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Ukrainian Energy Exchange
Limited Liability Company
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REGULATIONS

on exchange trading on the short-term natural gas market using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

(new edition)

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1. General provisions. Terms and definitions

1.1. Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations) was developed in accordance with the Economic Code of Ukraine, the Law of Ukraine "On Commodity Exchanges", the Law of Ukraine "On the Natural Market gas", the Code of the gas transportation system, the Code of gas storage facilities, the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Rules) Clearing Rules - Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Clearing Rules) and is a document regulating the procedure for organizing and carrying out exchange trading on the short-term market of natural gas on the commodity exchange - Limited Liability Company (hereinafter - the Exchange).

1.2. In accordance with this Regulations, Exchange provides the participants of exchange trades when they trade natural gas on the short-term market of natural gas on the trading platform with equal opportunities in concluding and executing exchange agreements and sales contracts, as well as comprehensive and complete information on the results of exchange trades.

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

1.4. This Regulations is mandatory for participants of electronic exchange trading on the short-term natural gas market, members of the Exchange, employees of the Exchange and persons admitted to electronic exchange trading in accordance with this Regulations.

1.5. Violation of the Regulations entails the consequences and responsibility provided for by the Regulations, the Rules, other internal documents of the Exchange, Clearing rules and the current legislation of Ukraine.

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

Automated workplace of the bidder	a workplace (a set of software and technical means) from which a participant of exchange trades accesses the trading platform.
Exchange deal	fixed and registered by the Exchange in the term and manner determined by the participants of the exchange trades of obligations regarding the purchase and sale of the exchange goods, for the fulfillment of which the purchase and sale contract is concluded.

Exchange commodity (goods)	natural gas, oil (associated) gas, gas (methane) from coal deposits and shale gas, gas from dense rock collectors, gas of the central basin type (hereinafter referred to as natural gas), which is a Ukrainian product in accordance with the Customs Code of Ukraine (obtained (produced) in the customs territory of Ukraine or imported into the customs territory of Ukraine and released for free circulation) and alienated on the terms of short-term standardized products by transfer in the gas transportation system or gas storage.
Exchange trading	trading of exchange goods conducted on the trading platform with the participation of participants in exchange trading in the manner established by this Regulations.
VTP GTS	a virtual point of sale in the gas transportation system within the meaning of the Gas Transportation System Code.
Gas day	gas day, indicated in gas transmittion system Code, in which exchange commodity is transferred.
Bilateral continuous auction	a constituent part (stage) of exchange trading in the form of an auction for the purchase and sale of natural gas for short-term standardized products, during which an unlimited number of bidders - sellers and buyers - can participate at the same time, and exchange agreements are concluded on a competitive basis using the matching mechanism and with compliance with the principle of anonymity (depersonalization) of bidders.
CBSA	the comprehensive banking service agreement concluded with JSC "Oschadbank" by joining in accordance with Art. 634 of the Civil Code of Ukraine and consists of the following integral parts: Section I of the Comprehensive Banking Service Agreement, Rules of Banking Services for Clients of Oshchadbank JSC (Chapter II of the Comprehensive Banking Service Agreement), Tariffs of Oschadbank JSC concluded with reference to the CBSA of additional contracts.

Electronic signature	electronic data, which is added by the signatory to other electronic data or is logically connected with them and used by him as a signature, in the sense and definition of Art. 1 of the Law of Ukraine "On Electronic Trust Services". The following types of electronic signatures are used in PP ETP: operational key, advanced electronic signature and qualified electronic signature.
Customer of storage services	a natural person - an entrepreneur or a legal entity who, on the basis of a natural gas storage (injection, withdrawal) contract with a gas storage operator, orders natural gas storage (injection, withdrawal) services.
Customer of transportation services	a legal entity or a natural person - an entrepreneur who, on the basis of a transportation contract concluded with a gas transportation system operator, orders one or more component natural gas transportation services.
Application	an unconditional offer (offers) for the purchase (purchase request) or sale (sale request) of a product submitted on the trading platform by a bidder.
Counter application	an application that, in terms of the direction of the exchange operation of purchase/sale, is the opposite of the one submitted by the bidder: in the event that the bidder submits an application for purchase, the opposite is an application for sale, and vice versa.
Qualified electronic signature	electronic signature, namely an improved electronic signature, which is created using a qualified electronic signature tool and is based on a qualified public key certificate, and is used to generate an operating key upon confirmed actions of a participant of electronic exchange in the PP ETP and signing purchase and sale contracts.
Clearing accounts	accounts opened in the clearing system are intended to record the guarantee fee of the trading participants (clearing account for guarantee fees) and, separately, their

	guarantee fee for settlement (clearing account for guarantee fee).
Clearing institution	Ukrainian Clearing House Limited Liability Company (USREOU code 45539058), which carries out clearing activities for the determination of obligations on the basis of a license for professional activities in the capital markets - clearing activities: clearing activities for the determination of obligations issued by the National Securities and Stock Market Commission (Resolution No. 34/21/1512/K01 of 04.12.2024) and with which Exchange cooperates in accordance with the clearing agreement.
Short-term natural gas market (SNGM)	the section of the Exchange in the "Natural gas" direction, in which the participants of the trades perform exchange operations on the trading platform for the purchase and sale of the exchange commodity for short-term standardized products.
Short-term standardized product (SSP)	the determined amount of natural gas that is sold and purchased (bought) on the trading platform during the gas day during which gas is transferred (intraday SSP), or the days preceding the gas day, to which the gas is transferred (SSP "a day ahead") seven days a week in accordance with this Regulations.
Matching	automatic conclusion of exchange agreements for the relevant SSP on the basis of purchase/sale orders submitted by the participants of the trade on the trading platform by automatically comparing the parameters of the counter orders in accordance with the criteria and order of their application determined by the Exchange, and taking into account the type of orders and the parameters specified in them.
Direction "Natural gas"	the set of sections of the Exchange, within which trading is conducted by the type of commodity "natural gas".

Gas storage operator (UGS operator)	a business entity that, on the basis of a license, carries out storage (injection, withdrawal) of natural gas using one or more gas storage facilities for the benefit of third parties (customers).
Gas transportation system operator (GTS operator)	a business entity that, on the basis of a license, carries out activities related to the transportation of natural gas through the gas transportation system for the benefit of third parties (customers of transportation services).
Delivery operator	UGS Operator, GTS Operator.
Trading platform operator (Exchange)	Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange", which organized and provided access to bidders on its trading platform for placing offers (submission of applications) for the purchase/sale of natural gas (including the possibility of changing or canceling them), concluding and registering exchange contracts agreements and contracts for the purchase and sale of natural gas.
Operating key	an electronic signature consisting of 32 (thirty-two) characters and generated in the ETP PP when the actions of a participant of electronic exchanges are confirmed using an advanced or qualified electronic signature, and is used to automatically sign all actions of the participant in the ETP PP except for signing sales contracts.
Underground gas storage (UGS)	an engineering-technological complex intended for natural gas storage, with characteristics defined by the Gas Storage Code of Ukraine.
Escrow account	an account opened by a participant of exchange trading in a settlement bank on the basis of the SBSA, in order to prevent the risk of non-performance of settlements under contracts for the purchase and sale of goods concluded on the short-term natural gas market.

Settlement bank of the bidder	a financial (banking) institution approved by the Clearing Institution, which opens and maintains an escrow account for a participant in exchange trading (clearing).
Trading platform (electronic trading system, ETS)	an electronic platform, the operation and management of which is provided by the Operator of the trading platform (the Exchange), which is used by the participants in the bidding to place offers (submission of applications) for the purchase and sale of natural gas (with the possibility of changing or canceling them), including for the settlement of imbalances during the gas day, on which exchange transactions are registered and sales contracts are concluded, and which functions in accordance with the rules and conditions of use determined by its operator (the Exchange), taking into account the requirements of the Gas Transportation System Code and the Gas Storage Code and ensures clearing by the Clearing institution.
Trading session (trading sessions)	period(s) of the trading day determined by the Exchange, during which exchange trading is conducted on the short-term natural gas market.
Trade notification	information notice in accordance with the form established by the Gas Transportation System Code or the Gas Storage Code and taking into account the requirements established agreement on interaction between the trading platform operator and the delivery operator, which is sent to the relevant supply operator from the bidder regarding the volumes of natural gas that he intends to alienate or acquire under the purchase and sale agreement concluded on the Exchange.
Improved electronic signature	an electronic signature created as a result of the cryptographic transformation of the electronic data associated with this electronic signature, using the means of an advanced electronic signature and a personal key uniquely associated with the signatory, and which enables electronic identification of the signatory and detection of violations of the integrity of electronic data with which this electronic signature is associated, and is used to generate

	an operational key upon confirming the actions of the exchange participant and signing sales contracts in the electronic trading system.
Participants of exchange trading (tenders)	subjects of the natural gas market (including the operator of the gas transmission system) who have received the right to carry out exchange operations on the short-term natural gas market in accordance with the procedure defined by this Regulations and other internal documents of the Exchange.

1.7. The terms not defined in this Regulations have the meanings given in the Gas Storage Code, the Gas Transportation System Code, the Law of Ukraine "On the Natural Gas Market" and other normative legal acts and internal documents of the Exchange.

2. Requirements for bidders regarding the use of the trading platform

2.1. In order to ensure the proper functioning of the automated workplace of the exchange trading participant and the trading platform as a whole, exchange trading participants are obliged to comply with the requirements for the compliance of hardware (technical) and software, as well as access to the Internet, to the minimum requirements established by the Exchange, which are published on official website of the Exchange.

2.2. Participants of exchange trading are obliged to:

- unconditionally comply with the requirements of this Regulations, other internal documents of the Exchange, exchange place lease agreement, the requirements of current legislation, etc.;
- take all necessary measures to prevent the occurrence of circumstances that may cause damage/improper functioning of the automated workplace of the participant of exchage trading and the trading platform as a whole, in particular, ensure the installation and smooth functioning of licensed antivirus protection, non-interference in the work of the trading platform from the automated workplace of the participant third parties, etc.;
- prevent the use of your automated workplace by other persons, including brokers not accredited on the Exchange;
- prevent the disclosure, use, disclosure, distribution of information that became known to the bidder in connection with access to the trading platform, containing commercial secrets and/or confidential information and/or information with restricted access;

- do not take actions to obtain, under any circumstances, information and/or information from the trading platform that is not directly related to the exchange trading participant and/or the conclusion and execution of exchange agreements and sales contracts;
- not to connect to the trading platform using someone else's electronic signature or using someone else's username (login) and/or password;
- not to disclose and/or not to transfer to other persons your electronic signature, user name (logins), passwords, other means of identification of the bidder;
- not to use any software and technical and other means for penetration, unauthorized access to the trading platform, etc.;
- not to carry out unauthorized changes to the standard operating procedure of the Exchange's technological equipment, aimed at hacking, attacking, discrediting the Exchange;
- not to take any other actions that are aimed at or may lead to any disruptions in the operation of the trading platform and in the Exchange as a whole;
- immediately notify the Exchange of any interference/attempts of interference by third parties in the functioning of the automated workplace of the participant of exchange trading and/or the trading platform; about the occurrence of any circumstances that may cause improper functioning of the trading platform;
- without fail, change the passwords provided by the Exchange to the "Energy Trading Platform" software product to your own passwords;
- carry out any, without exception, actions aimed at the proper functioning of the automated workplace of the participant of exchange trading and the trading platform, ensuring the conclusion and execution of exchange agreements and sales contracts, unconditional implementation of this Regulations, other internal documents of the Exchange, exchange place lease agreement, requirements of current legislation, etc.

2.3. Exchange trading participants assume all risks associated with unreliability/insufficient reliability of access to the trading platform via Internet channels (communication breakdown, delay in data transmission, failures, etc.) and possible problems when establishing a qualified electronic signature or improved electronic signature (occurrence of errors, failures and disconnections with the servers of qualified providers of electronic trust services, etc.).

2.4. Exchange is not responsible for possible losses/damages of the bidder, which occurred due to unreliability/insufficient reliability of access to the trading platform through its Internet channels (disruption of communication between the automated workplace of the bidder and the trading platform, delay in data transmission, failures etc.) and possible problems when establishing a qualified electronic signature or improved electronic signature (occurrence of errors, failures and disconnections with the servers of qualified providers of electronic trust services, etc.).

2.5. In the event of a violation/non-compliance by an exchange trading participant with the requirements of this Regulations, other internal documents of the Exchange, exchange place lease

agreement, the requirements of current legislation, etc., Exchange has the unconditional right to stop or terminate the access of the trading participant to the trading platform. Restoration of access is carried out at the discretion of the Exchange, provided that violations/non-compliance by the participant of the exchange trades with the aforementioned requirements are eliminated, and provided that the participant of the trades fully compensates the losses caused to the Exchange, if any.

