

APPROVED

By the decision of the Exchange Committee
of CE Ukrainian Energy Exchange
Minutes of the Exchange Committee meeting
№ 1075 dd 07 December, 2021
Chairman of the Exchange Committee

_____/ Dubovskyi O.

REGULATIONS

**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
(new edition)**

*{in the wording of the decision of the Exchange Committee UEEX LLC
№ 1124 dd. 07.02.2022}*

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1. GENERAL PROVISIONS

1.1. Regulations of exchange trade in natural gas stored in gas storage facilities in the customs regime "customs warehouse" on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Regulations) developed and approved in accordance with the Commercial Code of Ukraine, the Law of Ukraine exchanges ", Law of Ukraine "On the Natural Gas Market", the Gas Transmission System Code, the Gas Storage Code, the Charter of the Ukrainian Energy Exchange Limited Liability Company, the Rules of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the UEEX Rules), Rules for conducting clearing activities of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Clearing Rules) and the Rules of Exchange Trade on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Rules).

1.2. This Regulations is binding for all participants in exchange trading in natural gas stored in gas storage facilities under the customs regime "customs warehouse" and natural gas stored in gas storage facilities in the customs regime "customs warehouse" under the conditions of simultaneous use of capacity with restrictions ("short-haul"), (hereinafter collectively - natural gas stored in gas storage facilities or natural gas), members of the Ukrainian Energy Exchange Limited Liability Company (hereinafter - the Exchange), employees of the Exchange, as well as authorized representatives of persons admitted to trading in accordance with this Regulations.

1.3. This Regulations defines the procedure for organizing and conducting exchange auctions for the purchase and sale of natural gas stored in gas storage facilities, which is an exchange commodity in the definition of this Regulations, the procedure for settlement and delivery (transmission / reception), which must be provided for gas stored in gas storage facilities and measures to manage the risks of non-compliance (non-compliance) by exchange traders with the requirements of this Regulation, and also regulates the procedure of interaction and legal relations between the Exchange and participants of exchange trades (including members of the Exchange) and between participants of exchange trades arising between them at the conclusion and execution of exchange transactions and purchase-sale contracts when trading in natural gas stored in gas storages, in PP BETS.

The Regulations have the status of an accession treaty within the meaning of Art. 634 of the Civil Code of Ukraine, which regulates the relations of the Exchange with participants in exchange trading, as well as relations between individual participants in exchange trading, in cases specified by the Regulations, in particular regarding the payment of penalties at the expense of the guarantee fee.

1.4. Exchange trades are conducted in the Software product "Exchange electronic trading system" in the version "UGS - customs warehouse" (hereinafter - PP BETS, ETS). The internet address of PP BETS: <https://ugsbets.ueex.com.ua>. The work system of PP BETS is available in Ukrainian, Russian and English.

1.5. Exchange trading is conducted in compliance with the following general principles: anonymity (depersonalization) of exchange trading participants until the end of the trading period; fair competition; non-discrimination of bidders; objectivity and impartiality; prevention of corruption and abuse.

1.6. All Annexes to the Regulation, to which reference is made in the Regulations, are an integral part thereof.

1.7. Violation of the Regulations entails liability under these Regulations, other internal documents of the Exchange and current legislation of Ukraine.

1.8. The Exchange notifies changes and additions to the Regulations by posting them on the official website of the Exchange on the Internet at: www.ueex.com.ua. The Exchange may use other methods of informing the Exchange members and all interested persons.

1.9. A qualified electronic signature of an authorized person of the Exchange shall be affixed to the file of the Regulations published on the Exchange's website. On behalf of the Exchange, these Regulations are signed by a qualified electronic signature of the Operating Director, Volodymyr Leonidovych Briukhovetskyi.

2. Terms and definitions

Automated workplace of the participant of exchange trades	workplace from which the participant of exchange trades has access to PP BETS;
Analogue of handwritten signature (AHS)	obligatory requisites of the Order, editing of the Order during exchange trading, offer (including counter), exchange agreement in PP BETS or other action of the participant of exchange trading and the document generated by results or on performance of such action, in PP BETS, intended for its protection against counterfeiting, obtained as a result of the Exchange providing the exchange participant with a unique personal identifier, which allows to identify the exchange participant, as well as to establish the absence of distortion of information in documents and actions of the bidder in PP BETS;
Exchange commodity	natural gas stored in gas storages in the customs regime "customs warehouse" (exchange product "customs warehouse") and natural gas stored in gas storages in the customs regime "customs warehouse" and transmitted on the terms of simultaneous use of capacity with restrictions (exchange product "customs warehouse + short-haul"); natural gas, to which the Voluntary Refusal has not been applied and the storage limit of which is less than 10 days, is not an exchange commodity within the meaning of these Regulations;
Exchange trades	organization and conduct of exchange trading in exchange goods with the use of PP BETS with the participation of exchange trading participants and in the manner prescribed by these Regulations;
Exchange product "customs	natural gas stored in gas storages under the conditions of

warehouse"	transfer in the "customs warehouse" regime, according to which natural gas is stored under customs control with conditional full exemption from taxation by customs duties and without application of measures of non-tariff regulation of foreign economic activity;
Exchange product "customs warehouse + short-haul"	natural gas stored in gas storages in the customs regime "customs warehouse" and transferred on the terms of simultaneous use of capacity with restrictions ("short-haul") between certain interstate entry and exit points to / from the gas storages or group of gas storages;
Guarantee fee	funds deposited by the Exchange participant on the current account of the Exchange and recorded in the analytical account under guarantee contributions to PP BETS in accordance with this Regulations, and / or other assets recognized by the Exchange to ensure proper fulfillment of obligations of traders;
Delivery day	gas day, in which the transfer of natural gas stored in gas storages is carried out;
Voluntary Refusal	voluntary refusal by the seller of his right to use and dispose of the volume of natural gas (submit trade notifications, nominations / renominations) stored in gas storages in the customs regime "customs warehouse" and customs regime "customs warehouse" with transport service "short-haul", which is put up for exchange trading, for the period of time during which the buyer is obliged to make payments under the relevant exchange agreement; such refusal shall be automatically terminated in accordance with the procedure provided for in these Regulations or after registration by the Gas Storage Operator in the information platform of the relevant trade or information notifications received from the Trading Platform Operator;
Electronic signature	electronic data that are added by the signatory to other electronic data or logically associated with them and used by him as a signature in the understanding and definition of Art. 1 of the Law of Ukraine "On electronic trust services";
General account	individually determined for each individual bidder analytical account in PP BETS, which records the funds of the exchange bidder, which are used by such exchange bidder to ensure participation in exchange trading and / or fulfillment of obligations (including the payment of commission) arising in the course and as a result of exchange trading in various sections of the Exchange; the sections to which the application of the general account applies shall be established by the

decision of the Exchange Committee; as regards the application of the General Account to exchange trades in natural gas in the customs regime "customs warehouse" and "customs warehouse" with transport service "short-haul", the General Account of the bidder shall take into account information on the availability and movement of guarantee fees and financial obligations of the bidder, which arise on the transactions made by the bidder in relation to the exchange goods in the course and results of trading;

Customer of natural gas storage services (customer of storage services, customer)

natural person - an entrepreneur or a legal entity that, on the basis of a natural gas storage (injection, withdrawal) agreement with the Gas Storage Operator, orders natural gas storage (injection, withdrawal) services;

Order

electronic document in PP BETS, executed according to the form established by the Exchange, which may contain an application for sale, application for purchase, position for sale, position for purchase;

Purchase order

an electronic document submitted by a participant in exchange trading in the form established by the Exchange, which contains an unconditional commercial offer (offer) for the purchase of exchange goods and the conclusion of an exchange agreement in accordance with the terms of the submitted application;

Sale order

an electronic document submitted by a participant in exchange trading in the form established by the Exchange, which contains an unconditional commercial offer (offer) for the sale of exchange goods and the conclusion of an exchange agreement in accordance with the terms of the submitted order;

Individual agreement (exchange agreement, purchase and sale agreement)

an agreement concluded by bidders for the performance of an exchange agreement in accordance with this Regulations. Within the framework of cooperation between the parties on the purchase and sale of natural gas stored in gas storage facilities under the customs regime "customs warehouse", the Individual Agreement is considered an integral part of the Framework Agreement;

Individual working volume

the maximum daily volume of natural gas that the customer of storage services has the right to store in the gas storage for a certain period of time in accordance with the contract of storage (injection, withdrawal) of natural gas;

**Initiator of the position
Information notification**

the participant of exchange trades who has exposed a position (positions) for purchase and / or sale for exchange trades;

	information notification sent to the Gas Storage Operator by the Exchange, acting on behalf of the seller on the basis of a power of attorney, and on the basis of which the Gas Storage Operator registers the cancellation of Voluntary Refusal on exchange goods not sold by the seller;
Clearing	determination of obligations of the bidder, including by offsetting (netting) of counter-obligations (if provided by the internal documents of the Exchange), by the positions for purchase / sale submitted by him in PP BETS and orders for purchase / sale of goods and / or concluded exchange agreements and / or contracts of purchase and sale of exchange goods;
Clearing session(s)	operating hours of the Exchange for clearing and execution of procedures to ensure settlements and deliveries under concluded exchange agreements, including through exchange of information and documents with third parties (in particular, authorized by the Exchange settlement banks, clearing participants, Gas Storage Operator);
Natural gas storage limit in the gas storage in the "customs warehouse" regime (storage limit)	the term specified by the seller in the application for sale and means the period of time left before the expiration of 1095 days allowed for storage of a certain amount of natural gas in the customs regime "customs warehouse" / "customs warehouse" with transport service "short-haul" free of charge taxes and customs duties;
Lot	an indivisible consignment of exchange goods offered for sale or declared for purchase;
Gas storage operator (UGS operator)	an economic entity that carries out activities for storage (injection, withdrawal) of natural gas on the basis of a license issued by the National Commission for State Regulation in the Spheres of Energy and Utilities;
Underground gas storage (UGS, gas storage)	engineering and technological complex designed for natural gas storage, with the characteristics defined by the Gas Storage Code of Ukraine;
Purchase position	electronic document in PP BETS, executed according to the form established by the Exchange, submitted by the exchange bidder (initiator of the position) to PP BETS and signed with an electronic signature containing an unconditional commercial offer (offer) for purchase of a certain number of lots and conclusion of an exchange agreement. the position submitted in accordance with this Regulations;
Sale position	electronic document in PP BETS, executed according to the

form established by the Exchange, submitted by the exchange participant (initiator of the position) to PP BETS and signed with an electronic signature containing an unconditional commercial offer (offer) for sale of the lot specified in the position and conclusion of the exchange agreement the position submitted in accordance with this Regulations;

Preliminary order

application for admission to exchange trading, submitted by the customer of storage services to the Gas Storage Operator, after activation of which in the information system of the Gas Storage Operator the Voluntary Refusal of the seller is registered; the preliminary order is activated before the start of the trading session, during which the seller puts up for auction the appropriate amount of natural gas, at the time of sending by the Exchange Storage Operator an information file with information about registered in the information platform of the Storage Operator Voluntary refusals;

Software product "Exchange electronic trading system" (PP BETS, ETS)

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;

Framework Agreement

A bilateral agreement reached by the parties in an over-the-counter manner and in writing, which determines the general conditions of purchase and sale (supply) of natural gas, and the essential terms of which are established by the Individual purchase and sale agreement concluded for the exchange agreement implementation. In order to achieve the objectives set out in this Regulations, a Framework Agreement may be an agreement that a bidder has provided to the Exchange and in accordance with which has formed a list of exceptions in the event of admission to exchange trading;

Settlement bank of the Exchange

financial (banking) institution in which the Exchange has opened an account for guarantee fees of bidders to pay for the Exchange's services in accordance with its tariffs, as well as possible penalties (fines, penalties), compensation to the injured party under the exchange agreement (purchase agreement) in case of default (improper performance) by bidders of their obligations;

Financial notification

information message containing a copy of the SWIFT payment statement sent to the Exchange by bidders (parties to the exchange agreement) as a confirmation of fulfillment of financial obligations under the contract of sale of exchange goods, in the manner and within the time limits specified in

this Regulations;

Start price	the price determined in the position for sale / purchase, from which the exchange trading with the corresponding exchange commodity in the trading session starts;
Parties of the exchange agreement (Parties of the contract of sale)	participants of exchange trades who, based on the results of exchange trades, have concluded an exchange agreement / contract of purchase and sale of exchange goods (on the basis of an exchange agreement);
Trading notification	information message in accordance with the form established by the Gas Storage Code, sent by the Exchange to the Gas Storage Operator on behalf of the customer of storage services regarding the volumes of natural gas that he intends to alienate or acquire;
Trading day	the day on which the Exchange trades in natural gas stored in gas storage facilities in accordance with this Regulations;
Exchange traders (exchange traders, traders)	initiators of positions and other customers of storage services who have received the right at PP BETS to purchase / sell natural gas stored in gas storages, according to the positions set by the initiators of positions;
Resident bidders	companies, organizations formed in accordance with the legislation of Ukraine, which have received the right to purchase / sell natural gas in the customs regime "customs warehouse" in PP BETS.
Bidders are non-residents	foreign companies, organizations formed in accordance with the legislation of other states, which have received the right to purchase / sell natural gas in the customs regime "customs warehouse" in PP BETS.
The price of the exchange agreement	the price at which the transaction of purchase and sale of exchange goods was carried out (an exchange agreement was concluded);
Waiting for the best offer	countdown of the time from the moment of submission of the offer by the participant of electronic exchange trades to fixing (registration) of the conclusion of the agreement in PP BETS during which other participants of exchange trades can be provided with the best price offers.

