actions no later than the next business day after receiving from the Seller a notification of the readiness of the Products batch for shipment and an invitation to select the Products batch:

- sends to the Seller a written confirmation of the arrival of its representative for the selection of the Goods (indicating the identity of the representative and his powers) or refusal to conduct such selection;

- the Buyer's representative, whose powers are confirmed by the relevant documents on representation, in case the Buyer sends a written confirmation of the representative's arrival for such selection, shall select the Products batch.

3.5.1. Based on the results of the selection of the Products (if any), the Parties shall draw up:

- Selection report in the form provided in Annex 2 to this Contract;

- Specification in the form given in Appendix 3 to this Contract.

Seller shall provide Buyer with an Invoice for prepayment of the Products ready for shipment. Selection Act and Specification intended for Exchange shall be sent by the Buyer to the Exchange's e-mail address no later than the next business day after their conclusion.

3.5.2. In cases when Buyer:

- refused to select a batch of Goods;

- has not responded in writing to the Seller's invitation to select a batch of Products within the period established by this clause,

An invoice for prepayment for a batch of Goods ready for shipment shall be issued by the Seller to the Buyer within 1 (one) business day from the date of sending the Buyer a notification of the readiness of the batch of Goods for shipment/an invitation to select the batch of Goods.

3.5.3. If the Buyer has provided the Seller with confirmation of the arrival of its representative for the selection of the batch of Products, but the Buyer's representative has not arrived for such selection, the Seller shall issue an invoice for the prepayment of the batch of Products ready for shipment to the Buyer no later than the next business day after the day on which such selection was to take place.

3.6. Notification of the readiness of a batch of Products for shipment / invitation to select a batch of Products sent by the Seller to the Buyer, response to the invitation to select a batch of Products sent by the Buyer to the Seller, and other notifications regarding the selection of a batch of Products sent by the Parties, invoice for prepayment of a batch of Products ready for shipment issued by the Seller to the Buyer, shall be sent by the respective Party to the Contract in writing in the form of a letter to the official e-mail address of the other Party specified in Section 11 hereof and/or by means of the Exchange's electronic trading system having the same legal force. The Party to the Contract may also additionally inform the other Party by telephone / in writing in the form of a letter to the location or postal address.

4. PRICE, PAYMENT TERMS AND PAYMENT PROCEDURE

4.1. The total cost of the Products, which is the subject of this Contract, is set in UAH in accordance with the terms of the exchange (auction) certificate No. ___ dated “___” _____ 202_ (exchange (auction) certificates №_____ from “ ____” _____ 202_) on the results of the Auction (Auctions) for the sale of untreated timber and amounts to UAH _____ (_____ UAH __ kopecks), including VAT. Changes in the value of the Goods are not allowed, unless the Parties have

agreed to change the terms of delivery of the Products in accordance with the procedure specified in clause 3.3. of this Contract.

4.2. Delivery tolerance (difference in volume) under this Contract may be +/- 10%. In case of delivery of a batch of Goods with a tolerance, the Parties shall adjust the payments for such batch of Goods within 3 (three) working days from the date of delivery of the batch of Goods: The Buyer shall pay extra or the Seller shall return the difference in the amount between the paid and actually delivered batch of the Goods. Such a deviation shall not constitute a breach of the Seller's obligations to deliver the agreed volume of the Goods.

4.3. The funds of the guarantee fee (minus the amount of the Exchange's commission fee) paid by the Buyer to the account of the clearing institution, (UKRAINIAN CLEARING HOUSE Limited Liability Company, identification code 45539058) as a means of ensuring the fulfillment of obligations under an exchange agreement (conclusion of an exchange agreement), as well as ensuring the payment of the commission fee based on the results of the Auction for the sale of untreated timber, are credited by the Seller as a partial payment for the Goods purchased by the Buyer at the Auction in the manner established by the internal document of the Clearing Institution - the Regulations for conducting clearing activities in the direction (commodity market) "Untreated timber and lumber" of the clearing institution UKRAINIAN CLEARING HOUSE Limited Liability Company (hereinafter referred to as the Regulations for clearing activities of the Clearing Institution).

4.3.1. The guarantee fee funds deposited by the Buyer to the Clearing Institution's account as a means of ensuring the fulfillment of obligations under this Agreement (performance of the exchange agreement) are unblocked/held/distributed by the Clearing Institution under the conditions, within the terms and in the manner specified in the Clearing Institution's Clearing Activity Regulations. (*When forming the Contract in the ETS Exchange, for its signing by the Parties, this sub-clause is included in the text of the Contract in the event that the Party to the Contract is the Buyer, who, as of the date and time of the start of the Auction, announced using a risk-oriented approach to determining the amount of guarantee contributions based on the counterparty risk assessment system, according to the results of the assessment (determination of the rating (score))/revaluation of the counterparty risks, carried out by the Clearing Institution in accordance with the Methodology, is assigned to risk group E*).

