APPROVED
by the decision of the Supervisory Board of the Ukrainian Clearing House Limited Liability Company
Minutes of the Supervisory Board Meeting
No. 4 dd. December 13, 2024

Director

_____Olena VELYKA

Revision shall enter into force on 10.07.2026

CLEARING SERVICE AGREEMENT

{As amended by the Resolutions of the Supervisory Board of UCH LLC:
No. 5 dated December 20, 2024; No. 16 dated March 12, 2025, No.20 dated April 11, 2025,
No. 174 dated July 06, 2026}

Place of conclusion: Kyiv

Ukrainian Clearing House Limited Liability Company, which carries out clearing activities for determining obligations on the basis of a license for conducting professional activities in the capital markets - clearing activities: clearing activities for determining obligations, issued by the National Securities and Stock Market Commission (Resolution No. 34/21/1512/K01 dd. 04.12.2024), hereinafter referred to as the Clearing Institution, offers legal entities and individual entrepreneurs who have acquired the status of a participant of exchange trading on a commodity exchange with which the Clearing Institution has concluded a clearing agreement to receive the services provided for by this Clearing Service Agreement (hereinafter referred to as the Agreement).

This Agreement is a public agreement and an accession agreement in accordance with Articles 633, 634, 641 of the Civil Code of Ukraine, its terms are the same for all and the acceptance of this offer by a person who has acquired the status of a participant in exchange trading on a commodity exchange with which the Clearing Institution has concluded a clearing agreement (hereinafter referred to as the Exchange) is considered an unconditional acceptance of its terms, for which the Clearing Institution publishes this Agreement on the following:

1. SUBJECT OF THE AGREEMENT

1.1. Clearing Institution provides the Clearing Participant with clearing services regarding the rights and obligations that have arisen (will arise) in connection with the conclusion (completion) of contracts/transactions/operations on the Exchange by the Clearing Participant (hereinafter referred to as clearing services), and the Clearing Participant undertakes to comply with the Rules for conducting clearing activities of the Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Clearing Rules), other internal documents of the Clearing Institution

that regulate the procedure for providing clearing services (hereinafter referred to as internal documents) and to pay for clearing services in accordance with the procedure and on the terms specified in this Agreement.

1.2. In accordance with this Agreement, the Clearing Institution carries out clearing activities to determine obligations under contracts/transactions/operations concluded on the Exchange, namely: under commodity transactions, as well as under derivative contracts that are not financial instruments, provided that they meet the following requirements:

1.2.1. the underlying asset of a derivative contract is an asset that is admitted to exchange trading on a commodity exchange;

1.2.2. the derivative contract is deliverable.

1.3. The Clearing House clears rights and/or obligations only under the following categories of contracts/transactions/transactions:

1.3.1. commodity derivative contracts that are not financial instruments and are deliverable;

1.3.2. other deliverable derivative contracts that are not financial instruments;

1.3.3. commodity transactions for each type of product that is an exchange commodity and is entered into the Register of Exchange Commodities on commodity exchanges with which the Clearing House has concluded a clearing agreement.

1.4. Clearing services may include the following (one or more services, taking into account the terms of the Clearing Institution's agreement with the commodity exchange):

1.4.1. determination and accounting of the scope of rights and obligations under contracts/transactions/operations, namely: under commodity transactions, as well as under derivative contracts that are not financial instruments;

1.4.2. opening and maintaining clearing accounts;

1.4.3. making settlements in the clearing accounting system;

1.4.4. organization of settlements and/or deliveries under contracts/transactions/operations concluded as a result of exchange trading;

1.4.5. implementation of risk management measures, including the operation of collateral.

The availability of individual services is determined by the relevant internal document, which regulates the procedure for conducting clearing activities for a separate commodity market (direction / section) or for a specific exchange product (group of exchange products).

2. GENERAL PROCEDURE FOR PROVISION OF CLEARING SERVICES

2.1. The procedure and conditions for providing clearing services are determined by the legislation of Ukraine, regulatory legal acts of the NSSMC, Clearing Rules, other internal documents and this Agreement.