Terms not defined in this Regulations are understood in the meanings established by the current regulations of Ukraine, the Rules, the UEEX Rules and the Clearing Rules.

3. Requirements to the Exchange. Exchange functions

3.1. The exchange was established and operates as a gas exchange in accordance with the Law of Ukraine "On Commodity Exchanges", which determines the legal conditions for the creation and operation (commodity exchanges), the Law of Ukraine "On Natural Gas Market", the Gas Storage Code, the Gas Transmission Code and other current Ukrainian legislation, Rules, Regulations and other internal documents of the Exchange.

3.2. The Exchange carries out organizational, technical, technological, informational and other measures to ensure the functioning of PP BETS and trading in natural gas stored in gas storages.

3.3. The main functions of the Exchange in the market of natural gas stored in gas storages:

- organization and holding of trades in natural gas stored in gas storage facilities in PP BETS;
- providing bidders with access to PP BETS to place bids for the purchase / sale of natural gas (including the possibility of changing or canceling them);
- control of bids of bidders at exchange trades for compliance with the requirements of the Exchange;
- determination of obligations of bidders (sellers and buyers) on the orders submitted by them in PP BETS, concluded agreements and contracts of sale;
- registration of exchange transactions of purchase and sale of natural gas stored in gas storages;
- control over the fulfillment of obligations of bidders under concluded agreements and contracts of purchase and sale;
- ensuring compliance with the interests of the bidder - the injured party as a result of non-performance by the other party of obligations under exchange agreements and sales contracts by collecting penalties (penalties, fines) and / or compensation payments from the bidder due to which such non-performance occurred;
- development and implementation of measures aimed at ensuring the implementation of concluded exchange agreements and contracts of purchase and sale;
- formation of documents based on the results of exchange transactions;
- providing information in accordance with the established procedure on agreements / contracts of purchase and sale of natural gas concluded on the Exchange to the Gas Storage Operator and the settlement bank of the Exchange;
- implementation of other functions and powers defined by the Rules, Regulations and other internal documents of the Exchange, agreements concluded with bidders, etc.

3.4. In order to perform the functions provided for in these Regulations, Rules and other internal documents, the Exchange performs the following actions:

- carries out accreditation and keeps records of bidders;
- on the basis of concluded contracts of purchase and sale of natural gas stored in gas storages, forms and sends to the Gas Storage Operator in a manner agreed with the Operator in accordance with the terms of the agreement concluded between them and / or provided for in the Exchange and Information Exchange or other document to be concluded between them), trade (for each contract of purchase and sale - trade notification on behalf of the bidder-seller for alienation (sale) and trade notification on behalf of the bidder-buyer for the purchase (purchase) of natural gas) and information notifications;
- provides the Gas Storage Operator with other information stipulated by the concluded agreement on interaction and ensuring fulfillment of obligations by the participants of exchange trades and the Agreement on interaction and provision of information support services of exchange trades with the Gas Storage Operator;
- exercises other powers on behalf and in the interests of exchange bidders, defined by

agreements with bidders.

4. Requirements to the members of trading

4.1. For the correct and stable functioning of the automated workplace and work in PP BETS it is necessary to comply with the minimum requirements for hardware, software and the Internet channel, defined on the website of the Exchange (www.ueex.com.ua).

4.2. Members of exchange trading are obliged to:

- unconditionally comply with the requirements of this Regulations, other internal documents of the Exchange, the lease of exchange offices, the requirements of applicable law, etc.;
- take all necessary measures to prevent the occurrence of circumstances that may cause damage / improper functioning of the automated workplace of the BETS trading participant in general, in particular, ensure the establishment and smooth operation of licensed antivirus protection, non-interference in the work of the BETS outsiders, etc.;
- not to allow the use of their automated workplace by other persons, including brokers not accredited on the Exchange;
- not to allow disclosure, use, disclosure, dissemination of information that became known to the bidder in connection with access to PP BETS, which contains trade secrets and / or confidential information and / or information with limited access;
- not to take actions to obtain under any circumstances information and / or information from PP BETS, which is not directly related to the participant of exchange trading and / or concluding and executing exchange agreements and purchase and sale contracts;
- not to connect to PP BETS with the use of someone else's electronic signature or by selecting someone else's login and / or password;
- not to disclose and / or not to transfer to other persons his electronic signature, logins, passwords, other means of identification of the bidder;
- not to use any software and hardware and other means for penetration, unauthorized access to PP BETS, etc.;
- not to make unauthorized changes in the standard order of operation of the technological equipment of the Exchange, aimed at hacking, attacking, discrediting the Exchange;
- not to take any other actions that are aimed at or may lead to any disruptions in the work of PP BETS and in the activities of the Exchange as a whole;
- immediately notify the Exchange of any interference / attempts by third parties in the operation of the automated workplace of the exchange trader and / or PP BETS and the occurrence of any circumstances that may lead to improper functioning of PP BETS;
- it is obligatory to change the received initial temporary passwords to PP BETS Exchange to your own passwords;
- carry out any, without exception, actions aimed at the proper functioning of the automated workplace of the exchange participant, ensuring the conclusion and execution of exchange agreements and sales contracts, unconditional compliance with this Regulations, lease agreement of other internal documents of the Exchange, current requirements legislation, etc.

4.2.1. Exchange traders assume all risks associated with unreliability / insufficient reliability of access to PP BETS via Internet channels (disconnection, data transmission delay, failure, etc.).

4.2.2. The Exchange is not responsible for possible losses / losses of the bidder, which occurred due to unreliability / insufficient reliability of access to PP BETS via Internet channels

(disconnection between the automated workplace of the bidder and the trading platform, delay in data transmission , failures, etc.).

4.3. In case of violation / non-compliance by the Exchange participant with the requirements of this Regulations, other internal documents of the Exchange, lease agreement, requirements of current legislation, etc., the Exchange has the unconditional right to suspend (suspend) or completely restrict (terminate) the bidder's access to PP BETS. Restoration of access is carried out at the discretion of the Exchange subject to elimination of violations / non-compliance by the Exchange Participant with the above requirements and subject to full compensation of the Exchange participant for damages caused by the Exchange, if any.

4.4. The Exchange also suspends / terminates the access of a trading participant to PP BETS in case of suspension / termination of membership in the Exchange of a trading participant (its authorized representative) and / or suspension / termination of its right to participate in exchange trading for any reasons specified in this Regulations, other internal documents of the Exchange, agreements with the Exchange, including the lease agreement of the exchange place, current legislation, etc.

5. Terms of admission of participants to exchange trading

5.1. Persons defined in Section I of this Regulations as bidders and who meet the following requirements shall be admitted to trading in natural gas stored in gas storages:

- have a valid natural gas storage agreement with the Gas Storage Operator;
- have a valid agreement on the provision of services for declaring natural gas moving across the customs border of Ukraine with the Gas Storage Operator;
- received the right to carry out exchange operations and passed proper accreditation on the Exchange in accordance with the Regulations on Leasing Exchange Places on the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company and other internal documents of the Exchange, and provided relevant documents confirming the authority representative(s) for transactions, in particular, for the conclusion and signing of contracts of purchase and sale;
- concluded an Agreement on interaction and ensuring the fulfillment of obligations by exchange traders (Annex 1 to the Regulations);
- issued a power of attorney (power of attorney) to the Exchange for the Exchange to represent it before the Gas Storage Operator in the form established by Annex 2 to the Regulations;
- have the right to submit trade notifications to the UGS Operator (including through the Exchange) and have provided the Gas Storage Operator with a letter of prior approval for permission to provide trade notifications (Annex 3 to the Regulations);
- signed the Application for accession to this Regulations in the form specified in Annex 4 to the Regulations, according to which they agreed to comply with this Regulations, as well as other internal documents of the Exchange regulating the procedure of accreditation on the Exchange, conclusion and execution of exchange and contracts of purchase and sale in terms of clearing, settlements, deliveries, document flow, as well as other internal documents of the Exchange, regulating the implementation of exchange trading and clearing activities;
- transferred to the current account of the Exchange a guarantee fee to ensure proper fulfillment of obligations under exchange agreements and contracts of purchase and sale of natural gas (including payment for services of the Exchange, as well as other fees, payments, if established by the Exchange).

5.1.1. Bidders - non-residents to obtain admission to exchange trading in natural gas stored in gas storages, additionally provide the following documents:

- duly certified copies of a legalized or apostille-certified document from the commercial, banking or court register, etc., issued not later than one month before the date of submission of documents for accreditation / registration certificate of a local authority of a foreign state on registration of a legal entity / document certifies the registration of a legal entity in accordance with the legislation of the country of its location, certified in the manner prescribed by the legislation of Ukraine;
- a duly certified document certifying the identity of the head in accordance with the laws of his country of citizenship; if the manager is a citizen of Ukraine, an identification code is additionally provided;
- statutory or other documents confirming the authority of the head / other authorized person, as well as the scope of his powers;
- a certificate signed by the head of the enterprise or other authorized person on the ownership structure and the ultimate beneficial owners of the legal entity.

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

5.2. In case of receiving from the Gas Storage Operator information on termination of the natural gas storage (injection, withdrawal) selection agreement and / or agreement on provision of natural gas declaration services moving across the customs border of Ukraine, the Exchange suspends the participant's admission to trading. The basis for renewal of admission in this case is the conclusion of a new agreement with the Gas Storage Operator.

5.3. The participants of the exchange trades must check before the beginning of the trading session:

- fulfillment of all obligations to the Gas Storage Operator, defined by the Gas Storage Code, including the presence / absence of overdue debts of the customer of storage services to the Gas Storage Operator under the contract of storage (injection, withdrawal) of natural gas (hereinafter - storage contract);
- absence / presence of encumbrances or restrictions (including seizure) on natural gas stored in gas storages, which will be put up for exchange trading (for bidders - sellers);
- sufficiency of individual working volume under the contract of storage (injection, withdrawal) of natural gas for proper fulfillment of obligations on acceptance of exchange goods (for bidders - buyers);
- the right (including delegated to the Exchange) to submit trade notifications to the UGS Operator;
- availability and sufficiency of the guarantee fee (including for payment of the commission fee) and other fees, payments, in case of their establishment by the Exchange;
- limits on storage of natural gas put up for exchange trading.