4.4. Invoice for payment for each batch of Products shall be sent by the Seller to the Buyer within the period and in the manner specified in clauses. 3.5.1, 3.5.2, 3.5.3 and clause 3.6 of this Contract, taking into account the Delivery Schedule signed by the Parties.

4.5. Within 5 (five) business days after receiving the invoice for payment for a batch of Products, the Buyer shall pay (on the terms of 100% prepayment) the cost of each batch of Products exclusively in non-cash form by transferring funds to the Seller's current account in the amount specified by the Seller in the invoice, taking into account the conditions established by clause 4.3. of the Contract, unless otherwise agreed by the Parties in accordance with clause 4.7. and subparagraph 4.7.1. of the Contract.

In case of delivery of a batch of Products under the DAP terms to the place of destination (delivery) agreed by the Parties, the Buyer shall additionally pay the Seller the documented cost of transportation services for the batch of Products, the cost of packaging details, quarantine and radiological certificates, etc.

In case of delivery of a consignment of Goods on FCA terms (the Seller's lower/intermediate warehouse) to the railway terminal agreed by the Parties with loading on railway wagons, the Buyer

shall additionally pay the Seller the documented cost of services for the transportation of the batch of Products to the place of shipment and the cost of services for loading on railway wagons.

4.6. In the event of non-receipt of funds to the Seller's account within 5 (five) business days after Seller sends the invoice (invoices) for payment of Products, Seller shall have the right to sell such a batch of Products at its discretion or withdraw from this Contract, and the amount of the guarantee fee shall not be refunded by the Seller, unless otherwise agreed by the Parties in accordance with clause 4.7. of the Contract. Seller shall notify the Buyer of the decision in writing in the form of a letter to the official e-mail address of the latter specified in Section 11 of this Contract and/or by means of the Exchange's electronic trading system, which have the same legal force.

Buyer loses the right to purchase an unpaid batch of Products in case Seller decides to sell such a batch of Products to a person other than the Buyer.

4.7. Parties may agree that the Buyer shall pay for the Products after delivery, but within a period not exceeding 10 (ten) business days from the date of delivery of the relevant Products.

4.7.1. In cases where this Contract provides for the supply of Goods procured in territories included in the List of territories where hostilities are (were) conducted or temporarily occupied by the russian federation, approved in accordance with the procedure established by the Cabinet of Ministers of Ukraine (in the absence of a date for the end (possibility of termination) of hostilities), or are geographically close (located within the same district of the same region) to such territories, and if the Buyer meets all the criteria set forth in subparagraphs 4.7.3 of this Contract, the Parties may agree that the Buyer shall pay for the batch of Goods after delivery, but within no more than 20 (twenty) business days from the date of delivery of the relevant batch of Goods.

4.7.2. A Buyer who meets all the criteria specified in subclauses 4.7.3 of the Contract may contact the Seller with a proposal to pay for the batch of Goods on deferred payment terms in accordance with subparagraph 4.7.1. of this Contract, with the mandatory provision to the Seller of all necessary supporting documents and a draft of the relevant additional agreement to the Contract regarding the change in payment terms.

4.7.3. The Seller agrees to pay for the batch of Goods on deferred payment terms in accordance with clause 4.7.1. of this Contract by signing a supplementary Contract to the Contract regarding changes to the payment terms, provided that there are sufficient documents to establish that the Buyer meets the following criteria:

- the location (place of registration (residence)) of the Buyer is the territory of active (possible) hostilities, which is included in the List of territories where hostilities are (were) conducted or temporarily occupied by the russian federation, approved in accordance with the procedure established by the Cabinet of Ministers of Ukraine (in the absence of a date of completion (possibility of termination) of hostilities) or is geographically close (located within the same district of the same region) to the above-mentioned territories, as confirmed by an extract from the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations;

- the period of state registration of the Buyer's location (place of registration (residence)) in the territory of active (possible) hostilities, which is included in the List of territories where hostilities are (were) conducted or temporarily occupied by the russian federation, approved in accordance with the procedure established by the Cabinet of Ministers of Ukraine (in the absence of a date of completion (possibility of termination) of hostilities) or territorially close (located within the same district of the same region) to the above-mentioned territories, is not less than 1 year, as confirmed by an extract from the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations;

- availability of production facilities for wood processing, office/warehouse premises, other assets sufficient for conducting the declared types of economic activity in the territory of active (possible) hostilities, which is included in the List of territories where (were conducted) combat operations or temporarily occupied by the russian federation, approved in accordance with the procedure established by the Cabinet of Ministers of Ukraine (in the absence of a date of completion (possibility of termination) of combat operations), or which is geographically close (located within the same district of the same region) to the above-mentioned territories. To confirm these circumstances, the Buyer shall provide a relevant document regarding the payment of personal income tax, other taxes, and fees at its location (place of residence) during the last calendar year, as well as other documents.