2.6. Exchange shall also suspend/terminate the access of the exchange trading participant to the trading platform in case of suspension/termination of the membership of the trading participant (his authorized representative) on the Exchange and/or suspension of his right to participate in exchange trading for any reason, determined by these Rules, other internal documents of the Exchange, agreements with the Exchange, including exchange plase lease agreement, applicable laws, etc., as well as in case of temporary suspension/termination of clearing services to the trading participant by the Clearing Institution.

3. Conditions of admission to trading

3.1. Natural gas market entities that have obtained the right to carry out exchange operations, have passed the appropriate accreditation at the Exchange in accordance with the Regulations on the exchange place lease agreement at the Commodity Exchange - Limited Liability Company "Ukrainian energy exchange" (hereinafter - Regulations), and also meet the following requirements:

- signed the contract of accession (application-joining) to this Regulations in the form specified in Appendix No. 1, according to which they agreed to comply with this Regulations, as well as other internal documents of the Exchange, which regulate the procedure for accreditation on the Exchange, conclusion and execution of exchange agreements and purchase contracts - sales, the procedure for document circulation, as well as other rules governing exchange trading on the short-term natural gas market;
- have entered into an assignment agreement (agreement of assignment) with the Exchange in the form specified in Appendix №2/Appendix №3, for the representation of their interests before the relevant delivery operator, including the submission of trading notices based on the results of concluded natural gas purchase and sale agreements, the implementation of other the powers necessary to conclude and execute sales contracts. In order to obtain permission to participate in exchange auctions, the GTS Operator concludes a power of attorney agreement with the Exchange in the form determined by the decision of the Exchange Committee of the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange Committee), which is published on the official website of the Exchange, Appendix No. 4 does not apply to the GTS Operator;
- have issued to the Exchange a power of attorney (powers of attorney) to perform representation under the contract (contracts) of mandate specified above;
- concluded a SBSA, as well as a bank account (current account) agreement;

- have a valid contract for the transportation of natural gas with the operator of the gas transportation system (for trading on the terms of the transfer of goods to VTP GTS) and/or a valid contract for the storage (injection, withdrawal) of natural gas with the operator of gas storage facilities (for trading on the terms of the transfer of goods to UGS);
- have the right to submit trade notifications (including through the mediation of the Exchange on the basis of a mandate agreement) to the relevant delivery operator;

3.2. In addition to fulfillment of the requirements stipulated in clause 3.1, trading participant shall also acquire the status of the Clearing Member by entering into the Clearing Agreement with the Clearing Institution. The participant shall be granted access to trading on the SBSA after conclusion of the said agreement and subject to fulfillment of the requirements of the Clearing Institution regarding the guarantee deposit (collateral);

3.3. The requirement to conclude SBSA does not apply to natural gas market entities that intend to obtain admission to exchange trading conducted in accordance with this Regulations, exclusively in the status of sellers.

3.4. The Rules, Regulations and other internal documents of the Exchange may provide for additional documents, conditions and measures necessary for admission to exchange trading.

4. General conditions for exchange trading

4.1. Exchange trading on the trading platform on the short-term natural gas market is conducted in the software product "Energy Trading Platform" (PP ETP) in accordance with the trading schedule of the Exchange, published on the official website of the Exchange.

4.1.1. Address of PP ETP on the Internet: https://etp.ueex.com.ua.

4.1.2. The work of PP ETP is organized in Ukrainian and English languages.

4.2. To participate in exchange trading, bidders must log in to the ETS portal using their username (login) and password and, with the help of a qualified or improved electronic signature, confirm the formation of the operating key, agree that all actions in the ETP portal will be signed by them electronic signature and will have full legal force in accordance with the requirements of the legislation of Ukraine.

4.3. Exchange trading within the gas day can be divided into trading sessions and clearing sessions (via schedule of the clearing institution), which is indicated in the trading schedule of the Exchange, which are separately published on the official website of the Exchange and/or on the official website of the Clearing Member, if any, if determined.

4.4. Exchange auctions on natural gas are conducted using the technology of two-way continuous counter-auction, according to which an unlimited number of bidders can simultaneously participate

in auctions during a trading session and submit applications for the purchase/sale of exchange goods, provided they comply with the requirements of the Exchange's internal documents.

4.5. Conclusion of exchange agreements using the matching mechanism is carried out on the basis of bids for the purchase and sale of natural gas submitted by the bidders automatically (without the need to receive confirmation from the bidders or their acceptance of counterbids) based on a comparison of the terms of the counterbids regarding their compliance and at a price that is the best for each of the bidders - buyer and seller in accordance with the criteria (price, time) established by the Exchange and the order (priority) of their application, namely: price priority, time priority and taking into account the type of applications and the parameters specified in them. In the case of selection of counter-applications based on the results of matching, the agreement is concluded at the price of the previously submitted application.

4.6. Exchange trading on short-term natural gas market is conducted separately for the relevant supply bases (VTP GTS, UGS).

4.7. Upon receipt of the order from the trading participant on the trading platform, it shall be checked for compliance with the price limits (if set by the Exchange) and the security deposit (in accordance with the requirements of the Clearing Institution and according to the information provided by it on the deposit/security deposit paid by the trading participant). In case of a positive verification result, such an order shall be admitted to trading and made available in the electronic trading system to all trading participants, in case of a negative result, it shall be rejected by the trading platform.

4.8. Each application verified by the Exchange, which was admitted to trading, can at any time become the basis for concluding an exchange agreement in the event of a counter-application that meets the priority criteria established by the Exchange, taking into account the type of application and the parameters specified in it.

4.9. During trading sessions, bidders have the right to submit orders, modify them or cancel previously submitted but unfulfilled orders.

4.10. It is prohibited to enter into agreements in which the participant acts as a seller and a buyer at the same time.

5. Risk management and guarantees

5.1. To ensure the proper fulfillment of obligations under concluded exchange agreements, bidders transfer to the current account of the Clearing institution a guarantee fee, which is recorded on the relevant clearing account of the bidder in the amount, information about which is published on the official website - the website of the Clearing institution https://www.uaclearing.com.ua/, taking into account funds for payment of Exchange services according to its tariffs.

5.2. To ensure proper fulfillment of obligations under the concluded exchange contracts, the trading participants shall transfer to the escrow account the guarrantee fee for settlement in the amount of 100% of the value of the exchange commodity to be purchased by the trading participant. Information on transactions with the guarrantee fee shall be recorded on the relevant clearing account of the trading participant.

5.3. The procedure for transfer of the margin by the Exchange Trading (Clearing) Participants, terms of the operations with the margin, related risk management measures and other legal relations in the field of clearing of obligations shall be regulated by the Clearing Rules and other internal documents of the Clearing Institution.

6. Exclusion lists

6.1. If there are lists of exclusions, exchange agreements are concluded taking into account such lists. The inclusion of a counterparty in the list of exclusions of a specific bidder does not limit its right to participate in exchange auctions and the possibility of concluding exchange agreements with other bidders.

6.2. Types of exclusion lists:

"All except" - the list of exclusions includes counterparties (bidders) with which the respective bidder cannot enter into exchange agreements;

"No one except" - the list of exclusions includes only those counterparties (bidders) with which the respective bidder can enter into exchange agreements.

6.3. The procedure for forming exclusion lists:

Lists of exclusions are entered into the electronic trading system only on the condition that a transparent algorithm for pre-checking counterparties is published by a bidder who intends to apply this risk management mechanism during exchange trading.

The transparent algorithm for the preliminary verification of counterparties involves the establishment by the bidder of the criteria for his own compliance check of potential counterparties at exchange auctions and the delivery of this information to the Exchange by submitting an application for the inclusion of counterparties in the lists of exclusions (hereinafter also referred to as the Application), drawn up in the form specified by the Exchange.

The criteria of the own compliance check must be non-discriminatory and not aimed at manipulations and other abuses provided for by the legislation regulating the activity of commodity exchanges. The criteria must be unified (generalized) and cannot contain selective requirements for individual counterparties that are different from others.

6.4. Principles of formation of exclusion lists:

- it is not allowed to form a list of exclusions "nobody except" in the amount of less than two counterparties in one section;
- it is not allowed to form a list of exclusions "nobody except" exclusively from the number of affiliated persons in one section;
- it is not allowed to include in the list of exclusions "all but" all participants admitted to trading in one section, except for one counterparty, and/or all but affiliated persons.

6.5. If the compliance check criteria are not specified in the Application, such Application is rejected by the Exchange, and information about counterparties included in the list of exclusions is not entered into the electronic trading system. Exchange checks the application for the inclusion of counterparties in the list of exclusions and, if it meets the requirements of the Regulations, consistently performs the following actions:

- publishes on the official website information on the criteria for the compliance check of counterparties;
- enters lists of exclusions of such a bidder into the electronic trading system;
- publishes on the official website the lists of exclusions of such bidder included in the electronic trading system.

6.6. The application of a participant of exchange trading to include a counterparty in the list of exclusions is a document that expresses the will and needs of such a participant and is equated to the participant's stated qualification requirements for counterparties.

6.7. The administrator of the trading platform edits the list of exclusions of counterparties (adds and/or removes counterparties) solely on the basis of the Application for the inclusion of counterparties in the exclusion lists provided by the bidder, sent in any convenient way (e-mail) with subsequent forwarding of the original by registered mail. Repeated provision of information about the criteria for compliance checking of counterparties for the purposes of this clause is not mandatory.

7. The procedure for submitting bids and canceling (withdrawal from bidding) bids

7.1. The goods are put up for sale (for purchase) at auctions on the terms of one or another SSP through the formation by the bidders of the relevant applications (filling in the relevant electronic form in the ETS).

7.2. Submission by a broker of an application for the purchase/sale of an exchange product on the trading platform means the official consent of the bidder to enter into an exchange agreement on the terms specified in such an application. The purchase/sale application is a public offer (proposal), which is addressed to other bidders in compliance with the requirements of this Regulations. An application for the purchase/sale of an exchange commodity is considered submitted by a broker

(tender) from the moment of registration of such an application in the electronic trading system of the Exchange, indicating the date and time of its registration.

7.3. The volume of goods in the application is determined in lots.

7.4. The volume of 1 (one) lot is equal to 1000 (one thousand) cubic meters of natural gas.

7.5. The price of the goods in the application is determined in the national currency of Ukraine, excluding VAT.

7.6. At the time of submission of the application, the broker selects (confirms) a person authorized to sign the sales contract with an electronic signature on behalf of the bidder.

7.7. The following types of applications are used in the electronic trading system of the Exchange:

valid until - the application specifies its validity period within the trading day, namely: the time when it will be automatically withdrawn from trading by the trading platform;

daily – an order that is valid only during the current trading day (gas day) (during certain trading sessions), after which it will be automatically withdrawn from trading by the trading platform;

limit - an order that must be executed at a price no lower than that specified in the order and within the scope specified in such an order;

market - an order that must be executed within the scope specified in the order and at the best price(s) available on the market of the relevant exchange commodity at the time of registration of such an order on the trading platform and during its validity period.

7.8. Applications can use the parameter ("All or nothing"), which determines the execution of the application only in its entirety. When deactivating the corresponding parameter, the application can be completed both in full and in part. The minimum amount of application execution is 1 (one) lot, which is equal to 1000 (one thousand) cubic meters of natural gas.

7.9. At any moment, the broker has the opportunity to edit and also cancel (remove from trading) his own orders, for which exchange agreements have not yet been concluded. If the order was partially executed, the broker has the option to edit or cancel the remainder of the order.

7.10. If the bidder's funds in each of the clearing accounts are sufficient to secure the purchase application, the bidder's application is accepted by the trading platform in accordance with Clause 5.5 of the Regulations, and the corresponding amounts of funds in the clearing account for guarantee fee and in the clearing account for guarantee fee for settlements are blocked in clearing accounting system.

7.11. In case of insufficient funds on one of the clearing accounts, or on both, the bid participant's application is not allowed by the trading platform for trading and does not lead to a change in the state of the accounts.

7.12. Submission by a bidder of an order on the trading platform to withdraw the current application leads to the deletion of the corresponding application for increasing free funds on the relevant clearing accounts.

8. Conclusion of exchange agreements and sales contracts

8.1. Exchange transactions on the trading platform are carried out by matching.

8.2. The moment of conclusion of an exchange agreement by a broker (participant) is considered the moment of registration of such an agreement in the electronic trading system of the Exchange with the date and time of its registration. From this moment, such an exchange agreement is considered valid and unconditional for execution.

8.3. After conclusion of the exchange agreement, the commission fee in the amount determined by the internal documents of the Exchange shall be deducted from the clearing accounts (for guarantee deposits) of the seller and the buyer in the clearing accounting system and transferred by the Clearing Institution (as payment of the commission fee by the exchange trading participant) to the bank account of the Exchange not later than 3 (three) business days from the date of exchange trading.