2.2. Maintenance of clearing accounts of the Clearing Participant (hereinafter referred to as clearing accounts), execution of clearing transactions, provision of orders, documents and/or information on the basis of which clearing of rights and obligations, monetary settlements are carried out, is carried out by means of a software product used by the Clearing Institution in interaction with the means

of the Exchange's electronic trading system (ETS) and other software and hardware complexes in accordance with the procedure provided for by the Clearing Rules and the internal document of the Clearing Institution, which regulates the provision of clearing services for a separate commodity market (direction / section) or for a specific exchange product (group of exchange products).

2.3. By signing this Agreement, the Clearing Participant confirms its unconditional consent to the following:

2.3.1. at the time of conclusion of this Agreement, the Clearing Participant is familiar with the Clearing Rules, Tariffs for Clearing Services of the Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Tariffs for Clearing Services) and other internal documents posted on the Clearing Institution's website at https://www.uaclearing.com.ua/, and has also received the information provided for in Article 7 of the Law of Ukraine "On Financial Services and Financial Companies", has fully understood their content, agrees with them, has no objections to them and undertakes to unconditionally comply with them in full;

2.3.2. The Clearing House has the right to unilaterally make changes to the Clearing Rules and internal documents, of which it shall notify the Clearing Participant in accordance with the Procedure for conducting consultations with clearing participants and operators of organized markets regarding making changes to the internal documents of the Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Notice of Changes). The date of receipt of the Notice of Changes by the Clearing Participant shall be the date of posting the Notice of Changes on the Clearing Institution's website at https://www.uaclearing.com.ua/.

2.3.3. The Clearing Participant is obliged to independently monitor the Notification of Changes on the Clearing Institution's website and agrees with the changes to the Clearing Rules, internal documents and Tariffs for Clearing Services, approved in accordance with the established procedure, and undertakes to unconditionally execute the specified documents of the Clearing Institution, taking into account the changes made to them.

2.3.4. Clearing Institution has the right, based on the results of clearing activities, to provide clearing services to the Clearing Participant to determine obligations, to perform clearing operations on clearing accounts, including without instructions from the Clearing Participant, and to carry out (organize) cash settlements/commodity settlements under contracts/transactions/operations in accordance with the procedure provided for by the Clearing Rules and internal documents;

2.3.5. The Clearing Institution has the unconditional and irrevocable right with respect to the Clearing Participant (clients of the Clearing Participant) to terminate the recording of rights and obligations, recording of information on collateral, contracts/transactions/operations in cases and in accordance with the procedure specified in the Clearing Rules and internal documents.

2.3.6. The Clearing Participant transfers to the Clearing Institution the unconditional and irrevocable right, in the cases and in the manner specified by the Clearing Rules and internal documents of the Clearing Institution, to exercise all rights to assets deposited in the relevant accounts or provided as collateral to the Clearing Participant.

2.3.7. For the purposes of this Agreement, the Clearing Rules and other internal documents, the Clearing Member shall appoint the broker(s)/representative(s) duly authorized by the Exchange as the manager(s) of the clearing account and shall accordingly authorize such person(s) to perform all legally significant actions in the clearing accounting system, that lead to changes in the status of the

clearing accounts of the clearing member, in particular, but not exclusively, to submit orders/applications for transfer of funds constituting the collateral.

2.3.7.1. The clearing participant has the right to change the persons (clearing account managers) determined in accordance with clause 2.3.7 of the Agreement.

2.3.8. By this Agreement, the Clearing Participant provides its unconditional consent (permission) to the Clearing Institution to exchange information necessary for the proper execution of this Agreement with banking institutions, delivery operators, information agents, database administrators and other persons whose participation is necessary for the delivery of goods, in the manner and manner provided for by the Clearing Rules, internal documents, the legislation of Ukraine and existing contractual relations with the specified persons.

The Clearing Institution does not accrue or pay to the clearing participant income (interest) on guarantee contributions provided by the clearing participant to ensure the fulfillment of obligations under contracts/transactions/operations in accordance with this Agreement and internal documents of the Clearing Institution.

