«APPROVED»:
Exchange Committee of the Commodity Exchange Ukrainian energy exchange
Protocol № 553 of June 20, 2019

Chairman of the Exchange Committee
_____ /_____

«AGREED»:
Auction Committee for the sale of electricity under bilateral contracts
Protocol № 1 of June 25, 2019

_____/_____

REGULATIONS
on organization and holding of an electronic auction on the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (EDRPOU code 37027819)

{With changes introduced in accordance with the resolutions of the Exchange Committee of CE "UEEX" No. 575 dd 07/19/2019; No. 615 dd November 6, 2019; No. 734 dd 09.06.2020; No. 736 dd 11.06.2020; No. 768 dd August 6, 2020; No. 801 dd 09/29/2020; No. 891 dd 02.03.2021; No. 895 dd February 4, 2021; No. 905 dd 22.02.2021; No. 915 dd 03/04/2021; No. 918 dd 09.03.2021; No. 953 dd 04/23/2021; No.2118 dd 02/23/2026

No. 956 dd 04/27/2021

agreed by the resolutions of the Auction Committee No. 2 dd 07/19/2019; No. 4 dd November 6, 2019; No. 5 dd June 9, 2020; No. 6 dd 11.06.2020; No. 9 dd August 7, 2020; No. 11 dd 09/29/2020; No. 13 dd February 4, 2021; No. 15 dd 06.05.2021; No. 16 dd 05.03.2021; No. 17 dd 10.03.2021; No. 19 dd 04/28/2021; No. 20 dd 06.05.2021}

{As amended by resolutions of the Exchange Committee of UEEX LLC No. 969 dated 05/19/2021; No. 995 dated 07/13/2021, No. 1007 dated 07/30/2021, No. 1014 dated 08/11/2021, No. 1028 dated 09.09.2021, No. 1037 dated 23.09.2021, No. 1040 dated 27.09.2021, No. 1156 dated 15.04.2022, No. 1352 dated 02/22/2023, No. 1650 dated 02/27/2024, No. 1661 dated 03/07/2024, No. 1903 dated 02/28/2025, No. 1933 dated 04/18/2025, No. 2052 dated 11/05/2025, No. 2077 dated 12/18/2025, No. 2096 dated 01/21/2026, No. 2118 dated 02/23/2026, No. 2180 dated 06/29/2026, No. 2185 dated 07/10/2026, No. 2204 dated 08/13/2026, No. 2211 dated 09/03/2026

agreed resolutions of the Auction Committee No. 21 of 07/09/2021; No. 22 of 07/13/2021, No. 23 of 07/30/2021, No. 25 of 08/11/2021, No. 27 dated 09.09.2021, No. 29 dated 24 (27).09.2021, No. 32 dated 04.15.2022, No. 35 dated 03.15.2023, No. 36 dated 02/27/2024, No. 37 dated 03/07/2024, No. 38 dated 02/28/2025}, No. 39 dated 04/18/2025, No. 41 dated 11/04/2025, No. 42 dated 12/18/2025, No. 43 dated 01/21/2026, No. 44 dated 02/23/2026, No. 45 dated 06/26 (29)/2026, No. 46 dated 07/10/2026, No.47 dated 08/13/2026, No.49 dated 09/03/2026}

Kyiv, 2019

1. GENERAL PROVISIONS

1.1. "Regulations for the organization and conduct of an electronic auction for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company" (hereinafter - the Regulations) were developed to implement and comply with the "Procedure for conducting electronic auctions for the sale of electricity under bilateral contracts" approved by Resolution No. 499 of the Cabinet of Ministers of Ukraine of June 5, 2019, (hereinafter - the Order), and taking into account the requirements of the "Regulations on imposing special obligations on participants of the electricity market to ensure public interests in the process of functioning of the electricity market", approved by the Resolution of the Cabinet of Ministers of June 5, 2019 No. 483, (hereinafter - the Regulation), of the internal documents of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Auction Organizer), the current legislation of Ukraine and determines the mechanism for organizing and conducting electronic auctions for the sale of electricity including auctions in the form of special sessions, (hereinafter referred to as the auction), namely: regulates the order of interaction between the Auction Organizer and auction participants, determines the sequence of actions, deadlines, terms, order and form of their execution during the organization and conduct of auctions, as well as measures to manage the risks of non-compliance (non-compliance) by auction participants with the requirements of this Regulations.

1.1.1. When organizing and conducting electronic auctions for the sale of electricity, the Auction Organizer and the Auction Participants must strictly comply with the requirements of these Regulations, Procedures, Regulations, Rules and other internal documents of the Auction Organizer, the current legislation of Ukraine, including legislation in the field of preventing and combating the legalization (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction.

1.2. This Regulations applies to auctions held in the form of a one-way auction, including, in accordance with the Regulation (hereinafter - special sessions), as well as special sessions for the sale of electricity produced from alternative energy sources, defined in clauses 40 - 46 of the Procedure, and special sessions for the sale of packages of lots under bilateral contracts, specified in clauses 47-54 of the Procedure, (hereinafter - special sessions on selling lot packages) as well as special sessions for the sale of packages of standard product lots under bilateral agreements, defined in paragraphs 55 - 67 of the Procedure, (hereinafter also - special sessions for the sale of standard products) and is mandatory for all auction participants.

1.3. The general monitoring of auctions regarding compliance by auction participants and the Auction Organizer with the Regulations is carried out by the Auction Committee in accordance with Clause 6 of the Procedure.

1.4. This Regulations is approved by the Auction Committee in accordance with Clause 8 of the Procedure.

1.5. All concepts and terms used in this Regulations are defined and applied in accordance with the Procedure, Regulation and current legislation of Ukraine except for those specified in this clause:
Customer Questionnaire (Customer Questionnaire on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company) - a document approved by the Regulations on the Customer Questionnaire on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company, developed for the purpose of performing due diligence of customers by the Auction Organizer in accordance with the requirements of the Law of Ukraine “On Prevention and Counteraction to Legalization (Laundering) of Proceeds of Crime and Terrorist Financing”

1.6. The term "electronic signature" used in this Regulations has the following meaning:
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”. The following types of electronic signatures can be used in the Software Product "Exchange Electronic Trading System" in the "Electric Power" version (hereinafter referred to as PP BETS): operational key, advanced electronic signature based on a qualified electronic signature certificate, qualified electronic signature:
qualified electronic signature - 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 an auction participant in the BETS PE, in

particular, but not exclusively, when signing applications for organizing and conducting an auction or applications for participation in an auction, auction certificates;;
operational key - an electronic signature consisting of 32 (thirty-two) characters and generated in the PP BETS upon confirmation of the actions of the auction participant using an advanced or qualified electronic signature, and used to automatically sign all legally significant actions of the participant in the BETS PP except for signing applications for organizing and conducting an auction, applications for participation in the auction, auction certificates;
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 auction participant in the PP BETS, in particular, but not exclusively, when signing applications for organizing and conducting an auction or applications for participation in an auction, auction certificates.

1.6.1. In order to properly identify the signer of an electronic document, as well as to verify the legal grounds for representing the legal entity - the auction participant, in whose interests he acts (employment relationship, agency agreement, etc.), the signer's public key certificate must contain information about the name of the legal entity whose interests he represents.

1.7. Amendments and additions to this Regulations are made in the order provided for its development, approval and approval. All annexes to the Regulations and internal documents of the Auction Organizer, which are referenced in the Regulations, are an integral and integral part thereof.

1.8. The auction organizer informs auction participants and other interested parties of the Regulations, as well as changes and additions to it, by posting them on the official website of the auction organizer on the Internet at the address: www.ueex.com.ua. The auction organizer can also use any other methods of informing without exception.

2. GENERAL CONDITIONS OF AUCTIONS

2.1. The subject of auctions is electricity - energy produced at electricity facilities and is a commodity intended for purchase and sale.

2.2. Auctions are conducted with the help of the "Exchange Electronic Trading System" software product in the "Electric Power" version (hereinafter - PP BETS), which is an electronic trading system within the meaning of the provisions of the Procedure.

2.3. Address of PP BETS on the Internet:https://epbets.ueex.com.ua.

2.4. The instructions for using the PP BETS are posted on the official website of the Auction Organizer on the Internet at the address:www.ueex.com.uawith the provision of access to it to registered auction participants.

2.5. The work of PP BETS is organized in Ukrainian and English languages.

2.6. Auctions are conducted in compliance with the following general principles:
- fair competition (including by the seller setting the number of lots and their total volume offered for sale at the same time, in the amount that will attract the largest possible number of potential buyers);
- non-discrimination of auction participants;
- objectivity and impartiality;
- anonymity (depersonalization) of the auction participants-buyers during the bidding, in order to minimize the risk of anti-competitive concerted behavior between the auction participants;
- prevention of corruption and abuse;
- conducting auctions only on working days;
- free pricing, in order to comply with the market principles of pricing, which, among other things, are provided for by the Law of Ukraine "On the Electricity Market".

2.7. Only the seller has the right to initiate the organization and conduct of the auction.

2.8. An exemplary form of a bilateral electricity purchase and sale contract is approved by the Auction Committee.

2.9. Auctions are held on trading days (the business day on which the auction(s) falls) according to the annual schedule approved by the Auction Committee, except for:
- auctions in the form of a special session for the sale of electricity generated from alternative energy sources, which are held on trading days determined by the guaranteed buyer in accordance with the Procedure and previously agreed with the Auction Organizer;
- auctions in the form of a special session for the sale of packages of lots, which are held on trading days determined by the seller and previously agreed with the Auction Organizer;
- auctions in the form of a special session for the sale of standard products, which are held on trading days determined by the seller taking into account the requirements of clause 55-1 or 58 of the Procedure, and previously agreed with the Auction Organizer.

2.10. In order to fulfill special duties by the participants of the electricity market to ensure public interests in the process of functioning of the electricity market in accordance with the requirements of Article 62 of the Law of Ukraine "On the Electricity Market" and for the operator of the electricity transmission system and operators of the electricity distribution system to compensate for technological losses of electricity for transmission/distribution the auction Organizer conducts separate special sessions taking into account the requirements of the Regulation and Procedure.

2.11. When conducting a special session, a special session for the sale of electricity generated from alternative energy sources, a special session for the sale of packages of lots and a special session for the sale of packages of lots of standard products under bilateral contracts, the procedure for organizing and conducting auctions, concluding bilateral contracts for the purchase and sale of electricity shall be carried out in accordance with the Procedure and this Regulations, with the exception of determining the level of prices for the purchase and sale of electricity in special sessions specified in clause 1.2. of the Regulations.

2.12. During the organization and conduct of auctions (initiation and participation in auctions), electronic auctions for the purchase and sale of electricity under bilateral contracts using the bilateral continuous auction technology in accordance with the provisions of the Regulations on the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts using the bilateral continuous auction technology on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, participants in the auction, except for sellers (solely within the provisions of this Regulations) who are subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure General accounts are used.

Under the General Account, within the provisions of this Regulations, the account in PP BETS is recognized (analytical account individually defined for each individual auction participant), on which funds deposited by the auction participant into the current account of the Organizer are recorded of the auction and are used by it as a guarantee for the fulfillment of obligations arising from results of auctions at various sections of the Auction Organizer (a guarantee fee to fulfill the obligation to ensure the conclusion and execution of bilateral electricity purchase and sale contracts based on the results of auctions and a guarantee fee to fulfill the obligation to ensure the payment of the commission fee).

3. FEATURES OF USING THE ELECTRONIC TRADING SYSTEM

3.1. The auction process in PP BETS is divided into the following periods:

3.1.1. **Registration of applications** - the period of submission of applications for participation in the auction, which begins from the moment of creation (opening) of the trading session and ends at the end of the trading period.

3.1.2. **Trades -** the period of the auction during which, for the position(s) for sale, exhibited by the seller(s) within the framework of such an auction, an organized submission of price bids/counteroffers by buyers is carried out, which is divided into main and additional, except for auctions in the form of special sessions for the sale of packages of lots and in the form of special sessions for the sale of electricity generated from

alternative energy sources and in the form of special sessions for the sale of standard products in which only the main trading period is held.

The main trading period begins in the published on the official website of the Auction Organizer, the date and time and ends after the sale of the auctioned lots, but no later than 1 hour after the start of the bidding period; the time of completion of the main trading period (including taking into account its extension) should not be later than 19:00 on the day in which the auction was held; if at the time of the end of the main trading period for any of the positions, the bidding is still ongoing, then the main trading period continues until the end of the bidding for this lot/package of lots (the end of the waiting time for the best offer).

The additional trading period begins at the end of the main trading period and ends after the sale of the auctioned lots, but no later than 1 hour after the start of the additional trading period; the time of completion of the additional bidding period (including taking into account its extension) should not be later than 19:00 on the day in which the auction was held; if at the end of the additional trading period for any of the items, the bidding is still ongoing, then the additional trading period continues until the end of the bidding for this lot/package of lots (the end of the waiting time for the best offer).

The trading period (main and additional) can be extended:

a) at the initiative of the Seller - for a period that cannot exceed 1 (one) hour, by contacting the Seller to the Administrator of PP BETS within 1 (one) hour from the beginning of the corresponding trading period, but no later than 5 (minutes) before the beginning such continuation;

b) PP BETS in automatic mode - for a period of up to 3 (three) minutes, if within 3 (three) minutes before the end of the corresponding trading period (including taking into account the time of extension of the trading period) PP BETS will the fact of the conclusion of the agreement is recorded as a result of the expiration of the waiting time for the best offer.

Example No. 1 (on the initiative of the Seller): If the beginning of the trading period falls on 2:00 p.m., the Seller from 2:00 p.m. until 2:55 p.m. may contact the Administrator to extend the trading period for 1 hour. - until 4:00 p.m. If at 3:59 p.m. PP BETS recorded the fact of the conclusion of the agreement, the end time of the trading period is extended by 2 minutes - until 4:02 p.m. (3:59 p.m. + 3 min.). If at 4:01 p.m. PP BETS once again recorded the fact of the conclusion of the agreement, the end time of the trading period is extended by 2 minutes - until 4:04 p.m. (4:04 p.m.+ 3 minutes).

Example No. 2: If the start of the trading period falls at 5:30 p.m., the Seller from 5:30 p.m. to 6:25 p.m. may contact the Administrator to extend the trading period by 30 minutes - until 7:00 p.m. There is no automatic extension of the trading period after 7:00 p.m.

3.1.3. **Signing of certificates** - the period of signing auction certificates with an electronic signature, which begins from the moment of the end of the bidding period and lasts for 2 (two) hours.

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

3.3. The auction participant is prohibited from:

3.3.1. To admit persons not registered by the Auction Organizer as authorized persons of the seller/buyer to the automated workplace.

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

3.3.3. Carry out actions aimed at:
- receiving information from PP BETS that is not directly related to such auction participant;
- connecting to PP BETS using someone else's username (login) and password or by selecting someone else's login and password;
- the use of any third-party software and technical means in order to penetrate into the environment of the operating system of PP BETS servers;

- unauthorized change of the standard operating procedure of the Auction Organizer's technological equipment (hacking, attack, etc.) or discrediting the Auction Organizer;
- implementation of other actions that create prerequisites for the occurrence of failures in the work of PP BETS.

3.4. The auction participant must take all measures to prevent circumstances that may interfere with the functioning of the software and technical complex of the automated workplace and PP BETS, such as: ensuring reliable anti-virus protection of the workplace and non-interference in the system by third parties from the workplace of the auction participant, etc., and immediately notify the Auction Organizer of the occurrence of circumstances that may interfere with the functioning of the PP BETS.

3.5. The auction organizer has the right to stop the technical access of the auction participant to the PP BETS or to limit (fully or partially) the powers (actions) of the auction participant in the PP BETS in case of violation/non-observance by the auction participant of the Procedure, Regulation, Regulations, in case of detection of unauthorized access attempts by the participant of the auction to PP BETS, as well as in the event of any, without exception, other circumstances that prevent the functioning of PP BETS and/or the Auction Organizer. The restoration of the technical access of the auction participant to the PP BETS or the auction participant's authority to perform certain actions in the PP BETS is carried out only after the situation has been resolved, or technical failures have been eliminated in the event that the suspension of access to the PP BETS was the result of such failures.

3.6. The Organizer of the auction has the right to stop the technical access of the auction participant to PP BETS from the moment of suspension of his right to participate in auctions as an auction participant.

4. AUCTION PARTICIPANTS

4.1. The participants of the auction are sellers registered by the Auction Organizer who concluded an agreement with the Auction Organizer on the organization and conduct of electronic auctions and buyers registered by the Auction Organizer who joined the agreement on the organization and conduct of electronic auctions on the basis of an application for joining submitted to the Auction Organizer.