8.4. On the basis of the exchange agreement registered in the ETS, a sales contract is formed in electronic form in accordance with the standard form (Appendix No. 6/No. 7 to this Regulations), which must be signed by authorized persons of the buyer and seller by applying an electronic signature.

8.5. Upon termination of the trading session the Exchange shall send to the Clearing Institution the register of concluded exchange trades and information on the natural gas purchase and sale contracts formed for signing in electronic form.

8.6. No later than 30 minutes after the end of the trading session, during which the exchange agreement was concluded, the parties to such an agreement are obliged to sign the purchase and sale.

8.7. Upon expiration of the time for signing of the natural gas purchase and sale contracts, the Exchange shall provide the Clearing Institution with the register of concluded natural gas purchase and sale contracts and information on the contracts that have not been signed.

8.8. The consequences of non-signing of the natural gas purchase and sale contracts shall be determined by the Clearing Member in accordance with the Clearing Rules and/or other internal documents of the Clearing Member.

8.9. In case one or both parties to the exchange-traded product have not signed the natural gas purchase and sale agreement with electronic signatures within the period of time determined by the Exchange and published on its official website, both parties shall not be exempt from payment

of the commission fee, unless otherwise determined by the decision of the Exchange Committee, which shall be notified to the Clearing Institution.

8.10. On the basis of the signed natural gas purchase and sale agreement, the Exchange shall, within the next clearing session, generate and send the relevant trade notifications for the alienation and acquisition of natural gas to the delivery operator, which shall account for the transfer of natural gas in accordance with the requirements of the applicable law.

8.11. The delivery operator confirms trade notifications and records the transfer of natural gas in accordance with the requirements of the GTS Code/Gas Storage Code:

8.11.1. According to intraday SSP agreements, Exchange during the trading day in the nearest clearing session sends to the supply operator the relevant trade notifications for the sale and purchase of natural gas.

8.11.2. According to the "one-day-ahead" SSP agreements, the Exchange sends to the supply operator the appropriate trading notices for the sale and acquisition of natural gas at the beginning of the balancing period - the gas day, which is the next trading day.

8.12. The Delivery Operator shall transfer natural gas between the trading participants on the basis of the received trade notifications. In case of failure to confirm the trade notification:

8.12.1. The Delivery Operator shall notify the Exchange thereof by sending an electronic message stating the reason for the refusal.

8.12.2. Exchange shall inform the Clearing Member of the fact of non-confirmation of the Trade Notification by the Delivery Operator and the reasons for non-confirmation.

8.12.3. The Clearing Institution shall take measures stipulated by its internal documents for determination of liabilities and risk management, including transfer of the amount of the guarantee fee of the guilty party in favor of the affected party to the exchange contract.

8.12.4. The relevant exchange transaction and the exchange agreement shall be canceled.

8.12.5. Trading participants by the purchase and sale Agreement shall not be exempt from payment of the Exchange's commission fee, unless otherwise determined by the decision of the Exchange Committee of UEEX LLC, and the Clearing Institution shall not be exempt from the obligation to transfer the funds withheld as the commission fee to the Exchange.

8.13. In case of confirmation of the trade notification and accounting for the transfer of natural gas supply by the operator:

8.13.1. Exchange shall inform the Clearing Institution on confirmation of the trade notification and accounting of the natural gas transfer.

8.13.2. Clearing Institution shall take measures stipulated by its internal documents for determination of obligations (unblocking of the margin deposits, submission of the order to the

Settlement Bank to transfer the amount of the margin from the Buyer's escrow account to the Seller's current account, etc.).

9. The order of interaction of the Exchange with delivery operators

9.1. The order of interaction of the Exchange with the operator of the gas transportation system and the operator of gas storages regarding exchange trades on the short-term natural gas market is regulated by the cooperation agreements concluded between them.

9.2. The order of interaction between the Exchange and "Operator GTS of Ukraine" LLC, as a participant on the short-term natural gas market, is regulated on a general basis in accordance with this Regulations and other internal documents of the Exchange.

10. Procedure for preparation, sending and acceptance of primary documents of the Exchange

10.1. The Exchange, as a provider of services to exchange trading participants in accordance with the terms of these Regulations, draws up primary documents confirming the actual provision of such services, in particular the Act of Services Provided.

The act of services rendered, signed by the Exchange, is an appropriate primary document confirming the fact of fulfillment of obligations by the Exchange to the participant of exchange trading in accordance with the terms of these Regulations.

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 bidder in the Act of Services Provided, namely: the position and surname of the persons responsible for the implementation of the business transaction and the correctness of its registration, personal signature or other data that allows identifying the person who participated in the implementation of the business transaction, does not constitute a violation of the requirements for the registration of the primary document.

The bidder confirms that the procedure for the Exchange to issue primary documents without the bidder's details, provided for in Section 10 of these Regulations, is the procedure for documenting business transactions agreed in writing between the Exchange and the bidder 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 at the expense of public funds. For such transactions, the Act of Services

Provided shall be drawn up in accordance with the procedure provided for in clause 10.6 of these Regulations.

10.2. Within 5 (five) business days from the date of trading, the Exchange shall prepare, sign and send to the participant of the exchange trading an Act of Services Provided. In this case, the Act of Services Provided must be dated on the date of trading.

10.3. The Exchange sends 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 bidder's email address specified by him during accreditation;

– by postal mail or courier delivery to the address of the bidder specified in his registration data.

10.4. 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 Exchange can be carried out both manually in paper form and 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 Exchange to a trading participant in electronic form and certified by an electronic signature of an authorized person of the Exchange have full legal force, generate rights and obligations for the parties (the Exchange and the trading participant), 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 bidder on the day of such sending, unless otherwise established by the rules of the relevant system. If a document is sent after 6:00 PM on a business day or on a weekend, holiday, or non-business day, it is considered 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 a document as the date of its preparation. This condition applies, including if the actual date of affixing the electronic signature by an authorized person of the Exchange is later than the date of execution of the electronic document specified in the text of the latter.

10.5. In case of objections regarding the services provided by the Exchange, the bidder is obliged to provide the Exchange with motivated written objections indicating specific comments regarding the services provided by the Exchange within 3 (three) business days from the date of receipt of the Certificate of Services Provided.

The participant sends motivated written objections through the agreed electronic document management system or to the official email address of the Exchange.

If the Exchange does not receive from the trading participant, 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 Exchange, the services are considered to be properly provided by the Exchange and accepted by the trading participant without comments and objections in accordance with the Act of Services Provided signed by the Exchange.

Such an Act of Services Provided is a proper basis for reflecting a business transaction in accounting and making settlements by trading participants with the Exchange.

10.6. The provisions of paragraphs 10.1, 10.2, 10.5 of these Regulations regarding the preparation of Acts of Services Provided without the details of the bidder do not apply to business transactions for which payment is made at the expense of public funds, in particular, transactions of bidders that are entities of state and municipal ownership.

A bidder who is an entity specified in this clause is required to notify the Exchange of this status upon accreditation and upon any change in such status.

In relations with the above-mentioned tender participants, the execution of the Act of Services Provided is carried out as follows:

Within 5 (five) business days from the date of the trading, the Exchange shall draw up an Act of Services Provided, dated the day of the trading, and send it to the trading participant in two copies, signed by its side.

The Bidder undertakes to sign the acts and return one copy to the Exchange within 3 (three) business days from the date of receipt of the Acts of Services Provided from the Exchange.

In the event that the bidder fails to sign the Act of Services Provided within the specified period and there are no substantiated written objections indicating specific comments regarding the services provided by the Exchange and refusal to sign the Act (sent via the approved electronic document management system or to the official email address of the Exchange), such Act will be considered approved by the bidder, and the services will be considered provided and accepted in full.

11. Final provisions

11.1. The procedure for resolving disputes under exchange transactions, termination of exchange agreements, purchase and sale agreements, liability of the Exchange and exchange trading participants, the procedure for disclosure and provision of information, force majeure and force majeure circumstances, other issues not regulated by these Regulations are governed by the Rules, other internal documents of the Exchange, current legislation of Ukraine, etc.

11.2. The terms of clearing under concluded exchange agreements (contracts) are regulated by the internal documents of the Clearing Institution.

11.3. Amendments and/or additions to these Regulations shall be approved by the Exchange Committee of the Ukrainian Energy Exchange Limited Liability Company. When amendments and/or additions are made to the regulatory legal acts regulating the activities and functioning of commodity or gas exchanges, trading platforms, as well as when amendments and/or additions are made to the internal documents of the Exchange, in accordance with which the relations specified in these Regulations are regulated, these Regulations shall apply in the part that does not contradict such amendments and/or additions.

11.4. By submitting documents for accreditation in paper or electronic form and/or taking the necessary actions to obtain accreditation and admission to participate in exchange trading in accordance with these Regulations, the Bidder confirms adherence to these Regulations in their entirety and agrees that its provisions constitute the procedure for documenting business transactions for the provision of services by the Exchange, the procedure for sending primary documents, submitting objections and making settlements, agreed in writing between the Exchange and the Bidder.

Chairman of the Exchange Committee **Oleksii DUBOVSKYI**

ANNEX No. 1

to the Regulations of exchange trading on the natural gas short-term market using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

ON THE COMPANY LETTER-HEAD

CEO

Ukrainian Energy Exchange

Limited Liability Company

Ref. No. _____

dd. _____

APPLICATION OF ACCESSION

to Regulation of exchange trading on the short-term natural gas market using the commodity exchange trading platform - Ukrainian Energy Exchange Limited Liability Company

_____*(full name of the legal entity)*,

Identification code of the legal entity ----------,

Location (specified in the founding documents) ----------,

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

1) joins to Regulations of exchange trading on the short-term natural gas market using the commodity exchange trading platform - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), which have the status of an accession agreement within the meaning of Art. 634 of the Civil Code of Ukraine, as well as to other internal documents of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Exchange), which regulate the procedure for exchange trading, accreditation of bidders, settlements, etc., which are posted on the official website Exchanges https://www.ueex.com.ua;

2) accepts all, without exception, the requirements and conditions established in the Regulations, other acts of internal regulation of the Ukrainian Energy Exchange Limited Liability Company, which regulate the procedure for exchange trading, accreditation of bidders, settlements, etc., which are posted on the official websitehttps://www.ueex.com.uaExchanges; fully understands the content, definitions and terminology of this Regulations and other regulatory and internal documents of the Exchanges;

3) undertakes the duties and rights of a participant of exchange trading, unconditionally agrees with them and undertakes to comply with the Regulations and all other regulatory and internal documents of the Ukrainian Energy Exchange Limited Liability Company, which regulate the procedure of exchange trading, without exception, accreditation of bidders, settlements, etc., which are posted on the official website of Exchange https://www.ueex.com.ua;

4) agrees that any changes and/or additions to the Regulations, other regulatory and internal documents of the Exchange are made by decision of the Exchange Committee, are published on the official websitehttps://www.ueex.com.ua; unconditionally agrees with such changes and/or additions and undertakes to comply with and comply with them.

(position of manager (authorized representative))	(signature) stamp (if available)	(full name)

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

ANNEX No. 2

to the Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

ASSIGNMENT AGREEMENT No. ---

Kyiv "------" _____ 20__

---------- **"---- ----------"** (hereinafter referred to as the **Trustee**), in the person of ----------, which acts on the basis of _____, on the one hand, and

Ukrainian Energy Exchange Limited Liability Company (hereinafter - the **Attorney**), in the person of ----------, who acts on the basis of _____, on the other hand, (hereinafter collectively referred to as the "Parties, and each separately as a "Party"), guided by the norms of Art. 1000 – 1009 of the Civil Code of Ukraine, have entered into this Contract of mandate for the following:

1. SCOPE OF THE CONTRACT

1.1. Under this Agreement, the Principal entrusts, and the Attorney undertakes, to represent the interests of the Principal before the operator of the gas transportation system - the Limited Liability Company "Operator of the Gas Transportation System of Ukraine", for which the Attorney is granted the right to access the information platform of the operator of the gas transportation system and the right to act on behalf of and on behalf of on behalf of the Trustee the following legally significant actions on the specified information platform in accordance with and taking into account the requirements of the Code of the Gas Transport System:

- to contact the operator of the gas transportation system with a request and receive information from him about the existence of an active natural gas transportation contract with the Principal, the absence of grounds for the termination of the gas transportation system operator's provision of services under the natural gas transportation contract;
- to provide trade notifications for the alienation or acquisition of natural gas after the Principal acquires/alienates ownership of such amount (volume) of natural gas on the Attorney's trading platform under the natural gas purchase and sale agreement (or other civil law agreement).

1.2. The services specified in clause 1.1 of this Agreement are provided to the Authorized Trustee free of charge.

2. OBLIGATIONS OF THE TRUSTEE

2.1. In order to properly implement the subject matter of this Agreement by the Parties, the Trustee under this Agreement undertakes the following obligations:

2.1.1. immediately after this Agreement enters into force, issue a power of attorney to the representative (representatives) of the Attorney to perform the legal actions specified in clause 1.1. of this Agreement, according to the standard form of power of attorney, which is Appendix No. 1 to this Agreement.