2.3.9. The signing of this Agreement by the Clearing Participant constitutes a written consent of the Clearing Participant to the Clearing Institution within the meaning of clause one of part one of Article 136 of the Law of Ukraine "On Capital Markets and Organized Commodity Markets" to disclose to the National Securities and Stock Market Commission (hereinafter referred to as the NSSMC) information constituting a professional secret (being information with restricted access) regarding the Clearing Participant, the Clearing Participant's clients, the Clearing Participant's counterparties, contracts/transactions/operations made in the interests of the Clearing Participant and/or the Clearing Participant's clients and/or the Clearing Participant's counterparties, funds/goods belonging to them and other information necessary for the organization of exchange trading on the commodity exchange with which the Clearing Institution has concluded a clearing agreement, and for the Clearing Institution to provide reporting data to National Securities and Markets Commission.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Clearing participant has the right:

3.1.1. timely and in full receive clearing services under this Agreement in accordance with the procedure provided for by the Clearing Rules, internal documents and this Agreement;

3.1.2. receive information on changes to the Clearing Rules and internal documents in accordance with the procedure specified in the internal documents of the Clearing Institution and this Agreement;

3.1.3. receive information on the results of clearing of contracts/transactions/operations cleared by the Clearing Institution;

3.1.4. receive information about contracts/transactions/operations, obligations under which are admitted/not admitted to clearing (in case of non-admission - with an indication of the reasons);

3.1.5. other rights provided for by the legislation of Ukraine, the Clearing Rules, internal documents and this Agreement.

3.1.6. submit an application for termination of the clearing participant status.

3.2. The clearing participant is obliged to:

3.2.1. timely and in full pay for the clearing services of the Clearing Institution in accordance with the terms of this Agreement and the Tariffs for clearing services;

3.2.2. to observe the confidentiality regime of information that becomes available to the Clearing Participant in connection with the conclusion and execution of this Agreement;

3.2.3. ensure the preservation of information constituting the secret of clearing services (financial services) and professional secrecy in capital markets and organized commodity markets in accordance with the requirements of the Law of Ukraine "On Financial Services and Financial Companies" and the Law of Ukraine "On Capital Markets and Organized Commodity Markets";

3.2.4. comply with the requirements and provisions of the Clearing Rules, internal documents and this Agreement;

3.2.5. to ensure the fulfillment of obligations under contracts/transactions/operations, the clearing of rights and obligations of which is carried out by the Clearing Institution, to provide collateral within the terms, procedure and amount specified in the Clearing Rules and internal documents;

3.2.6. provide information (documents) specified in the Agreement, Clearing Rules and internal documents that are necessary for clearing and ensuring execution (making settlements in the clearing accounting system and/or organizing settlements for the relevant contracts/transactions/operations);

3.2.7. to perform other obligations arising in accordance with the legislation of Ukraine, the Clearing Rules, internal documents and this Agreement.

3.3. The clearing institution has the right:

3.3.1. timely and in full receive from the clearing mmber the fee for provision of clearing services in accordance with the terms hereof and the Tariffs for Clearing Services;

3.3.2. establish the requirements for the Clearing Members and/or certain types/categories of the Clearing Members as defined in the Clearing Rules and/or internal documents;

3.3.3. to dispose of and carry out operations with the Collateral in accordance with the requirements of the applicable laws, the Clearing Rules and internal documents;

3.3.4. temporarily suspend (fully or partially)/resume provision of clearing services to the clearing member /client of the clearing member in cases and in accordance with the procedure stipulated by the Clearing Rules and/or internal documents;

3.3.5. terminate provision of the Clearing Services by termination of this Agreement in cases and in accordance with the procedure stipulated by the Clearing Rules and/or this Agreement;

3.3.6. impose sanctions (including financial sanctions) on the Clearing Member / Client of the Clearing Member in case of violation of the Clearing Rules, internal documents and this Agreement;

3.3.7. without orders of the clearing member, exercise all rights under the assets deposited to the relevant accounts or provided as the guarantee fee of the clearing member in cases, in the manner and in the amount determined by the Clearing Rules and internal documents;

3.3.8. refuse admission to clearing of the rights and/or obligations under the contracts/trades/transactions on the grounds specified in the Clearing Rules;

3.3.9. refuse to process the information, orders and/or documents received from the clearing member regarding the contracts/trades/transactions concluded (executed) on the Exchange in cases stipulated by the Clearing Rules and/or internal documents;

3.3.10. other rights stipulated by the legislation of Ukraine, the Clearing Rules, internal documents and this Agreement.

