APPROVED
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Ukrainian Energy Exchange
Limited Liability Company
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REGULATION

on lease of exchange places on the commodity exchange – Ukrainian Energy Exchange Limited Liability Company

(new edition)

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1. General provisions

1.1. The Regulation on the Lease of Exchange Places on the Commodity Exchange – Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulation) have been developed and approved in accordance with the Law of Ukraine “On Commodity Exchanges”, the Charter of the – Ukrainian Energy Exchange Limited Liability Company, the Rules of the – Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Rules) and regulate the procedure for the lease of exchange places to legal entities and individual entrepreneurs on the Commodity Exchange – Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange) and the procedure for access to exchange trading.

1.2. Exchange notifies the Regulation, changes and additions to by posting it on the Exchange's website on the Internet at: www.ueex.com.ua. Exchange may use other methods of informing the Exchange members and all interested persons.

1.3. The Regulations use the following basic terms:

automated workplace of the participant of electronic exchange trades – workplace from which the participant of electronic exchange trading provides access to PP BETS;

client questionnaire (Questionnaire of the client on the commodity exchange – Ukrainian Energy Exchange Limited Liability Company) – approved by the Regulations on the Questionnaire of the client on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company a document developed for the purpose implementation by the Exchange of due diligence measures of clients, in accordance with the requirements of the Law of Ukraine "On prevention and counteraction of legalization (laundering) of proceeds obtained through crime, financing of terrorism and financing of proliferation of weapons of mass destruction";

brokers – individuals authorized by members of the Exchange (permanent or non-permanent, accredited on the Exchange in accordance with the Regulation and/or other internal documents of the Exchange) or other trading participants (who are not members of the Exchange) in cases provided for by internal documents of the Exchange, whose duties consist in executing the orders of such persons whom they represent, regarding the implementation of exchange and, in cases provided for by law, over-the-counter transactions;

brokerage office – a non-permanent member of the Exchange who leases an exchange place from a permanent member of the Exchange in accordance with these Regulations and carries out exchange transactions in his own interests and / or in the interests of third parties (clients);

guaranteed balance of funds – funds deposited by participants of electronic exchange trading on the current (bank) account of the Exchange for participation in trading, guaranteeing the fulfillment of their obligations to the Exchange, compensation for damages; the amount of funds must be maintained by the bidder at a level not less than the amount set by the Exchange;

Agreement on the use of a simple electronic signature – approved by the resolution of the Exchange Committee of the Ukrainian Energy Exchange Limited Liability Company, a public agreement and an agreement of accession in accordance with Articles 633, 634, 641, 642 of the Civil Code of Ukraine, which determines the procedure for the use of a simple electronic signature by a non-resident exchange trading participant and his authorized persons (brokers) in the relevant ETS

of the Exchange to perform legally significant actions provided for by the functionality of the relevant ETS, the Rules, regulations, provisions and other internal documents of the Exchange, in particular the conclusion of exchange agreements / exchange agreements / derivative contracts;

electronic signature – electronic data that is added by the signatory to other electronic data or is logically associated with them and used by him as a signature, within the meaning and definition of Article 1 of the Law of Ukraine "On Electronic Identification and Electronic Trust Services" in the PP BETS the following types of electronic signatures can be used: operational key, advanced electronic signature based on a qualified electronic signature certificate, qualified electronic signature or AHS;

qualified electronic signature – an electronic signature, namely an advanced electronic signature, which is created using a qualified electronic signature tool and is based on a qualified electronic signature certificate, and is used to generate an operational key when confirming the actions of a participant in exchange trading - a resident of PP BETS, in particular, but not exclusively, when signing positions for the sale or purchase of an exchange product, purchase orders or sales orders for positions, exchange certificates;

direction – a set of sections by type of product;

non-permanent member of the Exchange – a legal entity or individual entrepreneur who has acquired the status of a non-permanent member of the Exchange and the right to conduct exchange transactions on the Exchange by renting an exchange space from a permanent member of the Exchange;

permanent members of the Exchange – founders of the Exchange and legal or individual entrepreneurs admitted to its membership in accordance with the Exchange Charter (hereinafter referred to as Exchange Participants), who acquire the status of a permanent member of the Exchange after paying the entry fee and receiving exchange seats in the number determined in accordance with the Charter and in accordance with the proportionality of the total shares of the relevant permanent member in the authorized capital of the Exchange; permanent members of the Exchange, in accordance with the procedure and on the terms determined by the internal documents of the Exchange, have the right to lease exchange seats to non-permanent members of the Exchange;

software product "Exchange electronic trading system" (PP BETS) – a set of databases, technical, software, hardware, telecommunications systems and solutions and other means that provide the ability to collect, enter, monitor, analyze, store, process and disseminate information necessary for exchange trading and during and after the auction, conducting trading and confirmation of the facts of exchange transactions;

operational key – a simple electronic signature consisting of 32 (thirty-two) characters and generated in the PP BETS upon confirmation of the actions of the auction participant using, in particular, but not exclusively, an advanced or qualified electronic signature (exclusively for exchange trading participants - residents), and is used to automatically sign all legally significant actions of the participant in the PP BETS. Exclusively for an exchange trading participant - non-resident, the operational key is used in particular when signing positions for the sale or purchase of an exchange product, purchase orders or sale orders for positions, exchange certificates;

section – a specialized area of professional activity on the organized commodity markets of the Exchange, within which exchange trading in a certain group of exchange commodities is carried out;

electronic signature certificate - an electronic certificate that links the public key of an electronic signature to an individual and confirms at least the surname, first name, patronymic (if any) or pseudonym of such person;

advanced electronic signature based on a qualified electronic signature certificate (also – advanced electronic signature) – an advanced electronic signature created using a qualified electronic signature certificate issued by a qualified electronic trust service provider and does not contain information that the personal key is stored in the qualified electronic signature tool and is used to generate an operational key when confirming the actions of an exchange trading participant - a resident in PP BETS, in particular, but not exclusively, when signing positions for the sale or purchase of an exchange product, purchase orders or sales orders for positions, exchange certificates;

Exchange members – permanent members of the Exchange and non-permanent members of the Exchange.

1.4. Terms not defined in this Regulation are understood in the meanings established by the current regulations of Ukraine, as well as the Rules.

2. Lease of exchange places

2.1. A permanent member of the Exchange has the right to lease its exchange places in accordance with the Charter of the Exchange to legal entities and individuals - entrepreneurs, residents and non-residents of Ukraine. Sublease of exchange seats on the Exchange is prohibited.

2.2. Exchange member may not be a foreign person who is a resident of a state committing armed aggression against Ukraine within the meaning of Article 1 of the Law of Ukraine "On Defense of Ukraine", as well as a person subject to sanctions under Security Council resolutions. of the United Nations, other international organizations, decisions of the Council of the European Union, other intergovernmental associations, a member of which is Ukraine, which provide for the restriction or prohibition of trade and / or financial transactions.

2.3. In order to conclude an Exchange Place Lease Agreement on the Commodity Exchange – Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange Place Lease Agreement), legal entities or individuals - entrepreneurs - residents of Ukraine shall follow the link on the Exchange website ***"Electronic Trading. On-line Accreditation"*** (accredit.ueex.com.ua) and fill out an application form (**Appendix No. 1**) in electronic form, to which they shall attach scanned, archived copies of the following documents, which must be valid (valid) at the time of their submission:

- An extract from the Unified State Register of Legal Entities and Individual Entrepreneurs, issued no later than 1 (one) month before its submission to the Exchange (an electronic Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations may be provided in the form of a printed copy, which is not certified;

- Charter (for legal entities);
- Balance sheet and financial statement for the last reporting period with the appropriate mark of the statistical authority / tax return or other reporting document, the submission of which is provided for by current legislation (for individual entrepreneurs) (or justification for the absence of such documents);
- Resolution (order/protocol/order/power of attorney or other document) on the appointment/election of the manager and the person(s) who has the right to conclude, sign the documents specified in this Regulation, and perform other actions on behalf of the business entity (in case of accreditation of such a person);
- Passport and certificate of assignment of an identification number (a card on assignment of the registration number of the taxpayer's registration card) (not provided in the case of entering information about the a card on assignment of the registration number of the taxpayer's registration card into the passport of a citizen of Ukraine in the form of a card) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in the case of accreditation of such a person), except for the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the state fiscal service about this and has a corresponding mark in the passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of Registration of Place of Residence (paper supplement to the ID card or Extract from the Register of the Territorial Community, reproduced in the form of a paper copy that may not be certified)) is necessarily provided);
- Passport and certificate of assignment of an identification number (a card on assignment of the registration number of the taxpayer's registration card) (not provided in the case of entering information about the a card on assignment of the registration number of the taxpayer's registration card into the passport of a citizen of Ukraine in the form of a card) of the person (persons) who will (will) exercise the powers of the broker (brokers) (if the powers of the broker will not be exercised by the head of the legal entity (or not only the head of the legal entity)), except for the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the state fiscal service about this and has a corresponding mark in the passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of registration of the place of residence (paper supplement to the ID card or an extract from the register of the territorial community, reproduced in the form of a paper copy that may not be certified) is necessarily provided));
- Power of attorney (Powers of attorney) for the person (persons) who will (will) exercise the powers of the broker (brokers) (legal entities provide a broker's power of attorney of the established form, which is of a recommendatory nature, certified by the signature of the manager and the seal of the enterprise (if any); individual entrepreneurs provide a notarized power of attorney for the broker of the established form) **(Appendix No. 4)**;
- Client questionnaire;

– References on a schematic representation of the ownership structure of a legal entity (samples of which are posted on the official website of the Exchange).

The Exchange has the right to require additional documents from legal entities or natural persons-entrepreneurs.

2.4. In order to conclude an Exchange Place Lease Agreement, legal entities or individuals - entrepreneurs - non-residents of Ukraine follow the link on the Exchange website "Electronic Trading. On-line Accreditation" https://accredit.ueex.com.ua/eng/form/) and fill out an application form in electronic form (**Appendix No. 3**), to which they attach scanned, archived copies of the following documents:

– a legalized extract from the trade, banking or court register or a notarized registration certificate of an authorized body of a foreign state on the registration of the relevant legal entity (issued no later than 90 (ninety) calendar days before the date of submission of documents for accreditation (except for the registration certificate)) ;

– certificates from the bank where the non-resident's account is opened, about the bank account number;

– certificates (other document) of a legal entity, signed by an authorized person (authorized persons) with the seal of the legal entity (if any) of a non-resident, containing information on the ownership structure, ultimate beneficial owners (controllers) and the content (types) of activities, issued no later than 1 (one) month before the date of submission of documents;

– decision on the appointment (employment contract, contract, order, protocol, charter or other document) of the head of the legal entity and/or a document on the scope of representative functions;

– passport (or other identity document that, in accordance with the legislation of Ukraine, can be used on the territory of Ukraine to conclude transactions) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in case of accreditation of such a person);

– power of attorney(s) for the person(s) who will exercise the powers of the broker(s), executed in accordance with the laws of the country of location of the non-resident employment agreement (contract, order, protocol, charter or other document) of the head of the legal entity, which contains information about the term and scope of its powers;

– the constituent document of the legal entity and the decision on the appointment (employment contract, contract, order, protocol or other document) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in the case of accreditation of such a person), which contains information on the term and scope of his powers;

– Client questionnaire.