5.4. Failure to comply with the requirements of paragraph 5.3. The Regulations are the basis for the suspension of the participant's admission to trading and / or the occurrence of liability provided for in these Regulations and other internal documents of the Exchange.

6. Admission of goods to exchange trading

6.1. The procedure of interaction between the Exchange, Gas Storage Operator and bidders on admission of goods to exchange bidding is regulated by this Regulations, the Agreement on interaction and fulfillment of obligations by exchange bidders, the Regulations on interaction and exchange of information, other internal documents of the Exchange and Ukrainian legislation.

6.2. The customer of storage services, who intends to participate in exchange trading in natural gas stored in gas storages, shall take measures to acquire the status of exchange goods by the appropriate volume of natural gas by applying the Voluntary Refusal procedure. The amount of natural gas to which the Voluntary Refusal is applied may be put up for exchange trading.

6.3. Voluntary Refusal is registered on the information platform of the Gas Storage Operator on the basis of the Preliminary application of the bidder - seller, which is submitted in accordance with the Instructions of the user of the information platform of the Gas Storage Operator.

6.4. The gas storage operator creates within the interface of the customer of storage services on the information platform a functional possibility for Preliminary applications, on the basis of which the Voluntary Refusal is formed and registered.

6.5. The Preliminary Application states the following data:

- name of the commodity exchange;
- date of application;
- serial number of the trading session(s);
- storage mode;
- the amount of natural gas for trading on the commodity exchange;
- application number for voluntary refusal;
- serial number of the natural gas batch.

6.6. After creating a Preliminary Application on the information platform of the Gas Storage Operator, the seller signs it with an electronic signature.

6.7. The preliminary application is activated before the start of the trading session, during which the bidder - seller puts up for auction the appropriate amount of natural gas stored in gas storage facilities, when the storage operator sends the Exchange an information file with information about Voluntary Refusals registered on the information platform.

6.8. The preliminary application may be rejected (not confirmed) by the Gas Storage Operator in the case of:

- absence from storage at the seller of the volume of natural gas specified in the Preliminary application;
- the presence of a technical error in the Preliminary application (in the name of the customer of storage services, EIC-code, in the amount of natural gas, etc.).

Rejection of the Preliminary Application due to a technical error does not deprive the Customer of storage services of the right to re-submit the Preliminary Application on the information platform of the Gas Storage Operator, on the basis of which the procedure of Voluntary Refusal for this amount of natural gas stored in gas storages will be initiated. The repeated application is processed and executed by the Gas Storage Operator according to the same procedure as the original one.

6.9. In case the Gas Storage Operator activates the Preliminary Application, the seller's right to dispose of the relevant volume is temporarily limited, subject to regulation in accordance with the Regulations and the Agreement on Interaction and Enforcement of Obligations by Exchange Bidders, and the corresponding volume of natural gas.

6.10. The seller may use only one Voluntary Refusal within one trading session for one batch of natural gas. Creation of another preliminary application for Voluntary Refusal for the same batch of natural gas is possible only after cancellation of the Preliminary Application for a certain trading session (before its activation by the Storage Operator) or after the Storage Operator receives an information notification from the Exchange for cancellation of Voluntary Refusal of the commodity which had not been sold by the bidder-seller.

To participate in the next trading sessions, it is allowed to apply Voluntary Refusals to a batch of natural gas stored in gas storages that has been released from the previous Voluntary Refusal.

6.11. In the absence of volumes of natural gas stored in gas storages, which as a result of Voluntary Refusal may be considered exchange goods, the customer of storage services has the right to participate in exchange trading in natural gas stored in gas storage facilities only as a bidder.

7. The procedure for submitting applications for participation in the tender

7.1. The trading session in PP BETS is opened by the Administrator of PE BETS according to the Exchange schedule not earlier than 24 hours before the beginning of trading.

7.2. The number of items that can be put up for sale or purchase is unlimited. Each position in PP BETS is assigned a unique number (position number).

7.3. Sale or purchase positions introduced in PP BETS, but not signed by electronic signature, may be edited or removed (deleted) at any time during the period of registration of Applications, but not later than the deadline set by paragraph 7.6. of this Regulations.

7.4. The initiator of the position takes measures to acquire the status of exchange commodity for the batch of natural gas put up for auction, namely - in the manner prescribed by Section 6 of the Regulations, taking into account the Voluntary refusal of this amount of natural gas on the Information Platform of the Storage Operator. If the initiator of the position has submitted a position for purchase in PP BETS, bidders-sellers also pre-apply the Voluntary Refusal to the volumes of natural gas that they intend to sell to the initiator of the buyer position.

7.5. If the information in the position for sale coincides with the information of the Preliminary application registered on the Information Platform of the Gas Storage Operator, such position becomes available to the initiator of the position-seller for signing by electronic signature (AHS).

7.6. The period of signing the position for purchase or sale entered into PP BETS begins 30 minutes before the start of trading and ends at the beginning of trading, after which its terms cannot be changed.

7.7. If during the period specified in p.7.6. The initiator of the position has not signed the Application with an electronic signature, the exchange trades of this position are recognized as not having taken place.

8. General conditions of exchange trading

8.1. Exchange trades are conducted using one-way auction technology in open trading sessions in accordance with the Exchange Trading Schedule published on the official website of the Exchange. Exchange trades start on the date and time specified on the terms of the trading session and published on the Exchange website on PP BETS on the Internet with remote access.

8.2. At the exchange trading within one trading session, the initiators of the position (positions) can be placed positions to buy and positions to sell.

8.3. The process of exchange trading in PP BETS is divided into periods:

- Registration of bids - the period of submission of bids for participation in the bidding and, which begins from the moment of creation (opening) of the trading session and ends at the beginning of the bidding period;
- Trading - a period that begins on the date and time determined by the terms of the trading session and published on the Exchange website and ends after the sale of lots put up for auction, but not later than the time specified on the terms of the trading session and published on the Exchange website; if at the time of completion of the trading session determined by the conditions of the trading session, trading in any of the positions is still ongoing, the trading session continues until the end of trading on the last of the lots / package of combined lots on which exchange trading takes place; The administrator of PP BETS may extend the trading period for the time specified in the notice, which is displayed in PP BETS;
- Signing of sales contracts - the period of formation in PP BETS and conclusion by signing by electronic signature (AHS) of sales contracts, which begins after concluding exchange agreement and ends for the 30 minutes of till the end of trading day (Kyiv time).

8.4. The conclusion of agreements in which the participant acts as both seller and buyer is prohibited.

8.5. Bidders may submit bids and conclude exchange transactions only within the limits of the guarantee deposit available on the General Account and within the limits of natural gas volumes for which the Voluntary Refusal has been applied.

8.6. Exchange agreements in accordance with this Regulations are concluded only if at least one of the parties to the exchange agreement is a non-resident trader, as well as provided that Framework Agreement has been concluded between both parties to the exchange agreement. Individual Agreements are concluded in order to implement exchange transactions and determine the essential terms of the Framework Agreement. If the terms of the Individual Agreement and the Framework Agreement contradict or create mutual inconsistencies, the terms of the Individual Agreement shall prevail.

9. The procedure for the trading session

9.1. To participate in exchange trading, bidders must log in to PP BETS using their login and password and accepting the conditions (agreement with the terms) of certification of actions in PP BETS, which is equivalent to confirming with their electronic signature that all actions of the participant in PP BETS will be considered signed by a personal electronic signature, will correspond to the will of the exchange participant and will have legal force.

9.2. A participant of exchange trading, who temporarily leaves his automated workplace during the trading session, is obliged to leave PP BETS. Otherwise, he is fully responsible for all actions taken on his behalf in PP BETS during this period.

9.3. Lots of each position are traded sequentially. Each subsequent identical lot / package of combined lots in the position shall be put up for auction at the closing price of the previous lot / package of combined lots of the position, provided that the previous lot / package of combined lots has not been put up for auction by the method of accepting a counter-offer, or at the price set by the initiator of the position when editing the terms of his own position.

9.4. The volume of the Exchange Commodity in the application is determined in thousands of cubic meters (TCM). The volume of 1 (one) lot is equal to 1000 (one thousand) cubic meters of natural gas.

9.5. The price step is 0.3 Euro (EUR) per thousand cubic meters, unless otherwise determined by a separate decision of the Exchange Committee.

9.6. Exchange trades are held both to increase and decrease prices. During the trading period, bidders (seller / buyer), according to the lists of exclusions of counterparties (if any), unless otherwise determined by the Exchange Committee, may purchase / sell lots for any of the admitted positions.

9.7. The administrator of PP BETS forms a list of exceptions of counterparties on a written application from the bidder with the signature of its head and the seal, transmitted in any convenient way (by facsimile, e-mail) with subsequent sending of the original by mail, by the principle:

"Nobody except" - the list of exceptions includes only those contractors (bidders) who will be able to participate in all positions of the bidder in any trading session and have concluded with the bidder Framework Agreement.

Formation of lists of exceptions is obligatory for all participants of exchange trades.

9.8. The absence of a counterparty in the list of exceptions does not limit its right to participate in exchange trading on the positions of other participants in exchange trading, which included it in the list.

9.9. Based on the list of exceptions, the counterparty will not be allowed to bid on all positions of the participant in any trading session, which will be notified to the counterparty when it submits a purchase order and / or a sale order on the relevant positions.

9.10. The statement of the exchange bidder on the inclusion of the counterparty in the list of exceptions is a document that expresses the will and needs of such bidder, which sets a position, and is equated to the stated qualification requirements of the bidder to the counterparties.

9.11. The administrator of PP BETS edits the list of exclusions of counterparties (adds and / or removes counterparties) on the basis of a written application from the participant of exchange trading with the signature of his head and the seal transferred in any convenient way (facsimile, e-mail) with the subsequent sending of the original by valuable mail sheet.

9.12. If the exchange agreement was concluded in PP BETS, and the parties did not implement paragraph 9.7. of the Regulations regarding forming the list of exceptions, such an agreement is considered unconcluded.

The guarantee contributions of the parties blocked under this exchange agreement are unblocked in this case (less the amount of the commission fee kept by the Exchange), and the Voluntary Refusal imposed on the seller's exchange goods subject to this exchange agreement is canceled by the Exchange and gas processing of appropriate information notification.

9.13. During the trading period, trade participants-buyers submit proposals on the readiness to purchase 1 (one) lot or a package of combined lots in the provisions on the terms of the initiator of the sell position. In order to take a leading position in relation to a lot / package of combined lots, for the purchase of which an offer for participation of another participant has been submitted, the buyer must increase the current price while waiting for the best offer.

9.14. Similarly, during the bidding period, bidders submit proposals for the readiness to sell 1 (one) lot / package of combined lots in the position on the terms of the initiator of the buyer position. In order to take the lead in a lot / package of combined lots for which another bid has already been submitted, the bidder must reduce the current price while waiting for the best bid.

9.15. The waiting time for the best offer is 3 minutes, unless otherwise specified by the Exchange Committee or specified in the information announcement on the exchange trading, which is published on the Exchange's website. If the trading session continues until the end of the bidding for the last of the lots / package of combined lots, after the closing time specified in the terms of this session, the waiting time for the best offer after the closing time specified in the terms of this session may be reduced.

9.16. The participant of exchange trading in the trading period within the submitted bids has the opportunity to submit a counter-offer for each of the items, indicating the desired price per unit of goods and / or the number of lots. The participant of exchange trading, who has received counter-offers on own positions, analyzes them and makes the decision on expediency of their acceptance. In case of acceptance of the counter-offer, the corresponding amount of the guarantee fee is automatically blocked on the General Account of the bidder who submitted the offer, and the countdown of waiting time for the best offer begins, during which other participants can improve the current price to take the leading position from united lots.

9.17. A participant in exchange trading during the trading period can adjust the parameters of his own positions, including by the lots in the queue (pending trading), combine lots into a package, including the lots in the queue (pending trading), remove all or part of the lots in a position or add lots to a position within the available amount of the guarantee fee.