4.2. Sellers at the auction are:

4.2.1. producers of electricity (except producers that produce electricity at distributed generation facilities, producers of electricity from alternative energy sources (except blast furnace and coke oven gases, and using hydropower - only micro-, mini-hydroelectric power plants and small hydroelectric power plants);
4.2.2. electricity producers that produce electricity at distributed generation facilities, electricity producers from alternative energy sources (except blast furnace and coke oven gases, and using hydropower - only micro-, mini-hydropower plants and small hydroelectric power plants), who intend to sell electricity on a voluntary basis;
4.2.3. other than those specified in paragraphs 4.2.1. and 4.2.2. of the Regulations, electricity market participants who intend to sell electricity in accordance with the terms of electronic auctions.

4.3. Buyers at the auction are the guaranteed buyer, the transmission system operator, the distribution system operator and other participants of the electricity market who intend to purchase electricity in accordance with the terms of the auction.

4.4. Auction participants are allowed to participate in the special session - sellers and buyers who are assigned special responsibilities regarding the sale/purchase of electricity in the volumes, order and terms determined by the relevant decisions of the Cabinet of Ministers of Ukraine.

4.5. Auction participants - sellers and buyers who meet the requirements specified in clauses 40 - 46 of the Procedure and this Regulations - are allowed to participate in the special session on the sale of electricity produced from alternative energy sources.

4.6. To participate in the auction in the form of a special session for the sale of packages of lots, participants of the auction - sellers and buyers who meet the requirements defined by clauses 47 - 50 of the Procedure and this Regulations are allowed.

4.7. Participation in the auction in the form of a special session for the sale of standard products is allowed to auction participants - sellers and buyers who meet the requirements specified in paragraphs 55 - 67 of the Procedure and these Regulations. The buyer who purchases electricity for further resale is obliged to supply electricity to consumers in accordance with the delivery period that meets the terms of the auction, not less than 50 percent of the total volume of electricity purchased under bilateral contracts concluded based on the results of auctions held in the form of a special session for the sale of packages of standard product lots under bilateral contracts.

5. PROCEDURE FOR ADMISSION OF PARTICIPANTS TO AUCTIONS

5.1. The basis for the registration of the seller by the Auction Organizer in PP BETS is the conclusion of the Agreement on the organization and conduct of electronic auctions between the Auction Organizer and the seller.

5.2. In order to conclude the Agreement on the organization and conduct of electronic auctions, the seller on the official website of the Auction Organizer goes to the link "Access to electricity auctions" (https://accredit.ueex.com.ua) and fills out Registration form in electronic form (for legal entities or natural persons-entrepreneurs) (Appendix 1 to this Regulations), to which are attached archived files of scanned documents that must be valid (valid) at the time of their submission:

- of the Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts (Appendix No. 2 to this Regulations) filled in and certified by the signature of the authorized person and the seal of the seller (if available);
- a copy of the Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, issued no later than 1 (one) month before its submission to the Auction Organizer - (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);
- copies of the Charter (for a legal entity);
- copies of the Balance Sheet and the report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in the case of newly started activity);
- copies of the Order (decision / Procedure) on the appointment/election of the person(s) or other document regarding the person(s) who has (have) the right to enter into, sign the documents defined by this Regulations, perform other actions on behalf of the seller;
- copies of the Passport and certificate of identification number assignment (card on assignment of the registration number of the taxpayer's account card) (not provided in case of entering information about the individual identification number in the passport of a citizen of Ukraine in the form of a card) of the person who has the right to enter into, sign the documents defined by this Regulations and perform other actions on behalf of the seller, except in the case when such a person through 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 it and has a corresponding mark in the passport (in the case of providing the passport of a citizen of Ukraine in the form of a card, a Certificate of registration of the place of residence must be provided (a paper appendix to ID cards));
- Certificate (certificates) of the public key of the representative (representatives) authorized (authorized) by the seller to perform on his behalf actions related to the purchase/sale of electricity at auctions;
- copies of the Passport and the certificate of assignment of the identification number (card on the assignment of the registration number of the taxpayer's account card) (not provided in case of entering information about the individual identification number in the passport of a citizen of Ukraine in the form of a card) of the representative (representatives) authorized by the seller to perform actions related to the electricity sale auctions on his behalf, if the relevant actions are (s) also be performed by a person(s) other than the one(s) authorized to conclude, sign the documents specified by this Regulations and perform other actions on behalf of the seller, 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, has notified the appropriate body of the state fiscal service about it 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 residence registration must be provided (paper supplement to the ID card));
- Power of attorney (powers of attorney) of the representative (representatives) authorized by the seller to perform actions on his behalf related to the electricity sale at auctions in the recommended form (Appendix 3 to this Regulations);
- Customer questionnaires;
- Information about the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market (in the case of several licenses, the licensing entity provides information on all valid licenses to carry out the relevant type of economic activity on the electricity market)) approved by the signature of the head of the legal entity (natural person – entrepreneur) and sealed with the seal of the legal entity (natural person - entrepreneur) (if available).
- A letter on the ownership structure and data on the ultimate beneficial owners of the legal entity, containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer shall establish all available ultimate beneficial owners (samples of the letter containing a schematic representation of the ownership structure are available on the official website of the Auction Organizer in the section "Access to electricity bidding" (https://accredit.ueex.com.ua), tab "Materials for unload", "Electricity, specialised sections".

5.2.1. The auction organizer, no later than 3 (three) working days from the date of receipt of an Registration form of a participant of the electricity market who intends to participate in the auction as a seller, considers it and registers such a market participant as a seller, as indicated in the notification on the results of consideration of the Registration form, which is sent to the e-mail address of the participant of the electricity market specified in Registration form.

5.2.2. After receiving a notification about the registration of a participant on the electricity market, as a seller at electronic auctions for the sale of electricity, such a participant is obliged within 5 (five) working days from the day of receipt of the notification to the electronic address, in accordance with clause 5.2.1. of this Regulations, provide the Auction Organizer with documents in accordance with the list provided for in clause 5.2. (The agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts is provided in 2 (two) copies).
Documents provided in copies must be duly certified in accordance with the explanations provided on the official website of the Auction Organizer: www.ueex.com.ua, and valid at the time of their submission.
In the event that there have been changes in the above-mentioned documents and/or information, the seller is obliged to provide updated documents and/or information within 3 (three) working days from the moment of making such changes.
Failure to provide an updated Client Questionnaire is grounds for automatic suspension of his right to participate in auctions as an auction participant.

5.3. Participants of the electricity market who plan to participate in auctions for the sale of electricity as sellers, except for the mandatory condition specified in clause 5.1. of this Regulations, must:
1) receive from the Auction Organizer a username (login) and password for access to the PP BETS;
2) ensure the successful completion of the training course at PP BETS and receipt of the relevant certificate by the person(s) who will perform the functions of authorized persons of the seller;
3) take other necessary actions specified by the Procedure, these Regulations and the internal documents of the Auction Organizer, which are referenced in the Regulations.

5.3.1. Completion of a training course for work at PP BETS and obtaining the appropriate certificate by the person(s) who will perform the functions of authorized persons of the seller is provided by the Auction Organizer free of charge.

Failure to comply with the requirements of clause 5.3. of these Regulations is grounds for stop technical access to the person(s) who will perform the functions of the seller's authorized persons to the BETS PP or restricting (in whole or in part) the powers (actions) of such person(s) in the BETS PP.

5.4. Participants of the electricity market who plan to participate in auctions for the sale of electricity as buyers, must:

1) conclude with the Auction Organizer an Agreement on the organization and conduct of electronic auctions by joining it on the basis of a properly executed application for joining, which is submitted to the Auction Organizer;
2) be registered by the Auction Organizer as an auction participant on the basis of an Registration form;
3) to receive a user name (login) and password for access to PP BETS from the Auction Organizer;
4) ensure successful completion of the training course at PP BETS and receipt of the relevant certificate by the person(s) who will perform the functions of authorized persons of the buyer.

Electricity market participants planning to participate in auctions in the form of a special session for the sale of packages of lots as buyers, to confirm compliance with the requirements specified in Clause 50 of the Procedure, no later than 24 hours before the start of such an auction, provide to the auction Organizer (in the absence of a previously submitted document):
1) certificate (drawn up in an arbitrary form and signed by an authorized person of the buyer) regarding the structure of the buyer's property, including compliance with the criteria specified in the third and/or fourth paragraph of Clause 50 of the Procedure;
2) copy of the license for the right to carry out economic activity for electricity transmission activities certified by a licensee.

Electricity market participants planning to participate in auctions in the form of a special session for the sale of packages of standard product lots under bilateral contracts, in the status of buyers, in order to comply with the second paragraph of clause 66 of the Procedure no later than before the start of each such auction, shall provide the Auction Organizer with a certificate, signed by the head or other authorized person of such electricity market participant, regarding the volumes of electricity by consumers for whom they are purchasing at the auction in the form of a special session for the sale of standard products.

In the event that there have been changes in the documents specified in this clause, provided by a participant of the electricity market who planned to participate (participated) in auctions in the form of a special session for the sale of packages of lots in the status of a buyer, such a buyer is obliged to provide the Auction Organizer with updated documents and/or information within 3 (three) working days from the moment of such changes. The Auction Organizer provides the person(s) who will perform the functions of authorized persons of the buyer with the training course in PP BETS and obtain the corresponding certificate free of charge.

Failure to comply with the requirements of clause 5.4. of these Regulations is grounds for stop technical access to the person(s) who will perform the functions of authorized persons of the buyer to PP BETS or restricting (in whole or in part) the powers (actions) of such person(s) in PP BETS.

5.5. The form and content of the Agreement on the organization and conduct of electronic auctions between the Auction Organizer and the seller and the form and content of the application for joining the agreement on the organization and conduct of electronic auctions, which is an integral part of this Regulations (Appendix 2 to this Regulations), are posted by the Auction Organizer on its official website (www.ueex.com.ua).

5.6. In order to conclude the Agreement on the organization and conduct of electronic auctions, the buyer goes to the link "Access to electricity auctions" (https://accredit.ueex.com.ua) on the official website of the Auction Organizer and fills out the Registration (for legal entities or natural persons-entrepreneurs) (Appendix 1 to these Regulations), to which are attached archived files of scanned copies of documents that must be valid (valid) at the time of their submission:

- Applications for joining the Agreement on the Organization and Conduct of Electronic Auctions (Appendix 1 to the Agreement on the Organization and Conduct of Electronic Auctions);
- An extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, issued no later than 1 (one) month prior to its submission to the Auction Organizer - (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);
- The balance sheet and the report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in the case of newly started activity);

- An order (decision/Procedure) on the appointment/selection of a person(s) or other document regarding a person(s) who has (have) the right to enter into, sign the documents defined by this Regulations, perform other actions on behalf of the buyer;
- Passport and certificate of identification number assignment (taxpayer registration number assignment card) (not provided in case of entering information about the individual identification number in the passport of a citizen of Ukraine in the form of a card) of a person who has the right to enter into, sign the documents defined by this Regulations and perform other actions on behalf of the buyer, except for the case when such a person through his religious or other convictions refused to accept the registration number of the taxpayer's registration card, notified the relevant body of the state fiscal service about it 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 residence registration must be provided (a paper appendix to the ID -cards));
- Certificate (certificates) of the public key of the representative (representatives) authorized (authorized) by the buyer to perform actions on his behalf related to the purchase/sale of electricity at auctions;
- Passport and certificate of assignment of the identification number (card on assignment of the registration number of the taxpayer's registration card) (not provided in case of entering information about the individual identification number in the passport of a citizen of Ukraine in the form of a card) of the representative (representatives) authorized (authorized) by the buyer to perform actions related to the purchase of electricity at auctions on his behalf, if there are relevant actions (ut) also be performed by a person(s) other than the one(s) authorized to conclude, sign the documents specified by this Regulations and perform other actions on behalf of the buyer, 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,has notified the appropriate body of the state fiscal service about it 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 residence registration must be provided (paper supplement to the ID card));
- Power of attorney (powers of attorney) of the representative (representatives) authorized by the buyer to take actions on his behalf related to the purchase of electricity at auctions in the recommended form (Appendix 3 to this Regulations);
- Customer questionnaires ;
- Information about the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market (in the case of several licenses, to carry out the relevant type of economic activity on the electricity market), the licensing entity provides information on all valid licenses) approved by the signature of the head of the legal entity (natural person – entrepreneur) and sealed with the seal of the legal entity (natural person - entrepreneur) (if available).
- A letter on the ownership structure and data on the ultimate beneficial owners of the legal entity containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer shall establish all available ultimate beneficial owners (samples of the letter containing a schematic representation of the ownership structure are available on the official website of the Auction Organizer in the section "Access to electricity bidding" (https://accredit.ueex.com.ua), tab "Materials to upload", "Electricity, specialized sections".

5.7. The organizer of the auction no later than 3 (three) working days from the date of receipt of the Registration form of the electricity market participant who intends to participate in the auction as a buyer, considers it and registers such a market participant or refuses to register him. Refusal to register is a confirmation of the fact that the contract has not been concluded. The basis for refusal to register such a market participant is exclusively failure to provide and/or provision by him of incomplete and/or inaccurate information specified in the Registration form, about which the Auction Organizer sends him a corresponding message by e-mail indicating the grounds for refusal. Refusal of registration does not deprive such a market participant of the right to re-submit to the Auction Organizer Registration form at any time after the reasons for the refusal have been eliminated.

5.8. In the absence of comments to the Registration form, the Auction Organizer registers the participant of the electricity market in the PP BETS and grants him access to the auctions as a buyer, which he notes in the notice of the results of the consideration of the Registration form, which is sent to the e-mail address of the participant of the electricity market , specified in the Registration form.

5.9. In the event that the Auction Organizer makes a positive decision on the registration of the buyer, the buyer within 5 (five) working days from the day of receiving the notification to the e-mail address, according to clause 5.8. of this Regulations, directs the Auction Organizer:

originals of the following documents:

- Applications for joining the Agreement on the Organization and Conduct of Electronic Auctions (Appendix 1 to the Agreement on the Organization and Conduct of Electronic Auctions);
- Power of attorney (powers of attorney) of the representative (representatives) authorized by the buyer to take actions on his behalf related to the purchase of electricity at auctions in the recommended form (Appendix 3 to this Regulations);
- Customer questionnaires;
- A letter on the ownership structure and data on the ultimate beneficial owners of the legal entity, containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer shall establish all available ultimate beneficial owners;

duly certified copies:

- An extract from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, issued no later than 1 (one) month before its submission to the Auction Organizer - (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);
- The balance sheet and the report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in the case of newly started activity);
- An order (decision) on the appointment/selection of a person(s) or other document regarding a person(s) who has (have) the right to enter into, sign the documents defined by this Regulations, perform other actions on behalf of the buyer;
- Passport and certificate of identification number assignment (taxpayer registration card registration number card) (not provided in case of entering information about the individual tax number in the passport of a citizen of Ukraine in the form of a card)of a person who has the right to sign contracts and take actions on behalf of the buyer, except for the case when such a person, due to his religious or other beliefs, refused to accept the registration number of the tax payer taxpayer's card, has been notified of this by the relevant body of the state fiscal service 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 residence registration must be provided (paper supplement to the ID card));
- Passport and certificate of assignment of the identification number (card on the assignment of the registration number of the taxpayer's account card) (not provided in case of entering information about the individual tax number in the passport of a citizen of Ukraine in the form of a card)of the representative (representatives) authorized by the buyer to perform actions related to the purchase of electricity at auctions on his behalf, if there are relevant actions (ut) also be performed by a person(s) other than the one(s) authorized to conclude, sign the documents specified by this Regulations, and perform other actions on behalf of the buyer, except for the case when such a person through his/her refused to accept the registration number of the taxpayer's account card due to religious or other beliefs,has notified the appropriate body of the state fiscal service about it 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 residence registration must be provided (paper supplement to the ID card));
- Information about the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market (in the case of several licenses, the licensing entity provides information on all valid licenses, to carry out the relevant type of economic activity on the electricity market) approved by the signature of the head of the legal entity (natural person – entrepreneur) and sealed with the seal of the legal entity (natural person - entrepreneur) (if available).

In case of changes in the above-mentioned documents and/or information, the buyer is obliged to provide updated documents and/or information within 3 (three) working days from the moment of such changes.

Failure to provide an updated Client Questionnaire is grounds for automatic suspension of his right to participate in auctions as an auction participant.

5.10. In case of violation by the registered buyer of the deadline (5 (five) working days) for providing originals and certified copies of the documents listed in accordance with clause 5.9. of this Regulations, the Auction Organizer has the right to automatically stop or limit the buyer's admission to auctions for the sale of electricity until such documents are provided in full.

5.11. The grounds for canceling the registration of an auction participant are exclusively:
- the application of the registered auction participant to cancel his registration, submitted to the Auction Organizer in accordance with the Regulations; at the same time, the date of cancellation of registration is the date following the date of submission of such application;
- information of the operator of the transmission system (hereinafter - TSO) on the termination of the agreement on settlement of imbalances of the registered auction participant with the TSO (on the loss of the status of electricity market participant by the registered auction participant).