2.1.2. to provide the Attorney with the means necessary for the Attorney to fulfill the Principal's mandate under this Agreement, in particular to pay the Attorney his due fee on time and in full in accordance with the conditions of clause 1.2. of this Agreement.

2.1.3. immediately accept from the Attorney all instructions received by him in connection with the execution of this Agreement (if it will be necessary during the execution of this Agreement).

3. DUTIES OF THE ATTORNEY

3.1. Under this Agreement, the attorney undertakes the following duties:

3.1.1. perform legal actions specified in clause 1.1. of this Agreement and in the power of attorney, which will be issued by the Principal to the representatives of the Attorney in connection with the conclusion of this Agreement, in the manner prescribed by the internal documents of the Attorney, posted on the official website https://www.ueex.com.ua;

3.1.2. to notify the Trustee, upon his written request, of information on the progress of the Attorney's execution of the Trustee's mandate under this Agreement;

3.1.3. after execution of the Trustee's mandate or in the event of termination of this Agreement before the execution (and/or expiration) of the Trustee's mandate, to return to the Trustee the power of attorney(s) issued by him, the term of which(s) has not expired;

3.1.4. transfer to the Trustee everything received in connection with the performance of the Trustee's mandate under this Agreement (if it is necessary during the execution of this Agreement).

4. LIABILITY OF THE PARTIES FOR BREACH OF CONTRACT

4.1. In case of violation of the terms of this Agreement, the guilty Party bears the responsibility defined by this Agreement and/or the current legislation of Ukraine.

4.1.1. A breach of the Agreement is its non-performance or improper performance, that is, performance in violation of the conditions defined by the content of this Agreement.

4.1.2. The Party is not responsible for the violation of the Agreement, if it was not caused by its fault (intentionally or carelessly).

4.1.3. The party is considered innocent and is not liable for breach of the Agreement if it proves that it has taken all measures dependent on it for the proper implementation of this Agreement.

4.2. The Party that violated this Agreement is obliged to compensate for the damages caused by such a violation, regardless of the other Party taking any measures to prevent damages or reduce damages, except for cases where the latter by its culpable (intentional or negligent) act (action or inaction) contributed to the occurrence or increase of damages.

4.3. The payment by the Party of the fines (penalties) specified by this Agreement and (or) the legislation in force in Ukraine does not release it from the obligation to compensate, at the request of the other Party, the losses (real losses and (or) lost profits) caused by the violation of the Agreement, in full, and compensation for damages does not release it from the obligation to pay fines in full at the request of the other Party.

4.4. Payment by the Party and (or) compensation for damages caused by the violation of the Agreement does not release it from the obligation to fulfill its obligations under this Agreement, unless otherwise expressly provided by the current legislation of Ukraine.

5. SETTLEMENT OF DISPUTES

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

5.2. If the relevant dispute cannot be resolved through negotiations, it is resolved in a court of law according to the established jurisdiction and jurisdiction of such a dispute in accordance with the current legislation of Ukraine.

6. PERFORMANCE OF THE CONTRACT

6.1. This Agreement is considered concluded and enters into force from the moment it is signed by the Parties and affixed with the seals of the Parties (if any) and is effective from_____.

6.2. The term of this Agreement begins at the moment specified in Clause 6.1 of this Agreement and ends "-----" --------- 20---. The term of the Agreement ends earlier if another legal entity is granted a person has the right to carry out natural gas transportation activities.

6.3. Expiration of the term of this Agreement does not release the Parties from the completion of the Parties' obligations under it and from responsibility for its violation that occurred during the validity of this Agreement.

6.4. Amendments to this Agreement may be made only by agreement of the Parties, which are formalized by an agreement on amendments (additional agreement) to this Agreement.

6.5. Amendments to this Agreement shall enter into force from the moment of the appropriate execution by the Parties of the corresponding agreement on amendments (additional agreement) to this Agreement (if they are set out in writing, signed by the Parties and sealed with their seals (if any), unless otherwise specified in the additional agreement itself, this Agreement or in the current legislation of Ukraine). Amendment agreements (additional agreements) and Annexes to this Agreement are its integral parts.

7. FINAL PROVISIONS

7.1. All legal relations arising from this Agreement or related to it, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or violation of the Agreement, are governed by this Agreement and the relevant norms of the current legislation of Ukraine. The customs of business turnover can be applied to the above-mentioned legal relationship based on the principles of good faith, reasonableness and justice.

7.1.1. By signing this Agreement, the Trustee unconditionally agrees to be guided by the internal documents of the Attorney posted on the official website when fulfilling the obligations under this Agreement https://www.ueex.com.ua.

7.2. After this Agreement enters into force, all previous negotiations under it, correspondence, letters of intent and any other oral or written agreements of the Parties on matters related to this Agreement in one way or another shall lose legal force, but may be taken into account when interpreting the terms of this Agreement.

7.3. The Parties bear full responsibility for the correctness of the details specified by them in this Agreement and undertake to promptly notify the other Party in writing of their change, and in case of non-notification bear the risk of adverse consequences associated with it.

7.4. Assignment of the right of claim and (or) transfer of the debt under this Agreement by one of the Parties to third parties is allowed only on the condition of written agreement with the other Party.

7.5. All corrections to the text of this Agreement are valid and can be taken into account only on the condition that they are dated in each individual case, certified by the signatures of the Parties and sealed with their seals (if available).

7.6. This Agreement is drawn up with full understanding by the Parties of its terms and terminology in the Ukrainian language in two authentic copies that have the same legal force - one for each of the Parties.

LOCATION AND DETAILS OF THE PARTIES

TRUSTEE	ATTORNEY
Short name	*Short name*
Identification code of the legal entity	*Identification code of the legal entity*
Location	*Location*
Bank details: current account No. ------ in (name of the bank), bank code ------	*Bank details: current account No. ------ in (name of the bank), bank code ------*

SIGNATURES OF THE PARTIES

_____/_____/	**_____/_____ /**
SEAL	SEAL

ANNEX No. 1

to the Assignment Agreement

POWER OF ATTORNEY

_____ (*name of the Trustee*)_____ (*EDRPOU code* _____), represented by _____(*position*, *full name*)____, _____*who*___ acts on the basis of _____, guided by the norms of the current legislation of Ukraine, authorizes the employee(s) of the Ukrainian Energy Exchange Limited Liability Company (*EDRPOU code* _____)

Full name____(series, number) passport of a citizen of Ukraine, issued (by whom and when issued)_____, RNOKPP_____,

to represent the interests of ____ (*name of the Trustee*)____ before the operator of the gas transportation system – the Limited Liability Company "Operator of the gas transportation system of Ukraine" (EDRPOU code 42795490), for which __he/she/they__ on behalf of ___*(name of the Trustee*)___ is granted the right of access to of the information platform of the operator of the gas transportation system - Limited Liability Company "Operator of the gas transportation system of Ukraine" (EDRPOU code 42795490), and the right to perform the following legally significant actions on the specified information platform in the name and on behalf of _____ (*name of the Trustee*), in accordance with and taking into account the requirements Code of the gas transport system:

- apply to the operator of the gas transportation system with a request and receive information from him about the existence of an active natural gas transportation contract, the absence of grounds for the termination of the gas transportation system operator's provision of services under the natural gas transportation contract;
- to provide commercial notices for the alienation or acquisition of natural gas after the acquisition/alienation of ___(*name of Principal*)__ ownership rights to such amount (volume) of natural gas on ___(*name of trading platform*)___ under the contract of sale of natural gas (or other civil - legal agreement);
- to sign and provide the operator of the gas transportation system with information about the serial number (serial numbers) of the qualified electronic signature of the person (persons) authorized by this power of attorney, including changes to such information.

Serial number (serial numbers) of the qualified electronic signature of the person(s) authorized by the Power of Attorney:

_____ *(indicate the name of the authorized person)* _____ *(indicate the serial number of the QES of the authorized person)*

The powers granted to the representative (representatives) by this power of attorney cannot be transferred to other persons by the right of delegation.

This power of attorney was issued on __(*date, month, year of issuing the power of attorney*) and is valid from_____. This power of attorney is valid on __(*date, month, year*)

_____ _____ _____

(head position) (signature) SEAL

ANNEX No. 3

to the Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

ASSIGNMENT AGREEMENT No. ---

Kyiv "------" _____ 20__

---------- **"---- ----------"** (hereinafter referred to as ***the Trustee***), in the person of ----------, which acts on the basis of _____, on the one hand, and

Ukrainian Energy Exchange Limited Liability Company (hereinafter - ***the Attorney***), in the person of ----------, who acts on the basis of _____, on the other hand, (hereinafter collectively referred to as the "Parties", and each separately as a "Party"), guided by the norms of Art. 1000 – 1009 of the Civil Code of Ukraine, have entered into this assignment agreement for the following:

1. SUBJECT OF THE AGREEMENT

1.1. Under this Agreement, the Principal instructs, and the Attorney undertakes, to represent the interests of the Principal before the gas storage operator - Ukrtransgaz Joint Stock Company, for which the Attorney is granted the right to access the information platform of the gas storage operator - Ukrtransgaz Joint Stock Company and the right to act on behalf and on behalf of the principal shall take the following legally significant actions on the specified information platform in accordance with and taking into account the requirements of the Gas Storage Code:

- to contact the gas storage operator with a request and receive information from him about whether the Principal has a valid natural gas storage contract, there are no grounds for the termination of the gas storage operator's provision of services under the natural gas storage contract;
- to contact the gas storage operator with a request and receive from him information about the availability of natural gas in the Principal's storage account, volumes of natural gas in the storage account, information about encumbrances or restrictions (including seizure) of natural gas;
- contact the gas storage operator with a request and receive information from him about the availability of the Trustee's allocated individual working volume under the contract for storage (injection, withdrawal) of natural gas;

- provide trade notifications for the alienation or acquisition of natural gas after the alienation/acquisition by the Trustee of ownership of such amount (volume) of natural gas on the trading platform of the Attorney under the natural gas purchase and sale agreement.

1.2. The services specified in clause 1.1 of this Agreement are provided to the Authorized Trustee free of charge.

2. OBLIGATIONS OF THE TRUSTEE

2.1. In order to properly implement the subject matter of this Agreement by the Parties, the Trustee under this Agreement undertakes the following obligations:

2.1.1. immediately after this Agreement enters into force, issue a power of attorney to the representative (representatives) of the Attorney to perform the legal actions specified in clause 1.1. of this Agreement, according to the standard form of power of attorney, which is Appendix No. 1 to this Agreement.

2.1.2. to provide the Attorney with the means necessary for the Attorney to fulfill the Principal's mandate under this Agreement, in particular to pay the Attorney his due fee on time and in full in accordance with the conditions of clause 1.2. of this Agreement.

2.1.3. immediately accept from the Attorney all instructions received by him in connection with the execution of this Agreement (if it will be necessary during the execution of this Agreement).

3. OBLIGATIONS OF THE ATTORNEY

3.1. Under this Agreement, the attorney undertakes the following duties:

3.1.1. perform the legal actions specified in Clause 1.1 of this Agreement and in the power of attorney, which will be issued by the Principal to the representatives of the Attorney in connection with the conclusion of this Agreement, in the manner prescribed by the internal documents of the Attorney, posted on the official website https://www.ueex.com.ua;

3.1.2. to notify the Trustee, upon his written request, of information on the progress of the Attorney's execution of the Trustee's mandate under this Agreement;

3.1.3. after execution of the Principal's mandate or in the event of termination of this Agreement before the execution (and/or expiration) of the Principal's mandate, to return to the Principal the power of attorney(s) issued by him, the term of which(s) has not expired;

3.1.4. transfer to the Trustee everything received in connection with the performance of the Trustee's mandate under this Agreement (if it is necessary during the execution of this Agreement).

4. RESPONSIBILITY OF THE PARTIES FOR BREACH OF AGREEMENT

4.1. In case of violation of the terms of this Agreement, the guilty Party bears the responsibility defined by this Agreement and/or the current legislation of Ukraine.

4.1.1. A breach of the Agreement is its non-performance or improper performance, that is, performance in violation of the conditions defined by the content of this Agreement.

4.1.2. The Party is not responsible for the violation of the Agreement, if it was not caused by its fault (intentionally or carelessly).

4.1.3. The party is considered innocent and is not liable for breach of the Agreement, if it proves that it has taken all measures dependent on it for the proper implementation of this Agreement.

4.2. The Party that violated this Agreement is obliged to compensate for the damages caused by such a violation, regardless of the other Party taking any measures to prevent damages or reduce damages, except for cases where the latter by its culpable (intentional or negligent) act (action or inaction) contributed to the occurrence or increase of losses.