9.18. PP BETS records the fact of concluding an agreement with the bidder whose offer was in the lead at the end of the waiting time for the best offer.

9.19. Within 30 minutes from the end of the trading session on the trading day, the Exchange shall send to the Storage Operator information notices on cancellation of Voluntary Refusals for all volumes of natural gas for which no exchange agreements have been concluded.

10. Concluding of contracts of purchase and sale

10.1. The contract of purchase and sale of natural gas stored in gas storages (Annexes 5-1 and 5-2 to the Regulations) has a standardized form in PP BETS. Exchange traders may sign sales contracts with an electronic signature during the trading period after the expiration of the waiting time for the best offer and during the period of signing purchase and sale contracts. The purchase and sale contracts signed by the participants in exchange trading (hereinafter also the Individual contracts) are signed by a qualified electronic signature of the authorized representative of the Exchange and is registered in PP BETS on the day of concluding the exchange agreement. The individual contract comes into force from the moment of its registration in PP BETS.

10.2. During the period of signing the purchase and sale contract in PP BETS, protocols of exchange trading and purchase and sale agreements are formed:

- for exchange transactions, the subject of which is the exchange product "customs warehouse", the Individual agreement of the form A is used (appendix 5-1 to the Regulations);
- for exchange transactions, the subject of which is the exchange product "customs warehouse + short-haul", the Individual Agreement form B is used (Annex 5-2 to the Regulations).

10.3. During the period of signing purchase and sale agreements for each agreement, PP BETS displays information on exchange participants who became parties to the exchange agreement and their clients (if the exchange participant(s) acted in the interests of the client(s)). Each purchase and sale contract is assigned a registration number by the Exchange. This information is available only to the parties to the relevant exchange agreement.

10.4. At the request of the parties to the exchange agreement, the Individual Contract is signed and certified by the seals (if any) of the parties to the exchange agreement and the Exchange in documentary form on paper.

10.5. At the request of the parties to the exchange agreement, the Exchange shall mark the contract of purchase and sale in documentary form on paper by the Exchange on the registration of the exchange agreement in PP BETS, on the basis of which purchase and sale contracts were concluded on the Exchange.

10.6. Refusal of one of the parties to the exchange agreement to sign the purchase or sale contract in documentary form on paper, in accordance with paragraph 10.4. of this Regulations, does not release such a party from the obligations under the purchase and sale contracts, formed and signed by the parties to the exchange agreement with an electronic signature in PP BETS.

10.7. If the broker does not have the authority to sign purchase and sale contracts, such contracts shall be signed within the period of time specified by the Exchange and published on its official website by another authorized person of the bidder who provided the Exchange with confirmation of relevant powers and entered into PP BETS application to use your own login and password.

11. Calculations and cancellation of Voluntary Refusal

11.1. Grounds for cancellation of Voluntary Refusal:

- fulfillment by the buyer of financial obligations to pay for exchange goods and confirmation by the seller of such payment in the manner prescribed by this Regulations and the

Agreement on interaction and ensuring the fulfillment of obligations by participants in exchange trading;

- non-fulfillment by the buyer of the terms of financial obligations to pay for exchange goods;
- failure of the seller to conclude exchange agreements on the alienation of the encumbered volume of natural gas based on the results of the trading day;
- with the consent of the parties to the exchange agreement;
- by court decision.

11.2. The settlement period (payment of the exchange goods by the buyer) starts from the moment of signing the exchange agreement and ends at 10:00 Kyiv time (UTC +2) of the calendar day, which is the fifth after the trading day. In the case provided for in paragraph 11.4. According to the regulations, the settlement period can be extended by 48 hours.

11.3. If the buyer's financial obligations to the seller are fulfilled and confirmed by the seller or both parties to the exchange agreement, the Exchange submits to the Storage Operator relevant trade notifications on the basis of which the Storage Operator administers natural gas transmission from seller to buyer: increases natural gas on account storage of the buyer who receives natural gas and reduces the amount of natural gas on the storage account of the seller who transmits natural gas to the amount of natural gas specified in the trade notification.

11.4. If the buyer has provided the Exchange with confirmation of payment due to the seller of natural gas, and the seller has not confirmed such payment in the prescribed manner, the Exchange has the right to suspend for 48 hours the relevant exchange contract to clarify the circumstances of settlements between the parties of this contract. For this purpose, the Exchange sends a letter to the seller's e-mail with a request to confirm or deny the fact of receipt of funds from the buyer as payment for the exchange goods (hereinafter - the letter of request).

11.4.1. If, after receiving the letter of request, but not later than within 48 hours from the end of the settlement period, the seller confirms payment, the Exchange shall send the Storage Operator a trade notification for the relevant batch of natural gas and unblock the guarantee fees of the exchange agreement.

11.4.2. If after receiving the letter of request, but not later than within 48 hours from the end of the settlement period, the seller provides the Exchange with a response denying the fact of payment by the buyer, Voluntary refusal is canceled, trade notification is not sent to the storage operator, the contributions of the parties to the exchange agreement are unblocked. In such a case, the dispute over the (non) fulfillment of the parties' obligations is resolved in court.

11.4.3. If within 48 hours from the end of the settlement period the seller does not provide the Exchange with a response to the letter of request, the Exchange sends the Storage Operator a commercial notification for the relevant batch of natural gas, the seller's guarantee fee is transferred as a penalty to the buyer and the buyer's guarantee fee is unblocked.

11.5. The seller sends the response to the request letter from his e-mail address specified during the accreditation on the Exchange to the e-mail address of the Exchange (info@ueex.com.ua).

11.6. If the buyer has not paid for the natural gas purchased from the seller (has not provided proof of payment) in due time, the buyer is subject to sanctions under the Agreement on

interaction and enforcement of obligations by exchange traders (Annex 1 to the Regulations) and Regulations, and Voluntary refusal is canceled by the Exchange submitting an information notification to the Gas Storage Operator, on the basis of which the cancellation of the Voluntary Refusal is registered in the information platform.

If at the end of the gas day, the trade notification submitted by the Exchange to the Storage Operator on behalf of and on behalf of the buyer / seller has not been confirmed by the Storage Operator, the guarantee fee of the guilty party shall be transferred to the other party to the exchange contract. Voluntary refusal is canceled by the Exchange submitting an information notification and registration by the Gas Storage Operator to cancel the Voluntary Refusal.

11.7. If during the trading day no bid of the seller for sale was accepted during the exchange trading, within 30 minutes from the end of the last trading day of the trading session the Exchange sends an information notification to the Gas Storage Operator on cancellation of the relevant Voluntary Refusal.

11.8. In the event that a trading or informational notification has not been received from the Trading Platform Operator, or the Gas Storage Operator has not confirmed the seller's trading notice, the Voluntary Refusal Cancellation Information platform is automatically registered in the information platform of the Gas Storage Operator upon the completion of the seventh gas day after the trading day during which applications (registration Voluntary refusal).

11.9. The obligation to timely provide the Exchange with information on confirmation of payment (receipt of payment) for exchange goods by sending a financial notification rests with both the buyer and the seller. For non-fulfillment or untimely fulfillment of this obligation, the guilty party shall be liable in accordance with the provisions of the Regulations.

Confirmation by the seller of the fact of receipt of funds for the sold exchange goods from the buyer is considered to be legal. If there is a confirmation of payment by the seller, the Exchange submits a trade notification to the Gas Storage Operator, regardless of the presence / absence of confirmation from the buyer.

12. Guarantee fee and commission fee

12.1. To ensure proper fulfillment of obligations under concluded exchange agreements and purchase and sale contracts, as well as fulfillment by the parties to the Exchange agreement of the obligation to the Exchange to pay the commission fee for concluding the exchange agreement, bidders transfer to the current account of the Exchange specified in 12.8. Regulations, Guarantee Fee, which is recorded in the General Account of the bidder.

12.2. Bidders independently determine the amount of cash as a Guarantee Deposit required to ensure the fulfillment of their obligations under the Regulations, based on the requirements set by the Exchange on the procedure for determining the amount of the Guarantee fees, as well as their own plans for purchase and sale of stored natural gas in gas storages, which bidders intend to carry out.

During the Exchange trading period, the amount of the commission fee for concluding an exchange agreement is deducted from the amount of the Guarantee Fee and is automatically blocked on the General Account of the bidder. During the period of signing contract of purchase

and sale, the funds of a party to the exchange agreement or its client, blocked to ensure payment of the commission fee for concluding the exchange agreement, are automatically unblocked and credited to the Exchange for payment of commission fee under such exchange agreement.

12.3. In order to guarantee the fulfillment by the parties of their obligations under the exchange agreement on the conclusion of the contract of sale, as well as to guarantee the fulfillment by the parties of their obligations to supply and pay for natural gas under the concluded contracts of sale, bidders enter into an Agreement on interaction and fulfillment of obligations by exchange bidders, the terms of which regulate, inter alia, the procedure for application and cancellation of Voluntary Refusal for the relevant amount of natural gas stored in gas storages and put up exchange trading, as well as relations regarding the application of sanctions provided for by this Regulations.

12.4. Non-resident bidders transfer the amount of the Guarantee fee in Euro (EUR). Resident bidders transfer the amount of the Guarantee fee in the national currency of Ukraine (UAH). Registered (accredited or legalized) in accordance with the legislation of Ukraine branches, representative offices and other separate divisions of companies, organizations established in accordance with the legislation of other states, located in Ukraine are considered non-residents within the tax legislation of Ukraine, but transfer the amount of Guarantee in national currency of Ukraine (UAH).

12.5. The amount of the Guarantee fee is a constant value for each thousand cubic meters of natural gas (which the exchange participant intends to buy or sell based on the results of the Exchange auction), which is equal to 5.05% of the Exchange published on the official website in the section "Exchange quotations" ([https://www.ueex.com.ua / exchange-quotations /](https://www.ueex.com.ua/exchange-quotations/)) weighted average price per thousand cubic meters of natural gas (taking into account all terms of payment and VAT) determined by the results of the month preceding the settlement. The settlement month is the month in which the bidder transfers the Guarantee Fee to the Exchange.

In this case, the amount of the commission fee for concluding an exchange agreement, which is paid by the exchange participant as part of the amount of the Guarantee Fee, is 0.05% of the value of the volume of natural gas for which the exchange agreement has been concluded. The cost of such natural gas is calculated by multiplying its volume in thousands of cubic meters for the weighted average price per thousand cubic meters published on the Exchange's website in the section "Exchange quotations" (<https://www.ueex.com.ua/exchange-quotations/>) natural gas (taking into account all terms of payment and VAT), determined by the results of the month preceding the settlement.

12.6. The commission fee for concluding an exchange agreement is withheld by the Exchange from the amount of the Guarantee Fee of the Exchange Trading Participants in the currency in which the Exchange Trading Participant paid its Guarantee Fee.

12.7. In case of application of sanctions and write-off of the amount of the Guarantee Fee (or its part) of one bidder in favor of another bidder, the funds shall be transferred in the currency in which the bidder receiving the funds made its Guarantee Fee. The costs of the Exchange for the sale or purchase of foreign currency in this case are borne by the bidder, which is subject to sanctions.

12.8. The amount of the Guarantee Fee is transferred by the bidder to the current account of the

Exchange with the purpose of payment:

"#UGS Replenishment of guarantee funds for bidding from" according to the following details:
account in hryvnia № _____ in _____,
Company Code 37027819
currency account № _____ in _____,
Company Code 37027819

(Attention! In case of incorrect entry of a key value in the text of the payment purpose, the corresponding amount will not be credited to the analytical account of PP BETS, but will be returned as erroneously transferred funds to the current account of the bidder upon written application from the bidder signed by the manager or other authorized person of such bidder, and the seal (if any), transmitted in any convenient way (by facsimile, e-mail, etc.) with the subsequent sending of the original by mail.

The key value in the text of the purpose of payment consists of the hashtag symbol (symbol "#") and the abbreviation in Latin, capital letters BETS, entered without spaces - #UGS). Bidder's bids are admitted to the exchange bidding automatically within the amount of the Guarantee Fee on the General Account free of obligations.

