

APPROVED

By the decision of the
Exchange Committee of the
Limited Liability Company
"Ukrainian Energy Exchange"

Minutes of the Exchange Committee meeting
№ 1075 dated December 07, 2021



/ Dubovskyi O.

**Regulation
on lease of exchange places
on the commodity exchange—
Ukrainian Energy Exchange Limited Liability
Company
(new edition)**

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1. General provisions

1.1. Regulation on Lease of Exchange places on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Regulation) developed and approved in accordance with the Law of Ukraine "On Commodity Exchanges", the Charter of the Limited Liability Company "Ukrainian Energy Exchange", Rules Limited Liability Company "Ukrainian Energy Exchange", Rules of Exchange Trade on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Rules) and regulates the procedure for leasing exchange places to legal entities and natural persons-entrepreneurs on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) and the procedure for access to exchange trading.

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

1.3. The Regulations use the following basic terms:

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

analogue of handwritten signature (AHS) - simple electronic signature - obligatory requisites of the application, position, editing of the position during electronic exchange trading, offer (including counter), exchange agreement in PP BETS or other action of the participant of electronic exchange trading and the document formed on results or on performance of such action, in PP BETS, is intended for its protection against counterfeiting, received as a result of granting by the Exchange to the participant of electronic exchange trades of the unique personal identifier allowing to identify the participant of electronic exchange trades, and also to establish absence of distortion of information in documents and actions at PP BETS;

brokers - authorized individuals of permanent members of the Exchange or non-permanent members of the Exchange (brokerage offices) accredited to the Exchange in accordance with this Regulation, whose duties are to perform the instructions of members of the Exchange (clients of members of the Exchange), which they represent;

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

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

electronic signature - electronic signature in the definition of the Law of Ukraine "On electronic trust services" is provided in PP BETS by means of a qualified electronic signature or AHS;

direction - a set of sections by type of product;

non-permanent member of the Exchange - a legal or natural person-entrepreneur who obtained membership by renting an exchange place from a permanent member of the Exchange;

permanent members of the Exchange - the founders of the Exchange and legal or natural persons

admitted to its membership in accordance with the Charter of the Exchange, who have paid the entrance fee and have a certain set of exchange seats;

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

section - specialized direction of the Exchange's activity, within the framework of which exchange trade is carried out by a certain group of exchange goods;

public key certificate - a document issued by the key certification authority, which certifies the validity and ownership of the public key of the signatory;

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

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

2. Lease of exchange places

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

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

2.3. For the purpose of concluding an Exchange Place Lease Agreement on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange Place Lease Agreement), legal entities and natural persons - entrepreneurs resident in Ukraine follow the link on the Exchange website "Electronic Trading. Accreditation on-line" (accredit.ueex.com.ua) and fill in the application form electronically (Appendix №1), to which are added scanned, archived copies of the following documents that must be valid (valid) at the time of their submission:

- Extracts or extracts from the unified state register of legal entities and natural persons-entrepreneurs, issued (condition for the Extract) not later than 1 month before its submission to the Exchange;
- Charter (for legal entities);
- Balance sheet and report on financial results for the last reporting period with the appropriate mark of the statistical body (if any, in the case of newly started activities);
- Decision on appointment of the head of the legal entity;
- Passports and certificates of assignment of the identification number of the head of the legal entity (individual - entrepreneur);

- Passports and certificates of assignment of the identification number of the person (persons) who will perform the powers of the broker (brokers) (if the powers of the broker will be performed not by the head (or not only the head) of the legal entity);
- Power of attorney (Powers of Attorney) for the person (persons) who will perform the powers of a broker (brokers) entrepreneurs provide a notarized power of attorney to a standard broker) (Appendix №4);
- Questionnaires of the client (participant of exchange trades) (Appendix №10);
- The Exchange has the right to require additional documents from legal entities or natural persons-entrepreneurs.

2.4. For the purpose of concluding the Exchange Place Lease Agreement, legal entities and natural persons - non-resident entrepreneurs of Ukraine should go to the link on the Exchange's website "Electronic Trading. Accreditation on-line" <https://accredit.ueex.com.ua/eng/form/>) and fill in the electronic form of the application - questionnaire (Appendix №3), to which are added scanned, archived copies of the following documents:

- a document from the commercial, banking or court register, etc., issued not later than one month before the date of submission of documents for accreditation (except for registration certificate) by an authorized body of a foreign state, confirming state registration of a nonresident legal entity in its location;
- certificates from the bank where the non-resident's account is opened on the bank account number;
- certificates signed by the authorized person with the seal of the legal entity (if any) of the non-resident, containing information on the ownership structure, ultimate beneficial owners (controllers) and the content (types) of activities issued not later than one month before the date of submission of documents;
- employment agreement (contract, order, protocol, charter or other document) of the head of the legal entity, which contains information about the term and scope of its powers;
- a document certifying the identity of the head;
- a document certifying the person (persons) who will perform the powers of the broker (brokers);
- power of attorney (powers of attorney) for a person (persons) who will perform the powers of a broker (brokers), executed in accordance with the laws of the country of location of the non-resident.

Documents issued by the authorized state bodies of the non-resident's country of residence in accordance with the legislation of that state must be legalized (consular legalization or apostille) in the manner prescribed by law, unless otherwise provided by international treaties.

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

2.5. Consideration of the submitted application form and documents of the applicant is carried out within 10 (ten) working days from the date of receipt in electronic form of the application form and

documents, according to paragraph 2.3. and 2.4. of this Regulation.

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

2.7. The decision to grant a permit to lease an exchange place and a permit to enter into a lease agreement or to refuse to lease and enter into such an agreement is made by the Exchange Committee based on the results of electronic application - questionnaire and applicant documents, within the time specified in paragraph 2.5 of this Regulation, about which the applicant is sent a message to his e-mail address.

In case the Exchange Committee makes a positive decision on granting a permit to lease an exchange place, the applicant within 5 (five) working days from the date of receipt of the notification by e-mail, in accordance with part one of paragraph 2.7. of this Regulation, sends to the Exchange the originals of the following documents:

- Applications (**Appendix №2**) for a resident of Ukraine;
- Exchange Place Lease Agreement (**Appendix №5**) for a resident of Ukraine or (**Appendix №6**) for a non-resident of Ukraine (in two copies, signed by the applicant's authorized person and certified by the seal of the legal entity or individual entrepreneur (if any));
- Agreements on the use of an analogue of a handwritten signature in the Software Product "Exchange Electronic Trading System" (**Appendix №7**) for a resident of Ukraine or (**Appendix №8**) for a non-resident of Ukraine (in two copies signed by the applicant's authorized person and stamped by a legal entity or individual - entrepreneur (if available));
- Power of attorney (Powers of attorney) for a person (persons) who will perform the powers of a broker (brokers) (**Appendix №4**) (for a resident of Ukraine);
- Power of attorney of the broker to obtain a login, password for access to the Software Product "Exchange Electronic Trading System" (PP BETS) and a unique personal identifier of the AHS (**Appendix №9**) (for a resident of Ukraine);
- Power of attorney (powers of attorney) for the authorized representative (representatives) of the non-resident legal entity, which will (will) perform the functions of a broker, executed in accordance with the laws of the country of location of the non-resident;
- Certificates signed by the authorized person with the seal of the legal entity (if any) of the non-resident, containing information on the ownership structure, ultimate beneficial owners (controllers) and content (types) of activity (for non-residents of Ukraine), issued not later than one month before submission documents;
- Certificates from the bank in which the non-resident's account is opened on the bank account number (for a non-resident of Ukraine);
- Certificates signed by an authorized person with the seal of a legal entity (if any) of a non-resident, containing information on the ownership structure, ultimate beneficial owners (controllers) and the content (types) of activities issued no later than one month before the date of submission of documents;

- Questionnaire of the client (participant of exchange trades) (**Appendix №10**) (for the resident of Ukraine);

duly certified copies for a resident of Ukraine that must be valid at the time of their submission:

- Extracts or extracts from the unified state register of legal entities and natural persons-entrepreneurs issued (condition for the Extract) not later than 1 month before its submission to the Exchange;
- Charter (for legal entities);
- Certificates of registration of the value added tax payer or extract from the register of value added taxpayers (if any);
- Certificates of the single tax payer (if any);
- Balance sheet and report on financial results for the last reporting period with the appropriate mark of the statistical body (if any, in the case of newly started activities);
- Decision on appointment of the head of the legal entity;
- Passports and certificates of assignment of the identification number of the head of the legal entity (individual - entrepreneur);
- Passports and certificates of assignment of the identification number of the person (persons) who will perform the powers of the broker (brokers) (if the powers of the broker will be performed not by the head (or not only the head) of the legal entity);

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

- a document from the commercial, banking or court register, etc., issued not later than one month before the date of submission of documents for accreditation by an authorized body of a foreign state (except for registration certificate), confirming state registration of a nonresident legal entity in its country of location;
- employment agreement (contract, order, protocol, charter or other document) of the head of the legal entity, which contains information about the term and scope of its powers;
- a document certifying the identity of the head;
- a document certifying the person (persons) who will perform the powers of the broker (brokers).

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

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

In case of accreditation and conclusion of an Exchange Place Lease Agreement or conclusion of an additional agreement to such an agreement, in order to obtain the right to participate in exchange trading in exchange trading on the short-term market in the direction of "Natural Gas", legal entities and individuals - entrepreneurs, additionally must meet the requirements established by the Rules of organization of exchange trade on the short-term natural gas market on the commodity exchange

- Limited Liability Company "Ukrainian Energy Exchange" and Regulations of exchange trade on the short-term natural gas market using the trading platform of the commodity exchange - Limited Liability Company "exchange". Subject to these requirements, a non-permanent member of the Exchange may participate (is allowed to participate) in the electronic exchange trades specified in this paragraph.

In the case of accreditation and the conclusion of a lease agreement or the conclusion of an additional agreement to such an agreement, in order to obtain the right to participate in exchange trading in exchange trading on the market of natural gas stored in gas storage facilities in the customs regime "customs warehouse" in the direction of "Natural Gas", legal entities and natural persons - entrepreneurs, must additionally meet the requirements established by the Regulations of exchange trade in natural gas stored in gas storage facilities in the customs regime "customs warehouse", on the commodity exchange - Limited Liability Company "Ukrainian Energy exchange". Subject to these requirements, a non-permanent member of the Exchange may participate (allowed to participate) in electronic exchange trading, which is defined in this paragraph.

In the case of accreditation and conclusion of exchange place lease agreement or conclusion of an additional agreement to such an agreement, in order to obtain the right to participate in exchange trading in exchange trading in the market of natural gas stored in gas storage facilities under customs regime "customs warehouse" in the direction "Natural Gas ", legal entities and natural persons - entrepreneurs, must additionally meet the requirements established by the Regulations of exchange trade in natural gas stored in gas storage facilities under the customs regime "customs warehouse", at the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter referred to as the Regulations). In case of fulfillment these requirements, a non-permanent member of the Exchange may participate (allowed to participate) in electronic exchange trading, which is defined in this paragraph. At the same time, the requirements for concluding additional agreements (to bring in line with the current version) to the exchange place lease agreement and / or agreement on the use of analogue handwritten signature (AHS) do not apply to participants who have passed proper accreditation before 04.11.2021.