4.3. The payment by the Party of the fines (penalties) specified by this Agreement and (or) the legislation in force in Ukraine does not release it from the obligation to compensate, at the request of the other Party, the losses (real losses and (or) lost profits) caused by the violation of the Agreement, in full, and compensation for damages does not release it from the obligation to pay fines in full at the request of the other Party.

4.4. Payment by the Party and (or) compensation for damages caused by the violation of the Agreement does not release it from the obligation to fulfill its obligations under this Agreement, unless otherwise expressly provided by the current legislation of Ukraine.

5. RESOLUTION OF DISPUTES

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

5.2. If the relevant dispute cannot be resolved through negotiations, it is resolved in a court of law according to the established jurisdiction and jurisdiction of such a dispute in accordance with the current legislation of Ukraine.

6. EFFECT OF THE AGREEMENT

6.1. This Agreement is considered concluded and enters into force from the moment it is signed by the Parties and affixed with the seals of the Parties (if any) and is effective from _____.

6.2. The term of this Agreement begins at the moment specified in clause 6.1 of this Agreement and ends "-----" --------- 202. The term of the Agreement ends earlier if it is granted to another legal entity the right to carry out natural gas storage activities.

6.3. Expiration of the term of this Agreement does not release the Parties from the completion of the Parties' obligations under it and from responsibility for its violation that occurred during the validity of this Agreement.

6.4. Amendments to this Agreement may be made only by agreement of the Parties, which are formalized by an agreement on amendments (additional agreement) to this Agreement.

6.5. Amendments to this Agreement shall enter into force from the moment of the appropriate execution by the Parties of the corresponding agreement on amendments (additional agreement) to this Agreement (if they are set out in writing, signed by the Parties and sealed with their seals (if any), unless otherwise specified in the additional agreement itself agreement, this Agreement or in the current legislation of Ukraine). Amendment agreements (additional agreements) and Annexes to this Agreement are its integral parts.

7. FINAL PROVISIONS

7.1. All legal relations arising from this Agreement or related to it, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or violation of the Agreement, are governed by this Agreement and the relevant norms of the current legislation of Ukraine. The customs of business turnover can be applied to the above-mentioned legal relationship based on the principles of good faith, reasonableness and justice.

7.1.1. By signing this Agreement, the Trustee unconditionally agrees to be guided by the internal documents of the Attorney posted on the official website when fulfilling the obligations under this Agreement https://www.ueex.com.ua.

7.2. After this Agreement enters into force, all previous negotiations under it, correspondence, letters of intent and any other oral or written agreements of the Parties on matters related to this Agreement in one way or another shall lose legal force, but may be taken into account when interpreting the terms of this Agreement.

7.3. The Parties bear full responsibility for the correctness of the details specified by them in this Agreement and undertake to promptly notify the other Party in writing of their change, and in case of failure to notify, bear the risk of adverse consequences associated with it.

7.4. Assignment of the right of claim and (or) transfer of the debt under this Agreement by one of the Parties to third parties is allowed only on the condition of written agreement with the other Party.

7.5. All corrections to the text of this Agreement are valid and can be taken into account only on the condition that they are dated in each individual case, certified by the signatures of the Parties and sealed with their seals (if available).

7.6. This Agreement is drawn up with full understanding by the Parties of its terms and terminology in the Ukrainian language in two authentic copies that have the same legal force - one for each of the Parties.

LOCATION AND DETAILS OF THE PARTIES

TRUSTEE	**ATTORNEY**
Short name	*Short name*
Identification code of the legal entity	*Identification code of the legal entity*
Location	*Location*
Bank details: current account No. ------ in (name of the bank), bank code ------	*Bank details: current account No. ------ in (name of the bank), bank code ------*
SIGNATURES PARTIES	
_____/_____/	_____/_____ /
SEAL	SEAL

ANNEX No. 1

to the Assignment Agreement

POWER OF AUTHORITY No

_____;

(name / full name of natural gas market subject)

represented by _____ *(position, full name)* _____,
who acts on the basis of _____, guided by the norms of the current legislation of Ukraine, authorizes

_____

(full name, position)

_____

(series, passport number of a citizen of Ukraine, by whom and when issued)

_____

to represent the interests of _____

(name/surname of natural gas market subject)

before the Gas Storage Operator - JSC "Ukrtransgaz", for which he/she is provided on behalf of _____ right access to information

(name/full name of natural gas market entity)

platform of the Gas Storage Operator and the right to act on behalf of and on behalf of _____

(full name of natural gas market subject)

the following legally significant actions on the specified platform, in accordance with and taking into account the requirements of the Gas Storage Code:

a) receive from the Gas Storage Operator information about interaction and provision of services for information support of exchange trading, namely:

- regarding the current contract for storage (injection, withdrawal) of natural gas between the Customer of storage services and the Gas Storage Operator;

- regarding the volume of natural gas accounted for on the Customer's storage account in accordance with the reservation application;

b) provide trade notifications for the alienation or acquisition of natural gas after acquisition/alienation_____

(name/surname of natural gas market subject)

Ownership rights for such volume of natural gas on the commodity exchange –Ukrainian Energy Exchange Limited Liability Company under a natural gas purchase and sale agreement (or other civil law agreement);

c) sign and provide the Gas Storage Operator with information about the serial number(s) of the qualified electronic signature of the person(s) authorized by this power of attorney, including any changes to such information;

The powers granted to the representative(s) by this power of attorney cannot be transferred to other persons by right of sub-delegation.

This power of attorney was executed on_____ and is valid from _____.

This power of attorney is valid on _____(date, month, year)_____.

Position *signature* *initials*

ANNEX No. 4

to the Regulations of exchange trading on the natural gas short-term market using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

--------- (position)

Ref. No. _____

_____ (name of the operator of the gas transportation system)

dd. ----- 20--

Full name

On giving consent to

transfer of rights and obligations

under the Natural Gas Transportation Agreement

Statement

Dear _____!

___ *(name of the customer of transportation services)*(hereinafter referred to as the "Customer of transportation services") (natural gas transportation contract No. _____ dd. _____ _____20___) for the purpose of concluding an assignment agreement with the operator of the trading platform - the Ukrainian Energy Exchange Limited Liability Company, is writing to you with this letter in order to obtain a preliminary written consent from the Operator of the gas transportation system regarding the conclusion of the aforementioned contract of assignment.

In addition, we would like to inform you that the aforementioned contract of assignment contains provisions on the provision of the trading platform to the Operator, in particular:

- the right to contact the Operator of the gas transportation system with a request and receive information from him about the existence of an active natural gas transportation contract, the absence of grounds for the termination of the provision of services by the Gas Transportation System Operator under the natural gas transportation contract;
- the right to provide, on behalf of and on behalf of the Bidder, trade notices for the alienation or acquisition of natural gas after the acquisition/alienation of ownership of such volume of natural gas under the natural gas purchase and sale agreement (or other civil law agreement).

Position **full name**

ANNEX No. 5

to the Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Ref. No. _____

dd. ----- 20--

----------(position)

Joint Stock Company "Ukrtransgaz"

---------- (full name)

About the prior approval of permission to grant

UEEX LLC trade notices

Statement

Dear _____!

_____ (here in after referred to as the Customer of storage services)

(name of the customer of storage services)

(natural gas storage agreement No. _____ dated _____ _____20___) hereby informs JSC "Ukrtransgaz" (Gas Storage Operator) that the Customer of storage services and the Ukrainian Energy Exchange Limited Liability Company (Trading Platform Operator) have concluded an agency agreement No. _____ dated ____ _____ 20____.

In accordance with the mandate agreement, we request to grant the Ukrainian Energy Exchange Limited Liability Company the right to access the information platform of the gas storage operator - _____and the right to perform the following legally significant actions on the specified information platform in accordance with and taking into account the requirements of the Gas Storage Code on behalf of and on behalf of the Customer of storage services, namely:

- receive information about the Customer's availability of storage services under the current natural gas storage contract, and the absence of grounds for the termination of the gas storage operator's provision of services under the specified contract;
- receive information from the Gas Storage Operator about the volume of gas storage services reserved by the Customer in accordance with the reservation application,
- provide trade notifications for the alienation or acquisition of natural gas stored in gas storage facilities after the acquisition/alienation by the Customer of the right of ownership to such volume (volume) of natural gas on the trading platform of the Ukrainian Energy Exchange Limited Liability Company under a natural gas purchase and sale agreement.

- provide information notifications for the removal from reservation of natural gas volumes to which Voluntary Reservation was applied.

Position **Full name**

ANNEX No. 6

to the Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

STANDARDIZED FORM

CONTRACT

of purchase and sale

(Ukraine) *" "_____ 20___*

----------(hereinafter - the Seller), which is a legal entity under the legislation of Ukraine, in the person who acts on the basis, on the one hand, and ---------- ---------- (hereinafter - the Buyer), which is a legal entity under the legislation of Ukraine, in the person who acts on the basis of, on the other hand, (hereinafter collectively referred to as ***the Parties***, and each separately as ***a Party***), have entered into this Purchase and Sale (Supply) Agreement, hereinafter referred to as the Agreement, on the following:

DEFINITION OF TERMS:

EIC code- unique energy identification code of the Natural Gas Market Subject and/or commercial accounting point used in the natural gas market.

Exchange, Trading Platform Operator - Limited Liability Company "Ukrainian Energy Exchange", which was established and operates in accordance with the Law of Ukraine "On Commodity Exchanges" and in compliance with the requirements established by the Law of Ukraine "On the Natural Gas Market", the Code of the Gas Transport System and other regulatory legal acts in sphere of natural gas market regulation and activity of commodity exchanges; a business entity that has organized and provided access to bidders on its electronic platform for placing natural gas purchase and sale offers by them (including the possibility of changing or canceling them) and/or registration of natural gas purchase and sale agreements concluded by bidders;

Gas -natural gas, which is transferred in accordance with and in accordance with the terms of this Agreement;

Gas day -gas day, in which natural gas is transferred;

Gas Transport System (GTS) -technological complex, which includes a separate main gas pipeline with all objects and structures connected to it by a single technological process, or several such gas pipelines, which transport natural gas from the point (points) of entry to the point (points) of exit;

Contract value- the value of the Contractual volume of Gas, which is determined on the basis of the Contractual Price in accordance with the terms of the Contract;

Contract Price- the price of Gas according to exchange agreement No. 1 on the basis of which this Agreement is concluded;

Contractual scope- the amount of Gas supplied in accordance with the Agreement during the Gas Day;

Information platform- a platform created by the GTS Operator, which will support its operation, with the aim of ensuring electronic interaction and document flow between the Seller, the Buyer, the Exchange, including for the organization of ordering and support of natural gas transportation services in the conditions of daily balancing of the gas transportation system;

Clearing Institution - Ukrainian Clearing House Limited Liability Company (USREOU code 45539058), which carries out clearing activities for the determination of obligations on the basis of a license for professional activities in the capital markets - clearing activities: clearing activities for the determination of obligations issued by the National Securities and Stock Market Commission (Resolution No. 34/21/1512/K01 of 04.12.2024) and with which the Exchange cooperates in accordance with the clearing agreement.

Gas transportation system operator (GTS operator)- a business entity that, on the basis of a license, carries out activities related to the transportation of natural gas through the gas transportation system in accordance with the Code of the Gas Transportation System, within the meaning of this Agreement, for the benefit of the Buyer;

Escrow account-an account opened by an exchange trading participant in a settlement bank on the basis of the short-term natural gas market in order to prevent the risk of non-payment of settlements under concluded contracts for the purchase and sale of goods concluded on the short-term natural gas market;

Trade Notice ("General Trade Notice")- an information notice in accordance with the form established by the Code of the Gas Transportation System and the agreement on interaction between the operator of the trading platform and the operator of the gas transportation system, which is sent to the GTS Operator from the participant of the exchange auctions regarding the volumes of natural gas that he alienated or purchased; such trading notices are sent to the GTS Operator on behalf of the exchange trading participant by the Exchange as a proxy on the basis of the proxy agreement concluded with the relevant exchange trading participant;

The terms not defined in this Agreement have the meanings given in the Regulations for exchange trading on the short-term natural gas market using the trading platform of the commodity exchange

- Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), other internal documents of the Exchange, in particular, the Rules of the Limited Liability Company "Ukrainian Energy Exchange", located on the official website www.ueex.com.ua, and normative legal acts.

1. SUBJECT OF THE AGREEMENT

1.1. The Seller undertakes to supply the Buyer with the Contractual Volume of Gas at the Contractual Price during the Gas Day, and the Buyer undertakes to accept the Gas from the Seller during the Gas Day and pay the Contractual Price of such Gas, in the order and terms specified in this Agreement.

Acceptance and transfer of Gas takes place at the Delivery Point.

Delivery point: virtual sales point in the network of pipelines ------- "---------- ----------"

(abbreviated name of the GTS Operator is indicated), namely: Virtual Trading Point (VTP)

1.2. Acceptance and transfer of Gas by the Parties takes place during the Gas Day by the Exchange submitting Trade Notices (Generalized Trade Notice) to the GTS Operator on behalf of the Seller and the Buyer in accordance with the assignment agreements concluded with them. The Gas acceptance-transfer procedure is considered completed if the GTS Operator has not rejected both submitted Trade Notices (Generalized Trade Notice) - the Gas transfer has been agreed.