5.12. The auction organizer, as a subject of primary financial monitoring, has the right to apply measures to auction participants in accordance with the legislation in the field of prevention and counteraction to the legalization (laundering) of proceeds from crime, terrorist financing and financing of the proliferation of weapons of mass destruction.

5.13. In the event that the auction participant, who was previously registered by the Auction Organizer, expressed a desire to participate in the auctions as both a seller and a buyer, or both a buyer and a seller, in accordance with clauses 5.2., 5.6. of the Regulations, such auction participant:
- in order to acquire additional powers, the buyer submits to the auction organizer the Application for joining the Agreement on the organization and conduct of electronic auctions (Appendix 1 to the Agreement on the organization and conduct of electronic auctions), completed and certified by the signature of the authorized person and the seal of the buyer (if available);
- in order to acquire additional powers of the seller, provide the Auction Organizer with 2 (two) copies of the Agreement on the Organization and Conduct of Electronic Auctions (Appendix 2 to this Regulations), completed and certified by the signature of the authorized person and the seal of the seller (if available).

5.14. In the event that a market participant who is not a registered Auction Organizer as an auction participant wishes to participate as both a seller and a buyer, or both a buyer and a seller, in accordance with clause 5.2., 5.6. of the Regulations, such a market participant must:
1) acquire the status of an auction participant as a seller or buyer in accordance with the procedure established by this Regulations;
2) take appropriate measures in accordance with Clause 5.13. of this Regulations to acquire certain powers of the buyer or seller.

5.14.1. Documents and actions specified in clauses 5.2., 5.6., 5.9. of the Regulations (including submission of the Customer Questionnaire to the Auction Organizer), except for the requirement to submit the original of the Agreement on organizing and conducting electronic auctions for the sale of electricity under bilateral contracts/Application for accession to the Agreement on organizing and conducting electronic auctions and power of attorney (powers of attorney) of the representative (representatives), shall not be submitted to the Auction Organizer (are not performed) by the electricity market participant if such participant at the time of concluding the Agreement on organizing and conducting electronic auctions for the sale of electricity under bilateral contracts/Application on cessation to the Contract on organizing and conduction of electronic aictions in already registered another setions (directions) of PP BETS in accordance with the requirements of the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company and/or the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company and/or Regulations on organizing and conduction of electronic auction on purchase and sale of electricity for the further export on the commodity exchange - Limited Liability Company Ukrainian Energy Exchange.

If the electricity market participant is registered in other sections (directions) of the PP BETS in accordance with the requirements of the Regulations for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts in commercial sections on the commodity exchange - Ukrainian Energy

Exchange Limited Liability Company and/or the Regulations for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the technology of bilateral continuous auction on the Ukrainian Energy Exchange Limited Liability Company and /or Regulations on organizing and conduction of electronic auction on purchase and sale of electricity for the further export no the commodity exchage Ukrainian Energy Exchange Limited Liability Company, failed to provide the Auction Organizer with information on the availability of a license/licenses for the relevant type of economic activity on the electricity market and/or a letter of ownership (data on the ultimate beneficial owners of the legal entity containing a schematic representation of the ownership structure) on the basis of the above regulations - such information (letter) shall be provided together with an application to the Auction Organizer in order to conclude the Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts/ application for accession to the Agreement on organization and conduction of electronic auctions.

5.15. An auction participant who acquired the right to participate in auctions by 01.03.2026 (inclusive) by signing the Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts and/or the Application for accession to the Agreement on the organization and conduct of electronic auctions, is obliged to ensure the successful completion of the training course at the PP BETS and the receipt of the relevant certificate by the person(s) who will perform the functions of authorized persons of such auction participant by 30.08.2026 (inclusive).

Completion of a training course for work at PP BETS and obtaining the appropriate certificate by the person(s) who will perform the functions of authorized persons of the auction participant is provided by the Auction Organizer free of charge.

Failure to comply with the requirements of the first paragraph of clause 5.15. of these Regulations is grounds for suspending technical access to the person(s) who will perform the functions of authorized persons of the auction participant to the PP BETS or restricting (in whole or in part) the powers (actions) of such person(s) in the PP BETS.

5.16. The validity period of the certificate of successful completion of the training course for work at PP BETS, issued to an authorized person of the auction participant, is one calendar year from the date of its issue.

After the expiration of the certificate, the auction participant is obliged to send the person who will perform the functions of the authorized person of such auction participant to re-take the training course in order to confirm the qualification and update the skills of work in PP BETS.

Passing the training course for work in PP BETS and obtaining the corresponding certificate by the person (s) who will perform the functions of the authorized persons of the auction participant is provided by the Auction Organizer free of charge.

Failure to comply with the requirement for timely retraining is grounds for suspending such person's technical access to the PP BETS or restricting (in whole or in part) the powers (actions) of such authorized person in the PP BETS.

5.17. The auction organizer unilaterally cancels the certificate of the authorized person of the auction participant in the event of violations committed by him that led to the auction certificate being assigned the status "Cancelled" in accordance with clause 11.3. of these Regulations.

5.17.1. From the moment the Auction Organizer cancels the certificate of the authorized person of the auction participant, the technical access of such person to the PP BETS is suspended.

Retraining and issuance of a new certificate to such a person is possible no earlier than 1 (one) month after the cancellation of the previous certificate.

5.18. The Auction Organizer ensures the non-disclosure and preservation of information contained in the documents submitted by the seller/buyer, in accordance with clause 5.2. or clause 5.6. of the Regulations, except for cases when the disclosure/provision of such information is carried out by the Auction Organizer in compliance with the provisions of applicable law and/or these Regulations.

6. PROCEDURE FOR SUBMITTING APPLICATIONS FOR THE ORGANIZATION AND CONDUCT OF THE AUCTION

6.1. To initiate an auction, the authorized person of the seller, in accordance with the annual auction schedules, submits to the Auction Organizer information about the date and time of the auction in any convenient way agreed upon with the Auction Organizer (by fax, e-mail or verbally by telephone), as well as an application for organizing and holding an auction by submitting it to the PP BETS and in the form specified in the PP BETS.

6.2. In order to apply for the organization and conduct of the auction, the seller must log in to the PP BETS during the application period, using his personal username (login) and password, and confirm with a qualified electronic signature that all his actions in the PP BETS will be signed by his qualified electronic signature and will have full legal force in accordance with the requirements of the legislation of Ukraine, after which select the necessary trading session.

6.3. The application for the organization and holding of the auction is entered in the PP BETS in the form of a position (positions) for sale in open trading sessions in the PP BETS. The position unites lots under the same conditions of execution - the starting price (per 1MW•h), the rate/size of the guarantee fee, the sales schedule, the period of release/selection of electricity, as well as the payment conditions and other essential conditions that are components of the draft bilateral contract purchase and sale of electricity.

6.3.1. The application for the organization and holding of the auction, which is held in the form of a special session for the sale of electricity produced from alternative energy sources, is submitted with an indication of the starting price for the electricity that is released (selected) by the guaranteed buyer on a daily basis during a certain period of execution and in certain hours of release (types of sales schedule), which is determined by the guaranteed buyer in the trading zones "IPS of Ukraine" and "Island of Burshtyn HPP" (hereinafter - the trading zone).

6.4. The seller offers electricity for sale at the auction in the form of sales schedules - base load (BASE - execution for 24 hours a day), peak (PEAK - execution from 08:00 to 20:00 on working days), peak non-working day (HOLIDAYPEAK - execution from 09:00 to 23:00 on holidays, non-working and weekend (non-working) days), off-peak (OFFPEAK - execution from 00:00 to 08:00 and from 20:00 to 24:00 on working days, as well as from 00:00 a.m. to 12:00 a.m. on weekends), special duty (PSO – performance by producers of electricity at nuclear power plants of hourly volumes, necessary to meet the needs of household consumers in the trade zone "IPS of Ukraine") and individual hourly load - block position (BLOCK - execution during the calculation period (hours)/several consecutive calculation periods (hours) of the day of supply with the indication of the corresponding release/selection period and days - "working"/"non-working"/"all").

6.4.1. The conditions and parameters of the block position sales schedule (BLOCK) are determined by the seller in the application for the organization and conduct of the auction at his own discretion and within the limits and in the manner established by section 6 of this Regulations.
When preparing an application for the organization and conduct of an auction with a block position (BLOCK) type of electricity sales schedule, the seller shall indicate in the “Hours” column not the time period, but the settlement periods (hours) during which the sale of electricity will take place, as is the case on the intraday market and the day-ahead market.

EXAMPLE #1:
If the seller intends to sell electricity on working days from December 23, 2019 to December 28, 2019 (inclusive) from 09:00 to 18:00 (inclusive), he must indicate the following information in the application for organizing and conducting the auction:
"Graphic E": Block position; "Hours": "from" 10 a.m. to 6 p.m., "days" - working hours (note: the position initiator chooses from the options offered in the BETS PP); "E release/withdrawal period": 12/23/2019 - 12/28/2019.

EXAMPLE #2:
If the seller intends to sell electricity on a daily basis (on all days) from December 23, 2019 to December 31, 2019 (inclusive) from 22:00 to 05:00 (inclusive), then he must indicate in the application for organization and holding auction the following information:
"E Schedule": Block position, "Hours": "from" 23 "to" 05, "days" - all (note: the initiator of the position chooses from the options offered in the PP BETS); "E release/withdrawal period"": 12/23/2019 - 12/31/2019.

At the same time, on the first day (December 23, 2019) of the release/selection period, the sale/purchase of electricity will be carried out only during 23 and 24 hours, and on the last day - at 1, 2, 3, 4 and 5 hours.

6.4.2. The conditions and parameters of the schedule of the sale of special obligation (PSO) are determined by the seller in the application for the organization and conduct of the auction in accordance with the requirements defined in the Regulations, and within the limits and in the manner established by section 6 of this Regulations.

In addition to the application for the organization and holding of the auction, the seller adds a document with information on the hourly volumes required to meet the needs of domestic consumers.

6.5. The position for sale must contain:

1) type of electricity sales schedule;
2) starting price (excluding VAT);
3) number of lots;
4) the period of supply/selection of electricity;
5) a draft of a bilateral contract for the purchase and sale of electricity;
6) the rate/amount of the guarantee fee;
7) the name of the trading zone in which the release/withdrawal of electricity will be carried out.

6.5.1. Other information related to the auction may also be specified in the position for sale.

6.6. The seller can specify in the position, and the buyer in the counter offer, the number of lots that will be offered for sale at the same time (combined lots (package of lots)), which cannot exceed 20 percent of the total number of lots displayed by the seller in such a position, but in any case no more than 50 lots.

The restrictions specified in the first paragraph of this clause do not apply:

1) if the total number of lots placed by the seller in the position is less than 10 lots and/or the sale of electricity is carried out with the purpose of the participants of the electricity market performing special duties to ensure public interests in the process of functioning of the electricity market in accordance with the requirements of Article 62 Law of Ukraine "On the Electricity Market", or the sale of electricity is carried out at an auction in the form of a special session for the sale of lot packages or the sale of electricity is carried out at an auction in the form of a special session for the sale of packages of lots of standard products under bilateral agreements;

2) to the procedure for conducting an additional period of bidding.

6.7. The trading session in the PP BETS trading center is opened by the PP BETS trading session administrator in accordance with the appeals of the seller's authorized representatives sent in any convenient and agreed upon manner with the Auction Organizer (by facsimile communication, e-mail or verbally by telephone).

6.8. An auction participant - a seller can submit an unlimited number of items for sale. Each position in PP BETS is assigned a unique number (position number).

6.9. A position for sale entered in the PP BETS, but not signed with a qualified electronic signature, may be edited or removed (deleted) at any time during the application registration period, but no later than the deadline established by Clause 6.10 of this Regulations.

6.10. A sell position entered into the BETS software system must be electronically signed no later than 24 (twenty-four) hours prior to the start of an auction held as a special session and/or a special session for the sale of standard product lot packages under bilateral contracts, and no later than 48 (forty-eight) hours prior to the start of an auction other than an auction held as a special session and/or a special session for the sale of standard product lot packages under bilateral contracts; thereafter, the terms of the position may not be modified, and the starting price for the position is fixed for the purpose of calculating of the guarantee fee.

6.11. The seller may withdraw its application for the organization and conduct of the auction or its sale position(s) no later than 24 (twenty-four) hours prior to the start of an auction held as a special session and/or

a special session for the sale of standard product lot packages under bilateral contracts, and no later than 48 (forty-eight) hours prior to the start of an auction other than an auction held as a special session.:
- by a written application addressed to the Auction Organizer, delivered by any convenient and agreed upon method with the Auction Organizer (facsimile communication, e-mail) with subsequent forwarding of the original by registered mail, courier service or registered letter with notification of delivery, in if, at the time of withdrawal, the position(s) for sale is signed by a qualified electronic signature;
- on your own at PP BETS, with further notification of the Auction Organizer about the withdrawal by any convenient means (by telephone, fax, e-mail, etc.), if at the time of withdrawal the item(s) for sale is not signed by a qualified electronic signature.

6.11.1. The auction organizer, within 24 (twenty-four) hours from the moment of receipt of the seller's application to withdraw the application for the organization and holding of the auction, or a separate item (s) for sale, places the relevant information on its official website, on the page where the announcement about conducting the relevant auction.

6.12. The number of lot packages offered for sale at auction in the form of a special session for the sale of lot packages is determined by the seller, taking into account the following restrictions:
1) the total number of lots within one package is 25 lots;
2) the term of performance (period of supply/selection of electricity) under bilateral contracts concluded as a result of the auction in the form of a special session for the sale of packages of lots is up to thirty-six months (including).

6.13. The number of lot packages offered for sale at an auction in the form of a special session for the sale of lot packages of standard products under bilateral agreements is determined by the seller, taking into account the following restrictions:
1) the total number of lots within one package is from 2 to 5 lots;
2) the execution period (period of electricity supply/withdrawal) under bilateral contracts concluded based on the results of an auction in the form of a special session for the sale of packages of lots of standard products under bilateral contracts may be exclusively three consecutive calendar months (quarter) or six consecutive calendar months (half-year) or twelve consecutive calendar months (year).

7. PROCEDURE FOR NOTIFICATION ABOUT THE AUCTION

7.1. The auction organizer places an announcement about the auction on its official website (www.ueex.com.ua) after the seller signs the item(s) for sale with a qualified electronic signature.

7.2. The announcement contains information about:
1) name of the seller;
2) type of electricity sales schedule;
3) starting price;
4) number of lots;
5) the period of release/withdrawal of electricity;
6) a draft of a bilateral contract for the purchase and sale of electricity;
7) auction step;
8) the date and time of the start of the auction;
9) the procedure and deadline for submission of applications for participation in the auction, in accordance with this Regulations;
10) the rate/amount of the guarantee fee;
11) other information related to the auction.

8. PROCEDURE FOR SUBMISSION OF APPLICATIONS TO PARTICIPATE IN THE AUCTION BY BUYERS

8.1. After publishing the auction announcement on its official website, the Auction Organizer starts registering applications from buyers to participate in the auction.

8.2. An application for participation in the auction can be submitted by the buyer from the moment the seller signs the position using a qualified electronic signature until the end of the bidding period.

8.3. The organizer of the auction ensures anonymity and confidentiality of the information contained in the registered applications for participation in the auction.

8.4. If no application for participation in the auction is received before the deadline for submission of applications for participation in the auction specified in the relevant announcement, the Organizer of the auction recognizes the auction as not having taken place and informs the seller about this in any convenient way (telephone, fax by language, e-mail, etc.).

For auctions in the form of a special session for the sale of packages of lots of standard products under bilateral contracts, the requirements stipulated in the first paragraph of this paragraph do not apply. The auction is considered not to have taken place if the number of auction participants is less than five.

8.5. To participate in the auction, the buyer submits an application for participation in the auction using the form specified in the PP BETS.

8.6. To submit an application for participation in the auction, the auction participant have to log in to the PP BETS portal using his personal username (login) and password, and confirm with a qualified electronic signature that all his actions in the PP BETS portal will be signed by his qualified electronic signature signed and will have full legal force in accordance with the requirements of the legislation of Ukraine, after which select the necessary trading session.
After completing the above actions, the auction participant (buyer) accepts the conditions specified in the application(s) for organizing and holding the auction in the relevant trading session by clicking the "Apply for Participation" button, thereby confirming his/her agreement with such conditions and accepting them in full.

9. PROCEDURE FOR PAYING A GUARANTEE FEE

9.1. Guarrantee fee is transferred:
- by the buyer who intends to participate in the auction:
  guarantee fee to ensure the conclusion of a bilateral electricity purchase and sale contract based on the auction results - in accordance with the rate/amount of the guarantee fee specified by the seller in the application for organizing and holding the auction;
  guarantee fee to ensure the fulfillment of obligations under a bilateral electricity purchase and sale contract - in accordance with the rate/amount of the guarantee fee provided for in clause 9.2.2. of the Regulations;
- a seller who is not subject to the requirements of Clause 6 of Part Two of Article 66 of the Law of Ukraine "On the Electricity Market" and/or Regulations and/or Procedure, in accordance with the rate/amount of the guarantee fee approved by the Auction Organizer.