All documents in a foreign language must be translated into Ukrainian with a certificate of the correctness of the translation from one language to another.

2.5. Consideration of the submitted application form and documents of the applicant is carried out within 10 (ten) working days from the date of receipt in electronic form of the application form and documents, according to paragraph 2.3. and 2.4. of this Regulation.

2.6. If the information or documents submitted by the applicant do not meet the requirements set forth in this Regulation, the Exchange notifies the applicant by sending a notification to his e-mail address specified in the application form and sets an additional deadline for the applicant to submit such documents.

2.7. The decision to grant permission to lease an exchange place and permission to conclude an Exchange Place Lease Agreement or to refuse to lease and conclude such an agreement is made by the Exchange Committee based on the results of consideration of the electronically submitted application - questionnaire and documents of the applicant, within the terms specified in clause 2.5. of this Regulation, of which the applicant is notified to his/her email address.

In case the Exchange Committee adopts a positive decision to grant permission to rent an exchange space, the applicant, within 5 (five) business days from the date of receipt of the notification to the e-mail address, in accordance with part one of clause 2.7. of this Regulation, shall submit **the originals of the following documents to the Exchange**:

- Application **(Appendix №2)** for residents of Ukraine;
- Exchange place lease agreement for a resident of Ukraine **(Appendix No. 5)** or for a non-resident of Ukraine **(Appendix No. 6)** (in two copies, signed by an authorized person of the applicant and certified by the seal of the legal entity or individual entrepreneur (if any));
- Agreement on the use of a simple electronic signature for a non-resident of Ukraine (signed by the applicant's authorized person and certified by the seal of the legal entity or individual entrepreneur (if any));
- Power of attorney(s) for the person(s) who will exercise the powers of the broker(s) (**Appendix No. 4)** (for a resident of Ukraine);
- Power of attorney(s) for the person(s) who will exercise the powers of the broker(s) of the non-resident business entity, executed in accordance with the laws of the country of location of the non-resident;
- Certificate (other document) of a legal entity signed by an authorized person (authorized persons) with the seal of the legal entity (if any) of a non-resident, containing information on the ownership structure, ultimate beneficial owners (controllers) and the content (types) of activities (for a non-resident of Ukraine), issued no later than 1 (one) month before the date of submission of documents;
- Certificates on a schematic representation of the ownership structure – legal entity (for a resident of Ukraine);
- Client questionnaire;

duly certified copies for a resident of Ukraine, which must be valid (valid) at the time of their submission

- An extract from the Unified State Register of Legal Entities and Individual Entrepreneurs issued no later than 1 (one) month before its submission to the Exchange (an electronic Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations is provided in the form of a printed copy, which is not certified);
- Charter (for a legal entity);
- Certificate of registration of a value-added tax payer or an extract from the register of value-added tax payers (if available);
- Single tax payer certificate (if available);
- Balance sheet and financial statement for the last reporting period with the appropriate mark of the statistical authority / tax return or other reporting document, the submission of which is provided for by current legislation (for individual entrepreneurs) (or justification for the absence of such documents);
- Decision (order/protocol/order/power of attorney or other document) on the appointment/election of the manager and the person(s) who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in case of accreditation of such a person);
- Passport and certificate of assignment of an identification number (a card on assignment of a registration number of a taxpayer's account card) (not provided in the case of entering information about the a card on assignment of a registration number of a taxpayer's account card into the passport of a citizen of Ukraine in the form of a card) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in the case of accreditation of such a person), except for the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the state fiscal service about this and has a corresponding mark in his passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of Registration of Place of Residence must be provided (a paper supplement to the ID card or an Extract from the Register of the Territorial Community, reproduced in the form of a paper copy that may not be certified));
- Passport and certificate of assignment of an identification number (a card on assignment of a registration number of a taxpayer's account card) (not provided in the case of entering information about the a card on assignment of a registration number of a taxpayer's account card into the passport of a citizen of Ukraine in the form of a card) of the person (persons) who will (will) exercise the powers of a broker (brokers) (if the powers of a broker are not exercised by the head (or not only the head) of the legal entity), except in the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the state fiscal service about

this and has a corresponding mark in his passport (in the case of providing a passport of a citizen of Ukraine in the form of a card, a Certificate of Registration of Place of Residence must be provided (a paper supplement to the ID card or an Extract from the Register of the Territorial Community, reproduced in the form of a paper copy that may not be certified));

duly certified copies for a non-resident of Ukraine, which must be valid at the time of their submission:

- a legalized extract from the trade, banking or court register or a notarized registration certificate of an authorized body of a foreign state on the registration of the relevant legal entity (issued no later than 90 (ninety) calendar days before the date of submission of documents for accreditation (except for the registration certificate));
- decision on the appointment (employment contract, contract, order, protocol, charter or other document) of the head of the legal entity and/or a document on the scope of representative functions;
- passport (or other identity document that, in accordance with the legislation of Ukraine, can be used on the territory of Ukraine to conclude transactions) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in case of accreditation of such a person);
- certificates from the bank where the non-resident's account is opened, about the bank account number (for a non-resident of Ukraine);
- the constituent document of the legal entity and the decision on the appointment (employment contract, contract, order, protocol or other document) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in the case of accreditation of such a person), which contains information on the term and scope of his powers;
- a decision on the appointment (employment agreement, contract, order, protocol, charter or other document) of the person(s) who will (will) exercise the powers of the broker(s), which contains information on the term and scope of the powers of such a representative (in the event of accreditation of such a person);
- passport (or other identity document that, in accordance with the legislation of Ukraine, can be used on the territory of Ukraine to conclude transactions) of the manager and the person who has the right to conclude, sign documents specified in this Regulation, and perform other actions on behalf of the business entity (in case of accreditation of such a person).

In case of additional questions regarding the lease of an exchange place on the Exchange, the applicant may call or send a corresponding message to the e-mail address of the Exchange.

In case of violation by the applicant of the term (five working days) of submission of documents according to the list specified in this item, the Exchange has the right without notice and additional decision of the authorized body of the Exchange to suspend or limit admission of the bidder in full.

In the event of accreditation and conclusion of an Exchange Place Lease Agreement or conclusion

of an additional agreement to such an agreement, in order to acquire the right to participate in exchange trading when conducting exchange trading on the short-term market in the “Natural Gas” direction, legal entities and individual entrepreneurs must additionally fulfill the requirements established by the Regulations for Exchange Trading on the Short-Term Natural Gas Market using the trading platform of the commodity exchange – Limited Liability Company “Ukrainian Energy Exchange”. Provided that these requirements are met, a non-permanent member of the Exchange may participate (is allowed to participate) in electronic exchange trading, which is defined by this paragraph.

In the event of accreditation and conclusion of an Exchange Place Lease Agreement or conclusion of an additional agreement to such an agreement, in order to acquire the right to participate in exchange trading when conducting exchange trading on the market of natural gas stored in gas storage facilities under the customs regime "customs warehouse" in the "Natural Gas" direction, legal entities and individual entrepreneurs must additionally fulfill the requirements established by the Regulations for Exchange Trading in Natural Gas Stored in Gas Storage Facilities Under the Customs Regime "Customs Warehouse" on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations). Subject to the fulfillment of the specified requirements, a non-permanent member of the Exchange may participate (is allowed to participate) in electronic exchange trading, which is defined by this paragraph. At the same time, the requirements for concluding additional agreements (to bring them into line with the current version) to the exchange place lease agreement do not apply to participants who have passed the appropriate accreditation by 04.11.2021.

In order to obtain the right to participate in exchange trading when conducting exchange trading on the Exchange in the direction of "Untreated timber and lumber", legal entities and individual entrepreneurs undergo an accreditation procedure, in accordance with the requirements and in accordance with the Regulations on the organization and conduct of exchange trading for the purchase and sale of untreated timber and lumber on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

After receiving a positive decision from the authorized body of the Exchange on granting permission to rent an exchange space, verification by the Exchange of the provided documents, and the applicant's deposit of a guaranteed balance of funds in the amount of UAH 10,000 (ten thousand) into the current (bank) account of the Exchange, the permanent member of the Exchange concludes an Exchange Place Lease Agreement with a legal entity or an individual entrepreneur. The guaranteed balance of funds is deposited exclusively by residents of Ukraine on a mandatory basis, except for cases in which the Exchange Committee has adopted a separate relevant decision.

The guaranteed balance of funds is returned within 3 (three) business days from the moment of receipt of the original written application from the non-permanent member of the Exchange (brokerage office) indicating the bank details of the non-permanent member of the Exchange (brokerage office) for the return of the guaranteed balance of funds with the signature of the manager and seal (if any) and after the termination of the lease of the exchange space, provided that the non-permanent member of the Exchange (brokerage office) fully fulfills its obligations to the Exchange and the Lessor, including the provision of documents.

The cost of lease an exchange place is determined by the Lessor and specified in the Exchange Place Lease Agreement. The cost of renting an exchange place is set as a fixed amount of rent for the entire period of renting an exchange place and / or as a percentage (%) of the amount of agreements concluded on the Exchange.

The previous price provided by the Buyer or the Seller (who submitted the relevant Application in the form of a position), which is provided in the respective position per unit of goods, translated into the currency of the session at the NBU exchange rate on the trading date and reduced to a differential equal to 0 (zero).

$$\text{ЦУ} = \frac{\text{ПЦ}}{\text{К}} - \text{СД} \times \text{ДУ}$$

Where:

ЦУ - the final transaction price for calculating the cost of renting a commodity exchange;
ПЦ - preliminary price;
К - exchange rate according to the NBU of the currency of the previous price to the currency of the trading session on the trading date;
СД - starting differential;
ДУ - the final differential according to the agreement.

The previous price provided by the Buyer or the Seller (who submitted the relevant Application in the form of a position), which is provided in the respective position per unit of goods, is reduced to a coefficient equal to 1 (unit).

$$\text{ЦУ} = \frac{\text{ПЦ}}{\text{СК}} \times \text{КУ}$$

Where:

ЦУ - the final transaction price for calculating the cost of renting a commodity exchange; HRC - preliminary price;
ПЦ - starting factor;
СК - the final ratio according to the agreement.

Residents of Ukraine pay the cost of lease an exchange place in hryvnias at the NBU exchange rate on the trading date.