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

After receiving from the authorized body of the Exchange a positive decision on granting permission to lease the exchange place, verification of the documents provided by the Exchange, payment by the applicant to the current (bank) account of the Exchange guaranteed balance in the amount 10 000 (ten thousand) hryvnias, a permanent member of the Exchange enters into an Exchange Place Lease Agreement with a legal entity or an individual entrepreneur. The guaranteed balance of funds is paid exclusively by residents of Ukraine on a mandatory basis, except in cases in respect of which the Exchange Committee has made a separate decision.

The guaranteed balance is returned within 3 (three) banking days from the date of receipt of a written application from a non-permanent member of the Exchange (brokerage office) indicating the bank details of a non-permanent member of the Exchange (brokerage office) to return the guaranteed balance with signature and seal (if any), transferred in any convenient way (by facsimile, e - mail) with subsequent sending of the original by mail, courier, etc. including the provision of documents.

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

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

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

Where:

ЦУ - the final transaction price for calculating the cost of renting a commodity exchange;

ПЦ - preliminary price;

К - exchange rate according to the NBU of the currency of the previous price to the currency of the trading session on the trading date;

СД - starting differential;

ДУ - the final differential according to the agreement.

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

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

Where:

ЦУ - the final transaction price for calculating the cost of renting a commodity exchange; ПЦ - preliminary price;

ПЦ - starting factor;

СК - the final ratio according to the agreement.

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

Non-residents of Ukraine pay the cost of lease an exchange place in US dollars or Euros, depending on the currency of the trading session. From the day of concluding the Exchange Lease Agreement, the applicant acquires the status of a non-permanent member of the Exchange (brokerage office) and receives the Certificate of an Exchange member (non-permanent).

The certificate of a member of the Exchange (non-permanent) is provided in person, sent by mail or transferred in another convenient way to the applicant by the Exchange.

A non-permanent member of the Exchange (brokerage office) is assigned a number, which is indicated in the Certificate of an Exchange member (non-permanent) and the Exchange Place Lease Agreement.

To participate in electronic exchange trades after receiving the Exchange Place Lease Agreement and the Exchange Member Certificate (non-permanent), the head of the non-permanent Exchange member (brokerage office) and (or) the person (s) who will perform the powers of the broker (brokers) (required) to take a training course at PP BETS. In order to be able to carry out exchange transactions in PP BETS, non-permanent members of the Exchange are obliged to conclude an agreement with the Exchange on the use of an analogue of a handwritten signature in PP BETS and (or) obtain an electronic signature recommended by the Exchange, provide the Exchange with a public key certificate. After depositing the guaranteed balance of funds, training in PP BETS and accreditation on the Exchange, brokers are issued a Broker's Certificate, Broker's Accreditation Card, login and password for access to PP BETS,

Information on the assigned login, password and unique personal identifier of the AHS is provided to the broker of a non-permanent member of the Exchange or his authorized person on the basis of a power of attorney (Appendix №9).

To participate in electronic exchange trading, non-permanent members of the Exchange enter into an agreement with the Exchange on the use of an analogue of a handwritten signature in PP BETS (Appendix №7) for a resident of Ukraine or (Appendix №8) and (or) independently receive in one of the Exchange certification public key and electronic signature keys according to the Law of Ukraine "On electronic trust services". The key certification center is chosen by legal entities and natural persons-entrepreneurs independently. Non-residents of Ukraine use only a unique personal AHS identifier.

After concluding an agreement with the Exchange on the use of an analogue of a handwritten signature in PP BETS and / or providing the applicant with a public key certificate in any convenient way, depositing a guaranteed balance and training brokers on the Exchange, a non-permanent member of the Exchange may participate in electronic trading in PP BETS.

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

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

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

2.8. Documents confirming the right of a legal entity or a natural person-entrepreneur to participate in electronic exchange trading and carry out exchange transactions on the Exchange as a non-permanent member of the Exchange (brokerage office) are the Exchange Place Lease Agreement, Non-Permanent Exchange Certificate, Broker's Certificate.

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

2.10. Non-permanent members of the Exchange must provide the Exchange with information / documents on all changes in the information and documents provided by them for concluding the

Exchange Lease Agreement within 3 (three) working days from the date of entry into force of such changes. In case of detection The Exchange has the right to change the information and documents of a non-permanent member of the Exchange, about which he did not provide information in due time (ten working days), without notice and decision of the authorized body of the Exchange (whose competence includes consideration of suspension) termination of admission of a bidder to participate in exchange trading), suspend or limit the admission of a bidder to participate in exchange trading until it provides information on all changes in its information and documents.

Members of the Exchange are responsible for and risks of adverse consequences (including property) in the cases listed below:

- the reliability of the information contained in the documents and information provided by applicants / members of the Exchange for concluding a lease agreement, providing access to PP BETS and / or participation in exchange trading;
- non-submission / untimely submission to the Exchange of information / documents on all changes in information and documents provided by them for concluding an exchange place lease agreement, granting access to PP BETS and / or participation in exchange trading;
- actions performed by the Exchange on the basis of documents and information provided by them.

3. Termination of membership in the Exchange

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

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

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

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

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

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

3.2. In case of expiration of the lease term of the exchange place, legal entities and natural persons - entrepreneurs resident of Ukraine, who intend to further participate in electronic exchange trading, to acquire the status of a member of the Exchange enter into a new Exchange place lease agreement. section 2. "Lease of exchange places" of this Regulation.

Appendix № 1

*to the Regulations on lease of exchange places on the commodity exchange -
Ukrainian Energy Exchange Limited Liability Company*

STATEMENT
(for legal entities or natural persons-entrepreneurs)

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

Accreditation by areas:

Areas in which you want to carry out exchange operations:

	"Coal products"
	"Natural gas"
	"Liquefied gas"
	"Oil and gas condensate"
	"Oil products"
	"Raw materials and other products"
	"Fertilizers"

Term of lease of an exchange place (months)

Company information:

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

Legal address:

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

Legal address (in English)

Mailing address:

Index

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

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

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

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Current (current) account - 1

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

Information about the head:

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

Document type (specify favorites)

* passport * ID card

Passport data of the person:

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

Head ID card data:

Document №
 Date of issue
 Authority that issued
 Head identification number

List of persons who will perform the powers of brokers:

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

Document type (specify needed)

* passport

* ID card

Passport data of the person:

series

№

issued by

date of issue (record format: H.M.Y)

Person ID card details:

Document №

Date of issue

Authority that issued

Person identification number

--

Residence address of the person

--

Person's email

--

Person's phone (working) (recording format:
+ 380XXXXXXXXX)

--

Person's phone (mobile) (recording format:
+ 380XXXXXXXXX)

--

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

Extract or extract from the unified state register of legal entities and natural persons-entrepreneurs issued not later than 1 month prior to its submission to the Exchange

* Download the document

Charter of a legal entity

* Download the document

Balance sheet and report on financial results for the last reporting period with the appropriate mark of the statistical body

* Download the document

Decision on appointment of the head of the legal entity

* Download the document

Passport and certificate of assignment of identification number of the head of the legal entity (individual - entrepreneur)

* Download the document

Passport and certificate of assignment of the identification number of the person (persons) who will perform the powers of the broker (brokers), if the powers of the broker will be performed not by the head (or not only the head) of the legal entity

* Download the document

Power of attorney (powers of attorney) for the person (persons) who will (will) perform the powers of the broker

* Download the document

(brokers)

Questionnaire-questionnaire of the client (participant of exchange trades)

* Download the document

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

With the Rules of the Limited Liability Company "Ukrainian Energy Exchange", the Rules of Exchange Trade on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange", the Regulations on Lease Exchange places on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" Regulations for electronic exchange trading on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" and Tariffs for commodity exchange services - Limited Liability Company "Ukrainian Energy Exchange" are acquainted. We undertake to comply.

We guarantee payment.

Appendix № 2

*to the Regulations on lease of exchange places on the commodity exchange -
Ukrainian Energy Exchange Limited Liability Company*

Ref. № _____

dd _____

**Chairman of the Exchange Committee
Ukrainian Energy Exchange Limited Liability
Company**

01001, Kyiv, Khreshchatyk, Str., 44

Statement

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

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

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

Postal address:

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

Legal address (in English)

--

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

Passport data of the head:

series	
№	
issued by	
date of issue	

Head ID card data:

Document №	
Date of issue	
Authority that issued	

Head identification number	
----------------------------	--

Current (for settlement) account - 1

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

Current (current) account - 2

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

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

Name of the person	
Position of the person	

Passport data of the person:

series	
№	
issued by	
date of issue	

Person ID card details:

Document №
Date of issue
Authority that issued

Person identification number

--

Residence address of the person
Person's email
Person's phone (working)
Person's phone (mobile)

***We wish to carry out exchange operations on sections
in the directions:***

--

Term of lease of an exchange place _____ months

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

With the Rules of the Limited Liability Company "Ukrainian Energy Exchange", the Rules of Exchange Trade on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange", the Rules of Exchange Trade on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange", the Regulations on lease of exchange places on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange", Regulations for electronic exchange trading on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" and Tariffs for commodity exchange services - Limited Liability Company "Ukrainian Energy Exchange". We undertake to comply.

We guarantee payment.

(position of head)

(signature)

(Full name)

MESSAGE

Pursuant to the second part of Article 12 of the Law of Ukraine "On Personal Data Protection" dated 01.06.2010 №2297-VI (hereinafter - the Law №2297), the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) announces that your personal data is included in the **Personal Database "Individuals whose personal data are processed in the course of business activities"** (hereinafter - the Personal Database), which is owned by the Exchange. Composition and content of personal data processed in the Personal Database: identification data (surname, name, patronymic); passport data, registration number of the taxpayer's account card (identification number); place of residence according to state registration; payment details in banking institutions; documents on state registration; taxpayer's certificate; electronic identification data (e-mail address, website, telephone) and others. Personal data in the Personal Database are processed in the automated system 1C and in the form of files (in agreements, contracts, acts of acceptance and transfer of services provided (work performed), invoices, registration logs, 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 submitted written non-disclosure obligations of personal data entrusted to them or which 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 Commercial Code of Ukraine, the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", etc. , in accordance with the Charter of the Exchange). According to Article 8 of the Law №2297, you, as a personal data subject, have the right to: 1) know about the sources of collection, location of your personal data, purpose of their processing, location of the personal data owner or give a corresponding order to obtain this information to your authorized persons , except as provided by law; 2) receive information on the conditions for granting access to personal data, in particular information on third parties, to which your personal data is transferred; 3) access to their personal data; 4) receive no later than 30 calendar days from the date of receipt of the request, except as provided by law, an answer as to whether your personal data is processed, as well as receive the content of such personal data; 5) make a reasoned request to the owner of personal

data with an objection to the processing of your personal data; 6) make a reasoned request to change or destroy your personal data by the owner of personal data, if this data is processed illegally or is inaccurate; 7) to protect your personal data from illegal processing and accidental loss, destruction, damage due to intentional concealment, non-provision or late provision, as well as to protect against the provision of information, that are unreliable or disgrace the honor, dignity and business reputation of an individual; 8) apply to the Commissioner of the Verkhovna Rada of Ukraine for Human Rights or to the court with complaints about the processing of your personal data; 9) apply legal remedies in case of violation of the legislation on personal data protection; 10) make reservations regarding the restriction of the right to the processing of 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 personal data protection; 10) make reservations regarding the restriction of the right to the processing of 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 notification was received: _____ « » _____ **20**__

(signature of an individual) (full name)

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



Увага! Відповідні поля анкети обов'язково заповнюються англійською та українською мовами

(Attention! The corresponding fields of the application form shall be filled up in English and Ukrainian).