4.7.4. Changes to the terms of payment shall only be made by the Parties entering into a Supplementary Contract to this Contract.

4.8. Buyer shall pay bank charges related to the transfer of funds to the Seller for the purchased Products.

4.9. Seller shall not have the right to credit as payment for the Products under this Contract any other funds of the Buyer that were not received by him for the purpose of fulfilling this Contract.

5. TERMS OF ACCEPTANCE AND TRANSFER OF THE PRODUCTS

5.1. Acceptance and transfer of a batch of Products is carried out:

- under the terms FCA/ EXW. In case of amendments to this Contract, the acceptance and transfer of the Goods consignment is possible under DAP terms - to the place of destination (delivery) agreed by the Parties and under FCA terms (lower/intermediate warehouse of the Seller) - to the railway terminal agreed by the Parties with loading on railway wagons;

- for quality - in accordance with clause 2.1. of this Contract;

- by quantity - in accordance with the consignment notes or railway bills of lading and specifications thereto signed by an authorized person and sealed by the Seller.

In the event that the Parties find that a batch of Products does not meet the quality and/or quantity requirements, the Parties shall take the measures established by clause 5.5. of this Contract, which shall be the basis for replacing such Products with Products that will meet the quality requirements, or delivering the required quantity of Products in the manner prescribed by the legislation of Ukraine, including by determining by the Seller, with the consent of the Buyer, another structural unit from which the specified batch of Products will be delivered, as provided for by the Additional Agreement to this Contract.

5.2. Within 5 (five) business days, the Seller shall transfer the Products to the Buyer upon receipt of 100% prepayment for the Products to its account or ship the Products in accordance with the Delivery Schedule, subject to clause 4.7. and subparagraph 4.7.1. of the Contract. The Seller shall provide the Buyer with the following documents upon transfer of each consignment of the Products: a bill of lading (railway), an invoice for payment for the Products.

5.3. The date of transfer of the batch of Products by the Seller and acceptance of the batch of Products by the Buyer (delivery date) shall be the date of fulfillment by the Seller of its obligations to deliver in accordance with the delivery terms agreed by the Parties.

5.4. The risks of accidental destruction and accidental damage (deterioration) of the Products shall be transferred from the Seller to the Buyer in accordance with the terms of delivery specified in this Contract.

5.5. In the event that during the acceptance and transfer of the Products batch in accordance with the terms of delivery specified in this Contract, the Buyer finds that the quality of the Products batch does not meet the requirements of the regulatory documents specified in Section 2 of this Contract, the difference in the volume of the Products batch between the one actually provided by the Seller and the one specified in this Contract, the Delivery Schedule, and the consignment notes / railway waybills, The Parties shall draw up the Non-Conformity Act in 3 (three) copies, one for each of the Parties to the Contract and one copy for the Exchange, which shall be signed by the representatives of the Parties and sealed (if any), and shall also take photos and videos of the identified defects of the batch of Products. In case one of the Parties of the Contract refuses to sign the said Non-Conformity Act, the other Party shall indicate this in the Act.

5.6. Acceptance and transfer of a batch of Products shall be carried out in accordance with the requirements of applicable laws and regulations.

5.7. In case of impossibility of delivery of a batch of Products from the warehouse of the relevant structural unit of the Seller specified in clause 1.1. of the Contract, within the period (periods) specified in the Delivery Schedule, or if it is carried out in an amount less than that specified in the Delivery Schedule, the Seller, with the consent of the Buyer, may determine another structural unit from which the delivery/delivery of the Goods will be carried out, and the Parties shall conclude a corresponding Additional Agreement to this Contract.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Seller has the right to:

6.1.1. Timely receipt of funds for each batch of Goods in accordance with the terms of this Contract.

6.1.2. Timely export by the Buyer of the purchased batch of Goods in accordance with the Delivery Schedule.

6.1.3. Payment by the Buyer to the Seller of all penalties provided for in this Contract in connection with the Buyer's improper fulfillment of its obligations under this Contract.