3.4. The Clearing Institution shall be obliged to:

3.5. to carry out clearing of obligations under the contracts/trades/operations of the Clearing Member in accordance with the Clearing Rules, internal documents and terms hereof;

3.6. in accordance with the procedure stipulated by the Clearing Rules and internal documents, provide the Clearing Member with the reports and/or documents on transactions on the clearing accounts in cases and in accordance with the procedure stipulated by the Clearing Rules and internal documents;

3.7. provide the Clearing Member, upon its request, with consultations on provision of clearing services;

3.8. ensure the safety of information constituting the secrecy of clearing services (financial services) and professional secrecy in capital markets and organized commodity markets in accordance with the requirements of the Law of Ukraine On Financial Services and Financial Companies and the Law of Ukraine On Capital Markets and Organized Commodity Markets;

3.9. observe the regime of confidentiality of the information that becomes available to the Clearing Member in connection with conclusion and performance of this Agreement;

3.10. perform other duties stipulated by the legislation of Ukraine, the Clearing Rules, other internal documents of the Clearing Institution on clearing and this Agreement.

4. COST OF CLEARING SERVICES

4.1. The Clearing Member shall pay the Clearing Institution the cost of clearing services on the terms and in the amount determined by the Tariffs for Clearing Services posted on the official website of the Clearing Institution at: https://www.uaclearing.com.ua/.

4.2. Payment for clearing services shall be charged by the Clearing Member upon conclusion of the first exchange agreement / derivatives contract on the commodity exchange with which the Clearing Member has concluded the Clearing Agreement.

4.3. Payment for clearing services shall be made by the Clearing Member in the form of a single payment for a calendar year, which shall be paid no later than the last business day of the current year on the basis of the invoice provided.

4.4. The Clearing Institution undertakes, within 5 (five) business days after the last day of the calendar year in which clearing services were provided, or within 5 (five) business days from the date of termination of this Agreement, to provide the Clearing Participant with the Act of Services Provided, dated the last day of provision of clearing services, in two copies, signed by its side and certified by a seal.

4.5. The Clearing Member shall, within 3 (three) business days from the date of receipt of the Act of Services rendered, sign them and return one copy to the Clearing Institution.

4.6. The execution and exchange of the Acts of Services rendered under this Agreement may be carried out with the application of the provisions of the Law of Ukraine "On Electronic Documents and Electronic Document Circulation" and the Law of Ukraine "On Electronic Identification and Electronic Trust Services" using electronic signatures of authorized persons (QES or UES) based on a qualified public key certificate in the agreed electronic document exchange system.

4.7. In case of failure of the Clearing Member to sign the Acts of Services rendered within the specified period and absence of any substantiated written objections to its signing, such statement shall be deemed to be approved by the Clearing Member and the services shall be deemed to be rendered in full.

4.8. The Clearing House shall independently set new or amend the existing Tariffs for Clearing Services. The new or amended Tariffs for Clearing Services shall be published on the website of the Clearing House and shall come into force in relations of the Parties from the date specified therein, but not earlier than the day following their publication on the website of the Clearing House at https://www.uaclearing.com.ua/.

5. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

5.1. The Parties shall be liable for non-performance and/or improper performance of their obligations under this Agreement in accordance with the laws of Ukraine and the terms of this Agreement.
5.2. A Party shall not be liable for the obligations of the other Party to this Agreement to third parties or for damages that may be caused by the other Party to a third party.
5.3. The Parties shall be liable for the accuracy of the information/documents exchanged by them if the relevant information/documents are created directly by them or the accuracy of such information/documents depends directly on the Party.
5.4. The Party that has breached its obligations under this Agreement shall eliminate such breaches as soon as possible.
5.5. Disputes that may arise between the Parties in the course of performance of the Agreement, in particular in the event of its amendment/termination, shall be resolved through negotiations.
5.6. If the dispute cannot be resolved through negotiations, it shall be settled in court in accordance with the laws of Ukraine.