2. OBLIGATIONS OF THE PARTIES

2.2. The Seller undertakes to deliver Gas, as defined in the Agreement, provided the Buyer fulfills payment obligations, as defined in Clause 5.1 of this Agreement.

2.3. The parties undertake to submit nominations for the Gas Day to the GTS Operator in accordance with the procedure and within the terms stipulated by the Code of the Gas Transport System, pay all necessary payments and fulfill all other obligations, without exception, provided for by the Code of the Gas Transport System and the contract concluded with GTS Operator.

2.4. The parties undertake the obligation to timely draw up and sign acts of acceptance and transfer of the actually transferred and accepted Gas ("**Act of Gas Supply**"), but no later than one working day from the date of completion of the procedure of acceptance and transfer of Gas.

2.5. The Buyer undertakes to purchase and receive Gas at the Delivery Point and to fully settle with the Seller for the volumes of Gas supplied, within the terms and conditions specified in this Agreement.

3. QUANTITY, QUALITY, PRICE, COST

3.1. Seller supplies Gas to the Buyer during the Gas Day.

3.2. The contracted volume of Gas is ---------- (------) cubic meters.

3.3. The parameters of the Gas supplied under this Agreement must correspond to the parameters of the gas located in the gas pipeline system of Ukraine.

3.4. One cubic meter (c. m.) adjusted to standard conditions (T-20 degrees Celsius, R = 101.325 Kpa /760 mmHg) is taken as the calculation unit of the transferred gas.

3.5. The contract price of Gas is: _____UAH ___ kop. (hryvnia kopecks) for 1000 (one thousand) cubic meters in addition VAT 20% - UAH kop. (hryvnia kopecks). Total with VAT 20% -___ UAH kop. (hryvnia kopecks).

3.6. The contractual price of Gas is: UAH. kop. (hryvnia kopecks), in addition VAT 20% - UAH kop. (hryvnia kopecks). Total with VAT 20% -___ UAH _____kop. (hryvnia kopecks).

3.7. The parties agree that if any additional taxes or mandatory payments arise for such Gas, the Contract Price shall be increased accordingly, including such additional taxes. The parties irrevocably agree to conclude a corresponding additional agreement regarding such an increase no later than within 3 working days from the moment when the relevant legislative act came into force.

3.8. **EIC code of the Seller_____.**

EIC code of the Buyer_____.

4. OWNERSHIP RIGHTS. SPECIAL CONDITIONS

4.1. Ownership and risk of loss or damage to natural gas passes from the Seller to the Buyer at the Delivery Point upon receipt of the Gas. For the avoidance of doubt, the Seller shall bear the costs of transporting the gas on site to the Delivery Point and the Buyer shall bear the costs of transporting the gas after leaving the Delivery Point.

4.2. The gas is considered to be properly transferred by the Seller and accepted by the Buyer, and the fact of the transfer of ownership of the Gas from the Seller to the Buyer will be confirmed after the GTS Operator processes Trade Notifications (Generalized Trade Notifications) and the GTS Operator approves the transfer of natural gas and assigning the Contractual Gas Volume to the balancing portfolio of Seller and Buyer of Gas Day, respectively:

- as a selection from the gas transportation system - in relation to the Seller's balancing portfolio;
- as a feed to the gas transportation system - in relation to the Buyer's balancing portfolio.

4.3. By concluding this Agreement, the Seller confirms that by the time of the actual transfer of natural gas, he will have a confirmed nomination of natural gas in the amount necessary for sale of the Buyer.

4.4. The parties confirm that the transmission of Gas is carried out through the networks of the GTS Operator. Relations with the GTS Operator in terms of transportation are regulated by separate Gas transportation contracts concluded between the Parties (each separately) and the GTS Operator. Taking this into account, each of the Parties independently ensures proper and timely payment for the Operator's services and the availability of financial support in the required amount in accordance with the requirements of the Gas Transportation System Code.

4.5. The Seller's obligations regarding the transfer of Gas under this Agreement are valid only on the condition that the Buyer's Trade Notifications for the relevant volume of Gas were duly accepted and confirmed by the GTS Operator in the Information Platform system.

4.6. The Buyer's obligations to accept and pay the Gas under this Agreement are valid only on the condition that the Seller's Trade Notifications for the relevant volume of Gas were duly accepted and confirmed by the GTS Operator in the Information Platform system.

4.7. In the event that the Operator of the gas transportation system, as a result of the processing of Trade Notifications (Generalized Trade Notification) received from the Exchange, does not approve the transfer of Gas between the Seller and the Buyer for the reasons defined by the Code of the Gas Transportation System, and provides the appropriate notification of the Exchange about the results of processing the trade notifications (Generalized Trade Notification). Exchange shall inform the Clearing Institution thereof, and the Clearing Institution shall take appropriate measures for determination of liabilities and risk management.

Upon the occurrence of such an event, this Agreement shall be considered terminated.

4.8. The Buyer guarantees that the Buyer does not use the gas purchased from the Seller for the production of goods and provision of services for other (own) needs. This provision does not in any way affect the right of the Buyer to deliver the Gas purchased under this Agreement to the end consumers of Gas.

The restrictions specified in the first paragraph of this clause do not apply to natural gas, the purchase of which is carried out by the operator of the gas transportation system, the operator of gas storages and the operators of gas distribution systems to ensure their own economic activity (including for their own production and technical needs, covering costs and production and technological costs, carrying out balancing actions) in accordance with the current legislation, provided that such purchases are made on commodity exchanges, the activity of which is regulated by the law that defines the legal conditions for the creation and functioning (activity) of commodity exchanges, and which meet the requirements of the gas transportation system code.

5. SETTLEMENT PROCEDURE

5.1. On the basis of this Agreement, the Buyer shall pay for the Contractual Volume of gas under this Agreement by 100% payment at the contractual price using an Escrow Account. Funds are transferred from the escrow account to the beneficiary in accordance with the terms of CBSA.

5.2. Payments under this Agreement are made by the Buyer in the national currency of Ukraine to the Seller's current account specified in section 13 of this Agreement. The payment is considered completed when the full Contract value is credited to the Seller's current account on the working day on which the Gas was transferred, or on the next working day (according to the working hours of the settlement bank).

5.3. The volume of Gas specified in the Commercial Notice (Generalized Commercial Notice), which is confirmed by the GTS Operator, is the basis for making calculations and signing all the necessary documents under this Agreement, even if one of the Parties deliberately refuses to sign any of these documents.

6. RESPONSIBILITY OF THE PARTIES

6.1. The parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement, inyernal documents of clearing institution in accordance with the current legislation of Ukraine, the requirements of the Rules, Regulations and the terms of this Agreement. In no event shall a Party be liable for indirect damages (including, without limitation, lost profits) suffered by another Party.

6.2. In the event that the tax authority stops the registration of a tax invoice or the calculation of an adjustment due to the classification of the Seller and/or its operations as risky, which caused the Buyer to be deprived of the right to include such a tax invoice or calculation of the adjustment in the tax reporting of the relevant reporting period, the Seller is obliged to compensate damages caused to the Buyer by this, namely - the Seller is obliged within 10 (ten) calendar days from the date of receipt of the corresponding written demand sent by the Buyer to pay the Buyer cash in the amount equal to the amount of VAT in the specified tax invoice and/or calculation of adjustments, the registration of which was suspended by the tax authority. If in the future as a result of the Seller taking all the necessary actions for unlocking, the tax invoice and/or adjustment calculation are registered in the Unified Register of Tax Invoices, the Buyer shall, within ten (10) calendar days, return to the Seller the funds paid by the latter under this clause of the Agreement.

6.3. In the event of a violation by the Seller of the procedure for issuing and/or issuing a tax invoice or calculation of adjustment, and/or the deadlines and/or conditions of registration and/or the absence of the fact of registration of the tax invoice or calculation of adjustment in the Unified Register of Tax Invoices, etc., the Seller is obliged to compensate damages caused to the Buyer by him, namely - the Seller is obliged within 10 (ten) calendar days from the date of receipt of the corresponding written demand sent by the Buyer to pay the Buyer cash in the amount equal to the

amount of VAT in the specified tax invoice and/or adjustment calculation. If in the future the violation is eliminated and/or such tax invoice and/or adjustment calculation is registered by the Seller.

6.4. In the event that the tax authority by issuing a tax notification-decision, in the event that such a notification-decision remained valid after its legal appeal (with the mandatory request of the Buyer to involve the Seller in the consideration of such a court case as a third party), in that number in the appeal procedure, the Buyer's VAT tax credit will be reduced and/or the budget reimbursement from VAT will be reduced and/or the Buyer's tax expenses will be reduced for the cost of gas sold by the Seller,if, according to the conclusions of the tax authority's inspection act, the direct basis for this will be the legal relationship of the Buyer with the Seller under this Agreement (inappropriateness from the point of view of the tax authority of the primary documents; fictitious activity or the status of the Seller's "tax pit" from the point of view of the tax authority; improper registration of tax invoices by the Seller and/or adjustment calculations, etc.), then the Seller undertakes, within 10 (ten) calendar days from the date of receipt of the corresponding written demand from the Buyer with proper documentary justification, to pay the Buyer cash in an amount equal to the amount by which the Buyer has reduced the tax VAT credit and/or the amount of the budget refund from VAT is reduced and/or in the amount of 18% of the amount, by which the tax expenses of the Buyer are reduced and/or in the amount of fines (including penalties) actually paid by the Buyer to the budget.

7. FORCE MAJEURE

7.1. **Force Majeure** means any event or circumstance that is beyond the reasonable control of the Party, which refers to Force Majeure and makes it impossible for the declaring Party to fulfill its obligations under this Agreement, and as a result of which or as a result of which such Party fails to fulfill any or any obligations under this Agreement, provided that such non-performance could not have been prevented or overcome by the declaring Party with reasonable efforts on its part.

Force Majeure includes the following events and circumstances, if they meet the criteria of Force Majeure defined in this clause:

(i) strikes, lockouts and other industrial conflicts;

(ii) legislation, laws, by-laws, rules, regulations and/or orders of the government or governmental agencies or their representatives, or other entities controlled or owned by the government, or compliance with such legislation, laws, regulations, resolutions and/or orders that directly concern the Party, including those that make it illegal for any of the Parties to fulfill their obligations under this Agreement;

(iii) actions of enemy states, wars, civil and military disturbances, blockades, uprisings, mutinies, epidemics, quarantine restrictions;

(iv) natural disasters, including lightning, earthquakes, fires, hurricanes, storm warnings, seismic waves, floods and other natural disasters and adverse weather conditions;

(v) explosions, fires, accidents, breakdowns or failures of machinery or processing equipment

gas transportation system or gas production enterprise;

(vi) a force majeure event, duly declared under the contractual agreements of any of the Parties with ----- "--------" (*the abbreviated name of the GTS Operator is indicated*) regarding access to the gas transportation system, concerning delivery and acceptance of gas under this Agreement;

(vii) any non-fulfilment and/or improper performance of obligations and functions of the GTS Operator provided for by the Gas Transportation System Code regarding Gas transportation (including capacity allocation orders, natural gas transportation orders and balancing, provided, however, that in any in the event that such delay and/or non-performance by the Operator was not caused by the respective Party's non-compliance with the rules and procedures established by law) necessary for the Party of this Agreement to properly fulfill its obligations under this Agreement, for reasons beyond the control of such Party and/or because of her fault;

(viii) failure of the communication systems or computer systems of the GTS Operator and/or non-response by the GTS Operator to all attempts by the Party to contact the GTS Operator within the established time limits before the start or during the delivery, which does not allow the Party to fulfill its obligations under this Agreement.

7.2. Party will not be deemed to be in breach of any of its obligations under this Agreement and will not be liable for any delay in performance or failure to perform any of its obligations under this Agreement if such performance becomes impossible, is hindered or delayed due to Force Majeure circumstances.

7.3. The party, in relation to which there are circumstances that prevent it from fulfilling its obligations under this Agreement, must immediately (but, in any case, not later than 3 (three) days after it became aware of the occurrence of such circumstances) notify the other Party about the beginning or termination of such circumstances. The notice of the Party affected by Force Majeure must contain a reference to the specific circumstance of Force Majeure that occurred, its duration and the obligations of the Party under this Agreement that were affected. The party affected by Force Majeure must provide relevant documentary evidence, including, but not limited to, a certificate from the Chamber of Commerce and Industry of Ukraine (or the Chamber of Commerce and Industry in the relevant region) confirming such Force Majeure and its impact on the Party, or any other sufficient and appropriate evidence.