Statement
Application-questionnaire

Інформація про компанію (Information about the company):

Назва компанії (повна) (Company name (full))	
Назва компанії (скорочена) (Company name (abbreviate))	
Форма власності (Form of ownership)	
Країна реєстрації (Country of registration)	
Дата реєстрації (Date of registration)	
Орган реєстрації (Registration Authority)	
Реквізити свідоцтва про реєстрацію або виписки з банківського, торговельного або судового реєстру (Details of the registration certificate or extract from the banking, trading or court register)	
Місцезнаходження (Location)	
Телефон (Phone number)	
Телефон/факс (Phone/Fax)	

E-mail	
Назва банку (Name of the Bank)	
Адреса банку (Bank address)	
Банківські реквізити (USD) (Bank details (USD))	
Банківські реквізити (EUR) (Bank details (EUR))	
ПІБ керівника (Name of Head)	
Посада керівника (Position of Head)	
Керівник діє на підставі (Head is acting by virtue of)	
ПІБ уповноваженої особи / Брокера (Name of the authorized person / broker)	
Уповноважена особа діє на підставі (Authorized person is acting by virtue of)	

Documents required for concluding the Exchange Place Lease Agreement and granting the right to participate in trading (Documents necessary for the conclusion of the Agreement on the lease of exchange place and granting the right to participate in trading):

- Документ з торговельного, банківського або судового реєстру тощо, виданого не пізніше, ніж за місяць до дати подання документів для акредитації (крім реєстраційного посвідчення) уповноваженим органом іноземної держави, що підтверджує державну реєстрацію юридичної особи-нерезидента в країні її місцезнаходження.
(A document from the trade, banking or court register, etc., issued no later than one month before the date of submission of documents for accreditation (except for registration certificate) by an authorized authority of a foreign state, confirming state registration of a nonresident legal entity in its location.).
- Довідка з банку, в якому відкрито рахунок нерезидента, про номер банківського рахунку.
(Bank Certificate where the account is opened for non-resident, about bank account number).
- Довідка за підписом уповноваженої особи з печаткою юридичної особи - нерезидента, що містить інформацію про структуру власності, кінцевих бенефіціарних власників (контролерів) та зміст (види) діяльності, видана не пізніше, ніж за місяць до дати подання документів;
(Certificate (Inquiry) signed and sealed by the authorized representative of the non-resident legal entity containing information on ownership structure, ultimate beneficial owners (controllers) and

content (types) of activities), issued not later than one month before the date of submission of documents).

- Трудовий договір (контракт, наказ, протокол, статут або інший документ) керівника юридичної особи, який містить відомості про строк та обсяги його повноважень.
(Employment agreement (contract, order, report, charter or other document) of Head of a legal entity that contains information about the term and scope of his powers).
- Документ, що засвідчує особу керівника.
(Document proving the identity of Head).
- Документ, що засвідчує особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів);
(A document proving identity of a person (s) authorized to perform as a broker (brokers)).
- Довіреність (довіреностей) на особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів), оформленої відповідно до законів країни-місцезнаходження нерезидента.
(Power of Attorney for an authorized representative (representatives) of a non-resident legal entity that is (are) to serve as a broker (brokers), issued in accordance with the laws of the country of location of the non-resident.).

* Документи надаються на мові оригіналу і перекладом на українську мову
(Documents shall be provided in the original language and translated into Ukrainian)

Printed on the letterhead of the legal entity.

POWER OF ATTORNEY №__

city _____ « _____ » _____ 20__

(full name of the legal entity)

Company (EDRPOU) code _____ ,

(location of the legal entity)

In the person of _____

acting on the basis of _____ „

by this power of attorney authorizes _____ as a

Broker

(Name)

(passport series _____ № _____ issued

_____, _____ year, identification number

_____, to represent the interests of _____ as a

brokerage office (non-permanent member of the exchange) and / or its clients (note: indicate necessary) at the exchange trade on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange) at carrying out activities related to exchange trading, for which the Broker is given the following powers:

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

- perform all necessary actions for the purchase and / or sale (supply, exchange) of exchange goods and perform all other actions related to the execution of this Power of Attorney (note: indicate restrictions on actions in case of their presence).

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

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

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

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

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

Kyiv

" _____ " _____ 20 ____

_____ « _____ » (hereinafter - the Lessor), represented by _____, acting on the basis of _____, on the one hand, and

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

1. Subject of the Agreement

1.1. According to the decision of the Exchange Committee of the Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange Committee) and the terms of this Agreement, the Lessor who is a Member of the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Exchange or LLC "Ukrainian Energy Exchange"), undertakes to provide the Lessee with an exchange place on the Exchange and provide other related services for the term of this Agreement, and the latter undertakes to accept the Exchange place on the Exchange and pay the cost of its rent in the manner and on conditions determined by this Agreement.

1.2. The subject of this Agreement is the regulation of relations between the Parties to grant the Lessee the right to participate in exchange trading, exchange operations and provide exchange services to third parties (clients) on the commodity exchange - LLC "Ukrainian Energy Exchange", as well as other related services during the term of this Agreement in the section (s) in the direction (s) specified in Annex №1 to this Agreement.

1.3. After concluding this Agreement and making payments under it, the Lessee acquires the status of a non-permanent member of the Exchange (brokerage office). The Exchange issues to the non-permanent member the Certificate of the Exchange member (non-permanent) and gives the right to participate in the exchange trades on the Exchange, including electronic ones, and the number _____ is assigned to it.

1.4. By concluding this Agreement, the Lessee confirms that he is acquainted with the Rules of the Limited Liability Company "Ukrainian Energy Exchange", the Rules of Exchange Trading on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Rules), the Regulations of electronic trading on Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Regulations), Regulations of exchange trade in natural gas stored in gas storage facilities in the customs regime "customs warehouse", on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter referred to as the UGS Regulation),

1.5. Under this Agreement, the Lessor provides the Lessee with services related to the activities of a permanent member of the Exchange (brokerage office), and are necessary to ensure the proper implementation of the Lessee's exchange transactions in oral, written or electronic form. The scope

and procedure for providing these services is determined by the Lessor independently and does not require additional or prior approval by the Parties.

1.6. The services specified in clause 1.5 of this Agreement include, in particular, but not limited to, advising on the application of special legislation and internal documents of the Exchange, concluding and executing agreements, signing exchange certificates, passing exchange procedures, conducting analytical work or providing analytical information in the field of market research, pricing policy, study, research and analysis of consumer demand, services for collecting and disseminating information about products (works, services), information or consulting in the field of exchange trading or brokerage services, dissemination of information about the Lessee or product, in order to or to maintain the awareness of consumers of advertising and their interest in the Lessee or the product, the provision of other consulting services.

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

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

2. Rights and obligations of the Parties

2.1. The Lessor has the right to:

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

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

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

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

2.2. Responsibilities of the Lessee:

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

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

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

2.2.4. In case of payment of the guaranteed balance by the Lessee, ensure return by the Exchange to the Lessee of the Guaranteed balance of funds (its balance) within 3 (three) banking days from the termination of this agreement and receipt of a written application of the Lessee indicating bank

details (if any), subject to full fulfillment of obligations to the Exchange.

2.2.5. Keep trade secrets, confidential information about the Lessee in accordance with the Law of Ukraine "On Commodity Exchange" and other regulations of Ukraine.

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

2.3. The Lessee has the right to:

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

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

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

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

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

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

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

2.4. Responsibilities of the Lessee:

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

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

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

2.4.4. Conclude an agreement with the Exchange on the use of an analogue of a handwritten signature in PP BETS and (or) provide the Exchange with an EDS public key certificate in accordance with the Regulations.

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

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

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

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

Lessee and the Exchange.

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

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

3. Lease term

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

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

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

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

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

4. Lease payment

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

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

5. Liability of the Parties

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

5.2. In case of violation by the Lessee of the Exchange Rules (including internal documents of the Exchange, which apply to the Exchange activities and are an integral part of the Rules), non-compliance with lawful decisions of the Exchange Committee and orders of the Exchange

management, the Exchange has the right to exclude such member based on the decision of the Exchange Committee.

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

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

5.5. The Exchange has the right to exclude the Lessee from the non-permanent members of the Exchange on the basis of the decision of the Exchange Committee, if the term of the debt is more than 10 (ten) working days.

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

6. Other conditions

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

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

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

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

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

6.6. After signing this Agreement by the Parties, the Lessee is issued a Certificate of Exchange member (non-permanent).

6.7. The Head of the Lessee and (or) the person (s) who will (will) perform the powers of a broker (brokers) in PP BETS is obliged to take a training course in PP BETS and accreditation on the commodity exchange - LLC "Ukrainian Energy Exchange", enter into an agreement with the Exchange on the use of an analogue of a handwritten signature in PP BETS or provide the Exchange's accreditation department with a public key certificate, obtain the Broker's Accreditation Card (s) and the Broker's Certificate (s).

6.8. After fulfillment of item 6.6, item 6.7. of this Agreement, the Lessee has the right to participate in electronic exchange trading and exchange operations on the Exchange, in accordance with the Rules and current legislation of Ukraine.

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

6.10. This Agreement is concluded in two original copies in the Ukrainian language, one for the

Lessor and the Lessee. All copies have the same legal force.

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

7. Legal details and signatures of the Parties

Lessor

Address: _____

Details: _____

identification code _____

ITN _____

Phones: _____

Fax: _____

E-mail: _____

(position) signature (full name)

Stamp (if available)

Lessee

Address: _____

Details: _____

identification code _____

ITN _____

Phones: _____

Fax: _____

E-mail: _____

(position) signature (full name)

Stamp (if available)

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

1. Implementation of exchange activities

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

1.2. Exchange activity may not be carried out in the section (s) organized for electronic exchange trading for export.

2. Guaranteed balance of funds

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

3. Lease term

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

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

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

4. Lease payment

4.1. For all sections in the selected areas, the rent for the entire rental period is (____) UAH 00 kop. incl. VAT. The lessee pays the rent of the exchange place in the amount of (____) UAH 00 kop. incl. VAT on the basis of the invoice. The rent is paid by the Lessee to the Landlord's account within 7 (seven) calendar days from the date of receipt of the invoice.

4.2. For all sections in the selected areas, the rent is ____ (_____) % of the amount of transactions concluded on the Exchange, including VAT. The Lessee pays the rental price of the exchange place on the basis of the invoice issued upon completion of the trading session in PP BETS, within 3 (three) banking days from the date of invoicing.