Non-residents of Ukraine pay the cost of renting an exchange space in US dollars or Euros, depending on the currency of the trading session. From the date of conclusion of the Exchange Place Lease Agreement, the applicant acquires the status of a non-permanent member of the Exchange (brokerage office).

A non-permanent member of the Exchange (brokerage office) is assigned a number that is specified in the Exchange Place Lease Agreement.

To participate in electronic exchange trading after receiving the Exchange Place Lease Agreement, the head of a non-permanent member of the Exchange (brokerage office) and (or) the person(s)

who will exercise the powers of the broker(s) is (are) required to complete a training course at PP BETS. In order to be able to carry out exchange transactions in the PP BETS, non-permanent members of the Exchange are required to conclude an Agreement with the Exchange on the use of a simple electronic signature (exclusively for a non-resident exchange trading participant) and/or obtain an electronic signature recommended by the Exchange, and provide the Exchange with an electronic signature certificate. After depositing the guaranteed balance of funds and accreditation on the Exchange, brokers are issued a login and password to access the PP BETS.

Information about the assigned login and password is provided to the broker of the non-permanent member of the Exchange or his authorized person on the basis of a power of attorney **(Appendix No. 4).**

To participate in electronic exchange trading, non-permanent members of the Exchange conclude an Agreement with the Exchange on the use of a simple electronic signature (exclusively for a non-resident exchange trading participant) and/or independently obtain an electronic signature certificate and electronic signature keys from one of the key certification centers recommended by the Exchange in accordance with the Law of Ukraine "On Electronic Identification and Electronic Trust Services". Legal entities and individual entrepreneurs choose the key certification center independently. Non-residents of Ukraine use only the operational key.

After concluding an Agreement with the Exchange on the use of a simple electronic signature (exclusively for a non-resident participant in exchange trading) and/or providing the applicant with an electronic signature certificate in any convenient way, depositing a guaranteed balance of funds and completing broker training at the Exchange, a non-permanent member of the Exchange may participate in electronic trading in PP BETS.

A non-resident exchange trading participant who has acquired the status of a non-permanent member of the exchange by signing an Exchange Place Lease Agreement by 09.06.2026 is obliged to conclude an Agreement on the use of a simple electronic signature with the Exchange by 01.09.2026 (inclusive), by acceding to the provisions of the agreement on the basis of the Application for accession to the Agreement on the use of a simple electronic signature (Appendix 1 to the Agreement).

The number of brokers that can accredit legal entities and natural persons - entrepreneurs is not limited.

A non - permanent member of the Exchange shall notify the Exchange on the day of its dismissal / cancellation of the broker 's power of attorney on the day of its release / cancellation of the broker' s power of attorney in any convenient way. Upon dismissal of brokers / revocation of powers of attorney, a non-permanent member of the Exchange has the right to send for training and accredit to the Exchange other persons who will perform the powers of brokers.

In cases where a non-permanent member of the Exchange has no brokers accredited to the Exchange and / or the amount of the guaranteed balance is less than the established amount, he is not entitled to participate in exchange trading and is not allowed to conduct exchange transactions on the Exchange.

2.8. The document confirming the right of a legal entity or an individual entrepreneur to participate in electronic exchange trading and carry out exchange transactions on the Exchange as a non-permanent member of the Exchange (brokerage office) is the Exchange Place Lease Agreement.

2.9. Information on a non-permanent member of the Exchange (brokerage office) is entered into PP BETS.

2.10. Non-permanent members of the Exchange must provide the Exchange with information/documents on all changes in the information and documents provided by them for the conclusion of the Exchange Place Lease Agreement within 3 (three) business days from the date such changes come into effect.

2.11. Upon the request of the Exchange, in order to comply with the requirements of the legislation in the field of prevention and counteraction to the legalization (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, non-permanent members of the Exchange/trading participants are obliged to update the documents and/or information provided by them for the conclusion of the Exchange Place Lease Agreement (regardless of whether there have been changes in the above-mentioned documents and/or information) by providing the Exchange with the originals/duly certified copies of documents and/or information that must be valid (valid) at the time of their provision.

2.11.1. The Exchange shall notify the non-permanent member of the Exchange/participant of the need to update the documents and/or information provided by the non-permanent member of the Exchange/participant for the conclusion of the Exchange Place Lease Agreement/participation in the trading by sending an information message to the email address of such non-permanent member of the Exchange/participant specified by him/her in the Application Form.

2.11.2. A non-permanent member of the Exchange/bidder is obliged to provide the Exchange with updated documents and/or information within the period specified in the information notice and within 10 (ten) business days from the date of provision, to submit such updated documents/information to the Exchange.

2.12. The Exchange has the right to suspend, without notice, for a certain period of time, the admission of a non-permanent member of the Exchange/trader to participate in exchange trading in the following cases:

- violation by a non-permanent member of the exchange/trading participant of the requirement specified in clause 2.10. of this Regulation;
- violation by a non-permanent member of the exchange/trading participant of the requirement specified in clause 2.11 of this Regulation;
- suspicions arise and/or there are reasonable grounds to believe that documents/information regarding the bidder/representative of the bidder (manager - for legal entities/person exercising the powers of a broker) at the disposal of the Exchange are invalid (invalid) and/or have lost their relevance, which is the basis for conducting due diligence measures, in particular re-identification and verification of the bidder/representative of the bidder in accordance with the requirements of the Law of Ukraine "On Prevention and Counteraction

to the Legalization (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction";

– non-fulfillment and/or improper fulfillment of the exchange place lease agreement.

The basis for renewing the admission of a non-permanent exchange member/trader to participate in exchange trading is the elimination/cancellation of the circumstances that caused the suspension of admission.

2.13. Exchange members bear responsibility and risks of adverse consequences (including property consequences) in the cases specified below:

– the reliability of the information contained in the documents and information provided by applicants/members of the Exchange for concluding an exchange space lease agreement, providing access to the PP BETS and/or participating in exchange trading;

– failure to submit/untimely submit to the Exchange information/documents about all changes in the information and documents provided by them for concluding an exchange place lease agreement, providing access to the PP BETS and/or participating in exchange trading;

– actions taken by the Exchange on the basis of documents and information provided by them.

3. Termination of membership in the Exchange

3.1. The grounds for termination of membership in the Exchange are:

3.1.1. Expiration of the lease term of the exchange place;

3.1.2. Liquidation or reorganization (merger, acquisition of another legal entity, division) of a legal entity (except for cases when a legal entity that had the right to participate in exchange trading and exchange operations as a non-permanent member of the Exchange) continues its existence after reorganization), termination activities of a natural person - entrepreneur.

3.1.3. Application for termination of membership (after the Exchange member has fulfilled its obligations to the Exchange and other members of the Exchange) (clients of the Exchange members) under exchange agreements (exchange certificates, agreements concluded on the basis of exchange certificates).

3.1.4. Decision of the Exchange Committee on termination or restriction of membership in cases of violation by members of the Exchange, their brokers of the legislation of Ukraine regulating exchange trading, Rules, Regulations or other internal documents of the Exchange regulating exchange trading;

3.1.5. In case of termination of the Exchange Place Lease Agreement or its termination.

3.2. In case of expiration of the lease term of the exchange place, legal entities and natural persons - entrepreneurs resident of Ukraine, who intend to further participate in electronic exchange trading, to acquire the status of a member of the Exchange enter into a new Exchange place lease

agreement. section 2. "Lease of exchange places" of this Regulation.

3.2.1. Re-conclusion of a new Exchange Place Lease Agreement, provided for in clause 3.2. of this Regulations, may be carried out without re-submitting documents for accreditation at the Exchange in accordance with Section 2. “Exchange Place Lease” of this Regulations if such legal entity or individual entrepreneur has previously been identified and verified in accordance with the requirements of the Law of Ukraine “On Prevention and Counteraction to the Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction”, and provided that the Exchange has no suspicions and/or grounds to believe that the available documents, data and/or information about such person (representative of such person) are invalid and/or irrelevant.

4. Termination of the Exchange Place Lease Agreement

4.1. Exchange Place Lease Agreement concluded in accordance with this Regulations shall terminate:

4.1.1. in accordance with the terms of the concluded Agreement;

4.1.2. in cases in accordance with the current legislation of Ukraine;

4.1.3. in the event of the permanent member of the Exchange-Lessor losing the status of a permanent member of the Exchange (agreement shall be terminated automatically from the date of the loss of the status of a permanent member of Exchange by the Lessor).

4.2. Exchange and/or the permanent member of the Exchange-Lessor may notify the Lessee of the termination of the Exchange Place Lease Agreement by sending him a corresponding notification to his legal address and/or e-mail address.

5. Final Provisions

5.1. Accreditation of a non-permanent Exchange member for a specific area of exchange trading entitles said member to participate in trading within the sections operating or being established under that area at the Exchange, subject to compliance with the specific requirements for trading participants established by legislation and/or the Exchange’s internal documents for the respective section.

5.2. The creation of a new section within a trading area for which a non-permanent Exchange member is already accredited, and the approval of an internal document governing trading in such a section, do not necessitate re-accreditation, the submission of a separate application to accede to such a document, or separate confirmation of its acceptance. This does not exempt the non-permanent Exchange member from compliance with specific requirements for admission to and participation in trading in the relevant section, where such requirements are established by legislation and/or the Exchange’s internal documents.

5.3. Non-permanent members of the Exchange are required to comply with the Exchange's internal documents governing trading in the sections corresponding to the relevant area of exchange trading, including documents approved after their accreditation and amendments thereto. Such documents and amendments apply to participation in trading from the date they enter into force, but not earlier than their publication on the Exchange's official website.

5.4. Restrictions on the execution of exchange-based export transactions established by the Exchange or its permanent members apply only in cases provided for by the legislation of Ukraine. In other cases, such restrictions do not apply to transactions executed in accordance with the regulations of the relevant Exchange sections.

Appendix № 1
to the Regulations on lease of exchange places on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

STATEMENT
(for legal entities or natural persons-entrepreneurs)

We ask you to lease an exchange place, enter into a lease agreement for an exchange place on a commodity exchange - Ukrainian Energy Exchange Limited Liability Company and grant the right to participate in exchange trading and exchange operations on a commodity exchange - Ukrainian Energy Exchange Limited Liability Company».