5.7. The Party through whose fault the other Party has suffered losses shall be obliged to reimburse the losses in full.

5.8. The Clearing Member shall be released from liability for:
5.8.1. untimely opening of the clearing accounts, failure to perform or untimely performance of the clearing operations, cash settlements/commodity settlements under the contracts/trades/transactions resulting from violation by the Clearing Member of the terms and conditions of the Agreement, the laws of Ukraine, requirements of the Clearing Rules, internal documents;
5.8.2. accuracy and completeness of the documents and/or information provided by the Clearing Member to the Clearing Institution in compliance with the laws of Ukraine, requirements of the Clearing Rules, internal documents and this Agreement;
5.8.3. for the condition of the Clearing Member's technical equipment and/or communication lines, quality of the Clearing Member's Internet channels, due to power outages and/or damage to the

communication lines, for failures that may occur as a result of the Clearing Member's use of unlicensed software and/or in case of virus infection of the software.

5.9. Any complaints, appeals, applications, petitions related to provision of clearing services shall be sent by the Clearing Member and considered by the Clearing Institution in accordance with the laws of Ukraine and internal documents.

6. FORCE MAJOR

6.1. The Party shall be released from liability for full or partial breach of the Agreement as defined by this Agreement and/or the legislation of Ukraine if it proves that the proper fulfillment of the obligation was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions of business activity, provided that their occurrence was certified in the manner prescribed by this Agreement.

6.2. In this Agreement, force majeure means any extraordinary events external to the Parties that arise without the fault of the Parties, beyond their will or against the will or desire of the Parties, and which cannot be foreseen with the use of ordinary measures and cannot, with all due care and diligence of the Party, be prevented (avoided), including (but not limited to) force majeure circumstances, the list of which is determined by the legislation of Ukraine.

6.3. The following circumstances shall not be considered force majeure: military aggression of the Russian Federation against Ukraine, which became the basis for the introduction of martial law in Ukraine, certified by the letter of the Chamber of Commerce and Industry of Ukraine No. 2024/02.0-7.1 dd. 28.02. 2022, without indicating the impact of such force major circumstances on the fulfillment of the Party's obligations under the Agreement in accordance with Article 617 of the Civil Code of Ukraine and Part 2 of Article 218 of the Commercial Code of Ukraine, as well as breach of obligations by the Party's counterparties under the Agreement, lack of goods required for fulfillment of the obligation on the market, lack of necessary funds of the debtor, etc.

6.4. Force majeure circumstances do not have a prejudicial (pre-established) character and, upon their occurrence, a party must prove that these circumstances were force majeure for the particular case of fulfillment of the obligation.

6.5. The only appropriate and sufficient document confirming the occurrence of force majeure as a ground for release from liability for non-performance (improper performance) of obligations under this Agreement is a certificate of the Ukrainian Chamber of Commerce and Industry.

6.6. The Party that is unable to fulfill its obligations under this Agreement due to force majeure shall, no later than 1 business day from the date of occurrence of such circumstances, inform the other Party in writing (by sending an e-mail, with the signature of the head/authorized person and registered mail) of the occurrence of force majeure and its consequences. The same procedure shall be applied by the Parties to notify the other Party of the termination of force majeure and its consequences.

6.7. Failure to notify one of the Parties of the occurrence of force majeure or termination of force majeure shall result in the loss of the right of such Party to refer to such circumstances as a ground exempting it from liability for non-performance/improper performance of obligations under this Agreement.

6.8. If force majeure circumstances make it impossible to fulfill the obligations under this Agreement for more than 20 (twenty) calendar days, the Parties shall have the right to decide to terminate or amend the terms of this Agreement by concluding an appropriate additional agreement to this Agreement (with the consent of the Parties to amend the terms of the Agreement) or at the request of one of the Parties (to terminate the Agreement).

7. INFORMATION AND CONFIDENTIALITY

7.1. Provide each other with information that is objectively necessary for the performance of their obligations under this Agreement.