Lessor _____

Address: _____

Details: _____

identification code _____

ITN _____

Phones: _____

Fax: _____

E-mail: _____

(position) signature (UPS)

Lessee _____

Address: _____

Details: _____

identification code _____

ITN _____

Phones: _____

Fax: _____

E-mail: _____

(position) signature (UPS)

seal (in the presence)

seal (in the presence)

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

2. Rights and obligations of the Parties

2.1. The Lessor has the right:

2.1.1. Timely receipt of lease payment from the Lessee for the use of the exchange place on the Exchange.

2.1.2. To terminate this Agreement under clause 3.2. of this Agreement.

2.1.3. To carry out other functions stipulated by the current legislation of Ukraine, the Exchange Charter, Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company Rules, Regulation, Regulation CW, Regulation on the lease of exchange places on commodity exchange - Limited Liability Company «Ukrainian Energy Exchange» and other internal documents of the Exchange which apply to exchange activity.

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

2.2. Obligations of the Lessor:

2.2.1. To provide the Lessee with the use of the exchange place on the Exchange for a period and in the manner and on the terms provided in this Agreement.

2.2.2. For the realization of the right to participate in electronic exchange trading, the implementation of exchange operations and the provision of exchange services by the Lessee to third parties (clients) to ensure the issuance by the Exchange of the login (s) and password) to access to the Software Product «Electronic Exchange Trading System», Software Product "Exchange Electronic Trading System" in the version "UGS - Customs Warehouse" (hereinafter - PP BETS) to a person (s) who took a training course on work in PP BETS, accredited at Exchange and shall

1.4. Укладаючи цей Договір, Орендар підтверджує, що він ознайомлений з Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правилами біржової торгівлі на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Правила), Регламентом проведення електронних біржових торгів на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Регламент), Регламентом біржової торгівлі природним газом, що зберігається в газосховищах в митному режимі «митний склад», на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Регламент ПСГ), Положенням про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Положення) та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність.

2. Права та обов'язки Сторін

2.1. Орендодавець має право:

2.1.1. На своєчасне отримання орендної плати від Орендаря за користування біржовим місцем на Біржі.

2.1.2. Розірвати даний Договір, згідно п. 3.2. даного Договору.

2.1.3. Здійснювати інші функції, передбачені чинним законодавством України, Статутом Біржі, Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правилами, Регламентом, Регламентом ПСГ, Положенням та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність.

2.1.4. Використовувати інформацію про факт укладення цього Договору із зазначенням Орендаря (торговельної марки та/або комерційного найменування Орендаря, тощо) і предмета цього Договору в рекламно-маркетингових цілях при публікації в засобах масової інформації, включаючи, але не обмежуючись друкованими, радіо, телебаченням, електронними, на Інтернет-сайті Орендодавця, у прес-релізах та інших формах інформування.

2.2. Обов'язки Орендодавця:

2.2.1. Надати Орендареві у користування біржове місце на Біржі на строк в порядку та на умовах, передбачених цим Договором.

2.2.2. Для реалізації права на участь в електронних біржових торгах, здійснення біржових операцій та надання біржових послуг Орендарем третім особам (клієнтам) забезпечити видачу Біржею логіну (ів) та паролю (ів) доступу до Програмного продукту «Біржова електронна торгова система», до Програмного продукту «Біржова електронна торгова система», Програмного продукту «Біржова електронна

<p>exercise the powers of the broker (brokers) of the Lessee.</p> <p>2.2.3. To provide the Lessee with the opportunity to be present in trading-operational halls of the Exchange, to use the equipment of the Exchange, to submit applications for purchase / sale (supply, barter) of goods, to conclude exchange transactions on the Exchange and documents related to the execution of exchange transactions, not to interfere with the Lessee in the implementation of this activity.</p> <p>2.2.4. To keep a commercial secret, confidential information about the Lessee in accordance with the Law of Ukraine «On commodity exchange» and other normative acts of Ukraine.</p> <p>2.2.5. On time, accurately and in full to carry out all other obligations under this Agreement.</p> <p>2.3. The Lessee has the right:</p> <p>2.3.1. To appoint representatives-brokers for participation in exchange trading on the basis of Power of Attorney and accredit them to carry out exchange operations on the Exchange.</p> <p>2.3.2. To perform in person or by broker exchange transactions on the Exchange and, if representing the interests of a third party, to get reward for it.</p> <p>2.3.3. To mediate in the conclusion of exchange transactions on the Exchange.</p> <p>2.3.4. To represent the interests of its customers by executing exchange operations and conclusion of exchange transactions and other actions related to the execution of exchange transactions, on the basis of a contract of delegation concluded with the client.</p> <p>2.3.5. While providing mediation services in sale or purchase (supply, barter) to be present in trading-operational halls of the Exchange, to use the equipment of the Exchange, assistance of Exchange employees, to submit applications for purchase / sale (supply, barter) of goods, to conclude exchange transactions on the Exchange and perform other actions related to the execution of exchange transactions, Exchange Rules and other internal documents of the Exchange which apply to exchange activity.</p> <p>2.3.6. To exercise other rights of non-permanent Exchange member, provided by the current legislation of Ukraine, Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company, the Exchange Charter, Rules, Regulation, Regulation on the lease of exchange places on commodity exchange - Limited Liability Company «Ukrainian Energy Exchange» and other internal documents of the Exchange which apply to exchange activity.</p> <p>2.4. Obligations of the Lessee:</p>	<p>торгова система» у версії «ПСГ – митний склад» (далі – ПП БЕТС) особі (особам), яка пройшла (ли) курс навчання роботи в ПП БЕТС, акредитацію на товарній біржі - ТОВ «Українська енергетична біржа» та буде (будуть) виконувати повноваження брокера (брокерів) Орендаря.</p> <p>2.2.3. Надати Орендареві можливість перебувати в торгово-операційних залах Біржі, користуватися обладнанням Біржі, подавати заявки на купівлю/продаж (поставку, міну) товарів, укласти біржові угоди на Біржі та документи, пов'язані з виконанням біржових угод, не перешкоджати Орендареві у здійсненні цієї діяльності.</p> <p>2.2.4. Зберігати комерційну таємницю, конфіденційну інформацію про Орендаря згідно з Законом України «Про товарну біржу» та іншими нормативними актами України.</p> <p>2.2.5. Вчасно, якісно і в повному обсязі виконувати всі інші зобов'язання за цим Договором.</p> <p>2.3. Орендар має право:</p> <p>2.3.1. Призначати представників-брокерів для участі у біржових торгах відповідно до Положення та акредитувати їх для здійснення біржових операцій на Біржі.</p> <p>2.3.2. Здійснювати самостійно або через свого брокера біржові операції на Біржі та, якщо представляє інтереси третьої особи, отримувати за це винагороду.</p> <p>2.3.3. Здійснювати посередництво при укладанні біржових угод на Біржі.</p> <p>2.3.4. Представляти інтереси своїх клієнтів шляхом ведення біржових операцій і укладання біржових угод та вчинення інших дій, пов'язаних з виконанням біржових угод, на підставі договору доручення, укладеного з відповідним клієнтом.</p> <p>2.3.5. При здійсненні посередництва при продажу чи купівлі (поставці, міні) знаходитись в торгово – операційній залі Біржі, користуватись обладнанням Біржі, допомогою працівників Біржі, подавати заявки на купівлю/продаж (поставку, міну) товарів, укласти біржові угоди на Біржі та вчиняти інші дії, пов'язані з виконанням біржових угод, Правил Біржі та інших внутрішніх документів Біржі, що поширюються на біржову діяльність.</p> <p>2.3.6. Користуватись іншими правами непостійного члена Біржі, передбаченими чинним законодавством України, Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правилами, Регламентом, Положенням про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» та іншими внутрішніми документами Біржі, що поширюються на біржову діяльність.</p> <p>2.4. Обов'язки Орендаря:</p>
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<p>2.4.1. Promptly pay the Lessor the rent for the use of the exchange place.</p> <p>2.4.2. Adhering to the Charter, Rules, Regulation, Regulation CW other internal documents of the Exchange which apply to exchange activity, decisions of the Exchange Committee and orders of the leadership of the Exchange.</p> <p>2.4.3. To gain access to PP BETS the Lessee have to send the person (s) who is (are) to exercise the powers of the broker (brokers) on the training course of work in PP BETS at Exchange after the signing of this Agreement.</p> <p>2.4.4. To conclude with the Exchange an Agreement on the use of Analogue Handwritten Signature in PP BETS and / or to provide to the Exchange with the certificate of the open key digital signature in accordance with the Regulation on the lease of exchange places on commodity exchange - Limited Liability Company «Ukrainian Energy Exchange».</p> <p>2.4.5. To meet obligations on concluded exchange transactions and to conclude, sign all necessary documents and perform obligations there under in accordance with the Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company, Rules, Regulations, Regulation CW and other internal documents of the Exchange which apply to exchange activity.</p> <p>2.4.6. To provide necessary information and documents in accordance with the requirements of the Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company, Rules, Regulations, Regulation CW and other internal documents of the Exchange which apply to exchange activity.</p> <p>2.4.7. Keep secrecy of customer's orders and transactions that are performed with the participation of the Lessee and of the Exchange.</p> <p>2.4.8. Not to disclose confidential information and commercial secret of the Exchange.</p> <p>2.4.9. In writing inform the Lessor of all changes made into provided by the Lessee documents to enter into this Agreement, including address changes and details within 10 (ten) calendar days from the date of entry into force of such changes.</p> <p>3. Lease duration</p> <p>3.1. Lease period of exchange place is: from «__» ____20__ to «__» ____20__.</p> <p>3.2. This Agreement may be terminated on the following grounds:</p> <ul style="list-style-type: none"> - in case of acceptance by the Lessor and / or the Exchange decisions on the exclusion of a Lessee from the non-permanent membership list of the Exchange for violation of the Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company, Rules (including internal 	<p>2.4.1. Своєчасно сплачувати Орендодавцю орендну плату за користування біржовим місцем.</p> <p>2.4.2. Дотримуватись Правил, Регламенту, Регламенту ПСГ інших внутрішніх документів Біржі, що поширюються на біржову діяльність, рішень Біржового комітету та розпоряджень керівництва Біржі.</p> <p>2.4.3. Для отримання доступу Орендаря до ПП БЕТС направити на курс навчання роботи у ПП БЕТС на товарній біржі – ТОВ «Українська енергетична біржа» особу (осіб), що буде (будуть) виконувати повноваження брокера (брокерів) після підписання цього Договору.</p> <p>2.4.4. Укласти з Біржею угоду про використання аналога власноручного підпису в ПП БЕТС та (або) надати Біржі сертифікат відкритого ключа ЕЦП у відповідності до Положення про надання в оренду біржових місць на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа».</p> <p>2.4.5. Виконувати зобов'язання за укладеними біржовими угодами та укладати, підписувати всі необхідні документи і виконувати зобов'язання за ними відповідно до Правил Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правил, Регламенту, Регламенту ПСГ та інших внутрішніх документів Біржі, що поширюються на біржову діяльність.</p> <p>2.4.6. Надавати необхідну інформацію та документи згідно з вимогами Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правил, Регламенту, Регламенту ПСГ та інших внутрішніх документів Біржі, що поширюються на біржову діяльність.</p> <p>2.4.7. Зберігати таємницю доручень та операцій клієнтів, що виконуються за участю Орендаря та Біржі.</p> <p>2.4.8. Не розголошувати конфіденційну інформацію та комерційну таємницю Біржі.</p> <p>2.4.9. Письмово інформувати Орендодавця про всі зміни, внесені в надані Орендарем для укладення даного Договору документи, у тому числі про зміну адреси та реквізитів, протягом 10 (десяти) календарних днів з дня набрання чинності таких змін.</p> <p>3. Строк оренди</p> <p>3.1. Строк оренди біржового місця складає: з «__» ____20__ р. по «__» ____20__ р.</p> <p>3.2. Даний Договір може бути розірваний за таких підстав:</p> <ul style="list-style-type: none"> - у випадку прийняття Орендодавцем та (або) Біржею рішення про виключення Орендаря із числа непостійних членів Біржі за порушення Правилами Товариства з обмеженою відповідальністю «Українська енергетична біржа», Правил (у тому числі внутрішніх документів Біржі, що поширюються на
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documents of the Exchange which apply to exchange activity, and is an integral part of the Rules) and the Charter of the Exchange, failure to comply with lawful decisions of the Exchange Committee and orders of the leadership of the Exchange, the Lessor and / or the Exchange in writing warn the Lessee within 3 (three) calendar days from the date of such decision;

- in case of Lessee's intention to terminate this Agreement, the Lessee shall warn the Lessor in writing in 14 (fourteen) calendar days;

-in case of the Landlord's intention to terminate this Agreement, of which the Lessor shall notify the Lessee in writing within 14 (fourteen) calendar days. In this case, this Agreement will be considered terminated after 14 (fourteen) calendar days from the date of sending by the Landlord to the address of the Lessee notice of early termination of the Agreement.