9.2. Depending on the type of security for the auction participant's obligations provided for in clause 9.1 of this Regulations, the guarantee fee shall be recorded by PP BETS as:

9.2.1. a guarantee fee to ensure the conclusion of a bilateral electricity purchase and sale contract based on the results of the auction, in the amount of:
- no more than 20 (twenty) percent of the cost of the volume of electricity, which is determined as the product using the starting price specified in the application for organizing and holding the auction - for the buyer intending to participate in the auction;
- for a seller who is not subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On the Electricity Market” and/or the Regulations and/or the Procedure in accordance with the third paragraph of clause 9.1. of the Regulations.

The rates/amount of the guarantee fee provided for in the first paragraph of this sub-clause do not apply to auctions in the form of a special session for the sale of packages of lots of standard products under bilateral contracts.

9.2.1.1. The amount of the guarantee fee to ensure the conclusion of a bilateral electricity purchase and sale contract based on the results of the auction in the form of a special session for the sale of standard products is determined by the seller in the application for the organization and conduct of the auction, and is set within the limits of:
- no more than 20 (twenty) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and holding an auction - for a buyer who intends to participate in auctions, the execution period (period of electricity supply/withdrawal) under bilateral contracts concluded based on the results of such an auction is exclusively three consecutive calendar months (quarter);
- no more than 15 (fifteen) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and holding the auction - for a buyer who intends to participate in the auctions, the execution period (period of delivery/withdrawal of electricity) under bilateral contracts concluded based on the results of such an auction is exclusively six consecutive calendar months (six months);
- no more than 10 (ten) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and holding the auction - for a buyer who intends to participate in the auctions, the performance period (period of supply/withdrawal of electricity) under bilateral contracts concluded based on the results of such an auction is exclusively twelve consecutive calendar months (year).

9.2.1.2. In the case of holding auctions in the form of a special session for the sale of packages of standard product lots under bilateral contracts in accordance with and on the terms established by clause 55-1 of the Procedure, the amount of the guarantee fee to ensure the conclusion of a bilateral electricity purchase and sale contract based on the auction results is determined by the seller in the application for organizing and holding the auction, and is set within the limits of:

- no more than 20 (twenty) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auctions, the execution period (period of electricity supply/withdrawal) under bilateral contracts concluded based on the results of such an auction is exclusively August 2026 - September 2026;

- no more than 15 (fifteen) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auctions, the execution period (period of electricity supply/withdrawal) under bilateral contracts concluded based on the results of such an auction is exclusively August 2026 - December 2026;

- no more than 10 (ten) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auctions, the execution period (period of electricity supply/withdrawal) under bilateral contracts concluded based on the results of such an auction is exclusively August 2026 - June 2027.

9.2.2. a guarantee fee to ensure the fulfillment of obligations under a bilateral electricity purchase and sale contract in the amount of:
- 5 (five) percent of the cost of the volume of electricity, which is determined as the product using the starting price specified in the application for organizing and conducting the auction - for the buyer intending to participate in the auction.

The rates/amount of the guarantee fee provided for in the first paragraph of this sub-clause do not apply to auctions in the form of a special session for the sale of packages of lots of standard products under bilateral contracts.

9.2.2.1. The amount of the guarantee fee to ensure the fulfillment of obligations under a bilateral electricity purchase and sale contract concluded based on the results of an auction in the form of a special session for the sale of standard products is:

- 5 (five) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for the organization and conduct of the auction - for a buyer who intends to participate in the auction, the execution period (period of delivery/collection of electricity) under bilateral contract concluded based on the results of such an auction, it is exclusively three consecutive calendar months (quarter);
- 10 (ten) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and holding the auction - for a buyer who intends to participate in the auction, the execution period (period of delivery/withdrawal of electricity) under bilateral contract concluded based on the results of such an auction is exclusively six consecutive calendar months (six months);
- 15 (fifteen) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and holding the auction - for a buyer who intends to participate in the auction, the execution period (period of delivery/withdrawal of electricity) under bilateral contract concluded based on the results of such an auction is exclusively twelve consecutive calendar months (year).

9.2.2.2. In the event of an auction in the form of a special session for the sale of packages of standard product lots under bilateral contracts in accordance with and on the terms established by clause 55-1 of the Procedure, the amount of the guarantee fee to ensure the fulfillment of obligations under a bilateral electricity purchase and sale contract concluded as a result of such an auction is:
- 5 (five) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auction, the execution period (period of electricity supply/withdrawal) under a bilateral contract concluded based on the results of such an auction is exclusively August 2026 - September 2026;
- 10 (ten) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auction, the execution period (period of electricity supply/withdrawal) under a bilateral contract concluded based on the results of such an auction is exclusively August 2026 - December 2026;
- 15 (fifteen) percent of the cost of the volume of electricity, which is determined as the product of the starting price specified in the application for organizing and conducting the auction - for a buyer who intends to participate in the auction, the execution period (period of electricity supply/withdrawal) under a bilateral contract concluded based on the results of such an auction is exclusively August 2026 - June 2027.

9.3. The guarantee fee shall be transferred by the auction participants specified in clause 9.1. of the Regulations, to the current account of the Auction Organizer opened in an authorized bank with the purpose of payment: “#EPBETS Replenishment of guarantee funds for participation in the bidding from _____, excluding VAT” to the following details: account No. UA403004650000026003302394670 in JSC ‘Oschadbank’, EDRPOU code 37027819 (Attention! In case of incorrect entry of the key value in the text of the payment purpose, the corresponding amount will not be credited to the General Account in the PP BETS, but will be returned as erroneously transferred funds to the auction participant's current account upon a written application from the auction participant signed by the head or other authorized person of such auction participant and stamped (if any), transmitted in any convenient way (by facsimile, e-mail, etc.) with the original sent by mail. The key value in the text of the payment purpose consists of the hashtag symbol (the “#” symbol) and the abbreviation in Latin capital letters EPBETS, entered without spaces - #EPBETS). The participant's bids are accepted to the auction automatically within the available amount of the guarantee fee on the General Account.

9.4. The guarantee fee provided for in clause 9.2.2. (hereinafter - including subclauses 9.2.2.1. and 9.2.2.2. of subclause 9.2.2.) of the Regulations, in an amount not exceeding 50 (fifty) percent of such guarantee fee, may be secured by providing a bank guarantee in accordance with the procedure and on the terms stipulated by the internal documents of the Auction Organizer.

9.4.1. The Auction Organizer accepts bank guarantees provided exclusively by a banking institution accredited by the Auction Organizer for the use of bank guarantees in electronic auctions for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

For the purpose of accreditation by the Auction Organizer for the use of bank guarantees in electronic auctions for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, a banking institution must meet the following requirements:
- the banking institution has a valid banking license;

- a banking institution in which the state directly or indirectly owns more than 75 (seventy-five) percent of the bank's authorized capital, or a commercial banking institution that has a long-term credit rating on the national scale not lower than “uaAA”. In the absence of a national scale rating for banks of foreign banking groups, the rating of the parent foreign banking groups from one of the rating companies Fitch, Moody's, S&P must be at least an enhanced investment grade (A or higher);
- the size of the regulatory capital of the bank's assets, according to the National Bank of Ukraine as of the beginning of the month preceding the date of submission of the application for accreditation, is not less than UAH 20.0 billion;
- the commercial banking institution and/or the owner of its significant participation is not included in the list of legal entities to which special economic or other restrictive sanctions have been applied by the state authorities of Ukraine, the USA or the EU countries.

9.4.2. The provisions stipulated in this paragraph of the Regulations shall enter into force from the moment of accreditation by the Auction Organizer of at least 2 (two) banking institutions.

9.4.3. The list of banking institutions accredited for the use of bank guarantees shall be published by the Auction Organizer on the official website no later than 3 (third) business day after the decision on accreditation of such banking institution is made.

9.5. The funds in the amount of the auction participant's guarantee fee transferred to the current account of the Auction Organizer shall be accounted for on its General Account. PP BETS shall provide:

9.5.1. admission to the auction of lots/bundles of lots, the obligations under which are secured by the seller, who is not subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On the Electricity Market” and/or the Regulations and/or the Procedure, with a free (unblocked) guarantee fee available on his General Account;

9.5.2. the possibility for the buyer to submit an offer/counter-offer only within the amount, the obligations in respect of which are secured at the time of submission of the offer/counter-offer by the unobligated (unblocked) guarantee fee available on its General Account.

10. AUCTION PROCEDURE

10.1. To conduct the auction, the Auction Organizer appoints the PP BETS Administrator (Administrator) - an employee of the Auction Organizer, who carries out comprehensive communication with the auction participants. The e-mail address and contacts of the Administrator may be made known to auction participants in one or more of the following ways: specified in contracts, on the official website of the Auction Organizer, in correspondence, etc.

10.2. The auction begins on the date and time published on the official website of the Auction Organizer in the PP BETS Internet network with remote access and ends with the registration of auction certificates.

10.3. The auction participant, who temporarily leaves his automated workplace during the auction, is obliged to leave the PP BETS. Otherwise, he bears full responsibility for all actions taken on his behalf in the PP BETS during his absence.

10.4. The auction is held for all positions at the same time.

10.5. Lots/bundles of lots of each position are traded sequentially. Each subsequent identical lot/package of lots in the position is auctioned at the closing price of the previous lot/package of lots of the position, provided that the previous lot was not auctioned by the method of accepting a counter offer or at the price set by the seller when editing the terms of his own positions.

10.6. During the auction, during the bidding period, the seller has the opportunity to adjust the parameters of his own positions, namely:
- the price for 1 MWh per lot/package of lots that is put up for auction, but not traded at the time of position adjustment;

- the price for 1 MWh per lot/package of lots that is in the queue (waiting for bidding), i.e. it will be traded next after the lot/package of lots put up for auction;
- combine lots into packages, adjust the number of lots in a package that is put up for auction, but is not traded at the time of position adjustment, taking into account the requirements for the number of lots in the package, defined in clause 6.6. of this Regulations. The possibilities defined in this paragraph do not apply to auctions in the form of a special session for the sale of packages of lots and to auctions in the form of a special session for the sale of packages of lots of standard products under bilateral contracts;
- remove all or part of lots in positions that are not traded at the time of position adjustment.

A seller who is not subject to the requirements of Clause 6 of Part Two of Article 66 of the Law of Ukraine "On the Electricity Market" and/or Regulations and/or Procedure, has the opportunity to adjust the parameters of its own positions within the limits of the amount, the obligations of which are secured by a guarantee fee on the General account.

10.7. The auction step is 5 (five) UAH per 1MW•h.

10.8. During the trading period, buyers can purchase lots within the limits of the free from obligation (unblocked) guarantee fee available on their General Accounts by submitting offers (price bids).

10.9. During the bidding period, buyers not subject to the exclusion list submit offers of willingness to purchase the lot/package of lots put up for auction by the seller on the seller's terms. To take a leading position (setting the maximum price for a lot/package of lots for which another participant has already submitted an offer), a buyer not subject to the exclusion list must, during the waiting period for the best offer, increase the current price for the lot/package of lots by 1 (one) or more (without restrictions) auction steps. If the offer price differs by 20 (twenty) percent or more from the starting price determined by the auction terms for the corresponding item at the beginning of the bidding period or from the current price formed during the bidding period, the initiator of such an offer will receive a warning about this.

At the moment the buyer submits an offer, the PP BETS automatically:
1) checks the status of the buyer regarding his presence/absence in the list of exclusions. If there is a buyer on the list of exclusions, the offer of such a buyer is not allowed to participate in the auction;
2) blocks the obligation-free (unblocked) guarantee fee in the General account of such a buyer in the amount determined by the terms of the auction. In the case of taking the leading position (setting the maximum price for a lot/package of lots, for the purchase of which an offer has already been submitted by another participant) by another auction participant, the guarantee fee blocked on the buyer's General account to ensure the fulfillment of obligations regarding his offer is unlocked by PP BETS and is recorded on the buyer's General account as a non-obligation (unblocked) guarantee fee.

10.10. The waiting time for the best offer is 30 (thirty) seconds.

10.11. A buyer who is not subject to the list of exceptions, during the trading period within the limits of the free from obligation (unblocked) guarantee fee available on his General Account, has the opportunity to submit counter-offers for each of the positions, indicating the desired price for 1 MWh and the desired number of lots, taking into account the restrictions on combining the number of lots into packages of lots, in accordance with clause 6.6 of the Regulations.
At the moment the buyer submits a counteroffer, PP BETS is in automatic mode:
1) checks the status of the buyer regarding his presence/absence in the exclusion list. If the buyer is on the exclusion list, a counter-offer from such a buyer to participate in the auction is not allowed;
2) blocks the unencumbered (unblocked) guarantee fee in the amount specified in the auction terms on the General Account of such buyer. The buyer may submit only 1 (one) counteroffer for each item at a time. Each subsequent counteroffer submitted by the buyer for a specific item replaces the buyer's previous counteroffer submitted by him for a specific item. The buyer during the bidding period has the opportunity at any time to withdraw (delete) a counteroffer submitted by him, but not accepted by the seller, in connection with which the guarantee deposit blocked on the buyer's General Account to secure the fulfillment of obligations regarding such a counteroffer is unblocked by PP BETS at the time of withdrawal (deletion) of the counteroffer and is recorded in the buyer's General Account as a guarantee fee free from obligation (unblocked).

In order for the seller to comply with the principle of economic feasibility (maximum price benefit), the ranking of the received counteroffers is carried out by PP BETS in the order of impossibility of acceptance by the seller of a counteroffer, the proposed price of which is lower than the price for 1 MWh specified in the counteroffer of another buyer, which was not withdrawn (deleted) at the time of acceptance of the counteroffer. In the event of receipt of counteroffers, the proposed prices for 1 MWh of which are the same, PP BETS shall rank such counteroffers by the time of their receipt (the counteroffer received earlier shall prevail). The Seller shall analyze the terms of the counteroffer recognized by PP BETS as the best, in accordance with the requirements specified in this paragraph, and shall decide on the appropriateness of its acceptance. In case of acceptance of the counter-offer, the waiting time for the best offer begins, during which other buyers have the opportunity to improve the current price for 1 MWh by 1 (one) or more auction steps (without restrictions) in order to take the leading position in the adjusted lot (or package of lots).

At the same time, in order to ensure the principles of fair competition, a process of bargaining (increase/decrease) of prices is carried out.

10.12. PP BETS records the fact of concluding an agreement with the buyer whose offer was the leading (the best for the price or the only one) at the time of the end of the waiting time for the best offer.

10.12.1. If by the end of the main trading period, no deal has been concluded at the relevant auction (at auctions by position), the Auction Organizer recognizes the auction as not having taken place (bidding by position as not having taken place) and informs the seller about this in any convenient way (by phone, fax, e-mail, etc.).

10.13. The auction participant assumes all risks associated with the insufficient reliability of access to the PP BETS via the Internet communication channels (communication interruption) and the unguaranteed bandwidth of the Internet communication channels (delays in data transmission).

10.14. The auction organizer does not bear any responsibility for losses (damages) incurred by the auction participant due to a disconnection between the participant's computer and the server of the auction organizer.

10.15 In order to ensure, in accordance with the Law of Ukraine "On the Protection of Economic Competition", that auction participants observe the principles of fair competition (in particular, specified in clause 4 of the Procedure), the auction organizer has the right to determine and implement measures aimed at preventing and reducing the risks of anti-competitive actions by auction participants (in the part of auctions for the fulfillment of clause 6 or 6^1 part of the second article 66 of the Law of Ukraine "On the Electric Energy Market", Regulations, - on the recommendations of the Auction Committee), including, but not exclusively, by establishing:

1) limit the number of lots that:
   a) the seller has the opportunity to combine for sale in one package in the position, and
   b) the buyer has the opportunity to combine in his own counteroffer;
2) limitation of the amount of electricity for each of the items that can be purchased by one participant;
3) the principle of proportionality of the purchase of lots when the limit price is reached during the auction. If the amount of electricity (number of lots) in the price bids of the auction participants is equal and in the case when the proposed amount (number of lots) for sale is divided into unequal parts (for example, 10:3=4+3+3 or 15:4= 4+4+4+3), the PP BETS uses the priority of the time of registration of such bids in the PP BETS, namely: the auction participant whose price bid was registered in the PP BETS earlier in time than the price bids of other auction participants receives (buys) a larger part in the distribution of lots or the auction participant whose price bid was registered in the PP BETS last in time than the price bids of other auction participants receives (buys) a smaller part in the distribution of lots.

When conducting a special session, the principle of proportionality of the purchase of lots is applied.