7.4. If the Force Majeure circumstances preventing either Party from fulfilling its obligations under this Agreement continue, or are reasonably expected to continue for more than forty-five (45) consecutive Days, each Party may terminate this Agreement, having informed about it in writing.

7.5. Regardless of any other provision of this section, the Party will not be released from its obligation to make payments due under this Agreement.

8. INFORMATION AND PRIVACY

8.1. During the term of the Agreement, the Seller and the Buyer undertake to cooperate and provide each other with such information as may be objectively necessary for the Buyer and the Seller to fulfill their obligations under this Agreement.

8.2. The terms and conditions of this Agreement and any confidential or proprietary information in written, oral or electronic form that a Party receives from another Party under this Agreement shall be considered confidential for a period of three years after the expiration or termination of this Agreement. Information shall not be disclosed to any Person, either in whole or in part, by the Party receiving it pursuant to this Agreement ("**Receiving Party**"), without the prior written consent of the Party disclosing it pursuant to this Agreement ("**Disclosing Party**").

8.3. The Receiving Party is not required 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 violation of this Agreement;

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

(3) legally acquired in the future by the Receiving Party, without the obligation of confidentiality, from a Person who is not a party to this Agreement.

8.4. The Receiving Party is not obliged to obtain the prior consent of the Disclosing Party to disclose the Information:

(1) managers, officials and employees of the Receiving Party;

(2) to the owners (ultimate beneficiaries) of such Receiving Party;

(3) persons who provide professional services to such Receiving Party (for example, auditors, appraisers, experts, etc.);

(4) provided that any prospective creditor, investor or assignee first agrees in writing to such Party to undertake confidentiality obligations no less stringent than those provided in this section, and provided that the Receiving Party shall make reasonable efforts to enforce such conditions, in accordance with or in connection with:

(a) by financing the activities of such Party provided for in this Agreement; and

(b) any potential bona fide assignment of all or part of the Party's rights or obligations under this Agreement;

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

(6) the disclosure of which is required by the rules and regulations of any exchange on which the shares of the Receiving Party or the shares of any of its affiliates are registered, provided that before disclosing such Information, the Receiving Party agrees with the other Party and provides such Party information disclosure project and reasons for disclosure of such information;

provided that

(i) any disclosure of Information by the Receiving Party, except as provided

subparagraphs (5) and (6) of this clause, must be justified by reasonable necessity on the part of any Person to whom it is disclosed,

(ii) in the cases provided for in subparagraphs (1), (2) and (3) of this paragraph, the Receiving Party shall use reasonable efforts to limit such disclosure, and

(iii) the Persons referred to in subparagraph (3) of this clause shall be required by such Party to give an undertaking in writing to maintain the confidentiality of such Information and provided that such Party shall use reasonable efforts to ensure compliance with such undertaking.

8.5. The parties undertake to exercise care and diligence in order to prevent any direct or indirect offer, payment, incitement or consent to receive bribes in any form in connection with this Agreement. This obligation applies 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 reports prepared in accordance with or on the basis of this Agreement, including invoices, billing documents, notices, reports and financial calculations, must truthfully reflect the facts of the activities and transactions to which they relate.

9. DISPUTE RESOLUTION PROCEDURE

9.1. This Agreement is regulated and interpreted exclusively in accordance with the laws and by-laws of Ukraine.

9.2. The parties agreed that all disputes will be resolved through negotiations. If the Parties cannot resolve the dispute through negotiations, such dispute will be referred to a competent court that has the appropriate jurisdiction in accordance with the requirements of the legislation of Ukraine.

9.3. This Agreement is drawn up in two original copies in the Ukrainian language - one copy for each of the Parties.

10. EARLY TERMINATION OF THE AGREEMENT

10.1. The entire Agreement may be terminated:

10.1.1. by mutual consent of the parties;

10.1.2. upon the occurrence of the event provided for in clause 4.7. of this Agreement;

10.1.3. in the cases stipulated by the current legislation of Ukraine, Rules and Regulations.

10.2. In the event of the occurrence of any of the reasons for termination or expiration of the term specified in this section, the non-injured Party has the right to immediately terminate the Agreement if it, accordingly, without delay sends a written notice to the other party and indicates the reason for termination.

11. TERM OF THE AGREEMENT AND OTHER TERMS

11.1. This Agreement enters into force from the moment of its signing by the Parties through the use of electronic signatures in the system of the clearing accounting and is valid until they fully fulfill their obligations under this Agreement. 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.

11.2. Changes or additions to this Agreement are an integral part of this Agreement. The above-mentioned changes and additions become effective if they are implemented in the manner provided for in clause 11.1. of this Agreement.

11.3. The Parties may terminate the Agreement at any time, if there is a written consent of both Parties and there are no unfulfilled obligations.

11.4. If any provision of this Agreement, in whole or in part, is and/or becomes invalid or unenforceable, in particular due to any changes in legislation, this will not affect the validity of other provisions. In such event, such invalid, impractical and/or unenforceable provision shall be replaced by a provision that best serves the purpose of the provision that is invalid, impractical and/or unenforceable, and the Parties shall agree in good faith to include appropriate amendments to this Agreement.

11.5. No obligations or rights, other than the right to receive payments arising under this Agreement, may be assigned or transferred. Assignment of the right to receive payments can only take place with the mutual consent of the Parties, certified in writing.

11.6. The parties confirm that they are income tax payers in accordance with Chapter III of the Tax Code of Ukraine.

12. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE

12.1. The Parties hereby assure and guarantee each other that (both at the time of the signing of this Agreement by the Parties and for the future):

(a) the Party is not subject to sanctions by the UN Security Council, the Foreign Assets Control Division of the US Treasury, the Department of Commerce of the US Bureau of Industry and Security, the US State Department, the European Union, Ukraine, Great Britain or any other state or organization, decision and the acts of which are legally binding (hereinafter referred to as "Sanctions"); and

(b) The Party does not cooperate and is not connected by control relations with persons subject to the effect of Sanctions;

(c) The Party carries out its economic activity in compliance with the requirements of the Anti-corruption legislation.

Anti-corruption legislation should be understood as:

- any law or other normative legal act that puts into effect or in accordance with which the provisions of the Convention on Combating Bribery of Officials of Foreign States in the Implementation of International Business Transactions of the Organization for Economic Cooperation and Development (OECD Convention on Combating Bribery of Foreign Public) are applied Officials in International Business Transactions); or

- any provisions of the US Foreign Corrupt Practices Act of 1977, as amended, UK Bribery Act 2010, applied to the Parties; or

- any similar law or other normative legal act of the jurisdictions (countries) in which the Parties are registered or carry out their economic activities or the effect of which (or its individual provisions) applies to the Parties in other cases;

(d) the Party complies with the requirements of the Anti-corruption legislation applicable to it and has implemented appropriate measures and procedures to comply with the Anti-corruption legislation;

(e) The Party and all of its affiliates, directors, officers, employees or any other persons acting on behalf of this Party did not make any offers, did not grant powers and requests to provide or receive improper/unlawful material benefits or advantages in connection with this Agreement, as well as did not receive them, and do not intend to perform any of the above-mentioned actions in the future, as well as the Party used all possible reasonable measures to prevent such actions by subcontractors, agents, by any other third party over which it has some degree of control;

(f) The Party will not use the funds and/or property received under this Agreement for the purpose of financing or maintaining any activity that may violate the Anti-Corruption Law (in particular, but

not limited to, by providing a loan, making a contribution/contribution or transferring funds /property in another way for the benefit of its subsidiary, affiliate, joint venture or other person).

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

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

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

13. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

SELLER:

Name

Identification code of the legal entity

Location

Account No. -------- in -----

BUYER:

Name

Identification code of the legal entity

Location

Account No. -------- in ------

ANNEX No. 7

to the Regulations of exchange trading on the short-term market of natural gas using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

STANDARDIZED FORM

CONTRACT

purchase and sale of natural gas stored in gas storage facilities No.___

_____ (Ukraine) "_____"_____20__

_____ (hereinafter – the Seller), which is a legal entity under the legislation of Ukraine, in the person of _____, which acts on the basis of _____, on the one hand, and _____ (hereinafter – the Buyer), which is a legal entity under the legislation of Ukraine, in the person of _____, which acts on the basis of _____, on the other hand, (hereinafter collectively referred to as the Parties, and each separately as a Party),

guided by the Civil Code of Ukraine, the Economic Code of Ukraine, the Law of Ukraine "On the Natural Gas Market", the Code of Gas Storage (hereinafter - the Code), approved by the resolution of the National Commission that carries out state regulation in the fields of energy and communal services dd. September 30, 2015 under No. 2495, other normative legal acts of Ukraine regulating relations in the field of purchase and sale of natural gas, and internal documents of the Exchange, entered into this purchase and sale (supply) agreement, hereinafter referred to as the Agreement, on the following:

The terms used in this Agreement have the following meanings:

EIC code – unique energy identification code of the subject of the natural gas market and/or the point of commercial accounting used in the natural gas market in accordance with the Code of the gas transportation system;

"Exchange"- Commodity Exchange – "Ukrainian Energy Exchange" Limited Liability Company, which has organized and provides access to bidders on its electronic platform for posting offers (submission of applications) for the purchase/sale of natural gas (including the possibility of their change or cancellation), conclusion and registration agreements and contracts for the purchase and sale of natural gas;

Gas-natural gas, which is transferred in accordance with and in accordance with the terms of this Agreement;

Gas day (D)- gas day, in which natural gas is transferred;

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

Negotiable price- the price per thousand cubic meters of Gas, determined by exchange agreement No. _____ dd. _____, on the basis of which this Agreement is concluded;

Contractual scope- the amount of Gas that is transferred to the Buyer in accordance with this Agreement during the Gas Day;

Clearing Institution - Ukrainian Clearing House Limited Liability Company (USREOU code 45539058), which carries out clearing activities for the determination of obligations on the basis of a license for professional activities in the capital markets - clearing activities: clearing activities for the determination of obligations issued by the National Securities and Stock Market Commission (Resolution No. 34/21/1512/K01 of 04.12.2024) and with which the Exchange cooperates in accordance with the clearing agreement.

Gas storage operator (UGS operator)- a business entity that conducts natural gas storage (injection, withdrawal) activities based on a license issued by the National Commission, which carries out state regulation in the fields of energy and communal services;

Escrow account- an account opened by an exchange trading participant in a settlement bank on the basis of a CBSA for the purpose of preventing the risk of non-payment of payments under concluded contracts for the purchase and sale of goods;

The terms not defined in this Agreement have the meanings given in the Regulations for exchange trading on the short-term natural gas market using the trading platform of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), other internal documents of the Exchange, in particular, the Rules of the Limited Liability Company "Ukrainian Energy Exchange", located on the official website www.ueex.com.ua, and normative legal acts.

1. SUBJECT OF THE AGREEMENT

1.1. The Seller undertakes to transfer gas under the ownership of the Buyer, and the Buyer undertakes to accept and pay the price of such volume of Gas in a timely manner, in accordance with the procedure and conditions specified in this Agreement.

1.2. The seller guarantees that he has all the necessary rights to transfer the gas under this Agreement, that the Gas belongs to him by right of ownership and is a Ukrainian product within the meaning of the Customs Code, is not subject to the prohibition of alienation, seizure, is not subject

to a pledge or other means of ensuring the fulfillment of obligations obligations to any natural and/or legal entities, and is not subject to any other encumbrance or restriction.

1.3. Acceptance and transfer of gas by the Parties is carried out by the Exchange submitting trade notifications to the UGS Operator on behalf of the Seller and the Buyer in accordance with the assignment agreements concluded with them. Gas acceptance-transfer procedure is considered completed, and the ownership of the gas is acquired by the Buyer, if the UGS Operator confirms both trade notifications submitted to him and the gas transfer between the Seller and the Buyer is accounted for in accordance with the requirements of the Code.

1.4. Acceptance and transfer of Gas takes place at the Delivery Point.

The point of delivery is the underground gas storage facilities of the UGS Operator.

2. QUALITY, VOLUME AND TERM OF GAS TRANSFER

2.1. The quality standards, physico-chemical parameters and other characteristics of the Gas sold by the Seller to the Buyer must meet the requirements of Chapter III of the Code of the Gas Transportation System of Ukraine.

2.2. Gas is transferred by the Exchange on behalf of the Seller and Buyer of trade notifications to the Gas Storage Operator during the Gas Day _____.

2.3. One cubic meter of gas (c.m.), adjusted to standard conditions according to the Code of the Gas Transportation System, is accepted as the calculation unit of the transferred Gas.

2.4. The contractual volume to be transferred by the Seller to the Buyer, in accordance with the terms of the exchange agreement concluded by the Parties, is _____ cubic meters.

3. CONTRACTUAL PRICE, COST AND CALCULATION PROCEDURE

3.1. The contract price and value are determined in the national currency of Ukraine - hryvnia (UAH), including VAT.

3.2. The Buyer pays for the purchased Gas by transferring funds from the escrow account to the Seller's current account, or in another way, if it is provided by the Regulations. Funds are transferred in accordance with the terms of the CBSA.