6.2 Seller is obliged to:

6.2.1. Timely and in full, in accordance with the information specified in the exchange (auction) certificate (exchange (auction) certificates), the terms of this Contract, the Delivery Schedule and other Annexes to the Contract, transfer the batch of Products to the Buyer.

6.2.2. To provide the Buyer with the opportunity to receive a batch of Products if the Parties of the Contract have determined the delivery on EXW terms

6.2.3. Store the batch of Products from the moment of its actual payment by the Buyer until the moment of transfer to the latter within the terms stipulated by the Delivery Schedule.

6.2.4. In case of non-compliance of a batch of Products with the requirements for quality and/or quantity, by Contract of the Parties, replace the Products of inadequate quality or deliver them in the manner prescribed by clause 5.1. of this Contract.

6.2.5. In case of conclusion of an Additional Agreement (Agreements), in cases provided for by this Contract, send a copy of such Additional Agreement (Agreements) to the Exchange's email address: monitoring@ueex.com.ua no later than the next business day after its (their) conclusion.

6.2.6. Issue a tax invoice to the Buyer upon the first event (receipt of funds or shipment of the Goods), drawn up in accordance with the requirements of the Tax Code of Ukraine (if the Seller is a VAT payer).

6.2.7. Carry out proper and timely registration of tax invoices and/or adjustment calculations in compliance with the terms specified by the Tax Code of Ukraine (if the Seller is a VAT payer).

6.2.8. Be liable for violation of the terms of this Contract.

6.3. Buyer has the right to:

6.3.1. To require the Seller to fulfill its contractual obligations in a timely and high-quality manner.

6.3.2. Timely and full receipt of the Goods from the Seller in accordance with the terms of this Contract and the Delivery Schedule.

6.3.3. In case of non-compliance of a batch of Goods with the quality and/or quantity requirements, upon Contract of the Parties, require the Seller to replace the Goods of inadequate quality or deliver them in accordance with the procedure provided for in clause 5.1. of this Contract.

6.3.4. Payment by the Seller to the Buyer of all penalties provided for hereunder in connection with the improper fulfillment by the Seller of its obligations under this Contract.

6.4. Buyer is obliged:

6.4.1. Timely and in full pay the Seller the price of each batch of Goods in the amount and on the terms provided for in this Contract.

6.4.2. Timely and in full accept the batch of Goods from the Seller in accordance with the terms of this Contract and export such batch within the time limits specified in the Delivery Schedule.

6.4.3. Be liable for violation of the terms of this Contract.

7. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

7.1. Breach of the Contract shall be the failure to fulfill or improper fulfillment of the terms of this Contract.

7.2. In case of violation of the terms of the Contract, the Parties shall be liable as determined by this Contract, as well as the Rules of the Ukrainian Energy Exchange, the Regulations and the current legislation of Ukraine.

7.3. If, due to the Buyer's fault, the Products are not received by the Buyer within the time limits specified in accordance with the Delivery Schedule, the Seller shall not be liable for the quality of such Products.

7.4. In case of untimely or incomplete payment for a batch of Goods, including in case of payment for a batch of Products by the Buyer on the terms of deferred payment in accordance with clause 4.7 and subparagraph 4.7.1 hereof, the Buyer shall pay the Seller a penalty in the amount of double NBU discount rate of the amount owed for each day of such delay.

In case of non-receipt of funds to the Seller's account within 5 (five) business days after the Seller sends the invoice(s) for payment of the Goods, the Seller shall have the right to sell this batch of Goods at its sole discretion (in case the Buyer pays for the batch of Goods on a prepayment basis) or withdraw from this Contract, which does not exempt the latter from paying a penalty, and the amount of the guarantee fee shall not be refunded by Seller. Seller shall notify Buyer of the decision to withdraw from this Contract in writing in the form of a letter to the official e-mail address of the latter specified in Section 11 hereof and/or by means of the Exchange's electronic trading system, which have the same legal force.

7.5. In case of violation by the Seller of the terms of transfer of the Products batch by more than 10 (ten) working days, the Seller shall pay a penalty in favor of the Buyer in the amount of double NBU discount rate of the value of the batch of Products not transferred on time for each day of such delay.

7.6. If the Buyer pays for a batch of Products on the terms of deferred payment in accordance with clause 4.7 and subparagraph 4.7.1 of this Contract and if the Buyer violates the terms of export of the batch of Products specified in the Delivery Schedule by more than 10 (ten) working days, the Buyer shall pay a penalty in favor of the Seller in the amount of double NBU discount rate of the value of the batch of Products not exported on time for each day of such delay.