10.16. In order to prevent the occurrence of cases of non-compliance by sellers with the requirements of the current legislation, in terms of restrictions on the amount of electricity that is subject to mandatory sale in accordance with the requirements of the legislation, the Auction Organizer, on the basis of the limit volumes provided by the Auction Committee, implements measures aimed at establishing appropriate restrictions and

preventing sellers from concluding bilateral contracts for the sale of electricity in excess of the established limit.

10.17. During the bidding period of the auction, held in the form of a special session for the sale of electricity produced from alternative energy sources, the seller has the opportunity to adjust the parameters of his own positions, in accordance with clause 10.6. of the Regulations, and the buyer within the limits of the obligation-free (unblocked) guarantee fee available on his General Account, has the opportunity to submit counter-offers for each of the items, in accordance with clause 10.11. of the Regulations, taking into account compliance with the requirement that the price for 1 MW•h should not be lower than the starting price.

10.18. The Seller has the right to initiate the inclusion for a period of 6 (six) months in the list of exclusions of an electricity market participant - a buyer who has violated the obligations assumed, according to the terms of the bilateral electricity purchase and sale contract concluded with such a seller, by applying to the Auction Organizer with a substantiated application for inclusion of the electricity market participant - a buyer in the list of exclusions, the form of which is established by the Auction Organizer, and the document(s) attached to it.

The administrator of PP BETS forms a list of exclusions by adding the buyer (buyers) to it, provided that the initiator of the position has received a written application from the position initiator to include the electricity market participant - the buyer in the list of exclusions and a document(s) confirming the failure (improper performance) by the buyer of the obligations assumed in accordance with the terms of the bilateral electricity purchase and sale agreement concluded with such seller, transmitted to the Auction Organizer in any convenient way (fax, e-mail) with subsequent sending of the original of such application by registered mail within a period not exceeding 3 (three) business days from the date of informing the Auction Organizer in the manner specified in this clause. Depending on the type of breach of obligations (failure, improper performance), the seller adds the following document(s) to the application: 1) a bank statement regarding the absence of receipt (receipt) of funds from the buyer in the manner and within the time limits specified in the contract, as payment for purchased electricity in accordance with the terms of the contract to which the seller refers in the application for inclusion of the electricity market participant - the buyer - in the list of exceptions; 2) a copy of a confirmation letter from the transmission system operator regarding the lack of registration on the electronic platform, in accordance with the requirements of the Market Rules, of the contract to which the seller refers in the application for inclusion of the electricity market participant - buyer in the list of exclusions; 3) a copy of a letter from the buyer regarding early termination of the contract and/or non-fulfillment (improper fulfillment) of its obligations by the buyer; 4) a copy of a letter from the seller addressed to the buyer regarding early termination of the contract due to non-fulfillment (improper fulfillment) by the buyer of obligations assumed in accordance with the terms of a bilateral electricity purchase and sale agreement concluded with such seller, or due to the lack of registration of such an agreement on the electronic platform, in accordance with the requirements of the Market Rules.

Unless otherwise determined by the decision of the Auction Committee, the list of exclusions and the requirements specified in this Regulations governing the procedure for applying the list of exclusions are valid until March 1, 2027.

10.18.1. The formation of the list of exclusions is carried out according to the principle "All but", - the list of exclusions includes buyers who will not be able to participate in auctions, the organization and conduct of which is carried out in accordance with this Regulations, about which the buyer will be warned when submitting an offer (counter offer) at auctions for a position initiated by any seller.

10.18.2. The inclusion of a participant on the electricity market - a buyer in the list of exclusions is a measure aimed at reducing the risks of non-fulfillment of obligations by buyers under bilateral contracts for the purchase and sale of electricity and equates to the stated qualification requirements of sellers to counterparties, in terms of the proper fulfillment of obligations undertaken on themselves as buyers under bilateral contracts for the purchase and sale of electricity concluded as a result of auctions. The seller has the right to initiate inclusion in the list of exclusions of the electricity market participant - the buyer only if one or more of the following grounds exist:
1) the bilateral contracts does not have the status "valid" in the electronic platform of the TSO for any three trading days (in total or consecutively) during the term of the agreement due to:
the Buyer's **failure to submit** a notification of volume registration by the time of "closing the gate";

inconsistency of data (volumes, details) in the Buyer's notification with the Seller's data, which led to the rejection of registration by the TSO;
2) the buyer did not pay for the electricity purchased at the auction in accordance with the terms of the contract specified by the seller;
3) the buyer unilaterally notified the seller of early termination of the contract.

10.18.3. The administrator of PP BETS removes the buyer from the list of exclusions:
1) upon the written statement of the seller and the documents attached to it to confirm the settlement of the circumstances that resulted in the buyer's inclusion in the list of exclusions received by the Auction Organizer in the manner, time and taking into account the requirements relating to the statement specified in Clause 10.18. of the Regulations;
2) after the expiration of the term specified in Clause 10.18. of the Regulations, within which the buyer is included in the list of exceptions.

10.19. If, as a result of the end of the main trading period, the unsold number of lots within one position is 50 or more lots and the main trading period is completed by 6 p.m. on the day in which the auction is held, PP BETS automatically activates the process of conducting an additional trading period, except for the specified case determined in clause 3.1.2. and 10.12.1. of the Regulations, with the purpose of selling such lots under the following conditions:

1) auctions are conducted exclusively for the volumes of electricity sales that were not sold during the main trading period;

2) the number of lots that the seller has the opportunity to combine for sale in one package in the position, and the buyer in his own counter offer, cannot be less than 50 lots and more than 100 lots;

3) bidding starts with the starting price determined by the terms of such auction for the corresponding position;

4) counter-offers submitted by buyers within the main trading period and not accepted by the seller are automatically removed by PP BETS.

11. PROCEDURE FOR PROCESSING AUCTION RESULTS

11.1. Based on the results of the auction, the auction organizer draws up auction certificates.

11.2. Auction participants - the parties to the agreement - can sign auction certificates with a qualified electronic signature during the bidding period after the end of the waiting time for the best offer and during the certificate signing period. The auction certificate signed by the auction participants is registered by the Auction Organizer no later than the day following the conclusion of the agreement (by signing the auction certificate with a qualified electronic signature).

11.2.1. Auction participants - parties to the agreement, before the end of the period for signing auction certificates, by mutual consent may initiate before the Auction Organizer the separation of the concluded agreement/agreements into a separate auction certificate, until both parties sign the auction certificate with an electronic signature.

In order to separate the concluded agreement/agreements into a separate auction certificate, the auction participants - the parties to the agreement (each separately) must apply in writing to the Auction Organizer by sending an official letter (statement, etc.), drawn up in accordance with the Law of Ukraine "On Electronic Documents and Electronic Document Management", to the Auction Organizer's email address specified on the Auction Organizer's official website, in which they must indicate the following information regarding the agreement that they intend to separate: name of the parties to the agreement; number, date and time of the auction; serial number of the transaction; type of electricity sales schedule; volume (in MWh) of electricity; price per 1 MWh (excluding VAT); total cost (excluding VAT).

After receiving the application specified in the previous paragraph from the parties to the agreement, the Administrator of PP BETS, before the end of the certificate signing period, separates the agreement specified in the letters and, based on the result of the separation, forms new auction certificates available for signing by electronic signature.

11.3. The auction certificate, which was not properly signed in accordance with clause 11.2. of the Regulations, the status "Cancelled" is assigned in the electronic trading system.

11.4. During the period of signing certificates, auction protocols, auction certificates (Appendix 4 and Appendix 5 to this Regulations), payment (settlement) documents for the payment of the commission fee, which participants can view and print, are formed in the PP BETS.

11.5. On the basis of the auction certificate, the buyer - the winner of the auction and the seller within the period specified by the seller in the application for the organization and holding of the auction are obliged to enter into and sign a bilateral contract for the purchase and sale of electricity, according to the terms of which the seller is obliged to supply electricity, and the buyer - to accept and pay for it. The terms of the auction, announced before its holding and determined by the results of the auction, the value and volume of purchased/sold electricity, during the conclusion of a bilateral contract for the purchase and sale of electricity, are not subject to change.

11.5.1. The total cost of electricity (rounded to 2 (second) decimal places) under a bilateral contract for the purchase and sale of electricity, concluded based on the results of bidding for the corresponding position, in which the seller indicated the starting price, is defined as the product of the weighted average price (rounded to 2 (second) of the decimal point) and the total volume of electric energy under all agreements included in the relevant auction certificate.

11.6. An auction certificate, on the basis of which a bilateral contract for the purchase and sale of electricity was not concluded, is assigned the status "Cancelled" in the electronic trading system.

11.7. The organizer of the auction compiles bulletins of weighted average prices for each trading session based on the results of the auctions held and makes them public by placing them on the official website on the Internet. In the event that auctions are held regularly, ballots are published no later than the next business day.

12. PROCEDURE FOR UNLOCKING AND WITHDRAWAL (RETURN) OF THE GUARANTEE FEE AND CONDUCTING CALCULATIONS

12.1. After confirmation by the seller, who is subject to the requirements of clause 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, the parties to the auction certificate fulfill the conditions of such auction certificates, namely, the signing by the seller and the buyer, specified in the auction certificate, of a bilateral contract for the purchase and sale of electricity, by uploading the register of concluded contracts to PP BETS with the number and date of conclusion of such contract, the guarantee fee provided for in subpara. 9.2.1. (hereinafter - including sub-clauses 9.2.1.1. and 9.2.1.2. of sub-clause 9.2.1.) of the Regulations and blocked on the General account of such a buyer is unlocked and automatically debited from the buyer's General Account and transferred no later than the next working day by the Auction Organizer (in accordance with the second paragraph of clause 12.1. of the Regulations) to the current account of such seller as a partial payment for the electricity purchased by the buyer at the auction. Final settlements are made directly between the parties of the auction certificate - the buyer and the seller.

The auction organizer transfers the guarantee fee, stipulated in clause 9.2.1. of the Regulations, to the seller's current account with the purpose of payment: "Transfer of the guarantee fee from _____(name of the buyer) _____ according to electronic auction No. _____ dated "___"_____20__ under contract No. _____ dated "___" _____ 20__. Excluding VAT."

12.1.1. The guarantee fee provided for in subpara. 9.2.2. blocked on the General Account of the auction winner shall be unblocked in accordance with clause 12.10. of the Regulations, or unblocked, in automatic mode, debited from its General Account and transferred by the Auction Organizer to the bank account of the other party in accordance with the requirements of clause 12.11. of the Regulations.

12.1.2. Transactions related to accounting and conditions of use of the guarantee fee provided for in subpara. 9.2.2. of the Regulations and secured by providing a bank guarantee in accordance with clause 9.4. of the Regulations, shall be carried out in the manner and on the terms stipulated by the internal documents of the Auction Organizer.

12.2. A guarantee fee provided for in subpara. 9.2.1. of the Regulations blocked on the general account of the seller, which is not subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, and the guarantee fee provided for in subpara. 9.2.1. of the Regulations blocked on the General account of the buyer - the winner of the auction, who concluded an agreement with such a seller, are unblocked and become free from obligation (unblocked) guarantee fees of the auction participants available for withdrawal (return auction participant) or their further use to ensure the fulfillment of obligations under other auctions, if:
- as of 5:00 p.m. of the working day following the date specified in the auction certificate as the cut-off date for concluding a bilateral electricity purchase and sale contract, none of the parties to the auction certificate provided the Auction Organizer with information about non-fulfillment of the terms of the auction certificate, namely - signing by the seller and the buyer, specified in the auction certificate, within the specified period of the bilateral contract of purchase and sale of electricity. In the event of such circumstances, the guarantee fee provided for in clause 9.2.1. of the Regulations, is unblocked no later than 2 (second) business day after the date specified in the auction certificate as the deadline for concluding a bilateral electricity purchase and sale agreement;
- both parties to the auction certificate have confirmed in PP BETS the fulfillment of the conditions of the auction certificate, namely, the signing by the seller and the buyer, specified in the auction certificate, of the bilateral electricity purchase and sale contract. In the event of such circumstances, the guarantee fee provided for in clauses. 9.2.1. of the Regulations shall be unlocked at the moment of actual confirmation of the auction certificate by both parties.

12.2.1. In case of confirmation in PP BETS of the fulfillment of the conditions of the auction certificate, namely - signing by the seller and buyer, as specified in the auction certificate, within the specified period of time of a bilateral electricity purchase and sale contract - guarantee fee provided for in subpara. 9.2.2. blocked on the General Account of the auction winner shall be unblocked in accordance with clause 12.10. of the Regulations, or unblocked, in automatic mode, debited from its General Account and transferred by the Auction Organizer to the bank account of the other party in accordance with the requirements of clause 12.11. of the Regulations.

12.3. If the auction winner refuses to sign the auction certificate (with a qualified electronic signature) within the period specified by this Regulations, the guarantee fee provided for in subpara. 9.2.1. of the Regulations blocked on his General Account is unblocked and is automatically debited from the General account of such buyer and transferred by the Auction Organizer to the seller - the party of such auction certificate within 3 (three) bank days from the day of the auction.

12.3.1. The guarantee fee provided for in clauses. 9.2.2. of this Regulations, blocked on the General Account of the auction winner, shall be unblocked after the auction winner refuses to sign the auction certificate (with an electronic signature) within the period specified in this Regulations and becomes a free of obligations (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure fulfillment of obligations under other auctions.

12.4. In case the winner of the auction refuses to conclude a bilateral contract for the purchase and sale of electricity within the period specified in the auction certificate, the guarantee fee provided for in subpara. 9.2.1. of the Regulations,blocked on the General account:
- of the buyer is unlocked and automatically debited from the General account of such buyer and transferred by the Auction Organizer to the seller - the party of such auction certificate within 3 (three) banking days from the date of receipt by the Auction Organizer of the corresponding request from the seller and confirmation of the occurrence of these circumstances;
- of the seller who is not subject to the requirements of Clause 6 of Part Two of Article 66 of the Law of Ukraine "On the Electricity Market" and/or Regulations and/or Procedures, is unlocked and becomes a free from obligation (unblocked) guarantee fee, available for withdrawal (return to the seller) or its further use to ensure the fulfillment of obligations on other auctions.

12.4.1. The guarantee fee provided for in clauses. 9.2.2. of the Regulations, blocked on the General Account of the auction winner, shall be unblocked after the auction winner refuses to conclude a bilateral electricity purchase and sale contract within the period specified in the auction certificate, and shall become a free of obligations (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure fulfillment of obligations under other auctions.

12.5. In case of refusal by the seller, who is not subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, from the signing of the auction certificate (with a qualified electronic signature) during the period specified by this Regulations, the guarantee fee provided for in clauses. 9.2.1. of the Regulations, blocked on the General account:
- of the seller - is unlocked and automatically debited from the General Account and transferred by the Auction Organizer to the buyer - the party of such auction certificate within 3 (three) banking days from the day of the auction;
- of the buyer - is unlocked and becomes free of obligation (unblocked) by the guarantee fee, available for withdrawal (return to the buyer) or its further use to ensure the fulfillment of obligations under other auctions.

12.5.1. The guarantee fee provided for in clauses. 9.2.2. of the Regulations, blocked on the General Account of the auction winner, shall be unblocked after the seller, who is not subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On Electricity Market” and/or the Regulations and/or the Procedure, refuses to sign the auction certificate (with an electronic signature) within the period determined by these Regulations, and becomes a free (unblocked) guarantee fee available for withdrawal (return to the winner of the auction) or further use to secure fulfillment of obligations under other auctions.

12.6. In case of refusal of the seller subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On Electricity Market” and/or the Regulations and/or the Procedure to sign the auction certificate (with an electronic signature) within the period specified in these Regulations, the guarantee fee provided for in clauses 9.2.1. of the Regulations, blocked on the General Account of the buyer - party to such auction certificate, shall be unblocked and become a free from obligation (unblocked) guarantee fee available for withdrawal (return to the buyer) or further use to secure fulfillment of obligations under other auctions.

12.6.1. The guarantee fee provided for in clauses. 9.2.2. of this Regulations, blocked on the General Account of the auction winner, shall be unblocked after the seller, who is subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On Electricity Market” and/or the Regulations and/or the Procedure, refuses to sign the auction certificate (electronic), from signing the auction certificate (with an electronic signature) within the period specified in this Regulations, and becomes a free (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure fulfillment of obligations under other auctions.

12.7. If the seller, who is not subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On the Electricity Market” and/or the Regulations and/or the Procedure, refuses to conclude a bilateral electricity purchase and sale contract within the term specified in the auction certificate, the guarantee fee provided for in clauses 9.2.1. of the Regulations is blocked on the General Account:
- of the seller - is unlocked and automatically debited from the General Account of such a seller and transferred by the Auction Organizer to the buyer - the party of such auction certificate within 3 (three) banking days from the date of receipt by the Auction Organizer of the relevant application from such buyer and confirmation of the occurrence of these circumstances;
- of the buyer - is unlocked and becomes free of obligation (unblocked) by the guarantee fee, available for withdrawal (return to the buyer) or its further use to ensure the fulfillment of obligations under other auctions.