3.3. The contract price of gas according to the exchange agreement is: UAH _____. __ kop. (_____ UAH __ kopecks) for 1000 (thousand) cubic meters, in addition VAT 20% - _____ UAH __ kop. (_____ UAH __ kop.). Total with VAT 20% - UAH _____. __ kop. (_____ UAH __ kop.).

3.4. The contractual price of Gas is: _____ UAH __ kop. (_____ UAH __ kop.) in addition VAT 20% - _____ UAH __ kop. (_____ UAH __ kop.). Total with VAT 20% - UAH _____. __ kop. (_____ UAH __ kop.).

3.5. The date of gas payment by the Buyer is the date of crediting the funds to the Seller's current account.

3.6. The volume of Gas specified in the trade notices, which is confirmed by the UGS Operator, is the basis for making calculations and signing all the necessary documents under this Agreement, even if one of the Parties refuses to sign any of this documents.

3.7. **Seller's EIC code: _____**

Buyer's EIC code: _____

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The parties undertake to fulfill the requirements of this Agreement, the Regulations and the current legislation of Ukraine.

4.2. The buyer has the right to receive gas in the volumes determined by the exchange agreement and this Agreement, subject to proper fulfillment of his obligations.

4.3. The Seller has the right to receive timely gas payment from the Buyer in accordance with the terms of the Agreement and Regulations.

4.4. Buyer's obligations to pay for gas under this Agreement are valid only in the condition that the Seller's trade notification for the relevant volume of Gas has been confirmed by the UGS Operator in accordance with the procedure established by the Code.

4.5. The Seller's obligations regarding the transfer of Gas under this Agreement become void if, during the processing of the trade notification, the fact of the Buyer's indebtedness to the UGS Operator under the natural gas storage (injection, withdrawal) contract (hereinafter referred to as the storage contract) was discovered and/or the ordered working volume of the Buyer's UGS is insufficient to receive gas. Upon the occurrence of such an event, this Agreement shall be considered terminated.

4.6. The parties have the right to exchange information between themselves and the Exchange on issues related to the implementation of this Agreement.

4.7. The parties enjoy other rights provided for by the current legislation of Ukraine, the Regulations and this Agreement.

5. SPECIAL CONDITIONS

5.1. Gas transfer is accounted for by the UGS Operator, provided that the Parties have valid storage contracts. By entering into this Agreement, the Parties confirm that they have valid storage agreements and that under these agreements there is nooverdue debt under the UGS operator, as well as the Buyer has sufficient volume to receive gas of the ordered working volume of UGS.

5.2. The right of ownership and the risk of loss or damage of Gas are transferred from the Seller to the Buyer at the Delivery Point from the moment the UGS Operator records the transfer of Gas in accordance with the requirements of the Code.

5.3. In the event that the UGS Operator, based on the results of the processing of trading notifications received from the Exchange, refuses to confirm them for the reasons specified by the Code, and provides an appropriate notification to the Exchange about the results of the processing of trading notifications, Exchange shall inform the Clearing Member thereof, and the Clearing Member shall take appropriate measures to determine the obligations and risk management. Upon the occurrence of such an event, this Agreement shall be considered terminated.

6. RESPONSIBILITY AND DISPUTE RESOLUTION PROCEDURE

6.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations hereunder in accordance with the applicable laws of Ukraine, provisions hereof and internal documents of the Clearing Member.

6.2. By concluding this Agreement, the Parties confirm that they are familiar with and agree to the requirements of the Clearing institution regarding the conditions and procedure for applying sanctions for non-fulfillment or improper fulfillment of contractual obligations.

6.3. Disputes arising from this Agreement or related to it shall be resolved through negotiations and consultations between the Parties.

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

6.5. In the event that the tax authority stops the registration of a tax invoice or the calculation of an adjustment due to the classification of the Seller and/or its operations as risky, which caused the Buyer to be deprived of the right to include such a tax invoice or calculation of the adjustment in the tax reporting of the relevant reporting period, the Seller is obliged to compensate damages caused to the Buyer by this, namely - the Seller is obliged within 10 (ten) calendar days from the date of receipt of the corresponding written demand sent by the Buyer to pay the Buyer cash in the amount equal to the amount of VAT in the specified tax invoice and/or calculation of adjustments, the registration of which was suspended by the tax authority. If in the future as a result of the Seller

taking all the necessary actions for unlocking, the tax invoice and/or adjustment calculation are registered in the Unified Register of Tax Invoices, the Buyer shall, within ten (10) calendar days, return to the Seller the funds paid by the latter under this clause of the Agreement.

6.6. In the event of a violation by the Seller of the procedure for issuing and/or issuing a tax invoice or calculation of adjustment, and/or the deadlines and/or conditions of registration and/or the absence of the fact of registration of the tax invoice or calculation of adjustment in the Unified Register of Tax Invoices, etc., the Seller is obliged to compensate damages caused to the Buyer by him, namely - the Seller is obliged within 10 (ten) calendar days from the date of receipt of the corresponding written demand sent by the Buyer to pay the Buyer cash in the amount equal to the amount of VAT in the specified tax invoice and/or adjustment calculation. If in the future the violation is eliminated and/or such tax invoice and/or adjustment calculation is registered by the Seller, the Buyer shall, within ten (10) calendar days, return to the Seller the funds paid by the latter under this clause of the Agreement.

6.7. In the event that the tax authority by issuing a tax notification-decision, in the event that such a notification-decision remained valid after its legal appeal (with the mandatory request of the Buyer to involve the Seller in the consideration of such a court case as a third party), in that number in the appeal procedure, the Buyer's VAT tax credit will be reduced and/or the budget reimbursement from VAT will be reduced and/or the Buyer's tax expenses will be reduced for the cost of gas sold by the Seller,if, according to the conclusions of the tax authority's inspection act, the direct basis for this will be the legal relationship of the Buyer with the Seller under this Agreement (inappropriateness from the point of view of the tax authority of the primary documents; fictitious activity or the status of the Seller's "tax pit" from the point of view of the tax authority; improper registration of tax invoices by the Seller and/or adjustment calculations, etc.), then the Seller undertakes, within 10 (ten) calendar days from the date of receipt of the corresponding written demand from the Buyer with proper documentary justification, to pay the Buyer cash in an amount equal to the amount by which the Buyer has reduced the tax VAT credit and/or the amount of the budget refund from VAT is reduced and/or in the amount of 18% of the amount, by which the tax expenses of the Buyer are reduced and/or in the amount of fines (including penalties) actually paid by the Buyer to the budget.

7. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE

7.1. The Parties hereby represent and warrant to each other that (both at the time of signing this Agreement and in the future):

(a) the Party is not subject to sanctions imposed by the United Nations Security Council, the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of State, the European Union, Ukraine, the United Kingdom or any other state or organization whose decisions and acts are legally binding (hereinafter referred to as “Sanctions”); and

(b) he Party does not cooperate and is not connected by control relations with the persons subject to Sanctions;

(c) The Party shall conduct its business activities in compliance with the requirements of the Anti-Corruption Legislation.

The Anti-Corruption Legislation shall mean:

- any law or other regulatory act that enacts or applies the provisions of the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of the Organization for Economic Cooperation and Development any law or other regulatory act that implements or applies the provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; or

- any provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the U.S. Foreign Corrupt Practices Act of 1977), the U.K. Bribery Act 2010 applicable to the Parties; or

- any similar law or other regulatory legal act of the jurisdictions (countries) in which the Parties are registered or conduct their business activities or the effect of which (or its separate provisions) is otherwise applicable to the Parties;

d) Party complies with the requirements of the Anti-Corruption Legislation applicable to it and has implemented appropriate measures and procedures to comply with the Anti-Corruption Legislation;

e) Party and all of its affiliates, directors, officers, employees or any other persons acting on behalf of this Party have not made any offers, authorized or requested any improper/unlawful material benefit or advantage in connection with this Agreement, nor have they received them, and do not intend to take any of the above actions in the future, and the Party has taken all reasonable measures to prevent such actions by subcontractors, agents, or any other third party over which it has some control;

f) Party shall not use the funds and/or property received under this Agreement to finance or support any activity that may violate the Anti-Corruption Law (in particular, but not limited to, by providing a loan, making a contribution or transferring funds/property in any other way in favor of its subsidiary, affiliate, joint venture or other person).

7.2. In case of breach by a Party of the representations and warranties specified in this section of the Agreement, such Party shall reimburse the other Party for all losses caused by such breach.

7.3. In case of imposition of Sanctions on one of the Parties or cooperation of the Party with the person subject to Sanctions, such Party shall immediately notify the other Party thereof and reimburse the latter for all losses incurred by it due to or in connection with the imposition of Sanctions or cooperation with the person subject to Sanctions.

7.4. Each of the Parties shall have the right to unilaterally suspend the performance of its obligations under this Agreement or terminate this Agreement by written notice to the other Party if there are reasonable grounds to believe that any of the representations and warranties set forth in this Section of the Agreement have been or will be breached. In this case, the Party that has reasonably exercised this right shall be released from any liability or obligation to reimburse penalties under the Agreement in connection with its failure to fulfill its contractual obligations and any costs, losses incurred by the other Party (directly or indirectly) as a result of such suspension/termination of the Agreement.

8. OTHER TERMS

8.1. This Agreement is a confidential document and the information contained in it is not subject to disclosure, except in cases and to the extent required by applicable law or by written consent of the Parties.

8.2. This Agreement shall enter into force on the date of its signing by the Parties by means of electronic signatures in the clearing system and shall remain in force until full fulfillment of their obligations hereunder. The signing of this Agreement by the Parties in hard copy shall not be required and shall not be a prerequisite for its entry into force.

8.3. This Agreement may be terminated:

- by mutual consent of the parties;
- in the cases stipulated by the current legislation of Ukraine and/or the Regulations.

8.4. Changes or additions to this Agreement are an integral part of this Agreement.

8.5. None of the Parties has the right to transfer its rights and obligations under this Agreement to third parties without the written consent of the other Party.

8.6. The parties confirm that they are income tax payers in accordance with Chapter III of the Tax Code of Ukraine.

8.7. For all matters not regulated by this Agreement, the Parties are governed by the provisions of the current legislation of Ukraine and/or the Regulations.

9. INTERNATIONAL SANCTIONS AND ANTI-CORRUPTION CLAUSE

9.1. The Parties hereby assure and guarantee each other that (both at the time of the signing of this Agreement by the Parties and for the future):

(a) the Party is not subject to sanctions by the UN Security Council, the Foreign Assets Control Division of the US Treasury, the Department of Commerce of the US Bureau of Industry and Security,

the US State Department, the European Union, Ukraine, Great Britain or any other state or organization, decision and the acts of which are legally binding (hereinafter referred to as "Sanctions"); and

(b) the Party does not cooperate and is not connected by control relations with persons subject to the effect of Sanctions;

(c) the Party carries out its economic activity in compliance with the requirements of the Anti-corruption legislation.

Anti-corruption legislation should be understood as:

- any law or other normative legal act that enacts or applies in accordance with the provisions of the Convention on Combating Bribery of Foreign Public Officials in the Implementation of International Business Transactions of the Organization for Economic Cooperation and Development (OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions); or
- any provisions of the US Foreign Corrupt Practices Act of 1977 applicable to the Parties as amended (the US Foreign Corrupt Practices Act of 1977), the UK Bribery Act 2010; or
- any similar law or other regulatory legal act of the jurisdictions (countries) in which the Parties are registered or carry out their economic activities or the effect of which (or individual provisions thereof) extends to the Parties in other cases.

(d) the Party complies with the requirements of the Anti-corruption legislation applicable to it and has implemented appropriate measures and procedures to comply with the Anti-corruption legislation;

(e) the Party and all of its affiliates, directors, officers, employees or any other persons acting on behalf of this Party did not make any offers, did not grant powers and requests to provide or receive improper/unlawful material benefits or advantages in connection with this Agreement, as well as did not receive them, and do not intend to perform any of the above-mentioned actions in the future, as well as the Party used all possible reasonable measures to prevent such actions by subcontractors, agents, by any other third party over which it has some degree of control;

(e) the Party will not use the funds and/or property received under this Agreement for the purpose of financing or maintaining any activity that may violate the Anti-Corruption Law (in particular, but not limited to, by providing a loan, making a contribution/contribution or transferring funds /property in another way for the benefit of its subsidiary, affiliate, joint venture or other person).

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

9.3. In the case of the imposition of Sanctions on one of the Parties or the cooperation of a Party with a person on whom Sanctions have been imposed, such Party undertakes to immediately notify

the other Party, as well as to compensate the latter for all losses caused to it due to or in connection with the imposition of sanctions or cooperation with the person on whom sanctions have been imposed.

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

10. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES:

SELLER: **BUYER:**