12.9. The Exchange Participant initiates the transfer of unblocked funds from the General Account to the current account by submitting orders and concluded exchange agreements by submitting an order to withdraw funds in the Exchange's clearing system indicating the amount required for transfer. The Exchange processes and submits to the settlement bank of the Exchange for execution the withdrawal orders submitted by the participants of the exchange trades not later than on the next banking day after the receipt of the order.

12.10. Guarantee Fees of exchange traders that have been blocked under Orders for which no exchange agreements have been concluded shall be automatically unblocked on the General Accounts of traders after the end of the Exchange trading period.

12.11. In the event that both parties to the exchange agreement within the period specified by the Exchange and published on its official website of the Exchange have not signed the purchase agreement with electronic signatures in PP BETS, the amount of guaranteed guarantee contributions of both parties to the exchange agreement will be blocked. General accounts in PP BETS and can be returned to them or used by them in the future as Guarantee contributions for the purpose of participation in other Exchange trades. In this case, both parties are not exempt from paying the commission fee for concluding an exchange agreement and such commission fee is withheld by the Exchange from the amounts of their Guarantee Fees, unless otherwise determined by the decision of the Exchange Committee.

12.12. In the event that during the period determined by the Exchange and published on its official website, one of the bidders who is a party to the exchange agreement signed an electronic signature in PP BETS provided by such exchange agreement contract of purchase and sale, and another bidder who is the other party the same exchange agreement is not signed in the same way and within the same period of the specified contract of purchase and sale, the guarantee fees of such bidders (parties to the exchange agreement) are unblocked. In this case, the amount of the Guarantee Fee of the Bidder who has not signed the noticed contract of purchase and sale (less the amount of commission fee for concluding an exchange agreement withheld by the Exchange from such bidder, as well as less the amounts of Exchange expenses related to purchase or sale of foreign currency, if required by the Regulations and after deducting the costs of the

Exchange for the transfer of funds), as a penalty for breach of the exchange agreement, is transferred to another bidder who is the other party to such exchange agreement and duly signed purchase and sale contracts provided for by it.

12.13. In the event that one bidder (who is a party to the exchange agreement and the buyer under the contract of purchase and sale concluded for its execution) within the period specified by the Exchange and published on its official website has not fulfilled the financial obligations under the contract of purchase and sale to pay the price Exchange goods to another bidder (who is the seller under the same contract of purchase and sale), the guarantee fees of such bidders are unblocked. In this case, the amount of the Guarantee Fee of the bidder who is a party to the said exchange agreement and the Buyer under the contract of purchase and sale (excluding the amounts of Exchange expenses related to the purchase or sale of foreign currency, if required by the Regulations and less the amounts of the Exchange's expenses for the transfer of funds), as a penalty for breach of the terms of purchase and sale contract, is transferred by the Exchange to another bidder who is a seller under the same contract of purchase and sale.

12.14. In the event that the Gas Storage Operator has not confirmed the trade notification (trade notifications) submitted to it by the Exchange for the purpose of transferring the Exchange commodities (natural gas) from one trades participants (who is a seller under a contract of purchase and sale) to another trades participant (who is the buyer under such a contract of purchase and sale), the guarantee fees of such trades participants are unblocked. In this case, the amount of the Guarantee fee of the trades participant, due to the actions or inaction of which the Gas Storage Operator did not confirm the trades notification submitted on its behalf by the Exchange (excluding the amounts of Exchange expenses related to purchase or sale of foreign currency, in case it is required in accordance with the Regulations and minus the amounts of the Exchange's expenses for the transfer of funds), as a penalty for breach of the terms of the contract of purchase and sale, is transferred by the Exchange to another trades participant who is the other party to the same purchase and sale contracts. In case, the trading notifications are not confirmed by the Gas Storage Operator due to the fault of both parties to the contract of purchase and sale, the Guarantee fee of such trades participants (minus the amount of the exchange fee withheld by the Exchange for the conclusion of an Exchange agreement) are unblocked and no penalties are charged.

12.15. Guarantee fees of trade participants (excluding the amounts of the commission fee for concluding an exchange agreement withheld by the Exchange) blocked under applications for which exchange agreements were concluded and the conditions of stipulated and concluded contracts of purchase and sale are fulfilled shall be unblocked by the Exchange upon confirmation by the gas storage Operator of appropriate trade notifications on the transfer of exchange commodities (natural gas) for the implementation of the contracts of purchase and sale may be returned by the trades participant or used by them in the future as Guarantee fees for the purpose of participating in other Exchange trades.

12.16. In order to reduce the risks of default and ensure settlements between trade participants, as well as between trade participants and the Exchange and / or reduce the risks of default on the supply of Exchange commodities, the Exchange has the right to impose other requirements on trade participants and introduce other measures ensuring proper fulfillment of obligations by trades participants.

12.16.1. If the parties to the executed exchange contract are a non-resident seller and a resident

buyer, an additional condition for unlocking the Guarantee fee of such seller is the sending of a Commercial Report to the buyer.

12.17. Expenses of the Exchange for payment of the bank's commission and other expenses related to the Exchange's purchase or sale of foreign currency, as well as expenses for other obligatory payments made by the Exchange in connection with the transfer and / or refund of the Guarantee Fee, if such expenses and payments are made by the Exchange in connection with the fulfillment of the conditions of Section 12 of the Regulations, shall be imposed on the trades participants by deducting the amounts of such expenses / payments from the amount of the Guarantee fee.

12.18. The obligation of trades participant is to pay a fine in favor of another trades participant in the cases provided for in Section 12 of the Regulations arises by the decision of the Exchange Committee in this regard in accordance with the Rules.

13. Informing about the results of the auction

13.1. The Exchange publishes the results of exchange trades on its website in accordance with the requirements of applicable law.

13.2. Information about the parties of exchange trades, prices, volumes and other conditions of specific agreements and contracts of purchase and sale of exchange commodities is commercial information. Persons who have received such information shall not have the right to disclose, disclose or transmit it to third parties in any form without the written permission of the Exchange.

13.3. All information related to the course and results of exchange trades is the property of the Exchange. The Exchange has no right to disclose information relating to the parties to exchange transactions and directly to the seller and buyer specified in the exchange agreement, except in cases of providing such information in accordance with the requirements of current legislation of Ukraine.

14. Cancellation of bidding results

14.1. The results of exchange trades may be partially or completely invalid and annulled unilaterally, if it is determined by separate decisions of the Exchange Committee or the authorized state body, taking into account the requirements of the legislation of Ukraine.

14.2. The decision of the Exchange Committee or the authorized state body to cancel the results of exchange trades is the basis for cancellation of sales contracts.

14.3. In case of cancellation of the exchange agreement or purchase agreement, the parties shall not be exempted from paying the commission fee and other obligatory payments stipulated by these Regulations and other internal documents of the Exchange, unless otherwise determined by the Exchange Committee or other authorized body of the Exchange.

15. Final provisions

15.1. The procedure for resolving extrajudicial disputes over exchange transactions, termination of exchange agreements, contracts of purchase and sale, liability of the Exchange

and exchange trading participants, procedure for disclosure and provision of information, force majeure, and other issues not regulated by this Regulation are regulated by the Rules of Limited Liability Company "Ukrainian Energy Exchange", the Rules of Exchange Trade on the Commodity Exchange - Limited Liability Company "Ukrainian Energy Exchange", other internal documents of the Exchange.

15.2. Changes and / or additions to these Regulations shall be approved by the Exchange Committee of the Ukrainian Energy Exchange Limited Liability Company.

15.3. When making changes and / or additions to the regulations governing the activities and functioning of commodity or gas exchanges, as well as when making changes and / or additions to the internal documents of the Exchange, in accordance to which the relations specified in this Regulation are regulated, this Regulations applies to the extent that does not conflict with such changes and / or additions.

Annex № 1

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime "customs warehouse",
on the commodity exchange - Limited Liability
Company "Ukrainian Energy Exchange"*

CONTRACT № _____

on interaction and ensuring fulfillment of obligations by participants of exchange trades

Kyiv

« ____ » _____ 2021

Limited Liability Company "Ukrainian Energy Exchange" (hereinafter - Exchange), in the person of _____, acting on the basis of Charter, from one hand, and _____ (hereinafter – Customer of storage services, Customer), in the person of _____, acting on the basis of _____, from the other hand, (hereinafter together - Parties),

concluded this Contract on interaction and fulfillment of obligations by participants of exchange trades (hereinafter - Contract) in order to minimize risks under exchange agreements of purchase and sale of natural gas stored in gas storages in the customs regime "customs warehouse" or "customs warehouse" with service "short-haul" in accordance with the Gas Storage Code and the Gas Transmission System Code), on the following:

Terms used in this Contract:

Exchange Commodity - natural gas, gas (methane) of coal deposits (hereinafter - natural gas), which is a foreign commodity within the meaning of the Customs Code of Ukraine and stored in underground gas storage facilities of Ukraine in the customs regime of customs warehouse and customs regime of customs warehouse with "short-haul" transport service . Exchange commodities within the meaning of this Contract may be only the amount of natural gas to which the Voluntary Refusal mechanism has been applied;

Voluntary Refusal - is a voluntary waiver by the Seller of its right to use and dispose of the volume of natural gas (submit trade notifications, nominations / renominations) stored in gas storages in the customs regime of the customs warehouse and the customs regime of the customs warehouse with "short-haul" transport service which is exhibited on exchange trades, for the period of time during which the Buyer is obliged to make payments under the relevant exchange Contract. Such refusal shall be terminated automatically in accordance with the procedure provided for in this Contract, or after the Gas Storage Operator has registered the relevant trade or information notifications received from the Trading Platform in the information platform;

Information notification - information message of the form established by this Contract, sent to the Gas Storage Operator by the Exchange, acting on behalf of the Customer on the basis of a power of attorney, and on the basis of which the Gas Storage Operator registers cancellation of Voluntary Refusal for exchange commodities not sold by the Seller;

Preliminary application - application for admission to exchange trading submitted by the Seller to the Gas Storage Operator, after activation of which the Voluntary Refusal of the Seller is registered in the information system of the Gas Storage Operator. The preliminary application is activated before the start of the trading session, during which the Seller exhibits the appropriate amount of natural gas, at the time of sending by the gas Storage Operator to the Trading Platform Operator an information file with information about registered voluntary refusals of the trades participants in the information platform of the gas Storage Operator;

Short-haul service (short-haul) – this is a special gas transportation service, which from January 1, 2020

allows you to get a discount on transportation between certain interstate entry and exit points. In accordance with the requirements of the Gas Transmission System Code, this service is defined as "capacity with limitations";

Regulations - Regulations of exchange trade in natural gas stored in gas storages in the "customs warehouse" mode, on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange".

All the other terms, indicated in this Contract, are used in accordance with current legislation of Ukraine and Regulations.

1. SUBJECT OF THE CONTRACT

1.1. In order to ensure proper fulfillment of obligations by participants of exchange trades in natural gas stored in gas storages in the customs regime of customs warehouses and customs regime of customs warehouses with "short-haul" transport service, the Parties agreed to introduce a system of Voluntary Refusal to use and dispose of exchange commodities, which the Customer intends to put up for exchange trades on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange".

1.2. The Customer instructs the Exchange to cooperate on behalf of the Customer with the Gas Storage Operator in terms of sending information notifications in order for the Gas Storage Operator to take actions aimed at canceling the Voluntary Refusal in accordance with the terms of the Contract on interaction and provision of information support services as well as in the part of sending trade notifications, on the basis of which the Gas Storage Operator keeps records of the transmission of natural gas, which the Customer intends to acquire or alienate.

1.3. This Contract is a Contract of delegation within the meaning of Article 1000 of the Civil Code of Ukraine.

1.4. Provisions of this Contract shall apply to the Customer of storage services depending on his status as a party (Seller or Buyer) in the purchase and sale of Exchange commodities Contract, which he has concluded or intends to enter into.