3.3. Extension of lease of exchange place shall be made by conclusion of the Additional agreement to the present Agreement. Thus the Lessee pays the rental fee of the exchange place according to the established tariffs at the time of signing the Additional agreement for the period of extended validity of this Agreement.

3.4. The lease term may be shortened only with the consent of the Parties.

4. Rental fee

4.1. Rental fee is _____.

4.2. The Lessee pays the cost of lease of the exchange place on the basis of the invoice issued by the Lessor within 3 (three) banking days from the date of invoice.

4.3. Payment type - Bank transfer. Bank charges and other mandatory payments for the transfer of funds is paid by the Lessee.

5. Liability of the parties

5.1. For non-performance or improper performance of the terms of this Agreement the Parties bear responsibility according to the current legislation of Ukraine.

5.2. In case of violation by the Lessee of the Charter, Rules of exchange trading on commodity exchange - Ukrainian Energy Exchange Limited Liability Company, and the Rules of the Exchange (including internal documents of the Exchange which apply to exchange activity), failure to comply with lawful decisions of the Exchange Committee and the orders of the leadership of the Exchange, the Exchange may exclude such member from the non-permanent member list of the Exchange on the basis of the decision of the Exchange Committee.

5.3. In case of violation of clause 4.2 hereof, the Exchange at the request of the Lessor has the right to suspend Lessee's technical access to PP BETS or to limit

біржову діяльність), невиконання законних рішень Біржового комітету та розпоряджень керівництва Біржі, про що Орендодавець та (або) Біржа письмово попереджають Орендаря протягом 3 (трьох) календарних днів з дня прийняття такого рішення;

- у випадку наміру Орендаря щодо припинення даного Договору, про що Орендар письмово попереджає Орендодавця за 14 (чотирнадцять) календарних днів, шляхом направлення Біржі та Орендодавцю заяви про припинення членства;

- у випадку наміру Орендодавця щодо припинення даного Договору, про що Орендодавець письмово попереджає Орендаря за 14 (чотирнадцять) календарних днів. У даному разі цей Договір буде вважатися припиненим після закінчення 14 (чотирнадцяти) календарних днів з моменту направлення Орендодавцем на адресу Орендаря повідомлення про дострокове припинення Договору.

3.3. Продовження терміну оренди біржового місця здійснюється шляхом укладання Додаткової угоди до цього Договору. При цьому Орендар оплачує вартість оренди біржового місця згідно з встановленими тарифами на момент підписання Додаткової угоди за період, на який продовжується дія цього Договору.

3.4. Термін оренди може бути скорочений лише за згодою Сторін.

4. Орендна плата

4.1. Орендна плата складає _____.

4.2. Орендар оплачує вартість оренди біржового місця на підставі рахунку, виставленого Орендодавцем протягом 3 (трьох) банківських днів з моменту виставлення рахунку.

4.3. Вид платежу – банківський переказ, банківська комісія та інші обов'язкові платежі за переказ коштів оплачується за рахунок орендаря.

5. Відповідальність Сторін

5.1. За невиконання або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно з чинним законодавством України.

5.2. У разі порушення Орендарем Статуту Правил Товариства з обмеженою відповідальністю «Українська енергетична біржа» та Правил (у тому числі внутрішніх документів Біржі, що поширюються на біржову діяльність), невиконання законних рішень Біржового комітету та розпоряджень керівництва Біржі, Біржа має право виключити такого члена зі складу непостійних членів на підставі рішення Біржового комітету.

5.3. У разі порушення умов п. 4.2 цього Договору Біржа за зверненням Орендодавця має право призупинити

<p>(wholly or partly) the Lessee's access to PP BETS based on the decision of the Exchange Committee .</p> <p>5.4. The Exchange has the right to exclude the Lessee from a non-permanent member list of the Exchange on the basis of the decision of the Exchange Committee, if the debts term is more than 10 (ten) working days.</p> <p>6. Other terms</p> <p>6.1. The terms of this Agreement shall remain in force for the duration of its action. The term of the Agreement is the lease period in accordance with clause 3.1. of this Agreement (with the possibility of renewal in accordance with clause 3.3).</p> <p>6.2. The Lessee has no right to transfer to another person the right to participate in trading and / or transfer exchange place in sublease.</p> <p>6.3. All disputes arising from this Agreement or related to it shall be resolved through negotiations between the Parties. If the relevant dispute cannot be resolved through negotiations, it shall be settled by the Court according to the current legislation of Ukraine in the Economic Court in Kyiv.</p> <p>6.4. Any changes or additions to the Agreement shall be in written form, by signing the relevant Amendment agreement (which is an integral part of this Agreement) by both Parties.</p> <p>6.5. In cases not provided for by this Agreement the Parties shall be governed by the current legislation of Ukraine</p> <p>6.6. After the signing of this Agreement by the Parties, the Lessee shall be given a Certificate of the Exchange member (non-permanent).</p> <p>6.7. The Head of the Lessee and (or) the person (s) who is (are) to exercise the powers of the broker (brokers) in PP BETS is (are) obliged to undergo training in PP BETS and be accredited at Exchange, to enter with the Exchange into Agreement on the use of Analogue Handwritten Signature in PP BETS or to submit an Electronic Signature open key certificate to the Accreditation Department of the Exchange to obtain the Accreditation card (s) of the broker and the Certificate (s) of the broker.</p> <p>6.8. After compliance with clause 6.6, and 6.7. of this Agreement, the Lessee has the right to participate in electronic exchange trading and make exchange transactions on the Exchange, in accordance with the Rules and current legislation of Ukraine.</p> <p>6.9. The Agreement transferred by facsimile shall have the force of the original until exchange original copies of this Agreement between the Parties.</p> <p>6.10. This Agreement is concluded in Russian and English. In the event of ambiguity or any differences in the semantic content of the terms prevail is the text of this Agreement made in Russian.</p> <p>6.11. This Agreement is signed in two original copies which have equal legal force, one for the Lessor and</p>	<p>технічний доступ Орендаря до ПП БЕТС або обмежити (повністю або частково) Орендаря у доступі до ПП БЕТС на підставі рішення Біржового комітету.</p> <p>5.4. Біржа має право виключити Орендаря зі складу непостійних членів Біржі на підставі рішення Біржового комітету, якщо термін заборгованості становить понад 10 (десять) робочих днів.</p> <p>6. Інші умови</p> <p>6.1. Умови цього Договору зберігають чинність на весь термін його дії. Терміном дії Договору є строк оренди згідно з п. 3.1. цього Договору (з урахуванням можливості продовження терміну дії відповідно до п. 3.3).</p> <p>6.2. Орендар не має права передавати іншій особі своє право участі у торгах та/або передавати біржове місце у суборенду.</p> <p>6.3. Усі суперечки, що виникають із цього Договору або пов'язані з ним, вирішуються шляхом переговорів між Сторонами. Якщо відповідну суперечку неможливо вирішити шляхом переговорів, вона вирішується у судовому порядку згідно з чинним законодавством України у господарському суді м. Києва.</p> <p>6.4. Будь-які зміни та доповнення до Договору здійснюються у письмовій формі шляхом підписання обома Сторонами відповідної Додаткової угоди, яка є невід'ємною частиною цього Договору.</p> <p>6.5. У випадках, не передбачених цим Договором, Сторони керуються чинним законодавством України.</p> <p>6.6. Після підписання цього Договору Сторонами, Орендарю видається Свідоцтво члена Біржі (непостійного).</p> <p>6.7. Керівник Орендаря та (або) особа (особи), яка (виконуватиме) повноваження брокера (брокерів) у ПП БЕТС зобов'язана (зобов'язані) пройти курс навчання роботи в ПП БЕТС та акредитацію на Біржі, укласти з Біржею угоду про використання аналога власноручного підпису у ПП БЕТС або надати до відділу акредитації Біржі сертифікат відкритого ключа ЕЦП, отримати Акредитаційну(-ні) картку(-и) брокера та Сертифікат(-ти) брокера.</p> <p>6.8. Після виконання п. 6.6 п. 6.7. цього Договору, Орендар має право участі в електронних біржових торгах та здійснення біржових операцій на Біржі, згідно з Правилами та чинним законодавством України.</p> <p>6.9. Договір, переданий засобами факсимільного зв'язку, має чинність оригіналу до обміну оригіналами екземплярів цього Договору між Сторонами.</p> <p>6.10. Цей Договір укладено українською та англійською мовами. У разі виникнення різночитань або будь-яких розбіжностей у змістовому терміні перевагою має текст цього Договору, викладений українською мовою.</p> <p>6.11. Цей Договір укладено у двох оригінальних примірниках, які мають однакову юридичну силу, по</p>
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the Lessee. This Agreement shall enter into force from the moment of its signing by the Parties.

7. Legal details and signatures of the Parties

Lessor

Address:

The bank details:

Requisites:

current account IBAN:

Phone number:

E-mail:

(position of the Head) seal (Full name)

Lessee

Address:

The bank details:

Requisites:

current account IBAN:

Phone number:

E-mail:

(position of the Head) seal (Full name)

одному для Орендодавця та Орендаря. Цей Договір набирає чинності з моменту підписання його Сторонами.