7.6.1. In the event of a delay in payment (full/partial) for a batch of Goods under the terms of deferred payment in accordance with clause 4.7 or subclause 4.7.1. of this Contract (failure to make such payment within the period specified in the relevant supplementary Contract to the Contract), the Seller shall have the right to suspend the delivery of subsequent batches of Goods specified in the Delivery Schedule, which shall not be considered a violation of the terms of transfer of the batch of Goods by the Seller and shall not be grounds for applying liability measures to the Seller.

The Seller shall notify the Buyer in writing no later than the next business day in the form of a letter sent to the Buyer's official email address specified in Section 11 of this Contract, as well as the Exchange by letter (in electronic form) or by sending a notification via the electronic service located on the Exchange's ETS, about the Buyer's violation of its rights, with the mandatory provision of documents confirming the violation in accordance with the Exchange's internal document establishing the procedure for applying sanctions to trading participants. The basis for the Seller to resume the supply of subsequent batches of the Goods in accordance with the Delivery Schedule is the full repayment by the Buyer of the debt for the Goods delivered in accordance with the terms of the Contract.

7.6.2. In the event of a delay in payment (full/partial) for a batch of Goods under the terms of deferred payment in accordance with clause 4.7 or subclause 4.7.1. of this Contract (failure to make such payment within the period specified in the relevant supplementary Contract to the Contract), the Buyer shall lose the right to pay for subsequent batches of Goods on the terms of deferred payment in accordance with clause 4.7 or subclause 4.7.1. of this Contract and shall be obliged to pay for each subsequent batch of Goods on the general terms specified in clause 4.5 of this Contract, and the supplementary Contract concluded in accordance with clause 4.7 or sub-

clause 4.7.1. of this Contract regarding changes to the terms of payment shall automatically become invalid from the date of the occurrence of the delay in payment (full/partial) for the batch of Goods (i.e., on the next calendar day after the expiration of the deadline for payment for the batch of Goods specified in such additional agreement).

7.7. In case of violation by the Seller of the terms of transfer of the Products specified in clause 5.2. of this Contract, for more than 10 (ten) working days, the Buyer has the right to refuse this batch of Products and demand a refund of the prepayment, including the amount of the guarantee fee (part of the guarantee fee), which was transferred as payment for this batch of Products, or to withdraw from this Contract and demand a refund of the advance payment, including the amount of the guarantee fee (part of the guarantee fee), if this amount was not taken into account when paying for the Goods received by the Buyer in accordance with the terms of this Contract. The Buyer shall notify the Seller of the decision in writing in the form of a letter to the official e-mail address of the latter specified in Section 11 hereof.

7.8. In case of violation by the Buyer of the terms of export of a batch of Products from the Seller's warehouse, determined by the Delivery Schedule, for more than 10 (ten) working days, the Seller shall have the right to sell this batch of Products at its discretion, and the amount of prepayment for the batch of Products and the amount of the guarantee fee (part of the guarantee fee), which was credited as payment for this batch of Products, shall not be refunded by the Seller, or to withdraw from this Contract, in this case, the amount of prepayment for a batch of Products and the amount of the guarantee fee (part of the guarantee fee), if this amount was not taken into account when paying for the batches of Products received by the Buyer in accordance with the terms of this Contract, shall not be refunded by the Seller. Seller shall notify Buyer of the decision in writing in the form of a letter to the official e-mail address of the latter specified in section 11 of this Contract.

7.9. In case of absence of registration, untimely registration (i.e., missing the deadlines stipulated by the Tax Code of Ukraine) by the Seller (if the Seller is a VAT payer) of the tax invoice in the Unified Register of Tax Invoices or improper execution thereof, as a result of which the Buyer will not receive a tax credit or the Buyer will lose the right to a tax credit, Seller shall reimburse the Buyer for the amount of VAT paid by the Buyer as part of the payment for the Products and penalties charged to the Buyer by the tax authority or independently charged by the Buyer when making adjustments to the register of tax invoices, as well as forfeit, losses incurred by the Buyer within 5 (five) business days from the date of receipt of the relevant request from the Buyer sent by registered mail with notification or e-mail to the official address of the Seller specified in Section 11 hereof.

The liability stipulated by this clause of the Contract shall not apply to the Seller if the absence of registration / untimely registration of the tax invoice arose through no fault of the Seller, including in the event that the state tax authorities decide to suspend the registration or refuse to register the tax invoice / calculation of adjustments to the tax invoice of the Seller, provided that the Seller takes measures to appeal such decisions provided for by the current legislation of Ukraine.