1.5. Regulation of contractual relations is carried out taking into account the provisions of the Gas Storage Code, approved by the Resolution of the National Commission for State Regulation of Energy and Utilities dated 30.09.2015 № 2495, other regulations and internal regulations of the Exchange.

2. GENERAL PROVISIONS

2.1. The application of the Voluntary Refusal mechanism is a condition for admitting the appropriate amount of natural gas of the Seller to exchange trades on the commodity exchange - Limited Liability Company "Ukrainian Energy Exchange".

2.2. Voluntary refusal is formed and recorded in the information system of the Gas Storage Operator on the basis of a preliminary application of the Seller.

2.3. The preliminary application contains the following data:

- name of the commodity exchange;
- date of application;
- serial number of the trading session(s);
- storage mode;
- the amount of natural gas for trading on the commodity exchange;
- application number for voluntary refusal;
- serial number of the natural gas batch.

2.4. After creating a preliminary application on the information platform of the Gas Storage Operator, the Seller signs it with an electronic signature.

2.5. Grounds for rejection (non-confirmation) of the previous application:

- absence of the Seller's volume of natural gas for storage specified in the previous application;

- technical errors in the previous application (in the name of the customer of storage services, EIC-code, in the amount of natural gas, etc.).

2.6. In case of absence of the accounted volumes of natural gas, which as a result of Voluntary Refusal can be considered as exchange commodities, the Customer of storage services has the right to participate in exchange trades of natural gas stored in gas storages in customs regime of customs warehouse and customs regime of customs warehouse "short-haul", exclusively as a trades participant-Buyer.

2.7. Grounds for cancellation of Voluntary Refusal:

- fulfillment by the Buyer of financial obligations to pay for the Exchange commodities and confirmation by the Seller of such payment by sending an information message to the settlement bank of the Exchange in accordance with the requirements of the Regulations;
- non-fulfillment of financial obligations of payment of exchange commodities;
- failure of the Seller to conclude exchange agreements on the alienation of the encumbered volume of natural gas based on the results of the trading day;
- with the consent of the parties to the exchange agreement;
- by court decision.

2.7.1. If the Buyer's financial obligations under the Seller are fulfilled and confirmed by the Seller or both parties to the exchange contract, Exchange submits to the Gas Storage Operator relevant trade notifications on the basis of which the Gas Storage Operator provides administration of natural gas transmission from the Seller to the Buyer: increases the volume of natural gas stored on the Buyer's storage account, who receives natural gas and reduces the amount of natural gas on the storage account of the Seller who transmits natural gas by the amount of natural gas specified in the commercial notification.

2.7.2. If the Buyer provides the Exchange with confirmation of payment of the Seller's of natural gas, and the Seller does not confirm such payment in the prescribed manner, the Exchange has the right to suspend for 48 hours the relevant exchange contract to clarify the objective circumstances of settlements between the parties. In this case, the trading notification is / is not submitted by the Exchange depending on the results of the inspection of the Buyer's fulfillment of financial obligations.

2.7.3. If the Buyer has not paid for the natural gas purchased from the Seller (has not provided proof of payment) within the prescribed time, the Buyer shall be subject to the sanctions provided for in this Contract and the Regulations, and Voluntary Refusal shall be canceled by the Exchange submitting of trade notification to the gas storages Operator in accordance to which the information platform registers the cancellation of the Voluntary Refusal.

If the trading notice submitted by the Exchange to the Gas Storage Operator on the name and on behalf of the Buyer / Seller has not been confirmed by the Gas Storage Operator, the guarantee fee of the guilty party shall be transferred to the other party of exchange agreement, in such case, and the voluntary waiver shall be canceled by the submission by the exchange an information notification and registration by the Gas Storage Operator of cancellation of voluntary refusal.

2.7.4. If during the trading day no application of the Seller for sale was accepted during the exchange trading, within 30 minutes from the end of the last trading session on the last trading day the exchange sends to the storage operator an information notice on cancellation of the relevant Voluntary Refusal.

2.7.5. If the Trading Platform Operator has not sent a trade or information notification, or the Gas Storage Operator has not confirmed the trade notification, the Gas Storage Operator Information Platform automatically registers the cancellation of the Voluntary Refusal at the end of the seventh gas day after the trading day when the preliminary application activation was made (registration of Voluntary Refusal).

2.8. The obligation to provide the Exchange with timely information on confirmation of payment (receipt of payment) of the Exchange commodities obligues both the Buyer and the Seller. For non-fulfillment or untimely fulfillment of this obligation, the guilty party shall be liable in accordance with the provisions of the Regulations.

Confirmation by the Seller of the fact of receipt of funds for the sold exchange commodities from the Buyer is considered to be legal. If there is a confirmation of payment by the Seller, the Exchange submits a trade notification to the Gas Storage Operator, regardless of the presence / absence of confirmation from the Buyer.

2.9. The proper confirmation of receipt of payment is the timely sending of the financial notice with attached documents by the Seller to the Exchange which is issued in accordance with the requirements of the Regulations.

2.10. The gas storage operator does not register new Voluntary Refusals until the Seller makes a full payment for the storage services (injection, withdrawal) of natural gas volumes under the contract of natural gas purchase and sale in accordance with the requirements of the Gas Storage Code.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Exchange is obliged:

- to carry out purchase and sale of currency for the purpose of carrying out the operations provided by this Contract and / or the Regulations with the guarantee contribution of the Customer;
- timely send information and trade notifications to the Gas Storage Operator;
- take measures to minimize the time of sending information notifications to the Gas Storage Operator;
- provide the Customer with access to participation in exchange trades (in case of passing the accreditation procedure and compliance with the conditions of admission established by the Regulations and this Contract, including the part of application of Voluntary Refusal);
- inform about changes in the Regulations and other internal documents of the Exchange regulating exchange trading.

3.2. Customer obliged:

- to inform the Exchange within the period specified by the Regulations about the receipt of funds from the Buyer for exchange commodities, in respect of which the Voluntary Refusal mechanism was applied in order to ensure timely fulfillment of obligations under the natural gas purchase and sale contract;
- submit preliminary applications to the Gas Storage Operator for the application of the Voluntary Refusal mechanism;
- issue to the Exchange (representatives of the Exchange) powers of attorney necessary for proper fulfillment of the terms of this Contract;
- ensure the existence of a valid storage contract (injection, withdrawal) concluded with the Gas Storage Operator, including the validity of the terms of the storage contract, which guarantee the possibility of fulfilling the Customer's obligations to other participants in exchange trading;
- provide, at the request of the Exchange, the information necessary to ensure the proper fulfillment by the parties of the terms of this Contract (except for confidential information or information with limited access);
- not to submit trade notifications or nominations / renominations for the selection of natural gas stored in gas storages in the customs regime of customs warehouse and customs regime of customs warehouse with "short-haul" transport service, which has acquired the status of exchange commodities, through the information platform of Gas Storage Operator.

3.3. The Exchange, as the Customer's attorney, receives the right of access to the information platform of the gas storage operator and the right to send information and trade notifications on behalf of the Customer to the Gas Storage Operator on the Customer's exchange commodities to which the Voluntary Refusal mechanism is applied.

4. GUARANTEE FEE TRANSACTIONS

4.1. In order to prevent and reduce (minimize) risks on the natural gas exchange trading, stored in gas storages in the customs regime of customs warehouses and customs regime of customs warehouses with transport service "short-haul", trades participants shall transfer to the current account of the Exchange in the Exchange's settlement bank guarantee fee in the amount specified by the Regulations.

4.2. The Customer instructs the Exchange to carry out currency exchange and transfer of foreign currency funds in order to ensure the operations provided by this Contract and / or the Regulations with the Customer's Guarantee fee.

4.3. In case of application of sanctions and write-off of the guarantee fee of the trades participant in favor of another trades participant, crediting of funds is carried out in the currency in which the recipient of funds paid his guarantee fee. The Exchange's expenses for currency exchange, if the funds of such participants were credited in different currencies, shall be borne by the party subject to sanctions.

4.4. The commission fee of the Exchange is automatically deducted from the amount of the guarantee fee at the time of concluding the exchange agreement, regardless of its further execution and settlement by the parties.

4.5. The grounds and procedure for the application of sanctions and other transactions with a guarantee fee of the trades participants are determined by the Regulations.

5. DEFINITION OF AUTHORIZED PERSONS

5.1. The Exchange in relations with the Gas Storage Operator acts in the name of and on behalf of the Customer, which gives the Exchange the right to provide information and trade notifications in the name of and on behalf of the Customer. Under this Contract, the Exchange does not receive other rights, which the Customer of storage services has under the Code and the agreement on storage (injection, withdrawal) of natural gas.

5.2. Execution of the contract of delegation by the Exchange is carried out by its representative (individual) to whom the power of attorney has been issued by the customer of storage services in the form given in Annex 1 to this Contract.

The authorized representative of the Exchange receives the right to access the information platform of the Gas Storage Operator on behalf of the Customer after the Gas Storage Operator receives a notification on creation (deletion, adjustment) of the account of the authorized persons of the platform user.

The number of Exchange representatives that may be authorized by the Customer in accordance with the provisions of the contract of delegation agreement is unlimited.

6. PROCEDURE OF INFORMATION INTERACTION

6.1. Information interaction between the Exchange and the Gas Storage Operator is aimed at ensuring legal relations in the part of Voluntary Refusal, regulated by the Regulations of interaction and information exchange and the Contract on interaction and provision of information support of natural gas stored in gas storage in the customs regime of customs warehouse.

7. RESPONSIBILITY OF THE PARTIES

7.1. Party that has breached its obligations under this Contract shall eliminate such breaches as soon as possible.

7.2. The Parties shall be responsible for the accuracy of the documents and information provided to the other Party.

7.3. For non-performance or improper performance of obligations under this Contract, the Parties shall be liable in accordance with the Regulations and current legislation of Ukraine.

8. CIRCUMSTANCES OF FORCE MAJEURE

8.1. The Parties shall be released from liability for partial or complete non-performance of their obligations under this Contract or the Code, if such non-performance is due to force majeure circumstances and if at the time of entering into obligations under this Contract such Party could not neither anticipate nor prevent its occurrence.

8.2. Force majeure means extraordinary and unavoidable circumstances that objectively make it impossible to fulfill the obligations under the terms of this Contract. The term of performance of obligations is postponed for the period of force majeure.

8.3. The parties are obliged to immediately notify of force majeure circumstances and within fourteen days from the date of their occurrence to provide supporting documents on their occurrence in accordance with current legislation. Certification of force majeure is carried out in the manner prescribed by current legislation. Failure to notify of the occurrence of force majeure circumstances deprives the Party of the right to refer to them as a reason for exemption from liability for non-compliance with the requirements of the Code and this Contract.

8.4. Upon termination of force majeure, the affected Party shall immediately notify the other Party and immediately fulfill the obligations that were not fulfilled by it due to force majeure.

9. DISPUTE RESOLUTION

9.1. The relations of the Parties, which are not regulated by this Contract, are regulated by the current legislation of Ukraine.

9.2. Disputes that may arise between the Parties in the process of implementation, amendments or termination of this Contract shall be resolved through negotiations, in case of disagreement - in court.

10. TERM OF THE AGREEMENT, PROCEDURE FOR MAKING CHANGES AND TERMINATION OF THE CONTRACT

10.1. The Contract comes into force from the moment of its signing and is valid till _____.

If 30 (thirty) calendar days before the expiration of the Contract, neither Party has notified the other Party in writing of the termination of this Contract, the term of the Contract shall be deemed extended for the same period.

10.2. Amendments to this Contract shall be made by mutual consent of the Parties by concluding additional agreements by the Parties, which shall enter into force upon signing by the authorized representatives of the Parties and sealing the Contract (unless otherwise provided by the relevant additional agreement) and are integral parts of this Contract.

10.3. In the event of changes in the provisions of the Code or other regulations relating to the subject and terms of this Contract, the Parties are obliged within 30 (thirty) calendar days to bring the Contract into compliance with the law.