Accreditation by areas:

Areas in which you want to carry out exchange operations:		
		"Coal products"
		"Natural gas"
		"Liquefied gas"
		"Oil and gas condensate"
		"Oil products"
		"Raw materials and other products"
		"Fertilizers"

Term of lease of an exchange place (months)	

Company information:

Company name (full) in Ukrainian	
Company name (full) in English	
Company name (abbreviated) in Ukrainian	
Company name (abbreviated) in English	
The company operates on the basis of (the name of the document in genitive case)	
Ownership	

Legal address:

Index	
Country	
Region	
City	
Area	
Street	
House	
Housing (to be filled in if available)	
Office (room) (to be filled in if available)	

Legal address (in English)	

Mailing address:

Index	
Country	
Region	
City	

Area	
Street	
House	
Housing (to be filled in if available)	
Office (room) (to be filled in case of availability)	

Phone (recording format: + 380XXXXXXXXX)	
Phone / fax (recording format: + 380XXXXXXXXX)	
E-mail:	
EDRPOU code	
Individual tax number	

EIC code (to be filled in for the direction "Natural gas")	

Current (current) account - 1

Name of the bank (in Ukrainian)	
Bank name (in English)	
Bank address	
Current (current) account	
MFIs	

Information about the head:

Name of the head (in the nominative case)	
Name of the head (in the genitive case)	
Position of the head (in the nominative case)	
Position of the head (in the genitive case)	

Document type (specify favorites) * passport * ID card

Passport data of the person:

series	
№	
issued by	
date of issue (record format: H.M.Y)	

Head ID card data:

Document №	
Date of issue	
Authority that issued	
Head identification number	

List of persons who will perform the powers of brokers:

Name of the person (in the nominative case)	
Name of the person (in the genitive case)	
Name of the person (in the accusative case)	
Position of the person	

Document type (specify needed) * passport * ID card

Passport data of the person:

series	

№	
issued by	
date of issue (record format: H.M.Y)	

Person ID card details:

Document №	
Date of issue	
Authority that issued	

Person identification number	
Residence address of the person	
Person's email	
Person's phone (working) (recording format: + 380XXXXXXXXX)	
Person's phone (mobile) (recording format: + 380XXXXXXXXX)	

Documents required for concluding an Exchange Place Lease Agreement and granting the right to participate in the auction:

An extract from the Unified State Register of Legal Entities and Individual Entrepreneurs issued no later than 1 month before its submission to the Exchange	* Download the document
Charter (for a legal entity)	* Download the document
Balance sheet and financial statement for the last reporting period with the appropriate mark from the statistics authority/tax return or other reporting document, the submission of which is required by current legislation (for individual entrepreneurs)	* Download the document
Decision (order/protocol/order/power of attorney or other document) on the appointment/election of the head and the person(s) who has the right to conclude and sign documents (in case of accreditation of such a person)	* Download the document
Passport and certificate of assignment of identification number of the manager and the person who has the right to conclude and sign documents (in case of accreditation of such a person)	* Download the document
Passport and certificate of assignment of the identification number of the person (persons) who will perform the powers of the broker (brokers), if the powers of the broker will be performed not by the head (or not only the head) of the legal entity	* Download the document
Power of attorney (powers of attorney) for the person (persons) who will (will) perform the powers of the broker (brokers)	* Download the document
Questionnaire-questionnaire of the client	* Download the document

Reference regarding the schematic representation of the ownership structure – legal entit	* Download the document

We confirm that the submitted documents in electronic form are authentic to the originals. We are responsible for the accuracy of the information provided.

We have read the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulation on the Lease of Exchange Places on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company, the Regulations for Conducting Electronic Exchange Trading on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and the Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company. We undertake to comply.

We guarantee payment.

Appendix № 2
to the Regulations on lease of exchange places on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Ref. №_____

dd _____

Chairman of the Exchange Committee
Ukrainian Energy Exchange Limited Liability Company

01001, Kyiv, Khreshchatyk, Str., 44

Statement

We ask you to grant permission to lease an exchange place, enter into a exchange place lease agreement at the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" and grant the right to participate in exchange trading and exchange operations on a commodity exchange - Limited Liability Company "Ukrainian Energy Exchange".

Company name (full) in Ukrainian	
Company name (full) in English	
Company name (abbreviated) in Ukrainian	
Company name (abbreviated) in English	
The company operates on the basis	
Ownership	

Legal address:

Index	
Country	
Region	
City	
Area	
Street	
House	
Corps	
Office (room)	

Postal address:

Index	
Country	
Region	
City	
Area	
Street	
House	
Corps	
Office (room)	

Legal address (in English)	
Phone	
Phone / fax	

E-mail:	
Company (EDRPOU) code	
Individual tax number	
EIC code	
Name of the head	
Position of the head	

Passport data of the head:

series	
№	
issued by	
date of issue	

Head ID card data:

Document №	
Date of issue	
Authority that issued	

Head identification number	

Current (for settlement) account - 1

Name of the bank in Ukrainian	
Name of the bank in English	
Bank address	
Current (for settlements) account	
MFO	

Current (current) account - 2

Name of the bank in Ukrainian	
Name of the bank in English	
Bank address	
Current (current) account	
MFO	

Please accredit at the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" persons who will perform the powers of a broker:

Name of the person	
Position of the person	

Passport data of the person:

series	
№	
issued by	
date of issue	

Person ID card details:

Document №	
Date of issue	

Authority that issued	
Person identification number	
Residence address of the person	
Person's email	
Person's phone (working)	
Person's phone (mobile)	
We wish to carry out exchange operations on sections in the directions:	

Term of lease of an exchange place _____ months

We confirm that the submitted documents in electronic form are authentic to the originals. We are responsible for the accuracy of the information provided.

We have read the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulation on the Lease of Exchange Places on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company, the Regulations for Conducting Electronic Exchange Trading on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and the Tariffs for Commodity Exchange Services - Ukrainian Energy Exchange Limited Liability Company. We undertake to comply.

We guarantee payment.

_____	_____	_____
(position of head)	(signature)	(Full name)

NOTIFICATION

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

A copy of the notification was received: _____ _____ « »_____20__

(signature of an individual) (full name)

Appendix № 3
to the Regulations on lease of exchange places on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Увага! Відповідні поля анкети обов'язково заповнюються англійською та українською мовами (Attention! The corresponding fields of the application form shall be filled up in English and Ukrainian).

Заява-анкета
Application-questionnaire

We ask you to lease an exchange place, conclude a lease agreement for an exchange place at Ukrainian Energy Exchange LLC and grant the right to participate in exchange trading and perform exchange transactions at Ukrainian Energy Exchange LLC.

Просимо Вас надати дозвіл на оренду біржового місця, укладення Договору оренди біржового місця на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» та надати право на участь в біржових торгах і здійснення біржових операцій на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа».

Акредитація за напрямками (Accreditation in sections)

Напрямки, на яких бажаєте здійснювати біржові операції (Sections in which you want to perform exchange operations)	«Нафтопродукти» («Oil products»)
	«Сировина та інша продукція» («Raw materials and other products»)
	«Скраплений газ» («Liquefied gas»)
	«Нафта та газовий конденсат» («Oil and gas condensate»)
	«Природний газ» («Natural gas»)

Строк оренди біржового місця, в місяцях (Lease period of exchange place, in months)	

Інформація про компанію (Information about the company)

Назва компанії (повна) українською мовою	
Company name (full)	
Назва компанії (скорочена) українською мовою	
Company name (abbreviate)	
Форма власності	
Form of ownership	
EIC-код (Energy Identification Code)	

Реєстраційні дані (Registration data)

Країна реєстрації	

Country of registration	
Дата реєстрації	
Date of registration	
Орган реєстрації	
Registration Authority	
Реквізити свідоцтва про реєстрацію або виписки з банківського, торговельного або судового реєстру	
Details of the registration certificate or extract from the banking, trading or court register	

Місцезнаходження та контактні дані (Location and contact info)

Місцезнаходження	
Location	
Телефон (Phone number)	
Телефон/факс (Phone/Fax)	
E-mail	

Банківські реквізити (Bank details)

Назва банку	
Name of the Bank	
Адреса банку	
Bank address	
Банківські реквізити (USD)	
Bank details (USD)	
Банківські реквізити (EUR)	
Bank details (EUR)	

Інформація про керівника (Information about the Head)

ПІБ керівника	
Name of Head	
Посада керівника	
Position of Head	
Керівник діє на підставі	
Head is acting on the basis of	

Паспортні дані особи (Passport data of the person)

серія (за наявності) та номер series (if available) and number	
дата видачі (формат запису: ЧЧ.ММ.РРРР) date of issue	

Адреса проживання особи Residential address of the person	

E-mail особи E-mail of the person	

Телефон особи (мобільний) (формат запису: +код країни XXXXXXXXX)	
Person's phone number (record format: +country code XXXXXXXXX)	

Уповноважений представник, який буде виконувати функції брокера – 1
(Authorized representative that is to serve as a broker – 1)

ПІБ уповноваженої особи / Брокера Name of the authorized person / broker	
Уповноважена особа діє на підставі Authorized person is acting by virtue of	

Паспортні дані особи (Passport data of the person)

серія (за наявності) та номер series (if available) and number	
дата видачі (формат запису: ЧЧ.ММ.РРРР) date of issue	

Адреса проживання особи Residential address of the person	

E-mail особи E-mail of the person	

Телефон особи (мобільний) (формат запису: +код країни XXXXXXXXX) Person's phone number (record format: +country code XXXXXXXXX)	

Документи, які необхідні для укладення Договору оренди біржового місця і надання права на участь в торгах
(Documents necessary for the conclusion of the Agreement on the lease of exchange place and granting the right to participate in trading)

Легалізований витяг з торгового, банківського чи судового реєстру або нотаріально засвідчене реєстраційне посвідчення уповноваженого органу іноземної держави про реєстрацію відповідної юридичної особи-нерезидента (виданого не пізніше, ніж за 90 (дев'яносто) календарних днів до дати подання документів для акредитації (крім реєстраційного посвідчення)). A legalized extract from the trade, bank or court register or a notarized registration certificate of the authorized body of a foreign state on the registration of the corresponding non-resident legal entity (issued no later than 90 (ninety) calendar days before dates of submission of documents for accreditation (except registration certificate)).	*Завантажити документ *Download the document
Довідка з банку, в якому відкрито рахунок нерезидента, про номер банківського рахунку. Bank Certificate where the account is opened for non-resident, about bank account number.	*Завантажити документ *Download the document
Довідка за підписом уповноваженої особи з печаткою юридичної особи - нерезидента, що містить інформацію про структуру власності, кінцевих бенефіціарних власників (контролерів) та зміст (види) діяльності, видана не пізніше, ніж за місяць до дати подання документів.	*Завантажити документ *Download the document

(Certificate (Inquiry) signed and sealed by the authorized representative of the non-resident legal entity containing information on ownership structure, ultimate beneficial owners (controllers) and content (types) of activities), issued not later than one month before the date of submission of documents)	
Трудовий договір (контракт, наказ, протокол, статут або інший документ) керівника юридичної особи, який містить відомості про строк та обсяги його повноважень. Employment agreement (contract, order, report, charter or other document) of Head of a legal entity that contains information about the term and scope of his powers.	*Завантажити документ *Download the document
Документ, що засвідчує особу керівника. Document proving the identity of Head.	*Завантажити документ *Download the document
Документ, що засвідчує особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів). A document proving identity of a person (s) authorized to perform as a broker (brokers).	*Завантажити документ *Download the document
Довіреність (довіреностей) на особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів), оформленої відповідно до законів країни-місцезнаходження нерезидента. Power of Attorney for an authorized representative (representatives) of a non-resident legal entity that is (are) to serve as a broker (brokers), issued in accordance with the laws of the country of location of the non-resident.	*Завантажити документ *Download the document
Анкета-опитувальник клієнта. Customer questionnaire.	*Завантажити документ *Download the document

The Rules of Exchange Trade at Ukrainian Energy Exchange LLC, the Regulation on Lease of Exchange Place at Ukrainian Energy Exchange LLC, the Regulations of Electronic Exchange Trading at Ukrainian Energy Exchange LLC and the Tariffs for Services of Ukrainian Energy Exchange LLC.
We undertake to comply.

З Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Положенням про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа», Регламентом проведення електронних біржових торгів на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» та Тарифами на послуги товарної біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» ознайомлені.
Зобов'язуємося виконувати.

Appendix № 4
to the Regulations on lease of exchange places on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

Printed on the letterhead of the legal entity.

POWER OF ATTORNEY №___

city _____ «_____» _____ 20__

_____,
(full name of the legal entity)
Company (EDRPOU) code _____, _____,
(location of the legal entity)
In the person of _____
acting on the basis of_____,
by this power of attorney authorizes _____ as a Broker
(Name)
(passport series _____ № _____issued _____.___.
_____year, identification number _____, to represent the interests of _____ as a brokerage office (non-permanent member of the exchange) and / or its clients (*note: indicate necessary*) at the exchange trade on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) at carrying out activities related to exchange trading, for which the Broker is given the following powers:

- to conclude and sign agreements-instructions, to perform all necessary legal actions related to the implementation of these agreements;
- receive a username (login), password to access the Software Product "Exchange Electronic Trading System" on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company;
- to take part in exchange trades, including electronic ones, (*note: if necessary, indicate restrictions on participation in certain trades*) the organization and conduct of which is carried out by the Exchange;
- submit applications for the sale and / or purchase (supply, exchange) of exchange goods, carry out exchange transactions for the purchase and / or sale (supply, exchange) of exchange goods (*note: specify groups, types of goods, etc. in case of restriction of the list of goods authorized to carry out exchange operations and enter into exchange agreements*), provide the Exchange with all necessary documents for participation in exchange trading and documents related to the execution of exchange agreements;
- sign all necessary documents related to brokerage activities _____ on the Exchange;
- sign orders for purchase and / or sale (supply, exchange) of exchange goods, exchange certificates and, if necessary, agreements concluded on the basis of exchange certificates, invoices and acts of acceptance - transfer of services rendered, agreements on termination of exchange agreements, others documents related to brokerage activities carried out on the Exchange (*note: indicate the necessary documents in case of restriction of the list of documents in respect of which the Broker has the right to sign*);
- perform all necessary actions for the purchase and / or sale (supply, exchange) of exchange

goods and perform all other actions related to the execution of this Power of Attorney (*note: indicate restrictions on actions in case of their presence*).

Powers under this power of attorney may not be transferred to other persons.

This power of attorney is valid until the expiration of the lease of the exchange place.

Signature _____ _____ certify.
(Broker's full name) (sample signature)

_____ _____ / _____ /
(title of head) (signature) (full name)
stamp

Appendix № 5
to the Regulations on lease of exchange places on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

AGREEMENT №_____
of lease of an exchange place on a commodity exchange - Limited Liability Company "Ukrainian Energy Exchange"

Kyiv "_____" _____20___

_____ «_____» (hereinafter - the Lessor), represented by _____, acting on the basis of _____, on the one hand, and
_____ «_____» (hereinafter - the Lessee), represented by _____, acting on the basis of _____, on the other hand, hereinafter together the Parties have entered into this Agreement on the following:

1. Subject of the Agreement

1.1. According to the decision of the Exchange Committee of the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange Committee) and the terms of this Agreement, the Lessor who is a Member of the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange or LLC "Ukrainian Energy Exchange"), undertakes to provide the Lessee with an exchange place on the Exchange and provide other related services for the term of this Agreement, and the latter undertakes to accept the Exchange place on the Exchange and pay the cost of its rent in the manner and on conditions determined by this Agreement.
1.2. The subject of this Agreement is the regulation of relations between the Parties to grant the Lessee the right to participate in exchange trading, exchange operations and provide exchange services to third parties (clients) on the commodity exchange - LLC "Ukrainian Energy Exchange", as well as other related services during the term of this Agreement in the section (s) in the direction (s) specified in Annex №1 to this Agreement.
1.3. After concluding this Agreement, the Lessee acquires the status of a non-permanent member of the Exchange (brokerage office). The Exchange grants the right to participate in exchange trading on the Exchange, including electronic trading, and is assigned the number _____.
1.4. By concluding this Agreement, the Lessee confirms that he is familiar with the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Rules), the Regulations for conducting electronic exchange trading on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations), the Regulation on exchange place lease on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulation) and other internal documents of the Exchange that apply to exchange activities.
1.5. Under this Agreement, the Lessor provides the Lessee with services related to the activities of a permanent member of the Exchange (brokerage office), and are necessary to ensure the proper implementation of the Lessee's exchange transactions in oral, written or electronic form. The scope and procedure for providing these services is determined by the Lessor independently and does not require additional or prior approval by the Parties.
1.6. The services specified in clause 1.5 of this Agreement include, in particular, but not limited to, advising on the application of special legislation and internal documents of the Exchange, concluding

and executing agreements, signing exchange certificates, passing exchange procedures, conducting analytical work or providing analytical information in the field of market research, pricing policy, study, research and analysis of consumer demand, services for collecting and disseminating information about products (works, services), information or consulting in the field of exchange trading or brokerage services, dissemination of information about the Lessee or product, in order to or to maintain the awareness of consumers of advertising and their interest in the Lessee or the product, the provision of other consulting services.

1.7. The cost of services related to the activities of a permanent member of the Exchange (brokerage office) is included by the Lessor in the rental price of the exchange place under this Agreement. In this regard, the Parties shall draw up a single act of reception and transfer of services provided.

1.8. The Lessor has the right to involve third parties in the provision of services related to the activities of a non-permanent member of the Exchange (brokerage office) without the prior written consent of the Lessee.

2. Rights and obligations of the Parties

2.1. The Lessor has the right to:

2.1.1. On timely receipt of rent from the Lessee for the use of the exchange place on the Exchange.

2.1.2. Terminate this Agreement in accordance with paragraph 3.2. of this Agreement.

2.1.3. Perform other functions provided by the current legislation of Ukraine, the Charter of the Exchange, the Rules, Regulations, Regulations and other internal documents of the Exchange that apply to exchange activities.

2.1.4. Use information about the fact of concluding this Agreement indicating the Lessee (trademark and / or commercial name of the Lessee, etc.) and the subject of this Agreement for advertising and marketing purposes when published in the media, including, but not limited to print, radio, television, electronic , on the Lessee's website, in press releases and other forms of information.

2.2. Responsibilities of the Lessee:

2.2.1. To provide the Lessee with the use of an Exchange place on the Exchange for the term in the manner and under the conditions stipulated by this Agreement.

2.2.2. To exercise the right to participate in electronic exchange trades, exchange operations and provide exchange services by the Lessee to third parties (clients) to provide the Exchange with login (s) and password (s) access to the Software product "Exchange electronic trading system", Software product Exchange electronic trading system "in the version" UGS - customs warehouse" (hereinafter - PP BETS) to the person (persons) who have passed the course of training in PP BETS, accreditation on the commodity exchange – LLC "Ukrainian Energy Exchange" and will perform the powers of the broker (brokers) of the Lessee.

2.2.3. Give the Lessee the opportunity to be in the trading and operating halls of the Exchange, use the equipment of the Exchange, submit applications for purchase / sale (supply, exchange) of goods, enter into exchange transactions on the Exchange and documents related to exchange transactions, do not prevent the Lessee from carrying out this activities.

2.2.4. In the event of a deposit of the guaranteed balance by the Lessee, ensure that the Exchange returns the Guaranteed Balance of funds (its balance) to the Lessee within 3 (three) business days from the date of termination of this agreement and receipt of a written application from the Lessee indicating the bank details for the return of the guaranteed balance of funds, provided that the obligations to the Exchange are fully fulfilled.

2.2.5. To keep commercial secrets and confidential information about the Lessee in accordance with the Law of Ukraine "On Commodity Exchanges" and other regulatory acts of Ukraine.

2.2.6. Timely, qualitatively and in full to fulfill all other obligations under this Agreement.

2.3. The Lessee has the right to:

2.3.1. Appoint representatives-brokers to participate in exchange trades in accordance with the Regulations and accredit them to carry out exchange transactions on the Exchange.

2.3.2. Carry out exchange operations on the Exchange independently or through your broker and, if it represents the interests of a third party, receive remuneration for it.

2.3.3. To mediate in concluding exchange transactions on the Exchange.

2.3.4. Represent the interests of its clients by conducting exchange transactions and concluding exchange agreements and performing other actions related to the execution of exchange agreements on the basis of a power of attorney agreement concluded with the relevant client.

2.3.5. When mediating in the sale or purchase (supply, mini) to be in the trading and operating room of the Exchange, use the equipment of the Exchange, with the help of employees of the Exchange, submit applications for purchase / sale (supply, mine) of goods, enter into exchange transactions on the Exchange and perform other actions related to the execution of exchange agreements, Exchange Rules and other internal documents of the Exchange that apply to exchange activities.

2.3.6. Participate in electronic exchange trading on the Exchange, in accordance with the Rules of the Exchange and other internal documents of the Exchange that apply to exchange activities.

2.3.7. To exercise other rights of a non-permanent member of the Exchange provided for by the current legislation of Ukraine, the Rules, Regulation, Regulations and other internal documents of the Exchange that apply to exchange activities.

2.4. Responsibilities of the Lessee:

2.4.1. Pay the Lessor rent for the use of the exchange place in a timely manner.

2.4.2. Adhere to the Rules, Regulations, other internal documents of the Exchange, which apply to the Exchange's activities, decisions of the Exchange Committee and orders of the Exchange's management.

2.4.3. To obtain Lessee`s access to PP BETS to send a person (persons) who will perform the powers of a broker (brokers) after signing this Agreement to the training course of work in PP BETS on the commodity exchange - LLC "Ukrainian Energy Exchange".

2.4.4. Provide the Exchange with an electronic signature certificate in accordance with the Regulations.

2.4.5. Deposit to the current (settlement) account of the Exchange Guaranteed balance of funds in the amount specified in Appendix №1 to this Agreement (except for cases in respect of which the Exchange Committee has made a separate decision).