12.7.1. The guarantee fee provided for in clauses. 9.2.2. of the Regulations, blocked on the General Account of the auction winner, shall be unblocked after the refusal of the seller, who is not subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On Electricity Market” and/or the Regulations and/or the Procedure, from entering into a bilateral electricity purchase and sale contract within the period specified in the auction certificate, and becomes a free (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure the fulfillment of obligations under other auctions.

12.8. In the event of a refusal by the seller, who is subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, from conclusion of a bilateral electricity purchase and sale contract within the term specified in the auction certificate, the guarantee fee provided for in subpara. 9.2.1. of the Regulations blocked on the General account of the buyer who is a party to such auction certificate, is unblocked and becomes free of obligation (unblocked) guarantee fee, available for withdrawal (return to the buyer) or its further use to ensure the fulfillment of obligations under other auctions.

12.8.1. The guarantee fee provided for in clauses. 9.2.2. of the Regulations, blocked on the General Account of the auction winner, shall be unblocked after the seller, who is subject to the requirements of clause 6 of part two of Article 66 of the Law of Ukraine “On Electricity Market” and/or the Regulations and/or the Procedure, refuses to conclude a bilateral electricity purchase and sale contract, from entering into a bilateral electricity purchase and sale contract within the period specified in the auction certificate, and becomes a free (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure the fulfillment of obligations under other auctions.

12.9. In case of occurrence of the events specified in clauses. 12.3. - 12.8. of the Regulations, such auction participants are not released from fulfilling their obligations under the auction certificate to pay the commission fee and other mandatory payments provided for by the internal documents of the Auction Organizer and determined by this Regulations.

12.10. In case of proper fulfillment of obligations under the bilateral electricity purchase and sale contract by the winner of the auction, which the Auction Organizer became aware of in the absence of the seller's application in accordance with clause 12.11. of this Regulations, the guarantee fee provided for in clauses. 9.2.2. of this Regulations, blocked on the General Account of the auction winner, shall be unblocked on the second business day following the last day of the term of performance of such agreement and shall become a free from obligations (unblocked) guarantee fee available for withdrawal (return to the auction winner) or further use to secure fulfillment of obligations under other auctions.

12.11. In case of non-fulfillment/improper fulfillment of obligations under the bilateral electricity purchase and sale contract by the winner of the auction (the party to the contract - the buyer), as well as solely at the request of the seller, the guarantee fee provided for in subpara. 9.2.2. of the Regulations, blocked on the General Account of the auction winner shall be unblocked, automatically debited from its General Account and transferred by the Auction Organizer to the bank account of the other party, not later than 3 (three) business days from the date of adoption of such decision by the Exchange Committee in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company.

12.11.1. The Seller may apply to the Auction Organizer with a substantiated statement regarding the non-fulfillment/improper fulfillment by the successful bidder of the obligations under the bilateral electricity purchase and sale contract and the documents attached thereto, from the moment of signing such bilateral contract until the first business day (inclusive) following the last day of the term of performance of such contract.

12.11.2. Non-fulfillment/improper fulfillment of obligations under the bilateral electricity purchase and sale contract by the winner of the auction, within the meaning of clause 12.11 of the Regulations, shall be exclusively referred to:
1) the bilateral contract does not have the status "valid" in the TSO electronic platform during any one trading day during the period of validity of the agreement due to:
failure by the Buyer to submit a notification of volume registration by the time of “closing the gate”;
inconsistency of data (volumes, details) in the Buyer's notification with the Seller's data, which led to the rejection of registration by the TSO;
2) the absence of the fact that the auction winner has paid for the electricity purchased based on the auction results in accordance with the terms of the concluded contract;
3) notification by the auction winner to the other party of the contract concluded based on the auction results, of its early termination.

12.11.3. Depending on the type of breach of obligations (non-performance, improper performance), the seller shall attach the following document(s) to the application:
1) a bank statement on the absence of receipt of funds from the winner of the auction in the manner and within the time limits specified in the contract as payment for the purchased electricity in accordance with the terms of the contract to which the seller refers in the application;
2) a copy of the confirmation letter from the transmission system operator regarding the absence of registration on the electronic platform, in accordance with the requirements of the Market Rules, the agreement to which the seller refers in the application;
3) a copy of the letter from the winning bidder regarding the premature termination of the contract and/or failure to fulfill (improper fulfillment of) its obligations by the buyer;
4) a copy of the seller's letter addressed to the buyer regarding the early termination of the agreement due to the buyer's failure to fulfill (improper fulfillment) of the obligations assumed in accordance with the terms of the bilateral electricity purchase and sale contract concluded with such seller, or due to the absence of registration of such contract on the electronic platform, in accordance with the requirements of the Market Rules.

The auction organizer shall have the right to request the parties to a bilateral electricity purchase and sale contract, the obligations under which were not fulfilled or were fulfilled improperly, to provide documents accompanying the fulfillment of such bilateral agreement for the purpose of a full and comprehensive analysis.

12.11.4. In case of receipt by the Auction Organizer of the information provided for in subpara. 12.11.1. of the Regulations, the application and the materials attached thereto as provided for in subpara. 12.11.3., the Auction Organizer shall consider the received application and, not later than within 5 (five) working days, by decision of the Exchange Committee in accordance with the Rules of the Ukrainian Energy Exchange Limited Liability Company, shall make one of the following decisions and notify the applicant thereof:
- unblock, debit from the General Account and transfer the guarantee fee provided for in clauses. 9.2.2. of the Regulations, to the bank account of the winning bidder;
- refuse to consider such an application due to the absence of the document(s) provided for in subpara. 12.11.3. of the Regulations and/or due to the absence of information that allows to unambiguously establish the fact of non-fulfillment/improper fulfillment of obligations under the bilateral electricity purchase and sale contract by the auction winner provided for in subpara. 12.11.2.

12.12. In the course of fulfilling obligations under a bilateral electricity purchase and sale contract concluded following the results of an auction in the form of a special session for the sale of packages of standard product lots under bilateral contracts, the auction winner has the right to credit a portion (up to 50 (fifty) percent) of the guarantee fee to ensure the fulfillment of obligations under the bilateral electricity purchase and sale agreement, provided for in clause 9.2.2. of the Regulations, as an advance payment, provided that the bilateral contract is properly fulfilled for at least 50 (fifty) percent of the total period of electricity supply/withdrawal.

Procedure for unlocking and crediting the guarantee fee:
Submission of an application and confirmation of performance:
After completion of at least 50 (fifty) percent of the total period of electricity supply/withdrawal, the seller, by entering the relevant information into the PP BETS, confirms the absence of facts of non-fulfillment or improper fulfillment by the auction winner of obligations (within the meaning of clause 12.11.2. of the Regulations) on the date of entry of the specified information. The auction winner, by entering the relevant information (including the amount of the guarantee deposit, which is initiated before crediting as an advance payment) to the PP BETS, submits an electronic application to the Auction Organizer for crediting part of the guarantee fee to ensure the fulfillment of obligations under the bilateral electricity purchase and sale contract as an advance payment.

Unlocking and writing off:
The auction organizer, based on the information received from the seller and the auction winner, within 3 (three) business days:
- Unblocks a part of the guarantee deposit in the General Account of the auction winner to ensure the fulfillment of obligations under the bilateral electricity purchase and sale contract in the amount specified by the auction winner in the electronic application, which cannot exceed 50 (fifty) percent of the total amount of

the guarantee fee, provided for in clause 9.2.2. of the Regulations, blocked in order to ensure the fulfillment of obligations under the bilateral electricity purchase and sale contract;
- Writes off these funds and transfers them to the seller's current account as an advance payment.

Crediting mechanism:
The seller credits the funds received to cover electricity payments, starting from the last day of the delivery period in reverse order to the first day of the delivery period.

Share of the balance:
The other part of the guarantee fee to ensure the fulfillment of obligations under the bilateral purchase and sale contract (at least 50 (fifty) percent), which remained blocked in the General Account of the auction winner, continues to perform the function of ensuring the fulfillment of obligations until the end of the period of electricity supply/withdrawal under the bilateral contract and is unblocked in the general procedure specified in clause 12.10. of the Regulations.

12.13. Settlements under a bilateral electricity purchase and sale contract are made directly between its parties - the buyer and the seller, unless otherwise specified in the provisions of these Regulations. At the seller's request, settlements under a bilateral electricity purchase and sale contract may be made through the Auction Organizer.

13. COMMISSION FEE

13.1. In order to reimburse the Auction Organizer for expenses related to the organization and conduct of the auction, a commission is collected from the auction participants in accordance with "Tariffs for services of commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

The commission fee consists of a fixed monthly payment for participation in auctions and a payment for carrying out purchase and/or sale transactions from participants who have entered into an agreement (agreements) with PP BETS, unless otherwise specified in the "Tariffs for services of commodity exchange-Ukrainian Energy Exchange Limited Liability Company."

13.2. For the seller who is not subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, and the buyer specified in the auction certificate, during the bidding period, the amount of the commission fee is deducted from the amount of the guarantee fee and automatically blocked in the General account. During the period of signing the auction certificates, the funds of the party blocked to secure the payment of the commission fee in the General Account are automatically unblocked and credited to the Auction Organizer for the payment of the commission fee for such auction certificate.

13.3. For the seller who is subject to the requirements of paragraph 6 of the second part of Article 66 of the Law of Ukraine "On the Electricity Market" and/or the Regulations and/or the Procedure, the amount of the commission fee is paid on the basis of the corresponding payment (settlement) document, formed based on the results of the auction at the PP BETS , within a period not exceeding 3 (three) banking days from the day of the invoice, unless otherwise specified in the " Tariffs for services of commodity exchange-Ukrainian Energy Exchange Limited Liability Company."

13.4. In the event that the auction participant in the current month paid a fixed monthly payment, which is a component of the commission fee for participation in the auction for the purchase and sale of electricity under bilateral contracts in commercial sections, in accordance with the Regulations for the organization and conduct of electronic auctions for the purchase and sale of electricity under bilateral contracts in the commercial sections of the commodity exchange - Ukrainian Energy Exchange Limited Liability Company, and/or for participation in the auction for the purchase and sale of electricity under bilateral contracts using the bilateral continuous auction technology in accordance with the Rules for organizing and conducting electronic auctions for the purchase and sale of electricity under bilateral contracts using the bilateral continuous auction technology on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company such party is exempted from paying the fixed monthly payment specified by this Regulations in the current month.

13.5. The amount of the commission fee is paid taking into account value added tax.

13.6. The auction organizer, as a provider of services to the auction participant in accordance with the terms of the Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts and these Regulations, draws up primary documents confirming the actual provision of such services, in particular the Act of Services Provided.

13.6.1. The act of services rendered, signed by the Auction Organizer, is an appropriate primary document confirming the fact of fulfillment of the Auction Organizer's obligations to the auction participant in accordance with the terms of this Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts and the Regulations.

13.6.2. In accordance with paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", the absence of details from the auction participant in the Act of Services Provided, namely: the position and surname of the persons responsible for the implementation of the business transaction and the correctness of its registration, personal signature or other data that allows identifying the person who participated in the implementation of the business transaction, is not a violation of the requirements for the registration of the primary document.

13.6.3. The auction participant confirms that the procedure for the execution by the Auction Organizer of primary documents without the auction participant's details is the procedure for documenting business transactions agreed in writing between the Auction Organizer and the auction participant within the meaning of paragraph eight of part two of Article 9 of the Law of Ukraine "On Accounting and Financial Reporting in Ukraine".

13.6.4. The provisions of this clause do not apply to requirements for documentation of business transactions paid for at the expense of public funds. For such transactions, the Act of Services Provided shall be drawn up in accordance with the procedure provided for in clause 13.11. of these Regulations.

13.7. Within 5 (five) business days from the date of the electronic auction, the Auction Organizer shall draw up, sign and send to the auction participant the Act of Services Provided. In this case, the Act of Services Provided must be dated on the date of the electronic auction.

13.8. The auction organizer sends the Act of Services Provided in paper or electronic form in one of the following ways:
- through the agreed system of electronic document circulation;
- to the e-mail address of the auction participant specified in his registration data;
- by mail or courier delivery to the auction participant's address specified in his registration data.

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

13.9.1. In this case, electronic documents sent by the Auction Organizer to the auction participant in electronic form and signed with an electronic signature of an authorized person of the Auction Organizer have full legal force, generate rights and obligations for the parties (the Auction Organizer and the auction participant), may be presented to the court as evidence and are recognized as equivalent to documents drawn up on paper.

13.9.2. The primary document sent through the electronic document management system is considered to be received by the auction participant on the day of such sending, unless otherwise established by the rules of the relevant system. If the document is sent after 18:00 on a business day or on a weekend, holiday or non-working day, it is considered to be received on the next business day.

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

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

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

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

13.10.3. Such an Act of Services Provided is a proper basis for reflecting the business transaction in accounting and making settlements by the auction participant with the Auction Organizer.

13.11. The provisions of clauses 13.6., 13.7. and 13.10. of this Agreement regarding the preparation of Acts of Services Provided without the details of the auction participant do not apply to business transactions for which payment is made at the expense of public funds, in particular, transactions of an auction participant who is a business entity of state or municipal ownership.

13.11.1. In relations with the above-mentioned auction participant, the execution of the Act of Services Provided is carried out as follows:
- within 5 (five) business days from the date of the electronic auction, the auction organizer draws up an Act of Services Provided, dated the date of the electronic auction, and sends it to the auction participant in two copies, signed by him/her;
- the auction participant undertakes, within 3 (three) business days from the date of receipt of the Act of Services Provided from the Auction Organizer, to sign the act and return one copy to the Auction Organizer;
- in the event that the auction participant does not sign the Act of Services Provided within the specified period and there are no substantiated written objections indicating specific comments regarding the services provided by the Auction Organizer and refusal to sign the Act (sent via the agreed electronic document management system or to the official email address of the Auction Organizer), such Act will be considered agreed by the auction participant, and the services will be considered provided and accepted in full.

14. INFORMATION ABOUT AUCTION RESULTS

14.1. The auction organizer publishes the results of the auction on the official website in the form of a bulletin of weighted average prices with an indication of the amount of electricity sold.

14.2. The auction results report is commercial information.

14.3. The persons who received the report on the results of the auction have no right to publish or transfer it to third parties in any form without the written permission of the Auction Organizer.

14.4. All information, without exception, related to the organization, course and results of the auction, is the property of the Auction Organizer. The auction organizer does not have the right to disclose information related to the parties of the auction certificate, except in the cases of providing and/or posting such information on the official website in accordance with the requirements of the current legislation of Ukraine and the contracts concluded with the auction participants.

14.5. The organizer of the auction stores in electronic databases complete information about the auctions held, containing the dates and times of receiving and registering documents, taking actions for 3 (three) years. The auction organizer stores information related to:
- registration of buyers and sellers in auctions (agreements on the organization and conduct of electronic auctions, applications for joining, applications for the organization and conduct of an auction, applications for the withdrawal of an application for an auction, applications for participation in an auction, data on the authorization of auction participants in PP BETS in the day of the auction, etc.);
- the course of bidding (information on all price bids, etc.);
- the results of the auction (information about the price bids of the winners, auction certificates, etc.).

14.6. The organizer of the auction, based on the results of the auction, submits a report on the results of the auctions for the sale of electricity to the NEURC, the Auction Committee, the Antimonopoly Committee of Ukraine and the Ministry of Energy in electronic format.

14.7. In the event that the Auction Organizer receives a corresponding request from the NEURC and/or the Auction Committee and/or the Antimonopoly Committee of Ukraine and/or the Ministry of Energy regarding information on the results of the auctions formed as a result of the auction, the Auction Organizer is obliged to provide an answer to such a request no later than 3 (three) working days following the date of receipt of the request by the Auction Organizer.

Registration form

We ask you to consider Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts and/or the Application for joining the Agreement on the organization and conduct of electronic auctions and providing access to electronic auctions for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

Note: all fields of the form (unless indicated separately) are mandatory. The form is filled out in Ukrainian. Fields in English are optional.