10.4. This Contract may be terminated:

- by agreement of the Parties to this Contract;
- by either Party unilaterally by giving written notice to the other Party within 30 (thirty) calendar days, if the other Party systematically fails to fulfill its obligations under this Contract;
- in other cases provided by the current legislation of Ukraine.

11. CONFIDENTIALITY

11.1. Each of the Parties to this Contract undertakes to ensure the confidentiality of information received by them during the implementation of this Contract. Confidential information may be disclosed by the Parties to this Contract only in the cases and in the manner prescribed by the legislation of Ukraine

and this Contract.

11.2. The Parties agree that the information provided for in Section 5 of this Contract is confidential.

12. ANTI-CORRUPTION WARNINGS

12.1. On fulfilling an obligations under this Contract, the Parties acknowledge and confirm that they pursue a policy of total intolerance of acts which are the subject of unlawful gain, including corruption, which includes the total prohibition of unlawful gain and the payment of facilitation or simplification of formalities in connection with economic activity, providing a faster solution to certain issues. The parties are guided in their activities by applicable law and policies and procedures developed on its basis, aimed at combating acts that are the subject of unlawful gain, and corruption in particular.

12.2. The parties guarantee that they and their employees are prohibited from offering, giving or promising to provide any improper benefit (cash, valuable gifts, etc.) to any person (including, inter alia, officials, authorized persons of legal entities, civil servants) , as well as demand to receive, accept or agree to accept from any person, directly or indirectly, any improper benefit (cash, valuable gifts, etc.).

13. SPECIAL CONDITIONS

13.1. In the event that the amount of natural gas, which in accordance with the terms of this Contract was subject to the mechanism of voluntary refusal, is encumbered by way of enforcement proceedings, the legal precedence is given to the executive document.

14. OTHER PROVISIONS

14.1. This Contract is made in two original copies, which have the same legal force and are kept in one copy in each of the Parties.

14.2. By signing this Contract, the Exchange and the Seller confirm the fact of acquaintance with the Rules for granting access to the information platform, posted on the website of the Gas Storage Operator, and agree to their application and compliance.

Customer:	Exchange:
_____ Identification code of legal entity: _____ Location: _____ Bank details: _____ _____ Individual ta [number of lega entity _____ Tel. _____ _____/position/ _____ _____/_____ _____ _____ 20 _____	LIMITED LIABILITY COMPANY "UKRAINIAN ENERGY EXCHANGE" Legal address: Ukraine ,01030, Kyiv, Khreshchatyk Str., 44 Bank details: c/a UA _____ in JSC "Oshchadbank", Bank code 300465, Company code 37027819 ITN 370278126594 _____/position/ _____/_____ _____ _____ 20 _____

Annex № 2

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime "customs warehouse",
on the commodity exchange - Limited Liability
Company "Ukrainian Energy Exchange"*

POWER OF ATTORNEY №

_____, in the person of _____,
(name/Name of the natural gas market entity).

Who acts on the basis of _____, guided by current legislation of Ukraine
(name and date of the document)
authorizes _____
(Full name)

(series, № of passport of citizen of Ukraine, by whom and when issued)
to represent interests _____
(name/Name of the natural gas market entity)
to Gas Storage Operator – JSC Ukrtransgaz, what is for to her/him on behalf

(name/Name of the natural gas market entity)

the right to access the information platform of the Gas Storage Operator - JSC Ukrtransgaz and the right
to act on behalf of and on behalf of

(name/Name of the natural gas market entity)

the following legally significant actions on the specified information platform, respectively and taking into
account the requirements of the Gas Storage Code:

- apply to the Gas Storage Operator with a request and receive from him information on the interaction and provision of information support services for exchange trading, namely:
 - regarding a valid contract for storage (injection, withdrawal) of natural gas between the customer of storage services and the Gas Storage Operator;
 - on activation of previous applications of customers of storage services, on the basis of which the Voluntary Refusal procedure was applied;
 - regarding of the volumes of natural gas accounted for in the customer's storage account, regarding of which the Voluntary Refusal procedure and the customs regime of its storage have been applied;
 - regarding the free working volume of storage for the respective gas day;
 - regarding the availability of the customer's storage services the right to submit trade notifications;
 - regarding the presence of restrictions and / or encumbrances, of which the Gas Storage Operator has been informed in accordance with the legislation, for natural gas of customers of storage services in the appropriate amount;
 - regarding the presence / absence of overdue debts of customers of storage services to the Gas Storage Operator.
- provide trade notifications for the alienation and acquisition of natural gas stored in gas storages after the acquisition / alienation by the Customer of services for storage of ownership of such volume (volume)

of natural gas on the trading platform of the Commodity Exchange - Ukrainian Energy Exchange Limited Liability Company under the contract of purchase and sale of natural gas and its payment;
- provide informational notices on the cancellation of the Voluntary Refusal _____
(*name of the Customer of storage services*) _____ from the right to use and dispose
of natural gas, which has acquired the status of exchange commodity;
- sign and provide the Gas Storage Operator with information on the serial number (serial numbers) of
the qualified electronic signature (if any) of the person (persons) authorized (s) by this power of attorney,
including changes in such information.

Sample of signature of the person (persons), authorized by this power of attorney:

This power of attorney is made _____ and valid till _____
(*date, month, year of power of attorney issuance*) (*date, month, year*)

This power of attorney _____.
(*date, month, year*)

signature

initials, surname

Annex № 3

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime "customs warehouse",
on the commodity exchange - Limited Liability
Company "Ukrainian Energy Exchange"*

Ref.№ _____

(title of the position of the head of JSC "Ukrtransgaz")

(full name of head of JSC "Ukrtransgaz")

On prior approval of the permit to provide trade notifications

Application

(SAMPLE)

Dear _____!

(name of the customer of storage services)

natural gas storage agreement № _____ dd. _____ 20____ notifies the Gas Storage Operator - _____, that the Customer of storage services and the Commodity Exchange "Ukrainian Energy Exchange" (trading platform operator) have concluded a contract of delegation № _____ dd. _____ 20____.

In accordance with the contract of delegation, please grant the Limited Liability Company "Ukrainian Energy Exchange" the right to access the information platform of the Gas Storage Operator – _____ and the right to act on behalf of and by the power of attorney _____ the following legally significant actions on the specified information

(name of the Customer of storage services)

platform in accordance with the requirements of the Gas Storage Code, namely:

- apply to the Gas Storage Operator with a request and receive from him information on the interaction and provision of information support services for exchange trading, namely:
- regarding a valid contract for storage (injection, withdrawal) of natural gas between the customer of storage services and the Gas Storage Operator;
- on activation of previous applications of customers of storage services, on the basis of which the Voluntary Refusal procedure was applied;
- in respect of the volumes of natural gas accounted for in the customer's storage account, in respect of which the Voluntary Refusal procedure and the customs regime of its storage have been applied;

- regarding the free working volume of storage for the respective gas day;
- regarding the availability of the customer's storage services the right to submit trade notifications;
 - regarding the presence of restrictions and / or encumbrances, for natural gas of customers of storage services in the appropriate amount of which the Gas Storage Operator has been informed in accordance with the legislation;
 - regarding the presence / absence of overdue debts of customers of storage services under the Gas Storage Operator.
- provide trade notifications for the withdrawal or acquisition of natural gas stored in gas storages after the acquisition / withdrawal by the Customer of storage services of ownership right of such volume of natural gas on the trading platform of the Limited Liability Company "Ukrainian Energy Exchange" under the natural gas purchase and sale Contract;
- provide informational notices on the cancellation of the Voluntary Refusal

(name of the Customer of storage services)

from the right to use and dispose of natural gas, which has acquired the status of exchange goods;

- sign and provide the Gas Storage Operator with information on the serial number (serial numbers) of the qualified electronic signature (if any) of the person(s) authorized by this power of attorney, including changes in such information.

Position

signature

full name

Annex № 4

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime "customs warehouse",
on the commodity exchange - Limited Liability
Company "Ukrainian Energy Exchange"*

ON THE COMPANY'S LETTERHEAD

**to CEO of Limited Liability Company
"Ukrainian Energy Exchange"**

Ref. № _____
dd. _____

APPLICATION

**on joining 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"**

_____ (full name of legal entity),
identification code of the legal entity -----,
location: _____ (specified in the incorporation documents),
from the moment of granting to the Limited Liability Company "Ukrainian Energy Exchange"
(identification code of the legal entity _____, hereinafter – Exchange) of this Application for
Accession, signed by an authorized person _____ and sealed (if any) _____ (full name of
legal entity):

- 1) joins 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 Regulations), which has the status of an accession agreement within the meaning of Art. 634 of the Civil Code of Ukraine (which regulates the Exchange's relations with exchange participants and relations between individual exchange participants, in cases specified by the Regulations), and also joins other internal documents of the Exchange, which regulate exchange trading, accreditation of trades participants, settlements and clearing, etc., which are posted on the official website of the Exchange - <https://www.ueex.com.ua>;
- 2) accepts without exception all the requirements and conditions established in the Regulations, other acts of internal regulation of the Exchange, which regulate the procedure of exchange trading, accreditation of trades participants, settlements and clearing, etc., which are posted on the official website of the Exchange - <https://www.ueex.com.ua>; fully understands the content, definition and terminology of the Regulations and other regulatory and internal documents of the Exchange;
- 3) assumes the responsibilities and rights of the exchange bidder, unconditionally agrees with them and undertakes to comply with the Regulations and all other legal and internal documents of the Exchange, which regulate the procedure of exchange trading, accreditation

of bidders, settlements and clearing, etc., which are posted on the official website of the Exchange -<https://www.ueex.com.ua>;

- 4) agrees that any changes and / or additions to the Regulations, other normative legal and internal documents of the Exchange are made by the decision of the Exchange Committee formed by the Exchange, published on the official website of the Exchange - <https://www.ueex.com.ua>; unconditionally agrees with such changes and / or additions and undertakes to comply with and implement them;
- 5) agrees with the terms of payment, accounting, write-off, transfer, refund of the guarantee fee provided by the Regulations, the application of Voluntary Refusal and foreign exchange transactions for the purchase or sale of foreign currency at the expense of such guarantee fee, as well as payment terms (guarantee fee account deduction) of the Exchange commission fee, both in national and foreign currency.

The application for joining is submitted to the Regulations, which as of the moment of signing are published on the Exchange's website and signed by a qualified electronic signature of the Exchange's authorized person.

(position of head (authorized representative)

(signature)
seal
(if any)

(full name)

«-----» ----- 202 --- .