7.10. The accrual of penalties under this Contract shall be terminated upon full fulfillment of its obligations by the Party that has violated the terms of this Contract / or from the 10th business day from the date of sending a letter by one of the Parties to the official e-mail address of the other Party specified in Section 11 of this Contract on the decision to sell a batch of Products to a person other than the Buyer / refusal to purchase a batch of Products / withdrawal from this Contract.

7.11. In the event of any disputes between the Parties regarding the performance of this Contract, if the Parties cannot reach a mutual Contract and disputes and disContracts cannot be

resolved through negotiations, they shall be resolved in a judicial procedure established by the current legislation of Ukraine, subject to the rules of jurisdiction.

7.12. Exchange may impose sanctions on the Participant that has violated the requirements of the Rules of the Ukrainian Energy Exchange Limited Liability Company and/or the Regulations and/or other internal documents of the Exchange and/or has not fulfilled (improperly fulfilled) its obligations under the concluded exchange transaction(s) and/or this Contract.

The Party of the Contract to which the sanction is applied shall have the right to apply to the court for cancellation of the relevant Decision of the Exchange Committee of the Exchange on application of the sanction, provided that measures are taken to appeal such decision in accordance with the procedure established by the internal documents of the Exchange.

8. FORCE MAJEURE CIRCUMSTANCES

8.1. The Party shall be released from liability for full or partial violation of the terms of this Contract, as defined by this Contract and/or the current legislation of Ukraine, if it proves that the proper fulfillment of the obligation was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions of economic activity, provided that their occurrence was certified in accordance with the procedure established by this Contract.

8.2. In this Contract, force majeure means any extraordinary events external to the Parties that have arisen without the fault of the Parties, against their will or contrary to the wishes of the Parties, and which cannot be foreseen with the use of ordinary measures and cannot be prevented (avoided) with all care and diligence, in particular, but not exclusively force majeure circumstances, the list of which is determined by the current legislation of Ukraine.

8.3. The occurrence of force majeure must be certified by the competent authority and in accordance with the procedure established by the current legislation of Ukraine.

8.4. The following circumstances shall not be considered force majeure: military aggression of the Russian Federation against Ukraine, which became the basis for the introduction of martial law in Ukraine, as certified by the letter of the Ukrainian Chamber of Commerce and Industry No. 2024/02.0-7.1 dated 28.02. 2022, without indicating the direct impact of such force majeure circumstances on the fulfillment of the Party's obligations under the Contract in accordance with Article 617 of the Civil Code of Ukraine, as well as breach of obligations by the Party's counterparties under the Contract, lack of goods required for fulfillment of the obligation on the market, lack of necessary funds of the debtor, etc.

8.5. Upon the commencement of force majeure, the Party concerned shall promptly, but not later than within five (5) calendar days from the date of their occurrence, taking into account the capabilities of technical means of instant communication and the nature of the existing obstacles, notify the other Party of the existence of force majeure and its impact on the possibility of fulfilling this Contract. Violation of the terms of notification of the other Party of the occurrence of force majeure shall deprive the respective Party of the right to refer to force majeure as a ground for exemption from liability for improper fulfillment of the terms of this Contract.

8.6. If the force majeure circumstances last for more than thirty (30) consecutive calendar days, the Parties shall have the right to terminate this Contract unilaterally. In this case, the losses caused by the termination of the Contract shall not be reimbursed and no penalties shall be paid.

8.7. Force majeure circumstances do not have a prejudicial (pre-established) character and, upon their occurrence, a party must prove that these circumstances were force majeure for the particular case of fulfillment of the obligation.

9. ANTI-CORRUPTION CLAUSE

9.1. During the performance of their obligations under this Contract, the Parties, their representatives, employees or intermediaries shall not pay, offer to pay or authorize the payment of any funds or transfer of valuables directly or indirectly to any persons to influence the actions or decisions of such persons in order to obtain unlawful advantages or for other unlawful purposes.

9.2. In the course of performance of their obligations under this Contract, the Parties, their representatives, employees or intermediaries shall not perform actions qualified by the legislation of Ukraine as an offer or promise of a bribe (unlawful benefit), provision of such benefit or request for it, receipt of unlawful benefit, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts on combating the legalization (laundering) of proceeds from crime.

9.3. Parties of this Contract recognize the implementation of procedures for the prevention of corruption and monitor their compliance. The Parties shall make efforts to minimize the risks of business relations with users who may be involved in corrupt activities, and shall assist each other in taking measures to prevent corruption. The Parties shall ensure the implementation of inspection procedures to prevent the risks of involvement of the Parties in corruption activities.