Information about the company

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	(name of the document in the genitive case)
Ownership	
Legal address:	
Index	
Country	
Region	
City	
Area	
Street	
House	
Corps	(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	
Corps	(to be filled in if available)
Office (room)	(to be filled in if available)
Phone	(record format: +38 0XX XXX-XX-XX)
Telephone/Fax	(record format: +38 0XX XXX-XX-XX)
E-mail	
EDRPOU code	
Individual tax number	
EIC code	

Current account - 1	
Name of the bank	(In Ukrainian)
Name of the bank	(in English)
Bank address	
Current account	
Bank code	

Information about the person who has the right to sign contracts and take actions on behalf of the applicant	
Name of the person	(in the nominative case)
Name of the person	(in the genitive case)
Position of the person	(in the nominative case)
Position of the person	(in the genitive case)
Document type	(passport/ID card)
Passport data of the person:	
series	
No	
issued by	
date of issue	(record format: HH.MM.YYYY)

Personal ID card data:	
document no	
date of issue	(record format: HH.MM.YYYY)
authority that issued	
Identification number of the person	

A representative authorized by the applicant to perform actions on his behalf related to the purchase/sale of electricity at electronic auctions - 1	
Name of the person	(in the nominative case)
	(in the genitive case)
	(in the accusative case)
Position of the person	
Document type	(passport/ID card)
Passport data of the person:	
series	
No	
issued by	
date of issue	(record format: HH.MM.YYYY)
personal ID card data:	
document no	
date of issue	(record format: HH.MM.YYYY)
authority that issued	
Identification number of the person	
Residential address of the person	
E-mail of the person	
Person's phone (work)	(record format: +38 0XX XXX-XX-XX)
Person's phone (mobile)	(record format: +38 0XX XXX-XX-XX)

Documents necessary for conclusion and/or joining the Agreement on the organization and conduct of electronic auctions and for granting the right to participate in electronic auctions for the purchase/sale of electric energy under bilateral contracts:

1. Application for joining the Agreement on the organization and conduct of electronic auctions (for buyer)	* Download the document
2. Agreement on the organization and conduct of electronic auctions (for the seller)	* Download the document
3. Extract from the Unified State Register of Legal Entities and Individual Entrepreneurs, issued not later than 1 (one) month prior to its submission to the Auction Organizer	* Download the document
4. Charter (for a legal entity)	* Download the document
5. Balance sheet and report on financial results for the last reporting period with the corresponding mark of the statistical authority (if available, in case of newly started activity)	* Download the document
6. Order (decision/Regulations) on the appointment/selection of the person(s) who has (have) the right to enter into and sign the documents defined by the Regulation, to perform other actions on behalf of the buyer/seller	* Download the document

7. Passport and certificate of identification number assignment (card on assignment of the registration number of the taxpayer's account card) (not provided in case of entering information on the individual tax number in the passport of a citizen of Ukraine in the form of a card) of a person who has the right to conclude, sign documents specified in the Regulations and perform other actions on behalf of the buyer/seller (in case of providing a passport of a citizen of Ukraine in the form of a card, a certificate of registration of residence (paper supplement to the ID card) must be provided)	* Download the document
8. Public key certificate(s) of the representative(s) authorized by the buyer/seller to perform actions on his behalf related to the purchase/sale of electricity at auctions	* Download the document
9. Passport and certificate of identification number assignment (taxpayer registration number card) (not required if the information on the individual tax number is entered into the passport of a citizen of Ukraine in the form of a card) of the representative(s) authorized by the buyer/seller to perform actions related to the purchase/sale of electricity at auctions on his/her behalf, if the relevant actions will also be performed by a person(s) other than the person(s) authorized to conclude, sign documents specified in the Regulations and perform other actions on behalf of the buyer/seller (in case of submission of the passport of a citizen of Ukraine in the form of a card, a Certificate of Residence Registration (paper supplement to the ID-card) shall be provided)	* Download the document
10. Power of attorney (powers of attorney) of the representative (representatives) authorized by the buyer/seller to perform actions on his behalf related to the purchase/sale of electricity at auctions on the recommended form	* Download the document
11. Customer questionnaire	* Download the document
12. Information on the availability of a license/licenses for conducting the relevant type of economic activity on the electricity market. 13. Letter about the ownership structure and data on the ultimate beneficial owners of the legal entity, containing a schematic representation of the ownership structure and information and/or documents confirming the existence of the ownership structure of the legal entity, on the basis of which the Auction Organizer must establish all available ultimate beneficial owners	* Download the document

We confirm that the documents provided in electronic form are authentic to the originals. We are responsible for the accuracy of the information provided. The "Ukrainian Energy Exchange" Limited Liability Company is familiar with the Regulations for organizing and conducting an electronic auction for the sale of electric energy on the commodity exchange. We undertake to fulfill it without fail.

AGREEMENT
on the organization and conduct of electronic auctions
on the sale of electricity under bilateral contracts

Kyiv, "__"_____20_

Ukrainian Energy Exchange Limited Liability Company, legal entity identification code 37027819, location: 01001, Kyiv, street Khreschatyk, building 44, hereinafter referred to as the **"Auction Organizer"**, in the person of _____ _____, who acts on the basis of _____, on the one hand, and

_____, identification code of the legal entity _____, location: _____, hereinafter referred to as the **"Seller",** in the person of _____, who acts on the basis of _____, on the other hand,

any person (legal entity/natural person-entrepreneur) who submitted and signed an application to join the Agreement on the organization and conduct of electronic auctions for the sale of electric energy under bilateral agreements, which means joining this Agreement, hereinafter referred to as the **"Buyer**", on the other hand,

all in the futurecollectively referred to as the "Parties", concluded this Agreement on the organization and conduct of electronic auctions for the sale of electric energy under bilateral agreements (hereinafter referred to as the "Agreement"), on the following terms:

1. Subject of the Agreement

1.1. In accordance with the terms of this Agreement, the **Auction Organizer** undertakes to organize and conduct auctions in accordance with the terms of the "Procedure for conducting electronic auctions for the sale of electric energy under bilateral contracts", approved by Resolution of the Cabinet of Ministers of Ukraine of June 5, 2019 No. 499 "On approval of the Procedure for conducting electronic auctions of auctions for the sale of electricity under bilateral contract and the Procedure for the selection of organizers of electronic auctions for the sale of electricity under bilateral contracts" (hereinafter - the Procedure) and the Regulations for the organization and conduct of an electronic auction for the sale of electricity on the commodity exchange -Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as "Auction Regulations") on the sale of electricity under bilateral contracts (hereinafter referred to as "auction(s)").

1.2. In accordance with the terms of this Agreement, the **Seller** and the **Buyer** undertake to pay the **Auction Organizer** a commission fee in the amount and manner specified in the Auction Regulations, in accordance with "Tariffs for services commodity exchange- Ukrainian Energy Exchange Limited Liability Company.

2. Basic terms and conditions

2.1. When performing any, without exception, necessary actions related to participation in the auction(s), the **Seller** and the **Buyer** are obliged to strictly follow the Rules and Regulations.

2.2. **The buyer** under this Agreement can only be a person who has fulfilled all the requirements and conditions for participation in the auction(s), established by the Auction Procedures and Regulations, including, but not limited to: submitted a package of documents and an application for joining the Agreement on the organization and conduct of electronic of auctions for the sale of electricity under bilateral contracts (in the form according to Appendix No. 1 to this Agreement) and was registered by the Auction Organizer as a participant in the auction as a buyer.

3. Rights and obligations of the parties

3.1. The seller is obliged to:

3.1.1. Provide the **Auction Organizer** with reliable information in auction applications and any other necessary documents.

3.1.2. When performing any actions related to participation in the auction(s), the Rules and Regulations of the auction must be followed.

3.1.3. Remit the guarantee fee (s) for participation in the auction (s) in the manner and within the time limit

stipulated by the Regulations.
3.1.4. According to the results of the auction, it is necessary to sign the auction certificate in the order and term specified in the Auction Regulations.
3.1.5. According to the results of the auction, conclude a bilateral contract for the purchase and sale of electric energy with the **Buyer** (winner of the auction).
3.1.6. Pay the commission fee to the **Auction Organizer** in the amount, order and terms specified in the Auction Regulations.
3.1.7. Perform other duties established by the Procedure, Regulations, Auction Regulations and other internal documents of the **Auction Organizer**, referred to in the Regulations.

3.2. The seller has the right to:

3.2.1. Initiate the organization and holding of auction(s).
3.2.2. No later than 48 hours before the start of the auction, withdraw your bid for the auction in accordance with the procedure established by the Auction Regulations.
3.2.3. To request the transfer of the guarantee fee from the **Auction Organizer** to your current account in the cases and according to the procedure provided by the Auction Regulations.
3.2.4. Use the participant's personal account on the Auction Organizer's website.
3.2.5. To receive all information necessary for the performance of this Agreement.
3.2.6. Use the entire range of services of the Auction Organizer, which are the subject of this Agreement.

3.3. The buyer is obliged to:

3.3.1. When performing any actions related to participation in the auction(s), be sure to follow the Rules and Regulations of the auction.
3.3.2. Provide the **Auction Organizer** with reliable information in applications for participation in the auction and timely notify of its changes, in accordance with the Auction Regulations.
3.3.3. Transfer the guarantee fee (s) for participation in the auction (s) in the order and term stipulated by the Auction Regulations.
3.3.4. If the **Buyer** is recognized as the winner of the auction, he must sign the auction certificate in accordance with the Auction Regulations in a timely manner.
3.3.5. In the event that the **Buyer** is recognized as the winner of the auction, timely conclude a bilateral contract for the purchase and sale of electricity with the **Seller** and make timely and full payments for the purchased electricity at the auction.
3.3.6. In the event that the **Buyer** is recognized as the winner of the auction, the commission fee shall be paid to the **Auction Organizer** in the amount, order and terms established in the Auction Regulations.
3.3.7. Perform other duties established by the Procedure, Regulations, Auction Regulations and other internal documents of the **Auction Organizer**, referred to in the Regulations.

3.4. The buyer has the right to:

3.4.1. To demand from the **Auction Organizer** the return of the guarantee fee paid to his account in the cases established by the Auction Regulations.
3.4.2. To receive all information necessary for the performance of this Agreement.
3.4.3. Use the entire range of services that are the subject of this Agreement.
3.4.4. Reject this Agreement by withdrawing the application submitted by him to join this Agreement, in accordance with Clause 5.2 of the Agreement.

3.5. The auction organizer is obliged to:

3.5.1. Organize and conduct auctions in accordance with the terms of the Auction Rules and Regulations.
3.5.2. Return the paid guarantee fee to the **Buyer** and/or the **Seller** in the cases, procedure and terms specified in the Auction Regulations.
3.5.3. Ensure anonymity and confidentiality of information contained in applications for participation in the auction.
3.5.4. Provide the Parties with all information necessary for the proper execution of this Agreement.
3.5.5. To provide the Parties with a set of services that are the subject of this Agreement.

3.6. The auction organizer has the right to:

3.6.1. Demand from the **Seller** and/or the **Buyer** (auction winner):

- Unconditional signing of the auction certificate.
- Payment of the commission fee for the provision of services in the manner and under the conditions stipulated by the Auction Regulations.

3.6.2. Not to return the guarantee fee to the **Seller** and/or the **Buyer** in the cases stipulated by the Auction Regulations.
3.6.3. Cancel registration and terminate access to the auction (s) to the **Seller** and/or the **Buyer** in cases provided for by the Auction Regulations.

4. Commission fee and payment procedure

4.1. In order to reimburse expenses related to the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts, a commission fee is paid to the **Auction Organizer**. The procedure, terms of payment and the amount of the commission fee.

4.2. Within 7 (seven) working days from the day of the auction, the **Auction Organizer** shall draw up the Service Delivery Certificate dated the day of the auction and send the Service Delivery Certificate in duplicate, signed and sealed by the Auction Participant (the **Seller** / the winner of the auction (the party to the auction certificate - the **Buyer**)).

The auction participant (the **Seller** / winner of the auction (the party to the auction certificate - the **Buyer**)) shall, within 3 (three) business days from the date of receipt of the Service Delivery Certificates from the **Auction Organizer**, sign the certificates and return one copy to the **Auction Organizer**.

The execution and exchange of the Service Delivery Acts under this Agreement may be carried out in accordance with the provisions of the Law of Ukraine "On Electronic Documents and Electronic Document Management" and the Law of Ukraine "On Electronic Identification and Electronic Trust Services" using electronic signatures of authorized persons (qualified electronic signature or advanced electronic signature) based on a qualified public key certificate in an agreed electronic document exchange system.

In case the Auction Participant (**Seller** / winner of the auction (party to the auction certificate - **Buyer**)) does not sign the Service Delivery Certificate within the specified period and does not raise any substantiated written objections, such certificate shall be deemed to be approved and the services shall be deemed to have been provided in full.

5. Term of validity of the Agreement and its early termination

5.1. This Agreement enters into force from the moment of its signing by the **Auction Organizer** and the **Seller**, and for the **Buyer** - from the moment of registration by the **Auction Organizer** of the Buyer as a market participant as a buyer based on his application to join this Agreement (which means unconditional joining this Agreement), and valid until the Parties fully fulfill their obligations.

5.2. This Agreement may be prematurely terminated with the **Buyer** in the event of withdrawal of the submitted application for joining this Agreement, in accordance with the Auction Regulations.

5.3. If the **Buyer** withdraws the application for joining, in accordance with clause 5.2. of this Agreement, the Agreement is considered terminated (terminated) automatically without the conclusion of any additional agreements/agreements on termination/acts/ or any other documents from the day following the date of receipt by the **Auction Organizer** of a notice from the **Buyer** in the manner provided for in the Auction Regulations. At the same time, the **Auction Organizer** is considered to have fully and properly fulfilled its obligations under the Agreement, and the monetary obligations of the Parties, which arose during the period of validity of this Agreement, are valid until the moment of their full fulfillment.

6. Liability of the Parties

6.1. In case of violation of their obligations under this Agreement, the Parties bear the responsibility defined by this Agreement and the current legislation of Ukraine. Violation of an obligation is its non-fulfillment or improper fulfillment, that is, fulfillment in violation of the conditions defined by the content of the obligation.

6.2. The parties are not responsible for the violation of their obligations under this Agreement, if it occurred through no fault of theirs. The party is considered innocent if it proves that it has taken all measures dependent on it for the proper fulfillment of the obligation.

6.3. **Auction organizer** has the right, in case of non-fulfilment/improper fulfillment by the **Seller** and/or the **Buyer** of their obligations regarding the payment of the commission fee to the **Auction Organizer**, to withhold the amount of the penalty (fine, penalty) in their favor at the expense of their guarantee contribution.

7. Resolution of disputes

7.1. All disputes related to this Agreement, its conclusion or those that arise in the process of fulfilling the terms of this Agreement shall be resolved through negotiations between the Parties.

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

8. Final provisions

8.1. The parties are obliged to maintain the confidentiality and secrecy of information related to this Agreement.

8.2. The parties have the right to conduct electronic correspondence through official electronic addresses. All notices under this Agreement shall be deemed to have been properly delivered if they are sent to the other Party by email or by any other means agreed upon by the Parties.

8.3. The parties determine the persons responsible for the execution of this Agreement, contact telephone numbers and official e-mail addresses for correspondence under this Agreement as follows:

- information of the **Auction Organizer** regarding responsible persons, contact numbers and official e-mail addresses for correspondence is specified in section 9 of this Agreement;
- the **Seller's** information on responsible persons, contact numbers and official e-mail addresses for correspondence is specified in section 9 of this Agreement;
- information of the **Buyer** - in the application for joining this Agreement, which is an integral part of this Agreement.

In the event of a change in any Party's email address or information about responsible persons, contact telephone numbers, details, etc., the other Party must be informed of the relevant changes no later than one day after their occurrence.

8.4. By concluding this Agreement, the authorized representatives of the Parties give their consent (permission) to the processing of their personal data for the purpose of confirming the authority of the relevant entity. By signing this Agreement, the representatives of the Parties confirm that they have been notified of their rights in accordance with Art. 8 of the Law of Ukraine "On Protection of Personal Data".

8.5. This Agreement is concluded between the **Auction Organizer** and the **Seller** in writing, and the **Buyer** joins the proposed Agreement as a whole by submitting an application for accession, which means joining this Agreement on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts. The **Buyer's** application for joining is an acceptance of this Agreement and implies full and unconditional acceptance of the terms of the Agreement with the relevant annexes, while the **Buyer** may not offer his own terms of this Agreement.

8.6. The application form for joining the terms of the Agreement on providing services for participation in the auction is set out in Appendix No. 1 to this Agreement, which is an integral part of it.

8.7. All legal relations that arise in connection with the fulfillment of the terms of this Agreement and are not regulated by it are regulated by the Auction Regulations and the current legislation of Ukraine.