7.2. Any confidential information constituting a trade secret, in written, oral or electronic form, which a Party receives from the other Party under this Agreement, shall be considered confidential for another three-year period after the expiration or termination of this Agreement. The information shall not be disclosed to a person who is not a party to this Agreement or is not recognized by law as a person entitled to access such information, either in whole or in part, by the Party receiving it hereunder (the Receiving Party) without the prior written consent of the Party disclosing it hereunder (the Disclosing Party).

7.3. The Receiving Party shall not be obliged to obtain prior consent from the Disclosing Party to disclose information that:

7.3.1. at the time of its disclosure under this Agreement or subsequently becomes publicly available, except in cases of breach of this Agreement;

7.3.2. is already known to the Receiving Party at the time of its receipt or acquisition from the Disclosing Party, or subsequently developed by the Receiving Party; or

7.3.3. legally acquired in the future by the Recipient Party, without the obligation to keep it secret, from a person who legally owns it but is not a party to this Agreement.

7.4. The Receiving Party shall not be obliged to obtain the prior consent of the Disclosing Party to disclose the Information:

7.4.1. to directors, officers and employees of the Recipient Party;

7.4.2. to owners (ultimate beneficiaries) of such Recipient Party;

7.4.3. persons providing professional services to such Recipient Party (e.g. auditors, appraisers, experts, etc.);

7.4.4. the disclosure of which is necessary for the Recipient Party to perform its functions, carry out its activities in accordance with the legislation of Ukraine, this Agreement, the rules governing such activities, and internal documents adopted in accordance with the legislation of Ukraine;

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

7.4.6. the disclosure of which is required by the rules and regulations of any stock exchange on which the shares of the Receiving Party or the shares of any of its affiliates are listed, provided that prior to making such disclosure, the Receiving Party shall agree with the other Party and provide such Party with a draft disclosure and the reasons for the disclosure of such information; provided that,

7.4.7. any disclosure of Information by the Receiving Party, except as provided in clause 7.4 (7.4.4) and (7.4.5), must be justified by a reasonable need on the part of any Person to whom it is disclosed
7.4.8. in the cases provided for in clause 7.4 (7.4.1), (7.4.2) and (7.4.3), the Receiving Party shall use reasonable efforts to limit such disclosure, and

7.4.9. from the persons referred to in clause 7.4 (7.4.3), such Party shall require an undertaking in writing to maintain the confidentiality of such Information and provided that such Party shall make reasonable efforts to ensure compliance with such undertakings.

7.5. The Parties undertake to take appropriate measures to protect and preserve the information classified by the Law of Ukraine "On Capital Markets and Organized Commodity Markets" as a professional secret in the capital markets and organized commodity markets. Disclosure of professional secrets shall be made exclusively on the grounds, in the manner and in the manner prescribed by law.
7.6. The Parties undertake to comply with the restrictions on the treatment of insider information established by the current legislation of Ukraine, which became known to each of the Parties in the course of concluding and performing this Agreement and may be classified as insider information.

8. ANTI-CORRUPTION CLAUSES

8.1. The Parties undertake to be guided in their activities by the principle of zero tolerance to corruption in any of its forms and manifestations and to take all appropriate measures to prevent, detect and combat corruption in connection with the implementation of this Agreement.
8.2. The Parties undertake to comply with the requirements of the current legislation on the prevention of corruption and the anti-corruption and compliance policies and business standards adopted by the Parties in connection with the implementation of this Agreement, in particular, not to take actions (inaction) that may be interpreted as corruption or corruption-related offenses.
8.3. Each of the Parties declares that it is unacceptable to stimulate the other Party in any way in connection with the performance of this Agreement, including by providing unlawful remuneration, gifts or other similar actions, in order to obtain unjustified privileges (guarantees) in comparison with other counterparties, accelerate (simplify) existing procedures, perform any other unlawful actions or omissions in favor of the stimulating Party in connection with the performance of this Agreement.

8.4. The Parties undertake to ensure, in accordance with the law, the absence of a conflict of interest that has or may have an impact on the objectivity or impartiality of decision-making or on the performance or non-performance of actions during the conclusion and execution of this Agreement. The Parties undertake to take the necessary measures to eliminate (settle, agree) the conflict of interest in accordance with the requirements of the law in the event of its occurrence in the future during the term of this Agreement.