9.4. In case a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the Party shall notify the other Party in writing. Upon written notification, the respective Party shall have the right to suspend the performance of its obligations under this Contract until it receives confirmation that the violation has not occurred or will not occur. In the written notice, the Party shall indicate the facts or provide materials that reliably confirm or give reason to assume, that there has been or may be a violation of any provisions of the anti-corruption terms and conditions by the Parties, their representatives, employees or intermediaries, which is expressed in actions that are qualified by the legislation of Ukraine as an offer or promise to provide a bribe (unlawful benefit), providing such benefit or requesting it, obtaining unlawful benefit, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts on combating the legalization (laundering) of proceeds from crime.

9.5. Each of the Parties to this Contract shall refuse to stimulate the employees of the other Party in any way, including by providing funds, gifts, free performance of work (services) for them and other methods not specified in this clause, which puts the employee in a certain dependence, and aimed at ensuring that this employee performs any actions in favor of the stimulating Party.

9.6. The Parties shall guarantee proper consideration of the facts presented within the framework of this Contract in compliance with the principles of confidentiality and with the use of effective measures to eliminate difficulties and prevent possible conflicts.

9.7. The Parties shall guarantee complete confidentiality in the course of implementation of the anti-corruption provisions of this Contract, as well as the absence of negative consequences for both the Party to the Contract as a whole and for specific employees of the Party to the Contract who reported violations.

10. TERM OF THE CONTRACT AND OTHER TERMS AND CONDITIONS

10.1. This Contract shall enter into force from the date of its signing by the Parties in the electronic trading system of the Exchange using electronic signatures of the Parties' representatives. The signing of this Contract by the Parties in paper form is not required and is not a prerequisite for the entry into force of this Contract.

In accordance with Article 12 of the Law of Ukraine “On Electronic Commerce”, Art. 6 of the Law of Ukraine “On Electronic Documents and Electronic Document Flow” and the Law of Ukraine “On Electronic Identification and Electronic Trust Services”, the Parties acknowledge that the signatories of this Contract and the Delivery Schedule (changes to the Delivery Schedule), both on the part of the Buyer and the Seller, are persons who are authorized to conclude them and whose identification data are indicated when applying a qualified electronic signature or an advanced electronic signature.

10.2. This Contract is valid until “__” _____ 202__.

10.3. The expiration of this Contract shall not relieve the Parties from liability for its violation that occurred during the term of this Contract.

10.4. Neither Party to the Contract may transfer its rights and obligations under this Contract to third parties, except as provided by applicable law (reorganization of a Party to the Contract by way of merger, acquisition, division, spin-off, transformation).

10.5. Amendments to this Contract may be made only in the cases stipulated by this Contract and only regarding the terms of payment, delivery terms, Delivery Schedule and determination by the Seller of another structural unit from which the delivery of the Goods will be carried out by concluding an Additional Agreement to this Contract. No other amendments to this Contract shall be made.

The Seller shall notify the Exchange of all Additional Agreements to this Contract concluded by the Parties by sending copies of the concluded Additional Agreements to the Exchange's email address: monitoring@ueex.com.ua no later than the next business day after their conclusion.

10.6. Withdrawal from this Contract is possible only in the cases provided for in clauses. 4.6, 7.4, 7.7 and 7.8 of this Contract. In other cases, withdrawal from the Contract is not allowed.

10.7. Appendices to this Contract (specifications, selection certificates) and Additional Agreements concluded to change the terms of payment, delivery terms, determination by the Seller of another structural unit from which the delivery / delivery of the Goods will be carried out, are its integral parts and come into force provided that they are made in writing, bear the date and signatures of the authorized representatives of the Parties, certified by the seals of the Parties (if any) and/or signed by the Parties by using electronic signatures.

The Delivery Schedule (amendments to the Delivery Schedule) shall enter into force upon signing thereof by the authorized representatives of the Parties by means of electronic signatures in the electronic trading system of the Exchange and shall be an integral part of this Contract.

10.8. An original electronic document is considered to be an electronic copy of a document with mandatory details, including an electronic signature.

10.9. A paper copy of an electronic document is a visual representation of an electronic document on paper, certified in accordance with the procedure established by law.

10.10. Each of the Parties represents and warrants that all persons signing the Contract are duly authorized to do so.

10.11. Relationships arising during the performance of this Contract and not regulated by the Contract shall be governed by the current legislation of Ukraine.

10.12. The Parties agree that the invalidity of one or more provisions of the Contract shall not result in (entail) the invalidity of the Contract as a whole.

10.13. Seller is a payer of _____ (specify the type of tax (single tax payer, etc.)).

Buyer is a payer of _____ (specify the type of tax (single tax payer, etc.)).