Annex № 5-1

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime of customs warehouse,
on the commodity exchange - Ukrainian Energy
Exchange Limited Liability Company*

Додаток № 5-1

*до Регламенту біржової торгівлі природним
газом, що зберігається в газосховищах в
митному режимі «митний склад», на
товарній біржі – Товариство з обмеженою
відповідальністю «Українська енергетична
біржа»*

<p style="text-align: center;">Individual Contract № _____ of purchase and sale of natural gas on the customs warehouse in the gas storages of Ukraine, concluded in accordance with Frame Contract № _____ dd _____</p> <p>BETWEEN:</p> <p>(1) _____, represented by _____, hereinafter referred to as «Seller», on the one hand and (2) _____, represented by _____, hereinafter referred to as the «Buyer», on the other hand, The Seller and the Buyer are hereinafter referred to together as the «Parties» and each separately as the «Party». entered into this Individual Contract of the purchase and sale of natural gas at a customs warehouse in the gas storage facilities of Ukraine (hereinafter the Contract) on the following:</p> <p>Date of concluding the Contract: [/ /] year. Payment currency: Euro. Contract value = (Contract price * Contract volume): [], Euro. Contract volume (exclusively for the purposes of the Ukrainian customs declaration): [], thousand m³. Contract price (exclusively for the purposes of the Ukrainian customs declaration): [], Euro. Contract period: from the date of signing this Contract until the full fulfillment of obligations under it. Applicable Incoterm rule: [DAP]. Date of transfer: day of sending of trade notification.</p> <p>Unit of Time: 1 Day.</p>	<p style="text-align: center;">Індивідуальний Договір № _____ купівлі-продажу природного газу на митному складі в газосховищах України, укладений відповідно до Рамкового Договору № _____ від _____</p> <p>МІЖ: (1) _____, в особі _____, що іменується далі «Продавець», з однієї сторони Та (2) _____, в особі _____, що іменується далі «Покупець», з іншої сторони, Продавець та Покупець надалі іменуються разом - «Сторони», а кожен окремо - «Сторона», уклали цей Індивідуальний Договір купівлі- продажу природного газу на митному складі в газосховищах України (надалі Договір) про наступнє:</p> <p>Дата укладання Договору: [/ /] року. Валюта платежу: Євро. Договірна вартість = (Договірна ціна * Договірний обсяг): [], Євро. Договірний обсяг (винятково для цілей української митної декларації): [], тис. м³. Договірна ціна (винятково для цілей української митної декларації): [], Євро. Договірний період: з дня підписання цього Договору до повного виконання зобов'язань за ним. Застосовне правило Інкотермс: [DAP]. Дата передачі: день направлення торгового сповіщення.</p> <p>Одиниця Часу: 1 День.</p>
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<p>Gas storage operator: Ukrtransgaz Joint Stock Company (Ukraine).</p> <p>Transmission point: customs warehouse - underground gas storage facilities of JSC «Ukrtransgaz».</p> <p>Placement in the customs regime of the customs warehouse: The Contract Volume was duly placed in the underground gas storage of Ukraine for storage in the customs warehouse in the customs regime of the customs warehouse and all customs formalities for compliance with the relevant requirements of the legislation of Ukraine were complied, and the period of its storage before and together with the General Delivery Period does not exceed 1095 calendar days.</p> <p>Terms of payment: The Buyer shall pay to the Seller the Contract Price by 10:00 Kyiv time (UTC +2) of the calendar day, which is the fifth after the trading day. The date of payment is the date of transfer of funds to the bank account of the Seller. The Buyer must send a Swift notice of payment to the Seller by e-mail on the day of payment. The Seller must send the Buyer a Swift notification confirming receipt of payment on the day of receipt of payment.</p> <p>Other conditions: The risk of loss, as well as the ownership and property rights to the Transmitted Natural Gas, shall be passed from the Seller to the Buyer at the Transmission Point immediately as the Storage Operator Approves the trade notifications of the Parties. In case of breach by the Buyer of obligations as for payment the Contract Price and in cases of non-transfer of Natural Gas to fulfill the terms of this Contract to the guilty Party, penalties are applied in the manner and amount provided by the Regulations of exchange trade in natural gas stored in gas storages in customs regime of the customs warehouse, on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (published on the Internet at: www.ueex.com.ua).</p>	<p>Оператор газосховищ: Акціонерне товариство «Укртрансгаз» (Україна).</p> <p>Точка передачі: митний склад – підземні сховища газу АТ «Укртрансгаз».</p> <p>Поміщення у митний режим митного складу: Договірний Обсяг був належно поміщений у підземне сховище газу України для зберігання на митному складі у митному режимі митного складу і були дотримані всі митні формальності на виконання відповідних вимог законодавства України, а період його зберігання до початку та разом із Загальним Періодом Постачання не перевищує 1095 календарних днів.</p> <p>Умови оплати: Покупець оплачує Продавцю Договірну вартість до 10:00 годин за київським часом (UTC +2) календарного дня, що є п'ятим після торгового дня. Датою платежу вважається дата переказу коштів на банківський рахунок Продавця. Покупець повинен надіслати Продавцю електронною поштою Swift-повідомлення щодо здійснення оплати в добу здійснення оплати. Продавець повинен надіслати Покупцю Swift-повідомлення про підтвердження отримання оплати в добу отримання оплати.</p> <p>Інші умови: Ризик втрати, а також право власності та майнові права на Природний Газ, який Передається, переходять від Продавця до Покупця у Точці Передачі відразу як Оператор Газосховищ затверджує торгові сповіщення Сторін. У випадку порушення Покупцем зобов'язань щодо оплати Договірної вартості та у випадках не передачі Природного Газу на виконання умов цього Договору до винної Сторони застосовуються штрафні санкції в порядку та у розмірі, передбаченому Регламентом біржової торгівлі природним газом, що зберігається в газосховищах в митному режимі «митний склад», на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа» (оприлюдненим в мережі Інтернет за адресою: www.ueex.com.ua).</p>
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This Individual Contract was drawn up in English and Ukrainian. The English language version shall prevail over this Individual Contract, and in the event of any discrepancy between the English version and any translation, the English version shall prevail.

Seller:
signature _____

Buyer:
signature _____

Цей Індивідуальний Договір було складено англійською та українською мовами. Визначальною версією цього Індивідуального Договору є версія англійською мовою, і у випадку будь-яких розбіжностей між версією англійською мовою та будь-яким перекладом переважну силу має версія англійською мовою.

Продавець:
підпис _____

Покупець:
підпис _____

*to the Regulations of exchange trade
in natural gas stored in gas storages
in the customs regime of customs warehouse,
on the commodity exchange - Ukrainian Energy
Exchange Limited Liability Company*

до Регламенту біржової торгівлі природним газом, що зберігається в газосховищах в митному режимі «митний склад», на товарній біржі – Товариство з обмеженою відповідальністю «Українська енергетична біржа»

<p style="text-align: center;">Individual Contract № _____ of purchase and sale of natural gas in a customs warehouse in gas storages of Ukraine using the transport service «short haul», concluded according to the Framework Contract № _____ dd _____</p> <p>BETWEEN:</p> <p>(1) _____, represented by _____, hereinafter referred to as «Seller», on the one hand and (2) _____, represented by _____, hereinafter referred to as the «Buyer», on the other hand, the Seller and the Buyer are hereinafter referred to together as the «Parties» and each separately as the «Party», entered into this Individual Contract on the purchase and sale of natural gas at a customs warehouse in gas storages of Ukraine using the transport service "short haul" (hereinafter the Contract) on the following:</p> <p>Date of concluding the Contract: [/ /] year.</p> <p>Payment currency: Euro.</p> <p>Contract value = (Contract price * Contract volume): [], Euro.</p> <p>Contract volume (exclusively for the purposes of the Ukrainian customs declaration): [], thousand m³.</p> <p>Contract price (exclusively for the purposes of the Ukrainian customs declaration): [], Euro.</p>	<p style="text-align: center;">Індивідуальний Договір № _____ купівлі-продажу природного газу на митному складі в газосховищах України з використанням транспортної послуги «шорт хол», укладений відповідно до Рамкового Договору № _____ від _____</p> <p>МІЖ:</p> <p>(1) _____, в особі _____, що іменується далі «Продавець», з однієї сторони Та (2) _____, в особі _____, що іменується далі «Покупець», з іншої сторони, Продавець та Покупець надалі іменуються разом - «Сторони», а кожен окремо - «Сторона», уклали цей Індивідуальний Договір купівлі- продажу природного газу на митному складі в газосховищах України з використанням транспортної послуги «шорт хол» (надалі Договір) про наступне:</p> <p>Дата укладання Договору: [/ /] року.</p> <p>Валюта платежу: Євро.</p> <p>Договірна вартість = (Договірна ціна * Договірний обсяг): [], Євро.</p> <p>Договірний обсяг (винятково для цілей української митної декларації): [], тис. м³.</p> <p>Договірна ціна (винятково для цілей української митної декларації): [], Євро.</p>
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<p>Contractual period: from the date of signing this Contract until the full fulfillment of obligations under it.</p> <p>Applicable Incoterm rule: [DAP].</p> <p>Date of transfer: day of sending the trade notice.</p> <p>Unit of Time: 1 Day.</p> <p>Gas storage operator: Ukrtransgaz Joint Stock Company (Ukraine).</p> <p>Transfer point: customs warehouse - underground gas storage facilities of JSC «Ukrtransgaz».</p> <p>Seller's Shipper Code: []. Buyer's Shipper Code: [].</p> <p>Placement in the customs regime of the customs warehouse: The Seller shall inform the Buyer that the Contracted Volume has been pumped into the gas storage facility within the framework of the short-haul capacity tariff.</p> <p>Terms of payment: The Buyer shall pay to the Seller the Contract Price by 10:00 Kyiv time (UTC +2) of the calendar day, which is the fifth after the trading day. The date of payment is the date of transfer of funds to the bank account of the Seller. The Buyer must send to the Seller a Swift notification of payment by e-mail on the day of payment. The Seller must send to the Buyer a Swift notification confirming receipt of payment on the day of receipt of payment.</p> <p>Other provisions: The risk of loss, as well as the ownership and property rights to the Transmitted Natural Gas, pass from the Seller to the Buyer at the Transmission Point immediately as the Storage Operator Approves the trade notifications of the Parties. In case of breach by the Buyer of obligations as for payment the Contract Price and in cases of non-transfer of Natural Gas to fulfill the terms of this Contract to the guilty Party, penalties are</p>	<p>Договірний період: з дня підписання цього Договору до повного виконання зобов'язань за ним.</p> <p>Застосовне правило Інкотермс: [DAP].</p> <p>Дата передачі: день направлення торгового сповіщення.</p> <p>Одиниця Часу: 1 День.</p> <p>Оператор газосховищ: Акціонерне товариство «Укртрансгаз» (Україна).</p> <p>Точка передачі: митний склад – підземні сховища газу АТ «Укртрансгаз».</p> <p>Шипер код Продавця: []. Шипер код Покупця: [].</p> <p>Поміщення у митний режим митного складу: Продавець інформує Покупця, що Договірний Обсяг був закачаний до газосховища в рамках тарифу потужності із обмеженнями (short haul).</p> <p>Умови оплати: Покупець оплачує Продавцю Договірну вартість до 10:00 годин за київським часом (UTC +2) календарного дня, що є п'ятим після торгового дня. Датою платежу вважається дата переказу коштів на банківський рахунок Продавця. Покупець повинен надіслати Продавцю електронною поштою Swift-повідомлення щодо здійснення оплати в добу здійснення оплати. Продавець повинен надіслати Покупцю Swift-повідомлення про підтвердження отримання оплати в добу отримання оплати.</p> <p>Інші умови: Ризик втрати, а також право власності та майнові права на Природний Газ, який Передається, переходять від Продавця до Покупця у Точці Передачі відразу як Оператор Газосховищ Затверджує торгові сповіщення Сторін. У випадку порушення Покупцем зобов'язань щодо оплати Договірної вартості та у випадках не передачі Природного Газу на виконання умов цього Договору до винної Сторони</p>
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<p>applied in the manner and amount provided by the Regulations of exchange trade in natural gas stored in gas storages in customs regime of the customs warehouse, on the commodity exchange - Ukrainian Energy Exchange Limited Liability Company (published on the Internet at: www.ueex.com.ua).</p> <p>This Individual Contract was drawn up in English and Ukrainian. The English language version shall prevail over this Individual Contract, and in the event of any discrepancy between the English language version and any translation, the English language version shall prevail.</p> <p>Seller: signature _____</p> <p>Buyer: signature _____</p>	<p>застосовуються штрафні санкції в порядку та у розмірі, передбаченому Регламентом біржової торгівлі природним газом, що зберігається в газосховищах в митному режимі «митний склад», на товарній біржі - Товариство з обмеженою відповідальністю «Українська енергетична біржа» (оприлюдненим в мережі Інтернет за адресою: www.ueex.com.ua).</p> <p>Цей Індивідуальний Договір було складено англійською та українською мовами. Визначальною версією цього Індивідуального Договору є версія англійською мовою, і у випадку будь-яких розбіжностей між версією англійською мовою та будь-яким перекладом переважну силу має версія англійською мовою.</p> <p>Продавець: підпис _____</p> <p>Покупець: підпис _____</p>
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