2.4.6. To fulfill obligations under concluded exchange agreements and to conclude, sign all necessary documents and fulfill obligations under them in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations and other internal documents of the Exchange that apply to exchange activities.

2.4.7. Provide the necessary information and documents in accordance with the requirements of the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations and other internal documents of the Exchange that apply to exchange activities.

2.4.8. Keep the secrecy of orders and transactions of clients performed with the participation of the Lessee and the Exchange.

2.4.9. Do not disclose confidential information and trade secrets of the Exchange.

2.4.10. Inform the Lessor in writing about all changes made to the documents provided by the Lessee for the conclusion of this Agreement, including the change of address and details, within 10 (ten) calendar days from the date of entry into force of such changes.

3. Lease term

3.1. The lease term of the exchange place is defined in Appendix №1 to this Agreement.

3.2. This Agreement may be terminated on the following grounds:

- in case the Lessor and (or) the Exchange decides to exclude the Lessee from non-permanent members of the Exchange for violation of the Rules (including internal documents of the Exchange applicable to exchange activities), non-compliance with lawful decisions of the Exchange Committee and orders of the Exchange management (or) the Exchange notifies the Lessee in writing within 3 (three) calendar days from the date of such decision;
- in case of the Lessee's intention to terminate this Agreement, of which the Lessee notifies the Lessor in writing within 14 (fourteen) calendar days, by sending an application to the Exchange and the Lessor to terminate membership;
- in case of the Lessor`s intention to terminate this Agreement, of which the Lessor shall notify the Lessee in writing within 14 (fourteen) calendar days. In this case, this Agreement will be considered terminated after 14 (fourteen) calendar days from the date of sending by the Lessor to the address of the Lessee notice of early termination of the Agreement;
- by agreement;
- in other cases provided by the current legislation of Ukraine, the Charter of the Exchange, the Rules, Regulations, Regulations and other internal documents of the Exchange that apply to exchange activities.

3.3. In the absence of the Lessee's application for termination of membership or change of terms of this Agreement within one month before the expiration date of this Agreement, this Agreement is considered extended until the end of the current calendar year on the same terms as provided by the Agreement.

3.4. If within one month before the expiration date of the Agreement, which was extended in accordance with paragraph 3.3 of the Agreement, neither Party submits an application to terminate or change the terms of the Agreement, this Agreement is considered extended for one calendar year and on the same terms as provided by the Agreement. This clause means the possibility of automatic multiple prolongation of the Agreement.

4. Lease payment

4.1. The cost and conditions of payment of the exchange place lease are specified in Appendix №1 to this Agreement.

4.2. Settlements under this Agreement are made in the national currency of Ukraine by transferring funds to the bank account of the Lessor.

5. Liability of the Parties

5.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the terms of this Agreement in accordance with the current legislation of Ukraine.

5.2. In case of violation by the Lessee of the Exchange Rules (including internal documents of the Exchange, which apply to the Exchange activities and are an integral part of the Rules), non-compliance with lawful decisions of the Exchange Committee and orders of the Exchange management, the Exchange has the right to exclude such member based on the decision of the Exchange Committee.

5.3. Compensation for damage caused by the Lessee's failure to fulfill its obligations to the Exchange may be made at the expense of the guaranteed balance of funds by the undisputed recovery of funds by the Exchange from the account of the guaranteed balance of the Lessee's funds.

5.4. In case of violation of clauses 4.1 of this Agreement, the Exchange at the request of the Lessor has the right to suspend the technical access of the Lessee to PP BETS or restrict (in whole or in part) the Lessee in access to PP BETS based on the decision of the Exchange Committee.

5.5. The Exchange has the right to exclude the Lessee from the non-permanent members of the Exchange on the basis of the decision of the Exchange Committee, if the term of the debt is more

than 10 (ten) working days.

5.6. In case the court considers a dispute related to the implementation of this Agreement by the Parties, each Party has the right to confirm the circumstances to which it refers as the basis of its claims and objections, printouts of letters and documents sent to the other Party or received from the other Party by e-mail, certified by the seal of the Party providing such printouts to the court, as well as copies of documents sent to the other Party or received from the other Party by facsimile, certified by the seal of the Party providing such copies to the court. The parties agree that the printouts and copies of documents certified in accordance with the procedure provided for in this paragraph shall be admitted as written evidence.

6. Other conditions

6.1. The terms of this Agreement remain in force for the entire term of its validity. The term of this Agreement is the lease term, according to paragraph 3.1. of this Agreement (taking into account the possibility of extending the validity in accordance with paragraphs 3.3 and 3.4. of this Agreement).

6.2. The Lessee has no right to transfer to another legal entity its right to participate in the auction and / or to transfer the exchange place to sublease.

6.3. All disputes arising out of or in connection with this Agreement shall be settled by negotiation between the Parties. If the relevant dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the current legislation of Ukraine.

6.4. Any changes and additions to this Agreement shall be made in writing, by signing by both Parties the relevant Additional Agreement, which is an integral part of this Agreement.

6.5. In cases not provided for in this Agreement, the Parties shall be governed by the current legislation of Ukraine.

6.6. The Lessee's manager and (or) the person(s) who will perform the powers of broker(s) in PP BETS are obliged to complete a training course at PP BETS and accreditation at the commodity exchange - Ukrainian Energy Exchange LLC, and provide an electronic signature certificate to the Exchange's accreditation department.

6.7. After fulfilling clause 6.6 of this Agreement, the Lessee has the right to participate in electronic stock trading and conduct exchange transactions on the Exchange, in accordance with the Rules and current legislation of Ukraine.

6.8. The Agreement, duly signed and transmitted by electronic means, shall have the force of the original, until the exchange of originals of copies of this Agreement between the Parties.

6.9. This Agreement is concluded in two original copies in the Ukrainian language, one for the Lesssor and the Lessee. All copies have the same legal force.

6.10. This Agreement shall enter into force upon signature by the Parties.

7. Legal details and signatures of the Parties

Lessor

_____
Address: _____
Details:
_____
_____
identification code _____
ITN_____
Phones: _____
Fax: _____
E-mail: _____

_____ _____ _____
(position) signature (full name)

Stamp (if available)

Lessee

_____
Address: _____
Details:
_____
_____
identification code _____
ITN _____
Phones: _____
Fax: _____
E-mail: _____

_____ _____ _____
(position) signature (full name)

Stamp (if available)

APPENDIX № 1
to the Exchange Lease Agreement on the Commodity Exchange -
Ukrainian Energy Exchange Limited Liability Company
№ _____ dd "___" _____ 20__

1. Implementation of exchange activities

1.1. Execution of exchange operations and provision of exchange services to third parties (clients) on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" is possible in the section (s) in the direction (s): _____.

2. Guaranteed balance of funds

2.1. The amount of the guaranteed balance of funds is _____ (_____) hryvnias.

3. Lease term

3.1. The lease term of the exchange place is: from "__" _____ 20__ to "__" _____ 20__.

3.2. In the absence of the Lessee's application for termination of membership or change of terms of the Lease Agreement on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" № _____ dd _____ 20__ (hereinafter - the Agreement), within one month before the expiration of the Agreement (term of lease of an exchange place), this Agreement (term of lease of an exchange place) is considered extended until the end of the current calendar year on the same conditions as provided by the Agreement.

3.3. If within one month before the expiration date of the Agreement, the validity of which has been extended in accordance with paragraph 3.2. of the Appendix 1 of the Agreement, neither of the Parties shall submit an application for termination or change of the terms of the Agreement, this Agreement shall be considered extended for one calendar year and on the same terms as provided by the Agreement. This clause means the possibility of automatic multiple prolongation of the Agreement.

4. Lease payment

4.1. For all sections in the selected directions, the rental fee for the entire rental period is (__) UAH. 00 kopecks including VAT. The tenant pays the cost of lease an exchange place in the amount of (___) UAH. 00 kopecks including VAT on the basis of the invoice issued.

4.2. For all sections in the selected areas, the lease fee is __ (_____) % of the amount of transactions concluded on the Exchange, including VAT. The Lessee pays the cost of renting an exchange space based on the invoice issued upon completion of the trading session at PP BETS, within 3 (three) business days from the date of invoice issuance.

Lessor _____	**Lessee_____**
Address: _____	Address: _____
Details:	Details:
_____	_____
_____	_____
identification code _____	identification code _____
ITN _____	ITN _____
Phones: _____	Phones: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____
_____ _____ _____	_____ _____ _____
(position) signature (UPS)	(position) signature (UPS)
seal (in the presence)	seal (in the presence)

Appendix № 6
to the Regulations on lease of exchange places on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange»

AGREEMENT № _____ **on the lease of exchange places on commodity exchange - Ukrainian Energy Exchange Limited Liability Company**	**ДОГОВІР №_____** **оренди біржового місця на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа»**
Kyiv «__» _____ 20__	м. Київ «____»_____20_ року
_____ (hereinafter referred to as the Lessor), represented by _____, acting on the basis of the _____, on the one hand, and _____ (hereinafter - the Lessor), in the person of _____, acting by virtue of Charter, on the one part, and _____ (hereinafter the User) in the person of _____, acting by _____, on the other part, hereinafter - the Parties, have concluded the Agreement as follows:	**_____** (надалі - Орендодавець), в особі _____, що діє на підставі _____, з однієї сторони, та **_____ «_____»** (надалі - Орендар), в особі _____, що діє на підставі _____, з іншої сторони, надалі разом Сторони, уклали даний Договір про наступне:
1. Subject of the Agreement 1.1. According to the decision of the Exchange Committee of Limited Liability Company «Ukrainian Energy Exchange» and the terms of this Agreement the Lessor, who is a Member of Limited Liability Company «Ukrainian Energy Exchange» (hereinafter - the Exchange), shall provide for use of the Lessee for the duration of this Agreement, and last undertakes to accept the use of the exchange place on the Exchange and pay the rent in the manner and on the terms defined in this Agreement.	**1. Предмет Договору** 1.1. Згідно рішення Біржового комітету Товариства з обмеженою відповідальністю «Українська енергетична біржа» (далі – Біржовий комітет) та умов цього Договору Орендодавець, який є Членом товарної біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Біржа або ТОВ «Українська енергетична біржа»), зобов'язується надати в користування Орендарю на строк дії цього Договору біржове місце на Біржі та надати інші пов'язані з цим послуги, а останній зобов'язується прийняти у користування біржове місце на Біржі та сплачувати вартість його оренди в порядку та на умовах, що визначаються цим Договором.
1.2. The subject of this Agreement is regulation of Parties relations on giving the Lessee the right to participate in exchange trading, perform exchange operations and provide exchange services to third parties (clients) on Commodity exchange - Ukrainian Energy Exchange Limited Liability Company during the duration of this Agreement in the directions _____. 1.3. After concluding this Agreement, the Lessee acquires the status of a non-permanent member of the Exchange (brokerage office). The Exchange grants the right to participate in exchange trading on the Exchange, including electronic trading, and is assigned the number _____.	1.2. Предметом даного Договору є регулювання відносин Сторін по наданню Орендарю права на участь в біржових торгах, здійсненню біржових операцій та наданню біржових послуг третім особам (клієнтам) на товарній біржі – ТОВ «Українська енергетична біржа», а також по наданню інших пов'язаних послуг протягом терміну дії даного Договору у всіх секціях за напрямками: _____. 1.3. Після укладення цього Договору Орендар набуває статусу непостійного члена Біржі (брокерської контори). Біржа надає право участі в біржових торгах на Біржі, в тому числі електронних, при цьому йому присвоюється номер _____.