7. Юридичні реквізити та підписи Сторін Орендодавець

Адреса: _____

Реквізити: _____

ідентифікаційний код _____

ІПН _____

Телефони: _____

Факс: _____

E-mail: _____

(посада керівника) М.П. (за наявності) (ІБП)

Орендар

Адреса: _____

Реквізити: _____

ідентифікаційний код _____

ІПН _____

Телефони: _____

Факс: _____

E-mail: _____

(посада керівника) М.П. (за наявності) (ІБП)

AGREEMENT
on the use of an analogue of a handwritten signature
in the Software product "Exchange electronic trading system"

Kyiv

" ____ " ____ 20 ____

Ukrainian Energy Exchange Limited Liability Company (hereinafter referred to as the Exchange), represented by _____, acting on the basis of _____, on the one hand, and

_____ (hereinafter - the User), represented by _____, acting on the basis of _____, on the other hand, hereinafter together the Parties have entered into this Agreement on the use of an analogue of a handwritten signature in the Software Product "Exchange Electronic Trading System" (hereinafter - the Agreement) on the following:

1. This Agreement defines the procedure for using the analogue of a handwritten signature in the Software Product "Exchange Electronic Trading System", the Software Product "Exchange Electronic Trading System" in the version "UGS - Customs Warehouse" (hereinafter - PP BETS) for the purpose of concluding agreements at exchange trades in accordance with the Rules of exchange trade on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Rules), Regulations of electronic exchange trading on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the Regulations) and the Regulations of exchange trade in natural gas stored in gas storage facilities in the customs regime "customs warehouse", on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - the UGS Regulations).

2. To understand paragraph 1 of this Agreement, the Parties understand and recognize the concept of "Analogue of handwritten signature" in the following sense: Analogue of handwritten signature - mandatory details of the application, position, position editing during electronic exchange trading, proposals (including counter), exchange agreement in PP BETS or other action and document intended for their protection against forgery, obtained as a result of the Exchange providing the participant of electronic exchange trading a unique personal identifier, which allows to identify the participant of electronic exchange trading, as well as to establish no distortion of information in documents and in the actions of the participant of electronic exchange trading in PP BETS.

3. By signing this Agreement, the Parties are aware and acknowledge that:

3.1. The analogue of the handwritten signature confirms the authorship, integrity and immutability of the bids (including when forming trading positions) submitted at the exchange trades in accordance with the Rules, Regulations and Regulations of the UGS, all actions of the User during electronic exchange trades, concluded exchange transactions in accordance with the Rules, Regulations and Regulations of UGS, as well as other actions and documents signed by the AHS.

3.2. Receipt by the Exchange of the application (including the formation of trading positions), confirmation of all actions of the User during electronic exchange trading or other action (including signing of the exchange certificate), as well as other actions and documents signed by the User's handwritten signature authorized representative-broker), is legally equivalent to the Exchange receiving an identical in content application (including the formation of trading positions),

confirmation by the User of all its actions during electronic exchange trading or other action (including signing the exchange certificate), as well as other actions and documents, which are signed by the User's handwritten signature (his authorized representative-broker) and sealed (if any), in connection with which it creates the same obligations and consequences for him.

3.3. PP BETS accepts only those orders (including for the formation of trading positions) and actions of the User during electronic exchange trading (including signing of the exchange certificate) or other actions performed by the User in PP BETS, which are signed by analogue of the User's handwritten signature authorized representative-broker), or other actions and documents (including exchange certificates), which contain an analogue of a handwritten signature and are formed in accordance with the procedure established by this Agreement.

3.4. Forms of bids (including for the formation of positions for bidding) and other documents in electronic form are determined by the Limited Liability Company "Ukrainian Energy Exchange" in the manner prescribed by it and integrated into PP BETS.

3.5. Bids created in PP BETS (including for the formation of positions for bidding) and other documents in electronic form and documents in paper form, which are identical in documentary information and details, are originals and have the same legal force.

3.6. The User's actions such as submitting bids (including for the formation of trading positions), editing the position during electronic exchange trading, submitting an offer (including counter) or concluding an exchange agreement in PP BETS are signed by analogue of the User's handwritten signature authorized representative - broker) and have legal force and are undisputed.

4. The User receives the opportunity to use an analogue of a handwritten signature after registration as a User in PP BETS. Registration as a User is carried out on the basis of information and documents received by the Exchange from this person.

5. The user undertakes to keep secret the unique personal identifier provided to him and bears the risk of consequences and liability in accordance with the legislation of Ukraine, the Rules, the Regulations. UGS Regulations and this Agreement, which are caused by breach of secrecy. In case of breach of secrecy regarding the unique personal identifier, the User is obliged to immediately notify the Exchange. In this case, the Exchange provides the user with a new unique personal identifier during the next business day.

6. When concluding agreements in PP BETS, persons participating in electronic exchange trading are parties to the concluded exchange agreements (exchange certificates).

7. At the written request of the User (his authorized representative-broker), the Exchange provides such person with applications and other documents converted from electronic to paper form, and confirms that these documents are analogous to documents in electronic form signed by the User using AHS. These documents in paper form are certified by the signature of the authorized person of the Exchange and the seal of the Exchange (if any).

8. The Parties are aware and acknowledge that the application (applications), notices and / or other documents received from the Exchange, converted from electronic form to paper, are indisputable proof of the relevant fact of submission of the application (including the formation of trading positions), editing positions during electronic exchange trading, submission of a proposal (including counter) conclusion of an exchange agreement in PP BETS or other document, as well as confirm the compliance of these documents in electronic form of their content, converted into paper. Documents converted to paper, certified by the relevant mark of the Exchange, are admissible evidence in court and may be submitted to the court as evidence relevant to the case.

9. In the event of a dispute resulting from a breach by the Parties of the terms of this Agreement, the Exchange and the User are obliged to settle the dispute in advance in a claim. The claim and the response to the stated claim shall be made in writing and sent by the parties using

means of communication that ensure the fixation of the delivery of the document, or shall be submitted for signature. Consideration of the claim and response to the addressee is carried out within 20 (twenty) calendar days without regard to the term of postal circulation.

10. This Agreement shall enter into force on the date of its signing and shall remain in force until the expiration of the lease of exchange space in accordance with the Agreement № _____ lease of exchange space on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange" dd _____.

11. Amendments to the Agreement and its appendices shall be made on the basis of a decision of the authorized body of the Exchange.

12. All disputes, disagreements and claims that arise between the Parties during the validity of this Agreement shall be resolved through negotiations, and in case of impossibility to resolve the dispute, shall be resolved in the manner prescribed by the legislation of Ukraine.

13. This Agreement is concluded in two copies in the Ukrainian language - one for each of the Parties. All copies have the same legal force.

14. Legal details and signatures of the Parties

Exchange	User
Ukrainian Energy Exchange Limited Liability Company	_____
Address: _____	Address: _____
Details: _____	Details: _____
_____	_____
identification code _____	identification code _____
TIN _____	ITN _____
Phone: _____	Phone: _____
Email: _____	E-mail: _____
_____	_____
(position of head) (signature) (full name)	(position of head) (signature) (full name)
Seal (if any)	Seal (if any)

<p style="text-align: center;">AGREEMENT on the use of Analogue Handwritten Signature in the Software Product «Electronic Exchange Trading System»</p> <p style="text-align: center;">«__» _____ 20__</p> <p>Limited Liability Company «Ukrainian Energy Exchange» (hereinafter the Exchange), in the person of _____, acting by virtue of the _____ one the part, and _____ (hereinafter the User) in the person of _____, acting by _____, on the other part, hereinafter together the Parties, have concluded present Agreement on the use of Analogue Handwritten Signature in the Software Product «Electronic Exchange Trading System» (hereinafter the Agreement) on the following:</p> <p>1. This Agreement governs the use of Analogue Handwritten Signature in the Software Product «Electronic Exchange Trading System», Software Product "Exchange Electronic Trading System" in the version "UGS - Customs Warehouse" (hereinafter PP BETS) with the purpose of concluding transactions on the exchange trading in accordance with the Rules of exchange trading on the commodity exchange - Limited Liability Company «Ukrainian Energy Exchange» (hereinafter - the Rules), Regulation of electronic exchange trading on the commodity exchange - Limited Liability Company «Ukrainian Energy Exchange» (hereinafter - Regulation) and Regulation exchange trade in natural gas stored in gas storages in the customs regime "customs warehouse", on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - Regulation CW).</p> <p>2. For the understanding of clause 1 of this Agreement, the Parties recognize and acknowledge the concept of «Analogue Handwritten Signature» in this sense: the Analogue Handwritten Signature is a mandatory requisite of the application, position, position changes in the course of electronic trading, offer (incl. counter-offer), exchange transaction in PP BETS or an action and</p>	<p style="text-align: center;">УГОДА про використання аналога власноручного підпису в Програмному продукті «Біржова електронна торгова система»</p> <p style="text-align: center;">м. Київ «__» _____ 20__ року</p> <p>Товариство з обмеженою відповідальністю «Українська енергетична біржа» (надалі – Біржа), в особі _____, який діє на підставі _____, з однієї сторони, та _____ (надалі – Користувач), в особі _____, який діє на підставі _____, з іншої сторони, надалі разом Сторони, уклали дану Угоду про використання аналога власноручного підпису в Програмному продукті «Біржова електронна торгова система» (в подальшому – Угода) про наступне:</p> <p>1. Ця Угода визначає порядок використання аналогу власноручного підпису в Програмному продукті «Біржова електронна торгова система», Програмному продукті «Біржова електронна торгова система» у версії «ПСГ – митний склад» (надалі – ПП БЕТС) з метою укладання угод на біржових торгах відповідно до Правил біржової торгівлі на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Правила), Регламенту проведення електронних біржових торгів на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Регламент) та Регламенту біржової торгівлі природним газом, що зберігається в газосховищах в митному режимі «митний склад», на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа» (далі – Регламент ПСГ) .</p> <p>2. Для розуміння п. 1 цієї Угоди Сторони усвідомлюють та визнають поняття «Аналог власноручного підпису» у такому значенні: Аналог власноручного підпису – обов'язковий реквізит заявки, позиції, редагування позиції під час електронних біржових торгів, пропозиції (у т.ч. зустрічної), біржової угоди в ПП БЕТС або іншої дії та</p>
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a document designed to protect against forgery, received in the result of the provision by the Exchange to a member of electronic exchange trading a unique personal identifier that enables identification of the participant of electronic trading, as well as to establish the absence of distortion of information in documents and in the actions of the participant of electronic exchange trading in PP BETS.

3. The Parties by signing this Agreement recognize and acknowledge that:

3.1. The Analogue Handwritten Signature confirming authorship, integrity and invariability of applications (including at positions' formation on trading), submitted on exchange trading in accordance with the Rules and Regulation, all User's activities during an electronic exchange trading, concluded exchange transactions in accordance with the Rules, Regulation and Regulation CW, and other actions and documents signed by AHS.

3.2. Application receipt by the Exchange (including at positions' formation on trading), confirmation of all User's activities during an electronic exchange trading or other activity (including signing exchange certificates), as well as other actions and documents signed by the Analogue Handwritten Signature of the User (an authorized representative-broker), is legally equivalent to receipt by the Exchange an identical in matter (including at positions' formation on trading), confirmation of all User's actions in the course of electronic trading, or other activity 'formation on trading), as well as other actions and documents signed with handwritten signature of the User (an authorized representative-broker) and sealed, therefore it creates the same obligations and consequences.

3.3. PP BETS shall only accept applications (including at positions' formation on trading) and User's actions in the course of electronic exchange trading (including signing of exchange certificate) or other actions performed by the User in PP BETS, signed by the Analogue Handwritten Signature of the User (an authorized representative-broker), or other actions and documents (including exchange certificates) that contain the Analogue Handwritten Signature and formed in the manner prescribed in this Agreement.