10.14. In case a Party changes its data on location, taxpayer status, official e-mail address and/or other details specified in Section 11 hereof and which are important for the proper fulfillment of the terms of this Contract by the Parties, the Parties shall notify each other of such changes within three (3) business days from the date of their occurrence in writing in the form of a letter to the official e-mail address of the other Party specified in Section 11 hereof.

11. DETAILS OF THE PARTIES:

SELLER:	**BUYER:**

Annex No. 1
to the Contract for the purchase and sale of untreated timber No. ___ dated "___" _____ 20__

DELIVERY SCHEDULE

Terms of delivery / export of the Goods	Volume of the Products batch (cubic meters)	Cost of a batch of Products (UAH, including VAT / excluding VAT)
TOTALY:		

DETAILS AND SIGNATURES OF THE PARTIES:

SELLER:	BUYER:

Annex №2
to the Contract for the purchase and sale of untreated timber No. ___ dd. "___" _____ 20__

SELECTION ACT

_____ «___» _____ 202__
(place of assembly)

Representative of the Buyer - _____, EDRPOU code
(Name of the legal entity/name of the individual entrepreneur)

_____, _____ _____ , and
(Position (for a legal entity) *(Full name of the representative)*

Representative of the Seller - _____, EDRPOU code
(Name of the legal entity)

_____, _____ _____ ,
(Position) *(Full name of representative)*

1. Pursuant to clause 3.5. of the Contract for the purchase and sale of untreated timber No. ___ dd. "___" _____ 202__ (hereinafter referred to as the Contract), the Buyer selected a batch of Products, as a result of which the Parties agreed that the Seller undertakes to transfer the ownership of the Buyer, and the Buyer undertakes to accept the next batch of Products under the Contract, and pay the price for it in accordance with the conditions specified in Section 4 of the Contract, namely:

Goods (Products)	Structural subdivision of the Seller	Breed	Quality class	Geometric dimensions of products		Warehouse of delivery (placement) of the Products of the Seller's structural unit	Lot volume (cubic meters)
				Diameter (cm)	Length (m)		

2. The Selection Act shall be an integral part of the Agreement, which shall be drawn up in three copies, one for each of the Parties of the Agreement and one copy for the Exchange (UEEX LLC).

SIGNATURES:

Representative of the Seller:	**Representative of the Buyer:**

Annex №3
to the Contract for the purchase and sale of untreated timber No. ___ dd. "___" _____ 20__

SPECIFICATION
to the Contract for the sale of untreated timber
No. ___ dd. "___" _____ 202__

_____ «___» _____ 202__
(place of assembly)

_____, EDRPOU code _____ (hereinafter referred to as the Seller), in the person of
name of the legal entity
_____ _____, acting on the basis of _____, from one side, and
position *full name*

_____, EDRPOU code _____ (hereinafter - Buyer),
name of the legal entity/name of the individual entrepreneur

in the person of _____ _____, acting on the basis of
position (of a legal entity) *Full name*
_____, on the other hand, hereinafter collectively referred to as the Parties, and individually as a Party, have concluded

this Specification to the Contract for the purchase and sale of untreated timber No. ___ dd. "___" _____ 202__ (hereinafter referred to as the Agreement), about the following:

1. Pursuant to clause 3.5. of the Agreement, the Seller undertakes to transfer to the Buyer's ownership, and the Buyer undertakes to accept the next batch of Products under the Agreement and pay the price for such batch of Products in accordance with the conditions specified in Section 4 of the Agreement, namely:

No. of lot/no. of lot item	Goods (Products)	Structural unit of the Seller	Breed	Quality class	Geometric dimensions of products		Warehouse of delivery (placement) of the Products of the Seller's structural unit	Volume of the lot/ lot item (cubic meters)	Sales price per 1 cubic meter UAH/cubic meter (including VAT)	Sale price (value) per lot (including VAT)
					Diameter (cm)	Length (m)				

2. The total cost of the Products batch is _____ UAH (_____ UAH __ kopecks), including / excluding VAT.
3. Terms of delivery of a batch of Goods:_____.
(FCA (lower/intermediate warehouse of the Seller) / EXW (upper warehouse of the Seller) / DAP to the destination (delivery) place agreed by the Parties / FCA (lower/intermediate warehouse of the Seller) to the railway terminal agreed by the Parties with loading on railway wagons)
4. Delivery time of the Goods: by _____.
5. All other terms and conditions of the Agreement remain unchanged.
6. This Specification shall be an integral part of the Contract, drawn up in 3 (three) copies, one for each of the Parties to the Contract and one copy for the Exchange (UEEX LLC).

DETAILS AND SIGNATURES OF THE PARTIES:

SELLER:	**BUYER:**