1.4. By concluding this Agreement, the Lessee confirms that he is familiar with the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Rules), the Regulations for conducting electronic exchange trading on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations), the Regulations on leasing exchange sites on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Regulations) and other internal documents of the Exchange that apply to exchange activities.	1.4. Укладаючи цей Договір, Орендар підтверджує, що він ознайомлений з Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа» (далі – Правила), Регламентом проведення електронних біржових торгів на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Регламент), Положенням про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Положення) та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність.
2. Rights and obligations of the Parties **2.1. The Lessor has the right:** 2.1.1. Timely receipt of lease payment from the Lessee for the use of the exchange place on the Exchange. 2.1.2. To terminate this Agreement under clause 3.2. of this Agreement. 2.1.3. Perform other functions stipulated by the current legislation of Ukraine, the Exchange Charter, the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations, the Regulations and other internal documents of the Exchange that apply to exchange activities. 2.1.4. Use information about the fact of concluding this Agreement indicating the Lessee (trademark and / or commercial name of the Lessee, etc.) and the subject of this Agreement for advertising and marketing purposes when published in the media, including, but not limited to print, radio, television, electronic, on the Landlord's website, in press releases and other forms of information.	**2. Права та обов’язки Сторін** **2.1. Орендодавець має право:** 2.1.1. На своєчасне отримання орендної плати від Орендаря за користування біржовим місцем на Біржі. 2.1.2. Розірвати даний Договір, згідно п. 3.2. даного Договору. 2.1.3. Здійснювати інші функції, передбачені чинним законодавством України, Статутом Біржі, Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Регламентом, Положенням та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність. 2.1.4. Використовувати інформацію про факт укладення цього Договору із зазначенням Орендаря (торговельної марки та/або комерційного найменування Орендаря, тощо) і предмета цього Договору в рекламно-маркетингових цілях при публікації в засобах масової інформації, включаючи, але не обмежуючись друкованими, радіо, телебаченням, електронними, на Інтернет-сайті Орендодавця, у прес-релізах та інших формах інформування.
2.2. Obligations of the Lessor: 2.2.1. To provide the Lessee with the use of the exchange place on the Exchange for a period and in the manner and on the terms provided in this Agreement. 2.2.2. For the realization of the right to participate in electronic exchange trading, the implementation of exchange operations and the provision of exchange services by the Lessee to third parties (clients) to ensure the issuance by the Exchange of the login (s) and password) to access to the Software Product «Electronic Exchange Trading System», Software Product "Exchange Electronic Trading System" in the version "UGS - Customs Warehouse" (hereinafter - PP BETS) to a person (s) who took a training course on work in PP BETS, accredited at Exchange and shall exercise the powers of the broker (brokers) of the Lessee.	**2.2. Обов’язки Орендодавця:** 2.2.1. Надати Орендареві у користування біржове місце на Біржі на строк в порядку та на умовах, передбачених цим Договором. 2.2.2. Для реалізації права на участь в електронних біржових торгах, здійснення біржових операцій та надання біржових послуг Орендарем третім особам (клієнтам) забезпечити видачу Біржею логіну (ів) та паролю (ів) доступу до Програмного продукту «Біржова електронна торгова система», до Програмного продукту «Біржова електронна торгова система», Програмного продукту «Біржова електронна торгова система» у версії «ПСГ – митний склад» (далі – ПП БЕТС) особі (особам), яка пройшла (ли) курс навчання роботи в ПП БЕТС, акредитацію на товарній біржі - ТОВ «Українська енергетична біржа» та буде

	(будуть) виконувати повноваження брокера (брокерів) Орендаря.
2.2.3. To provide the Lessee with the opportunity to be present in trading-operational halls of the Exchange, to use the equipment of the Exchange, to submit applications for purchase / sale (supply, barter) of goods, to conclude exchange transactions on the Exchange and documents related to the execution of exchange transactions, not to interfere with the Lessee in the implementation of this activity.	2.2.3. Надати Орендареві можливість перебувати в торгово-операційних залах Біржі, користуватися обладнанням Біржі, подавати заявки на купівлю/продаж (поставку, міну) товарів, укладати біржові угоди на Біржі та документи, пов'язані з виконанням біржових угод, не перешкоджати Орендареві у здійсненні цієї діяльності.
2.2.4. To keep commercial secrets and confidential information about the Lessee in accordance with the Law of Ukraine "On Commodity Exchanges" and other regulatory acts of Ukraine.	2.2.4. Зберігати комерційну таємницю, конфіденційну інформацію про Орендаря згідно з Законом України «Про товарні біржі» та іншими нормативними актами України.
2.2.5. On time, accurately and in full to carry out all other obligations under this Agreement.	2.2.5. Вчасно, якісно і в повному обсязі виконувати всі інші зобов'язання за цим Договором.
2.3. The Lessee has the right:	**2.3. Орендар має право:**
2.3.1. To appoint representatives-brokers for participation in exchange trading on the basis of Power of Attorney and accredit them to carry out exchange operations on the Exchange.	2.3.1. Призначати представників-брокерів для участі у біржових торгах відповідно до Положення та акредитувати їх для здійснення біржових операцій на Біржі.
2.3.2. To perform in person or by broker exchange transactions on the Exchange and, if representing the interests of a third party, to get reward for it.	2.3.2. Здійснювати самостійно або через свого брокера біржові операції на Біржі та, якщо представляє інтереси третьої особи, отримувати за це винагороду.
2.3.3. To mediate in the conclusion of exchange transactions on the Exchange.	2.3.3. Здійснювати посередництво при укладанні біржових угод на Біржі.
2.3.4. To represent the interests of its customers by executing exchange operations and conclusion of exchange transactions and other actions related to the execution of exchange transactions, on the basis of a contract of delegation concluded with the client.	2.3.4. Представляти інтереси своїх клієнтів шляхом ведення біржових операцій і укладання біржових угод та вчинення інших дій, пов'язаних з виконанням біржових угод, на підставі договору доручення, укладеного з відповідним клієнтом.
2.3.5. While providing mediation services in sale or purchase (supply, barter) to be present in trading-operational halls of the Exchange, to use the equipment of the Exchange, assistance of Exchange employees, to submit applications for purchase / sale (supply, barter) of goods, to conclude exchange transactions on the Exchange and perform other actions related to the execution of exchange transactions, Exchange Rules and other internal documents of the Exchange which apply to exchange activity.	2.3.5. При здійсненні посередництва при продажу чи купівлі (поставці, міні) знаходитись в торгово – операційній залі Біржі, користуватись обладнанням Біржі, допомогою працівників Біржі, подавати заявки на купівлю/продаж (поставку, міну) товарів, укладати біржові угоди на Біржі та вчиняти інші дії, пов'язані з виконанням біржових угод, Правил Біржі та інших внутрішніх документів Біржі, що поширюються на біржову діяльність.
2.3.6. To exercise other rights of a non-permanent member of the Exchange provided for by the current legislation of Ukraine, the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations, the Regulations on the Lease of Exchange Places on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and other internal documents of the Exchange that apply to exchange activities.	2.3.6. Користуватися іншими правами непостійного члена Біржі, передбаченими чинним законодавством України, Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Регламентом, Положенням про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність.

2.4. Obligations of the Lessee: 2.4.1. Promptly pay the Lessor the rent for the use of the exchange place. 2.4.2. Comply with the Rules, Regulations, other internal documents of the Exchange that apply to exchange activities, decisions of the Exchange Committee and orders of the Exchange management. 2.4.3. To gain access to PP BETS the Lessee have to send the person (s) who is (are) to exercise the powers of the broker (brokers) on the training course of work in PP BETS at Exchange after the signing of this Agreement. 2.4.4. To conclude an Agreement with the Exchange on the use of a simple electronic signature and (or) provide the Exchange with an electronic signature certificate in accordance with the Regulation on the Lease of Exchange Places on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company. 2.4.5. To fulfill obligations under concluded exchange agreements and to conclude, sign all necessary documents and fulfill obligations under them in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations and other internal documents of the Exchange that apply to exchange activities. 2.4.6. Provide the necessary information and documents in accordance with the requirements of the Rules of the Ukrainian Energy Exchange Limited Liability Company, the Regulations and other internal documents of the Exchange that apply to exchange activities. 2.4.7. Keep secrecy of customer's orders and transactions that are performed with the participation of the Lessee and of the Exchange. 2.4.8. Not to disclose confidential information and commercial secret of the Exchange. 2.4.9. In writing inform the Lessor of all changes made into provided by the Lessee documents to enter into this Agreement, including address changes and details within 10 (ten) calendar days from the date of entry into force of such changes. **3. Lease duration** 3.1. Lease period of exchange place is: from «___» ____20____ to «____» _____20___. 3.2. This Agreement may be terminated on the following grounds: - in the event that the Lessor and (or) the Exchange makes a decision to exclude the Lessee from the number of non-permanent members of the Exchange for violation of the Rules of the Ukrainian Energy Exchange Limited Liability Company (including internal	**2.4. Обов'язки Орендаря:** 2.4.1. Своєчасно сплачувати Орендодавцю орендну плату за користування біржовим місцем. 2.4.2. Дотримуватись Правил, Регламенту, інших внутрішніх документів Біржі, що поширюються на біржову діяльність, рішень Біржового комітету та розпоряджень керівництва Біржі. 2.4.3. Для отримання доступу Орендаря до ПП БЕТС направити на курс навчання роботи у ПП БЕТС на товарній біржі – ТОВ «Українська енергетична біржа» особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів) після підписання цього Договору. 2.4.4. Укласти з Біржею Договір про використання простого електронного підпису та (або) надати Біржі сертифікат електронного підпису у відповідності до Положення про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа». 2.4.5. Виконувати зобов'язання за укладеними біржовими угодами та укладати, підписувати всі необхідні документи і виконувати зобов'язання за ними відповідно до Правил Товариства з обмеженою відповідальністю «Українська енергетична біржа», Регламенту та інших внутрішніх документів Біржі, що поширюються на біржову діяльність. 2.4.6. Надавати необхідну інформацію та документи згідно з вимогами Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Регламенту та інших внутрішніх документів Біржі, що поширюються на біржову діяльність. 2.4.7. Зберігати таємницю доручень та операцій клієнтів, що виконуються за участю Орендаря та Біржі. 2.4.8. Не розголошувати конфіденційну інформацію та комерційну таємницю Біржі. 2.4.9. Письмово інформувати Орендодавця про всі зміни, внесені в надані Орендарем для укладення даного Договору документи, у тому числі про зміну адреси та реквізитів, протягом 10 (десяти) календарних днів з дня набрання чинності таких змін. **3. Строк оренди** 3.1. Строк оренди біржового місця складає: з «__» _____ 20__ р. по «__» _____ 20__ р. 3.2. Даний Договір може бути розірваний за таких підстав: - у випадку прийняття Орендодавцем та (або) Біржею рішення про виключення Орендаря із числа непостійних членів Біржі за порушення Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа» (у тому числі