3.4. Application forms (including at positions' formation

документу, призначений для їх захисту від підробки, що отриманий внаслідок надання Біржею учаснику електронних біржових торгів унікального персонального ідентифікатора, який дозволяє ідентифікувати учасника електронних біржових торгів, а також встановити відсутність викривлення інформації в документах та в діях учасника електронних біржових торгів в ПП БЕТС.

3. Сторони підписанням цієї Угоди усвідомлюють та визнають, що:

3.1. Аналог власноручного підпису підтверджує авторство, цілісність та незмінність заявок (у тому числі при формуванні позицій на торги), що подаються на біржових торгах відповідно до Правил та Регламенту, всіх дій Користувача в ході електронних біржових торгів, укладених біржових угод відповідно до Правил, Регламенту та Регламенту ПСГ, а також інших дій та документів, підписаних АВП.

3.2. Отримання Біржею заявки (у тому числі на формування позицій на торги), підтвердження всіх дій Користувача в ході електронних біржових торгів чи іншої дії (у тому числі підписання біржового свідоцтва), а також інших дій та документів, які підписані аналогом власноручного підпису Користувача (його уповноваженого представника-брокера), юридично є еквівалентом отриманню Біржею ідентичної за змістом заявки (у тому числі на формування позицій на торги), підтвердженням Користувачем всіх його дій в ході електронних біржових торгів чи іншої дії (у тому числі підписання біржового свідоцтва), а також інших дій та документів, які підписані власноручним підписом Користувача (його уповноваженого представника-брокера) та скріплені печаткою (за наявності), у зв'язку з чим створює для нього такі ж зобов'язання та наслідки.

3.3. ПП БЕТС приймає тільки ті заявки (у тому числі на формування позицій на торги) та дії Користувача в ході електронних біржових торгів (у тому числі підписання біржового свідоцтва) чи інші дії, вчинені Користувачем в ПП БЕТС, які підписані аналогом власноручного підпису Користувача (його уповноваженого представника-брокера), чи інші дії та документи (у тому числі біржові свідоцтва), які містять аналог власноручного підпису та сформовані у порядку, встановленому цією Угодою.

on trading) and other documents in electronic form are determined by the Exchange according to established procedure and are integrated into PP BETS.

3.5. Created in PP BETS applications (including at positions' formation on trading) and other documents in electronic form and documents in paper form are identical for documentary information and details are originals and have the same legal effect.

3.6. User actions, such as application submission (including at positions' formation on trading), change of position during electronic trading, the submission of an offer (including a counter-offer) or concluding an exchange transaction in PP BETS are signed by the Analogue Handwritten Signature of the User (an authorized representative-broker) and have legal effect and are undisputed.

4. The User receives an ability to use the Analogue Handwritten Signature after being registered as a User in PP BETS. Registration as a User shall be carried out on the basis of information and documents received by the Exchange from such person.

5. The User undertakes to keep confidential given him unique personal identifier and bears the risk of consequences and responsibility caused by violation of secrecy according to Ukrainian legislation, the Rules, Regulation, Regulation CW and this Agreement. In case of violation of the secrecy regarding the unique personal identifier, the User shall immediately notify the Exchange. In this case, the Exchange provides the user with a new unique personal identifier on the next business day.

6. During the conclusion of transactions in PP BETS, persons who participate in electronic exchange trading are parties to concluded exchange transactions (exchange certificates).

7. Upon written request of the User (an authorized representative-broker) the Exchange shall provide such person with applications and other documents converted from electronic form into paper, and confirmation that these documents are analogous to documents in electronic form, signed by the User with

3.4. Форми заявок (у тому числі на формування позицій на торги) та інших документів в електронній формі визначаються Товариством з обмеженою відповідальністю «Українська енергетична біржа» у встановленому нею порядку та інтегровані в ПП БЕТС.

3.5. Створені в ПП БЕТС заявки (у тому числі на формування позицій на торги) та інші документи в електронній формі та документи у паперовому вигляді, що ідентичні за документарною інформацією та реквізитами, є оригіналами і мають однакову юридичну силу.

3.6. Дії Користувача такі, як подання заявок (у тому числі на формування позицій на торги), редагування позиції під час електронних біржових торгів, надання пропозиції (у т.ч. зустрічної) або укладання біржової угоди в ПП БЕТС підписуються аналогом власноручного підпису Користувача (його уповноваженого представника - брокера) та мають юридичну силу і є беззаперечними.

4. Можливість використання аналога власноручного підпису Користувач отримує після реєстрації в якості Користувача в ПП БЕТС. Реєстрація в якості Користувача здійснюється на підставі інформації та документів, отриманих Біржею від цієї особи.

5. Користувач зобов'язується зберігати у таємниці наданий йому унікальний персональний ідентифікатор та несе ризик наслідків і відповідальність відповідно до законодавства України, Правил, Регламенту, Регламенту ПСГ і цієї Угоди, які викликані порушенням таємниці. У випадку порушення таємниці щодо унікального персонального ідентифікатора, Користувач зобов'язаний негайно повідомити про це Біржу. В цьому випадку Біржа протягом наступного робочого дня надає користувачу новий унікальний персональний ідентифікатор.

6. Під час укладання угод в ПП БЕТС, особи які приймають участь у електронних біржових торгах, є сторонами укладених біржових угод (біржових свідоцтв).

7. За письмовим запитом Користувача (його уповноваженого представника-брокера) Біржа надає такій особі заявки та інші документи, перетворені з електронної форми у паперову, та здійснює підтвердження, що зазначені документи є аналогом

AHS. The documents in paper form shall be certified by the signature of the authorized person of the Exchange and stamp of the Exchange.

8. The Parties recognize and acknowledge that received by the Exchange application (s), and / or other documents converted from electronic form into paper are an undeniable proof of the corresponding fact of filing in the application (including at positions' formation on trading) , the change in position during electronic trading, the submission of an offer (including counter-offer) the conclusion of exchange transaction in PP BETS or other document, and confirm compliance of these documents in electronic form to their content, converted into paper. Converted into paper documents, certified by an appropriate mark of the Exchange are admissible evidence in court and can be provided to the court as evidence relevant to proceedings.

9. In the event of a dispute, which is a consequence of a breach by the Parties of the terms of this Agreement, the Exchange and the User is obliged to settle the dispute through a grievance procedure. The complaint and response to the asserted complaint shall be made in written form and sent by the parties using means of communication that provide a record of document delivery, or transmitted with acknowledgment of receipt. Consideration of the complaint and a response by the recipient shall be carried out during 20 (twenty) calendar days excluding the period of post handling.

10. This Agreement shall enter into force from the date of its signing and is valid until the end of the lease of exchange place under the Agreement ____ on the lease of exchange place at commodity exchange - Limited Liability Company «Ukrainian Energy Exchange» as of «__» ____ 20__.

11. Alterations of the Agreement and its appendixes shall be made on the basis of the decision of the authorized body of the Exchange.

12. All disputes, disputes and claims arising between the Parties during the term of this Agreement shall be resolved through negotiations and in case of failure of dispute settlement shall be resolved in the order determined by the legislation of Ukraine in the Economic Court in Kyiv.

13. This Agreement is concluded in Russian and English.

документів в електронній формі, підписаних Користувачем з використанням АВП. Дані документи в паперовому вигляді засвідчуються підписом уповноваженої особи Біржі та печаткою Біржі.

8. Сторони усвідомлюють та визнають, що отримані від Біржі заявка (заявки), повідомлення та/або інші документи, перетворені з електронної форми на паперовий носій, є безспірним доказом відповідного факту подання заявки (у тому числі на формування позицій на торги), редагування позиції під час електронних біржових торгів, надання пропозиції (у т.ч. зустрічної) укладання біржової угоди в ПП БЕТС або іншого документу, а також підтверджують відповідність вказаних документів в електронній формі їх змісту, перетвореному на паперовий носій. Перетворені на паперовий носій документи, засвідчені відповідною відміткою Біржі, є допустимими доказами в суді і можуть бути надані в суд в якості доказу, який має значення для розгляду справи.

9. У випадку виникнення спору, який є наслідком порушення Сторонами умов цієї Угоди, Біржа та Користувач зобов'язані попередньо врегулювати спір в претензійному порядку. Претензія та відповідь на заявлену претензію оформлюються в письмовій формі та направляються сторонами з використанням засобів зв'язку, які забезпечують фіксацію доставки документу, або передаються під розпис. Розгляд претензії та надання відповіді адресатом здійснюється протягом 20 (двадцяти) календарних днів без урахування строку поштового обігу.

10. Ця Угода набирає чинності з дати її підписання та діє до завершення терміну оренди біржового місця відповідно до Договору №_____ оренди біржового місця на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа» від _____ року.

11. Зміни до Угоди та додатків до неї вносяться на підставі рішення уповноваженого органу Біржі.

12. Усі суперечки, розбіжності та вимоги, що виникають між Сторонами під час дії цієї Угоди, вирішуються шляхом переговорів, а у разі неможливості врегулювання спору вирішуються у судовому порядку, визначеному законодавством України, у господарському суді м. Києва.

In the event of ambiguity or any differences in the semantic content of the terms prevail is the text of this Agreement made in Russian.

14. This Agreement is concluded in two copies, one for each party. All copies have equal legal force. All copies have equal legal force.

15. Legal details and signatures of the Parties

**The Exchange
Limited Liability Company «Ukrainian Energy
Exchange»**

Address: _____
Requisites: _____ Identification
code _____
Individual Taxpayer Number _____
Phone: _____
E-mail: _____

(position of the Head) stamp (if any) (Full name)

The User

Address: _____
bank details (USD): _____
bank details (EUR): _____
Email: _____
Phone number: _____

(position of the Head) stamp (if any) (Full name)

13. Ця Угода укладена українською та англійською мовами. У разі виникнення різночитань або будь-яких розбіжностей у змістовому терміні перевагою має текст цієї Угоди, викладений українською мовою.

14. Ця Угода укладена у двох примірниках по одному для кожної із Сторін. Усі екземпляри мають однакову юридичну силу.

15. Юридичні реквізити та підписи Сторін

**Біржа
Товариство з обмеженою відповідальністю
«Українська енергетична біржа»**

Адреса: _____
Реквізити: _____
ідентифікаційний код _____
ІПН _____
Телефон: _____
E-mail: _____

(посада) М.П. (за наявності) (ІБП)

Користувач

Адреса: _____
Банківські реквізити (USD): _____
Банківські реквізити (EUR): _____
E-mail: _____
Phone number: _____

(посада) М.П. (за наявності) (ІБП)

**FORM OF POWER OF ATTORNEY TO RECEIVE LOGINS, PASSWORDS OF ACCESS TO PP BETS AND
PERSONAL IDENTIFIERS OF AHS**

Printed on the letterhead of the legal entity.

POWER OF ATTORNEY № _____

Kyiv

" _____ " _____ 20 _____

(full name of the legal entity)
Company (EDRPOU) code _____

(location of the legal entity)

in the person of _____, acting on the basis of _____

this power of attorney authorizes _____ passport series _____ № _____
(name)

issued _____
identification number _____, get a login, password for access to PP BETS on
the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange" and a unique
personal identifier of the AHS. Powers under this power of attorney may not be transferred to other
persons.