9. DETAILS:

Auction organizer	**Seller**
UKRAINIAN ENERGY EXCHANGE	_____
Limited liability company	_____
Legal address: 01001, Ukraine, Kyiv, St. Khreschatyk, 44	Legal address: _____
Bank details: _____	Bank details: _____
bank code _____,	EDRPOU code_____
EDRPOU code _____	TIN _____
TIN _____	_____
_____	_____
_____ _____	_____ _____

NOTICE (issued only by natural persons-entrepreneurs)

Pursuant to the second part of Article 12 of the Law of Ukraine "On Protection of Personal Data" dated 01.06.2010 No. 2297-VI (hereinafter - Law No. 2297), the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) informs that your personal data is included in the Personal Data Database "Individuals whose personal data are processed in the course of conducting business" (hereinafter - Personal Data Database), the owner of which is the Stock Exchange Composition and content of personal data processed in the Personal Data Database: identification data (surname , name, patronymic); passport data, registration number of the taxpayer's registration card (identification number); place of residence according to state registration; payment details in banking institutions; documents on state registration; tax payer's certificate; electronic identification data (email address, website, phone) and others. Personal data in the Personal Data Database are processed in the 1C automated system and in the form of filing cabinets (in agreements, contracts, acts of acceptance and transfer of services provided (work performed), invoices, registration journals, organizational and administrative documents, accounting documents, reporting and accounting forms, other documents on paper containing personal data), as well as using other software products (Word, Excel, etc.). The processing of your personal data will be carried out exclusively by employees of the Exchange who have given written commitments not to disclose personal data entrusted to them or which have become known to them in connection with the performance of professional and official duties. The purpose of processing (including collection) of your personal data is to ensure the implementation of administrative-legal, 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. , according to the Charter of the Exchange). According to Article 8 of Law No. 2297, you, as a subject of personal data, have the right to: 1) know about the sources of collection, the location of your personal data, the purpose of their processing, the location of the owner of personal data, or to give an appropriate order to obtain this information to persons authorized by you , except for cases established by law; 2) receive information about the conditions for granting access to personal data, in particular information about third parties, to whom your personal data is transferred; 3) to access your personal data; 4) receive no later than 30 calendar days from the date of receipt of the request, except in cases provided by law, an answer about whether your personal data is being processed, as well as receive the content of such personal data; 5) present a reasoned demand to the owner of personal data with an objection to the processing of your personal data; 6) make a reasoned demand for the change or destruction of your personal data by the owner of personal data, if these data are processed illegally or are unreliable; 7) to protect your personal data from illegal processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision of data, as well as protection from providing information, that are unreliable or dishonor the honor, dignity and business reputation of a natural person; 8) file complaints about the processing of your personal data to the Commissioner of the Verkhovna Rada of Ukraine for human rights or to the court; 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you. 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you. 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you.

A copy of the message was received: _____ _____

"___ "_____202__

(signature of an individual) (initials, last name of an individual)

Appendix No. 1 to the Agreement on Organization and conducting electronic auctions
on the sale of electricity under bilateral contracts

To the auction organizer:
Ukrainian Energy Exchange Limited Liability Company
website:www.ueex.com.ua

APPLICATION

on joining the Agreement
on the organization and conduct of electronic auctions

(which means joining the Agreements on the organization and conduct of electronic auctions for the sale of electric energy under bilateral contracts)

According to Art. 634 of the Civil Code of Ukraine by signing and submitting this Application _____, in the person of _____, acting on the basis of _____ (hereinafter - the **Buyer**) joins the Agreements on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts concluded by the Limited Liability Company Ukrainian Energy exchange and Sellers, in accordance with the "Procedure for conducting electronic auctions for the sale of electricity under bilateral contracts", approved by the Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 499 "On approval of the Procedure for conducting electronic auctions for the sale of electric energy under bilateral contracts and the Selection Procedure organizers of electronic auctions for the sale of electricity under bilateral contracts" and also adheres to the terms of these Contracts, which are posted on the official website of the **Auction Organizer**: www.ueex.com.ua**.**

Buyer by signing this Application, certifies that he has read the terms of the above-mentioned Agreements on the organization and conduct of electronic auctions for the sale of electricity under bilateral contracts, that he fully and unconditionally accepts their terms, agrees with them and is obliged to fulfill them, as well as consent to the processing of personal data .

The submission of this application is the basis for the **Auction Organizer** to take measures aimed at verifying the compliance of the **Buyer's** information and information with the conditions established by the Regulations of the organization and holding of the electronic auction for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

In the absence of comments to the **Buyer's** statement (the information provided is reliable and in full), the **Auction Organizer** registers the **Buyer** as a market participant - buyer and measures are taken to provide access to electronic auctions for the sale of electricity under bilateral contracts and its web resource, within 3 within three (3) working days from the date of receipt of this application.

Information about the persons responsible for the execution of the above-mentioned Agreements on the organization and conduct of electronic auctions for the sale of electric energy under bilateral contracts (contact numbers and official email addresses for correspondence): _____

DETAILS OF THE BUYER: _____

Legal address: _____
Bank details: _____
EDRPOU code_____
TIN _____

_____	_____	_____
(position)	*(signature)*	*(surname, initials)*

seal (in the presence)

Date: "____" _____20___

NOTICE (issued only by natural persons – entrepreneurs)

Pursuant to the second part of Article 12 of the Law of Ukraine "On Protection of Personal Data" dated 01.06.2010 No. 2297-VI (hereinafter - Law No. 2297), the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) informs that your personal data is included in the Personal Data Database "Individuals whose personal data are processed in the course of conducting business" (hereinafter - Personal Data Database), the owner of which is the Stock Exchange Composition and content of personal data processed in the Personal Data Database: identification data (surname , name, patronymic); passport data, registration number of the taxpayer's registration card (identification number); place of residence according to state registration; payment details in banking institutions; documents on state registration; tax payer's certificate; electronic identification data (email address, website, phone) and others. Personal data in the Personal Data Database are processed in the 1C automated system and in the form of filing cabinets (in agreements, contracts, acts of acceptance and transfer of services provided (work performed), invoices, registration journals, organizational and administrative documents, accounting documents, reporting and accounting forms, other documents on paper containing personal data), as well as using other software products (Word, Excel, etc.). - The processing of your personal data will be carried out exclusively by employees of the Exchange, who have given a written commitment not to disclose personal data that was entrusted to them or that became known to them in connection with the performance of professional and official duties. The purpose of processing (including collection) of your personal data is to ensure the implementation of administrative-legal, 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. , according to the Charter of the Exchange). According to Article 8 of Law No. 2297, you, as a subject of personal data, have the right to: 1) know about the sources of collection, the location of your personal data, the purpose of their processing, the location of the owner of personal data, or to give an appropriate order to obtain this information to persons authorized by you , except for cases established by law; 2) receive information about the conditions for granting access to personal data, in particular information about third parties, to whom your personal data is transferred; 3) to access your personal data; 4) receive no later than 30 calendar days from the date of receipt of the request, except in cases provided by law, an answer about whether your personal data is being processed, as well as receive the content of such personal data; 5) present a reasoned demand to the owner of personal data with an objection to the processing of your personal data; 6) make a reasoned demand for the change or destruction of your personal data by the owner of personal data, if these data are processed illegally or are unreliable; 7) to protect your personal data from illegal processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision of data, as well as protection from providing information, that are unreliable or dishonor the honor, dignity and business reputation of a natural person; 8) file complaints about the processing of your personal data to the Commissioner of the Verkhovna Rada of Ukraine for human rights or to the court; 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you. 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you. 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) enter reservations regarding the limitation of the right to process your personal data when giving consent or concluding a transaction; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) to protect against an automated decision that has legal consequences for you.

A copy of the message was received: _____ _____

"___"_____20__ year.

(signature of an individual) (initials, last name of an individual)

Appendix 3
to the Regulations of organization and conduct
electronic auction for the sale of electricity
on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company

It is printed on company letterhead.

POWER OF AUTHORITY No. ___

_____ "____" _____ 20___

_____,
(full name of the legal entity)

EDRPOU code_____,

_____,
(location)

in the person of _____, acting on the basis*(for legal entities* _____, (hereinafter referred to as the "Principal") hereby authorizes

_____
(name.)

(passport series _____ No. _____ issued _____ __.___. _____ of the year, registration number of the taxpayer's registration card _____ (hereinafter – the "Representative"), to represent the interests of the Principal at electronic auctions for the sale of electric energy under bilateral contracts, the organization and conduct of which is carried out by the Ukrainian Energy Exchange Limited Liability Company, for which he the following powers are granted:

- get a user name (login), access password to the "Exchange Electronic Trading System" software product in the "Electric Power" version;
- participate in electronic auctions for the sale of electric energy and perform all necessary actions, in particular, but not exclusively, submit applications for the organization and conduct of the auction and/or applications for participation in the auction, conclude auction certificates (by signing electronic documents by imposing a qualified electronic signature) and provide the Ukrainian Energy Exchange Limited Liability Company with all necessary documents for participation in auctions, as well as documents related to the execution of auction certificates; (*note: indicate restrictions on taking actions if they exist*);
- to submit to Ukrainian Energy Exchange Limited Liability Company and receive from Ukrainian Energy Exchange Limited Liability Company the necessary information for the proper and full execution of the powers specified in this power of attorney;
- exercise any other powers, without exception, on behalf of and in the interests of the Trustee, determined by the Agreements on the organization and conduct of electronic auctions for the sale of electric energy under bilateral contracts posted on the website www.ueex.com.ua, as well as the Regulations for the organization and conduct of electronic auctions of the auction for the sale of electric energy on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

The power of attorney is issued without the right of subrogation and is valid until the termination of the right of the Principal to participate in electronic auctions for the sale of electric energy under bilateral contracts, the organization and conduct of which is carried out by Ukrainian Energy Exchange Limited Liability Company.

I certify the signature of _____.
(name of the Representative) (sample signature)

_____ /_____/
(name of the manager's position) (signature) (initials, last name)
seal

FOR Individual enterpreneur - subject to notarization

POWER OF AUTHORITY No. ___

_____ "____" _____ 20___

_____,
(full name of the individual entrepreneur)

registration number of the taxpayer's registration card,

_____,
(place of registration)

the state registration of which was carried out in _____ under the record number in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations (hereinafter - the "Trustee"), with this power of attorney authorizes

_____
(name)

(passport series _____ No. _____ issued _____ __.___. _____ of the year, registration number of the taxpayer's registration card _____ (hereinafter – the "Representative"), to represent the interests of the Principal at electronic auctions for the sale of electric energy under bilateral contracts, the organization and conduct of which is carried out by the Ukrainian Energy Exchange Limited Liability Company , for which he the following powers are granted:

- get a user name (login), access password to the "Exchange Electronic Trading System" software product in the "Electric Power" version;
- participate in electronic auctions for the sale of electricity and perform all necessary actions, in particular, but not exclusively, submit applications for the organization and conduct of the auction and/or applications for participation in the auction, conclude auction certificates (by signing electronic documents by imposing a qualified electronic signature) and provide the Ukrainian Energy Exchange Limited Liability Company with all necessary documents for participation in auctions, as well as documents related to the execution of auction certificates; (note: indicate restrictions on taking actions if they exist);
- to submit to the Ukrainian Energy Exchange Limited Liability Company and receive from the Ukrainian Energy Exchange Limited Liability Company the necessary information for the proper and full execution of the powers specified in this power of attorney;
- exercise any other powers, without exception, on behalf of and in the interests of the Trustee, determined by the Agreements on the organization and conduct of electronic auctions for the sale of electric energy under bilateral contracts posted on the website www.ueex.com.ua, as well as the Regulations for the organization and conduct of electronic auctions of the auction for the sale of electricity on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company.

The power of attorney is issued without the right of subrogation and is valid until the termination of the right of the Principal to participate in electronic auctions for the sale of electric energy under bilateral contracts, the organization and conduct of which is carried out by the Ukrainian Energy Exchange Limited Liability Company.

I certify the signature of _____.
(name of the Representative) (sample signature)

_____ /_____/
(full name of the individual entrepreneur) (signature) (initials, last name)

Ukrainian Energy Exchange Limited Liability Company

Protocol No. -___
conducting an electronic auction for the sale of electricity
according to bilateral contracts No. _____
on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company
dated __.__.____

Position number:	
Participant position:	
Type of electricity sales schedule:	
Shopping area:	
Period of supply/selection of electric energy:	
Lot size:	
Number of lots:	
Starting price (excl. VAT):	
Starting price (excl. VAT):	
Enter into a contract up to (including):	
Terms of payment:	
Additional conditions:	

Trading progress. Participants' proposals:

Member	Action	Time	Number of lots	Price, UAH (excl. VAT)	Price, UAH/MWh (excl. VAT)

Results of participant _____, _____:

Price, UAH (without VAT)	Volume, MWh	Number of lots	Cost, UAH (without VAT)
Total:			

From the Exchange: _____ /_____ /

Appendix 5
to the Regulations of organization and conduct
electronic auction for the sale of electricity
on the commodity exchange- Ukrainian Energy Exchange
Limited Liability Company

AUCTION CERTIFICATE NO

According to position No. __ at the electronic auction No. _____ for the sale of electricity under bilateral contracts, which took place on __.__.__in Kyiv at the commodity exchange- Ukrainian Energy Exchange Limited Liability Company :
Seller: No. _____ _____ sold, a
Buyer: No. _____ _____ bought electricity according to the sales schedule:_____, in the trade zone: _____, in the amount of ____ (_____) MW.h, at the weighted average price of ____,__ UAH. (_____) (without VAT) for 1 MWh, with a total cost of _____,__ UAH. (_____) (without VAT), with a release/selection period: __.__.____ - __.__.____ years.

No deed	Type of electricity sales schedule	Volume, MWh	The price for 1 MW (without VAT), UAH	the total cost (without VAT), UAH

1. The auction for the sale of electricity under bilateral contracts was held on the commodity exchange - the Ukrainian Energy Exchange Limited Liability Company in accordance with the Regulations for the organization and conduct of the electronic auction for the sale of electricicity on the commodity exchange - the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations), in accordance with the "Procedure for conducting electronic auctions for the sale of electric energy under bilateral contracts", approved by Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 499 (as amended) (or in accordance with the "Regulation on the imposition of special obligations of electricity market participants to ensure general public interests in the process of functioning of the electricity market", approved by the Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 483 (as amended)) and the current legislation of Ukraine.
2. The auction certificate is the basis for concluding a bilateral contract for the purchase and sale of electricity between Seller:_____,EIS code_____, EDRPOU code _____ (_____)and
Buyer:_____,EIS code _____, EDRPOU code _____ (_____) no later than (inclusive) __.__.____ , according to the draft of the sales contract declared by the Seller.
3. Taking into account the weighted average price determined by the results of the electronic auction No. _____ for the sale of electricity under bilateral contracts held on __.__.____ according to the auction certificate _____, which amounts to ____,__ UAH. (_____) (without VAT) for 1 MWh of electricity, the total cost for _____ (_____) MWh of electric energy fora bilateral contract for the purchase and sale of electricity energy will amount to _____,__ UAH. (_____) (excl. VAT).
4. Terms of payment for electricity purchased at the electronic auction: _____.
5. Period of release/selection of electricity: __.__.____ - __.__.____ .
6. The buyer (or the seller, or the seller and the buyer) pays the commodity exchange - the Ukrainian energy exchange Limited Liability Company a commission fee for participating in the auction in the amount of ____ UAH (____) including VAT ____ UAH (____) in the order and terms specified by section 13 of the Regulations.
7. By signing this Auction Certificate, the Seller and the Buyer grant NPC UKRENERGO (EDRPOU code: 00100227), as the transmission system operator, within the meaning of the Law of Ukraine "On the Electricity Market", consent to disclose (distribute) to Ukrainian Energy Exchange Limited Liability Company (EDRPOU code: 37027819), as the organizer of the electronic auction, within the meaning of the "Procedure for Conducting Electronic Auctions for the Sale of Electricity under Bilateral Contracts", approved by the Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 499, confidential information regarding the volumes of purchase and sale of electricity under a bilateral electricity purchase and sale contract concluded on the basis of this Auction Certificate, registered by the parties to this Auction Certificate on the electronic platform of the transmission system operator in accordance with the requirements of Chapter 2.2, Section II of the "Market Rules", approved by the Resolution of the NEURC No. 307 dated March 14, 2018, or information about the fact of the absence of such registration.
In particular, the Seller and the Buyer grant the Ukrainian Energy Exchange Limited Liability Company (EDRPOU code 37027819) consent to receive, process and store confidential information regarding the registered by the parties of this Auction Certificate on the electronic platform of the transmission system operator of the volumes of electricity purchase and sale under the bilateral electricity purchase and sale contract concluded on the basis of this Auction Certificate and to use the information received solely for the purpose of ensuring risk management that may affect the proper execution of bilateral electricity purchase and sale contracts.

8. By signing this Auction Certificate, the Seller and the Buyer provide the Ukrainian Energy Exchange Limited Liability Company (EDRPOU code: 37027819), as the organizer of the electronic auction, within the meaning of the "Procedure for conducting electronic auctions for the sale of electricity under bilateral contracts", approved by the Resolution of the Cabinet of Ministers of Ukraine dated June 5, 2019 No. 499, with consent to disclose (distribute) to NPC "UKRENERGO" (EDRPOU code: 00100227), as the transmission system operator within the meaning of the Law of Ukraine "On the Electricity Market", confidential information regarding the volumes of purchase and sale of electricity under the bilateral electricity purchase and sale contract concluded on the basis of this Auction Certificate.
9. Additional information: _____.

for the Seller:	**for the Buyer:**
_____	_____
_____ _____	_____ _____

UEEX LLC

__.__.____

_____ _____