documents of the Exchange that apply to exchange activities), failure to comply with lawful decisions of the Exchange Committee and orders of the Exchange management, of which the Lessor and (or) the Exchange shall notify the Lessee in writing within 3 (three) calendar days from the date of making such a decision;	внутрішніх документів Біржі, що поширюються на біржову діяльність), невиконання законних рішень Біржового комітету та розпоряджень керівництва Біржі, про що Орендодавець та (або) Біржа письмово попереджають Орендаря протягом 3 (трьох) календарних днів з дня прийняття такого рішення;
- in case of Lessee's intention to terminate this Agreement, the Lessee shall warn the Lessor in writing in 14 (fourteen) calendar days by sending applications for termination of membership to the Exchange and the Lessee applicant;;	- у випадку наміру Орендаря щодо припинення даного Договору, про що Орендар письмово попереджає Орендодавця за 14 (чотирнадцять) календарних днів, шляхом направлення Біржі та Орендодавцю заяви про припинення членства;
- in case of the Landlord's intention to terminate this Agreement, of which the Lessor shall notify the Lessee in writing within 14 (fourteen) calendar days. In this case, this Agreement will be considered terminated after 14 (fourteen) calendar days from the date of sending by the Landlord to the address of the Lessee notice of early termination of the Agreement.	- у випадку наміру Орендодавця щодо припинення даного Договору, про що Орендодавець письмово попереджає Орендаря за 14 (чотирнадцять) календарних днів. У даному разі цей Договір буде вважатися припиненим після закінчення 14 (чотирнадцяти) календарних днів з моменту направлення Орендодавцем на адресу Орендаря повідомлення про дострокове припинення Договору.
3.3. Extension of lease of exchange place shall be made by conclusion of the Additional agreement to the present Agreement. Thus the Lessee pays the rental fee of the exchange place according to the established tariffs at the time of signing the Additional agreement for the period of extended validity of this Agreement. 3.4. The lease term may be shortened only with the consent of the Parties.	3.3. Продовження терміну оренди біржового місця здійснюється шляхом укладання Додаткової угоди до цього Договору. При цьому Орендар оплачує вартість оренди біржового місця згідно з встановленими тарифами на момент підписання Додаткової угоди за період, на який продовжується дія цього Договору. 3.4. Термін оренди може бути скорочений лише за згодою Сторін.
4. Rental fee 4.1. Rental fee is _____. 4.2. The Lessee shall pay the cost of renting the exchange space based on the invoice issued by the Lessor within 3 (three) business days from the date of invoice issuance. 4.3. Payment type - Bank transfer. Bank charges and other mandatory payments for the transfer of funds is paid by the Lessee.	**4. Орендна плата** 4.1. Орендна плата складає _____. 4.2. Орендар оплачує вартість оренди біржового місця на підставі рахунку, виставленого Орендодавцем протягом 3 (трьох) робочих днів з моменту виставлення рахунку. 4.3. Вид платежу – банківський переказ, банківська комісія та інші обов'язкові платежі за переказ коштів оплачується за рахунок орендаря.
5. Liability of the parties 5.1. For non-performance or improper performance of the terms of this Agreement the Parties bear responsibility according to the current legislation of Ukraine. 5.2. In case of violation by the Lessee of the Charter, the Rules of the Ukrainian Energy Exchange Limited Liability Company (including internal documents of the Exchange that apply to exchange activities), failure to comply with lawful decisions of the Exchange Committee and orders of the Exchange management, the Exchange has the right to exclude such a member	**5. Відповідальність Сторін** 5.1. За невиконання або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно з чинним законодавством України. 5.2. У разі порушення Орендарем Статуту, Правил Товариства з обмеженою відповідальністю «Українська енергетична біржа» (у тому числі внутрішніх документів Біржі, що поширюються на біржову діяльність), невиконання законних рішень Біржового комітету та розпоряджень керівництва Біржі, Біржа має право виключити такого члена зі

from the composition of non-permanent members based on the decision of the Exchange Committee. 5.3. In case of violation of clause 4.2 hereof, the Exchange at the request of the Lessor has the right to suspend Lessee's technical access to PP BETS or to limit (wholly or partly) the Lessee's access to PP BETS based on the decision of the Exchange Committee. 5.4. The Exchange has the right to exclude the Lessee from a non-permanent member list of the Exchange on the basis of the decision of the Exchange Committee, if the debts term is more than 10 (ten) working days.	складу непостійних членів на підставі рішення Біржового комітету. 5.3. У разі порушення умов п. 4.2 цього Договору Біржа за зверненням Орендодавця має право призупинити технічний доступ Орендаря до ПП БЕТС або обмежити (повністю або частково) Орендаря у доступі до ПП БЕТС на підставі рішення Біржового комітету. 5.4. Біржа має право виключити Орендаря зі складу непостійних членів Біржі на підставі рішення Біржового комітету, якщо термін заборгованості становить понад 10 (десять) робочих днів.
6. Other terms 6.1. The terms of this Agreement shall remain in force for the duration of its action. The term of the Agreement is the lease period in accordance with clause 3.1. of this Agreement (with the possibility of renewal in accordance with clause 3.3). 6.2. The Lessee has no right to transfer to another person the right to participate in trading and / or transfer exchange place in sublease. 6.3. All disputes arising from this Agreement or related to it shall be resolved through negotiations between the Parties. If the relevant dispute cannot be resolved through negotiations, it shall be settled by the Court according to the current legislation of Ukraine in the Economic Court in Kyiv. 6.4. Any changes or additions to the Agreement shall be in written form, by signing the relevant Amendment agreement (which is an integral part of this Agreement) by both Parties. 6.5. In cases not provided for by this Agreement the Parties shall be governed by the current legislation of Ukraine. 6.6. The Lessee's manager and (or) the person(s) who (will) exercise the powers of broker(s) in PP BETS are obliged (are obliged) to complete a training course in PP BETS and accreditation on the Exchange, conclude an Agreement with the Exchange on the use of a simple electronic signature (exclusively for a non-resident exchange trading participant) or provide an electronic signature certificate to the Exchange's accreditation department. 6.7. After fulfilling clause 6.6 of this Agreement, the Lessee has the right to participate in electronic stock trading and carry out exchange transactions on the Exchange, in accordance with the Rules and current legislation of Ukraine. 6.8. The Agreement transferred by facsimile shall have the force of the original until exchange original copies of this Agreement between the Parties. 6.9. This Agreement is concluded in Ukrainian and English. In the event of ambiguity or any differences in	**6. Інші умови** 6.1. Умови цього Договору зберігають чинність на весь термін його дії. Терміном дії Договору є строк оренди згідно з п. 3.1. цього Договору (з урахуванням можливості продовження терміну дії відповідно до п. 3.3). 6.2. Орендар не має права передавати іншій особі своє право участі у торгах та/або передавати біржове місце у суборенду. 6.3. Усі суперечки, що виникають із цього Договору або пов'язані з ним, вирішуються шляхом переговорів між Сторонами. Якщо відповідну суперечку неможливо вирішити шляхом переговорів, вона вирішується у судовому порядку згідно з чинним законодавством України у господарському суді м. Києва. 6.4. Будь-які зміни та доповнення до Договору здійснюються у письмовій формі шляхом підписання обома Сторонами відповідної Додаткової угоди, яка є невід'ємною частиною цього Договору. 6.5. У випадках, не передбачених цим Договором, Сторони керуються чинним законодавством України. 6.6. Керівник Орендаря та (або) особа (особи), яка (виконуватиме) повноваження брокера (брокерів) у ПП БЕТС зобов'язана (зобов'язані) пройти курс навчання роботи в ПП БЕТС та акредитацію на Біржі, укласти з Біржею Договір про використання простого електронного підпису (виключно для учасника біржових торгів - нерезидента) або надати до відділу акредитації Біржі сертифікат електронного підпису. 6.7. Після виконання п. 6.6 цього Договору, Орендар має право участі в електронних біржових торгах та здійснення біржових операцій на Біржі, згідно з Правилами та чинним законодавством України. 6.8. Договір, переданий засобами факсимільного зв'язку, має чинність оригіналу до обміну оригіналами екземплярів цього Договору між Сторонами. 6.9. Цей Договір укладено українською та англійською мовами. У разі виникнення різночитань або будь-яких розбіжностей у змістовому терміні перевагою має

the semantic content of the terms prevail is the text of this Agreement made in Ukrainian. 6.10. This Agreement is signed in two original copies which have equal legal force, one for the Lessor and the Lessee. This Agreement shall enter into force from the moment of its signing by the Parties. **7. Legal details and signatures of the Parties** **Lessor** **_____** Address: The bank details: Requisites: current account IBAN: Phone number: E-mail:_____ _____ _____ _____ _____ (position of the Head) seal (Full name) **Lessee** **_____** Address:_____ The bank details: Requisites: _____ current account IBAN:_____ Phone number:_____ E-mail:_____ _____ _____ _____ (position of the Head) seal (Full name)	текст цього Договору, викладений українською мовою. 6.10. Цей Договір укладено у двох оригінальних примірниках, які мають однакову юридичну силу, по одному для Орендодавця та Орендаря. Цей Договір набирає чинності з моменту підписання його Сторонами. **7. Юридичні реквізити та підписи Сторін** **Орендодавець** **_____** Адреса: _____ Реквізити: _____ ідентифікаційний код _____ ІПН _____ Телефони: _____ Факс: _____ E-mail: _____ _____ _____ _____ (посада керівника) М.П. (за наявності) (ІБП) **Орендар** **_____** Адреса: _____ Реквізити: _____ ідентифікаційний код _____ ІПН _____ Телефони: _____ Факс: _____ E-mail: _____ _____ _____ _____ (посада керівника) М.П. (за наявності) (ІБП)

Chairman of the Exchange Committee **Oleksii DUBOVSKYI**