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

Signature _____ certify.
(Name of the authorized person) (sample signature)

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



**QUESTIONNAIRE
of the client (participant of exchange trades) on the
commodity exchange - Limited Liability Company
"Ukrainian Energy Exchange"**

The questionnaire is filled out for completion
Of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of
Income Received
by criminal means, financing of terrorism and financing of proliferation of weapons of mass
destruction "of 06.12.2019 N 361-IX

The information from the Questionnaire is approved by the signature of the head of the legal
entity and sealed by the legal entity (if any), the signature and seal of the natural person-
entrepreneur (if any), the signature of the individual and indicates that all information is
complete, valid and true; the source of property and assets is exclusively legal activity.

Limited Liability Company "Ukrainian Energy Exchange" guarantees
that all information contained in the Questionnaire, will be used exclusively to identify
the legal entity and will be stored in compliance
appropriate level of confidentiality.

1.	Full and abbreviated name of the client	
1.1.	Ownership (if other form of ownership, provide relevant data)	<input type="checkbox"/> private enterprise state <input type="checkbox"/> enterprise utility company <input type="checkbox"/> other: _____ <input type="checkbox"/>
1.2.	Is the client supported by the expense of the State Budget of Ukraine or local budgets (in whole or in part)? (to be filled in exclusively by state and municipal enterprises)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Identification code according to the Unified State Register of Legal Entities, Individual Entrepreneurs and Public formations	
3.	Date and number of the record in the Ministry of Justice of Ukraine on state registration	
4.	Location / Place of registration / Legal address	
5.	Actual location	
6.	Contact telephone and fax numbers	
7.	Email address, official website (if available)	
8.	Information (name and address) about the parent company, corporation, holding group, industrial-financial group or other association of which the client is a member (if any)	
9.	Number of employees according to the staff list	
10.	Description of the main types of economic activity in the format: code of economic activity according to the classifier of Ukraine / Name (Description)	
11.	Do the activities that client actually does correspond to the (plans	<input type="checkbox"/> yes <input type="checkbox"/> No

	engage in the case of newly started activities) included in the Ministry of Justice of Ukraine activities under the code of economic activity? If not, indicate what other activities the company is engaged in that are not included in the Ministry of Justice of Ukraine	
12.	Has there been a reorganization, spin-off, renaming of the business entity, or is the business entity the successor of another legal entity? (If so, provide relevant information)	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Has there been a change in participants (from 0%) or shareholders (from 10%), directors, composition of the board, supervisory board, other management bodies over the past two years? (If so, indicate the relevant changes)	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	Is the entity in the process of termination (by liquidation, merger, acquisition, division, transformation) or spin-off? (if yes, provide relevant data)	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Has the competent authority (body of the business entity, court, registrar, etc.) made a decision on liquidation / termination of the business entity? (If so, provide relevant information)	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Is bankruptcy proceedings open against the business entity? (If so, provide relevant information)	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Is the entity in default? (If so, provide relevant information)	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	Does the business entity operate in the territories of states that are classified as off-shore zones, according to the Order of the Cabinet of Ministers of 23.02. 2011 N 143-r. (If so, please provide details)	<input type="checkbox"/> Yes <input type="checkbox"/> No

19. Compliance with the regime of international sanctions / anti-corruption requirements:

<p>Have Ukrainian / international sanctions (including, but not limited to, UN, US, EU, UK, or North Ireland sanctions) been applied to the entity, in particular, any entity of the holding / group to which the applicant belongs, its officials Britain and Northern Ireland) for the entire period of the company's existence? (If so, provide relevant information)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Have Ukrainian / international sanctions been applied to the ultimate beneficial owner (including, but not limited to, sanctions from the UN, US, EU, UK of Great Britain and Northern Ireland)? (If so, provide relevant information)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does the entity / ultimate beneficial owner interact with persons subject to international / Ukrainian sanctions, in particular SDN, non-SDN (contractual relations, including joint venture agreement, participation in public organizations, joint participation in business (ownership of other legal entities), financing in any form, litigation, personal connections)? (If so, provide relevant information)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Confirmation of no criminal record of the ultimate beneficial owner / members of the executive body / members of the company's supervisory body for corruption crimes, money laundering, fraud, terrorist financing; as well as confirmation that they are not under investigation, court proceedings</p>	<input type="checkbox"/> I confirm <input type="checkbox"/> I do not confirm

	<p>Is the entity, its parent / subsidiary / sister company, their ultimate beneficiary owner / members of the executive body / members of the supervisory body involved in investigations / court proceedings against other persons in connection with corruption crimes, money laundering, fraud, terrorist financing? (If so, provide relevant information)</p>	<p>Yes</p> <p>No</p>
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20. Information about governing bodies and their composition:

№	Name, date of birth, country of permanent residence, ITN (if any), in the absence of ITN, indicate the series and number of the passport, member of the governing body	Position of a member of the governing body (including the highest, controlling, executive body)
1.		
2.		
3.		

21. Data identifying persons who have the right to dispose of accounts and property and are authorized to act on behalf of the client:

№	Name, ITN (if available), in the absence of ITN, indicate the series and number of the passport	Citizenship, country of residence, date of birth	Share (%) in the authorized capital (direct ownership) *	Indirect share (%) in authorized capital (indirect possession)*
1.				
2.				
3.				

* - to be filled in if the persons own a share in the authorized capital

22. Information on the ownership structure (direct ownership) indicating the share (list of persons with direct ownership):

№	Full name of the legal entity / full name of individual	Identification code of the legal entity, location / citizenship of the natural person, data of the passport or other identity document (series, number, date of issue and the body that issued it), place of residence or stay, tax number (if available), date of birth	Share (%) in the authorized capital
1.			
2.			
3.			

23. Identification data of individuals who are the ultimate beneficial owners (controllers)

Data on natural persons who have a formal right to 25 percent or more of the authorized capital or voting rights in a legal entity, but are agents, nominal holders (nominal owners / nominal shareholders) or only intermediaries for such a right, cannot be considered as confirmation of the final

beneficial owner (controller):

№	Name	Citizenship, passport data or other identity document (series, number, date of issue and the issuing authority), place of residence or stay, tax number (if available), date of birth	Position*
1.			
2.			
3.			

* - to be filled in if the person holds a position in the company according to the staff list

24. Are there persons authorized to represent the interests of the ultimate beneficial owners (controllers)?

☐ So ☐ No

If "Yes", please fill in the following table

№	Name	Citizenship, passport data or other identity document (series, number, date of issue and the issuing authority), place of residence or stay, tax number (if available), date of birth	Position
1.			
2.			
3.			

25. Are the individuals listed in paragraphs 20-24 of this Questionnaire national public figures * or family members or related to politically significant national public figures?

☐ So ☐ No

If "Yes", please fill in the following table

№	Name public figure (in the case of related parties, indicate the full name of the person, with which is connected)	Position held or is being held	Duration (period) of embracing
1.			
2.			
3.			

*National public figures - individuals who perform or have performed in Ukraine prominent public functions, namely: the President of Ukraine, the Prime Minister of Ukraine, members of the Cabinet of Ministers of Ukraine and their deputies; the head of the permanent subsidiary body formed by the President of Ukraine, his deputies; head and deputy heads of the State Administration; heads of staff (secretariats) of public bodies that are not civil servants whose positions belong to category "A"; Secretary and Deputy Secretaries of the National Security and Defense Council of Ukraine; People's Deputies of Ukraine; Chairman and members of the Board of the National Bank of Ukraine, members of the Board of the National Bank of Ukraine; chairmen and judges of the Constitutional Court of Ukraine, the Supreme Court, higher specialized courts; members of the High Council of Justice, members of the High Qualification Commission of Judges of Ukraine, members of the Qualification and Disciplinary Commission of Prosecutors; The Prosecutor General and his deputies; Head of the Security Service of Ukraine and his deputies; Director of the National Anti-Corruption Bureau of Ukraine and his deputies; Director of the State Bureau of Investigation and his deputies; Director of the Bureau of Financial Investigations and his deputies; Chairman and members of the National Council of Ukraine on Television and Radio Broadcasting, Chairman and members of the Antimonopoly Committee of Ukraine, Chairman of the National Agency for the Prevention of Corruption and his deputies, Chairman and members of the Accounting Chamber, Chairman and members of the Central Election Commission, chairmen and members of other state collegial bodies; ambassadors extraordinary and plenipotentiary; Chief of the General Staff - Commander-in-Chief of the Armed Forces of Ukraine, commanders of the Land Forces of the Armed Forces of Ukraine, the Air Force of the Armed Forces of Ukraine, the Naval Forces of the Armed Forces of Ukraine; civil servants whose positions belong to Air Force of the Armed Forces of Ukraine, Naval Forces of the Armed Forces of Ukraine; civil servants whose positions belong to category "A"; heads of prosecutor's offices, heads of regional territorial bodies of the Security Service of Ukraine, chairmen and judges of appellate courts; heads of administrative, managerial or supervisory bodies of state and state-owned enterprises, business associations, the state share in the authorized capital of which directly or indirectly exceeds 50 percent; members of the governing bodies of political parties.

26. Are there any foreign public figures **, public figures in international organizations * or family members or political associates among the individuals listed in paragraphs 20-24 of this Questionnaire? - foreign public figures?**

☐ So ☐ No

If "Yes", please fill in the following table

No	Name public figure (in the case of related parties, indicate the full name of the person, with which is connected)	Position held or is being held	Duration (period) of embracing
1.			
2.			
3.			

****** Foreign public figures - individuals who perform or have performed prominent public functions in foreign countries, namely: the head of state, government, ministers (deputies), members of parliament or other bodies performing the functions of the legislature, chairmen and members of central bank boards or Chambers of Accounts, members of the Supreme Court, the Constitutional Court or other judicial bodies whose decisions are not subject to appeal, except for appeals in exceptional circumstances, ambassadors extraordinary and plenipotentiaries, attorneys and heads of central military administration, heads of administrative, administrative or supervisory bodies of state enterprises, members of the governing bodies of political parties.

******* Actors who perform public functions in international organizations - officials of international organizations who hold or have held the position of head (director, chairman of the board or other) or deputy head in such organizations or perform or have performed any other managerial (prominent public) functions at the highest level, including in international intergovernmental organizations, members of international parliamentary assemblies, judges and senior officials of international courts.

27. Are there separate divisions (branches, representative offices, etc.):

☐ Yes ☐ No

If "Yes", please fill in the following table

No	Name of the separate subdivision	Type of unit	Location address
1.			
2.			
3.			

28. Characteristics of the client's financial condition (for start-ups data on profit, loss and net income are indicated if available):

	For the last reporting period the amount (in thousands of UAH) (according to the last report submitted to the fiscal authorities) (I quarter, half-year, nine months, year)	For the previous year, the amount (in thousands of UAH) (according to the last report submitted to the fiscal authorities for the year)
The size of the registered authorized capital:		
The amount of paid-up authorized capital:		
Profit (+) / loss (-) (or planned for current year in case of newly started activity):		
Net income from sales of products / services:		
The amount of current accounts payable for long-term liabilities:		
The amount of current accounts payable for goods, works, services:		

Bank loans:		
Deposits in banks:		

Date of completion: " ____ " ____ 20 ____

(position of head or authorized person)

(signature)
Seal (in the presence)

(surname, initials)