8.5. Each of the Parties undertakes to inform the other Party of events known to it that contradict the statements and obligations set forth in this subsection of the Agreement. The Parties shall provide mutual assistance to each other in order to prevent corruption in the course of performance of this Agreement.

9. TERM OF THE AGREEMENT

9.1. This Agreement shall enter into force from the date of receipt by the Clearing Institution of the Application for Accession to the Clearing Agreement or from the date of performance by the person (exchange trading participant) of the actions indicating unconditional acceptance of this Agreement and shall remain in force until termination of the Clearing Services in accordance with the Clearing Rules or until termination hereof in accordance with the terms hereof.
9.2. Guided by Part 3 of Article 631 of the Civil Code of Ukraine, the Parties agreed that for clearing participants who submitted an Application for Joining in the period from 01.01.2025 to 01.06.2025 (inclusive), the terms of this Agreement apply to legal relations with clearing participants that arose before the conclusion of the Agreement, namely from 01.01.2025.

10. PROCEDURE FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

10.1. The Clearing Institution shall independently determine the terms of the Agreement and unilaterally decide to amend the terms of the Agreement by setting forth the Agreement in a new version.

10.1.1. The Clearing Institution shall inform the Clearing Participants by publishing on its own website information about amendments to the terms of the Agreement no later than 3 (three) calendar days before the date of commencement (entry into force) of the new version of the Agreement.

10.1.2. In case of disagreement of the Clearing Participant with the changes made to the Agreement, such Clearing Participant has the right to terminate this Agreement by sending an application for termination of the status of a clearing participant to the e-mail address accredit@uaclearing.com.ua Within 3 (three) calendar days from the date of entry into force of the new version of this Agreement.

10.1.3. Failure by the Clearing Participant to submit an application for termination of the Clearing Participant status within the specified period shall indicate the Clearing Participant's unconditional consent to the changes made to this Agreement.

10.2. The Agreement may be terminated unilaterally:

10.2.1. At the initiative of the Clearing Member:

10.2.1.1. on the basis of the application for termination of the Clearing Member's status received from the Clearing Member (the Agreement shall be terminated after the Clearing Member fulfills its obligations to the Clearing Institution and the commodity exchange with which the Clearing Institution has concluded a clearing agreement);

10.2.1.2. in case of disagreement of the Clearing Member with the amendments to the Agreement.

10.2.2. At the initiative of the Clearing Member in case of:

10.2.2.1. violation or non-compliance with the requirements to be met by the Clearing Member as defined in the Clearing Rules and/or requirements to certain types/categories of the Clearing Members as defined in the Clearing Rules and/or internal documents;

10.2.2.2. termination of membership in the commodity exchange with which the Clearing Member interacts on the basis of the Clearing Agreement and/or termination of admission (access) to exchange trading on such Exchange in general;

10.2.2.3. violation of the terms of this Agreement and/or internal documents, which has not been eliminated within 3 (three) months from the date of decision on temporary suspension of the Clearing Services;

10.2.2.4. pursuant to a decision of a court or other authorized state authority of Ukraine;

10.2.2.5. in case of loss by the Clearing Member of the status of the participant (subject) of the relevant commodity market.

10.3. In case of unilateral termination of the Agreement at the initiative of the Clearing Member:

10.3.1. The Clearing Institution shall notify the Clearing Participant by e-mail of the termination of the provision of clearing services, indicating the grounds for termination and termination of the Agreement (hereinafter referred to as the notice of termination of the Agreement). The notice of termination of the Agreement shall also indicate the actions that the Clearing Participant must take, the deadline for such actions, the date of termination of the provision of clearing services and the date of termination of this Agreement;

10.3.2. if there are no balances of the cleared assets on all clearing accounts, the Clearing Institution shall close all clearing accounts;

10.3.3. if there are asset balances on one or more clearing accounts and the Clearing Member fails to perform all actions specified in the notice of termination of the Agreement within the specified time limits, the Clearing Institution shall write off the assets and close the clearing accounts independently, without the orders of the Clearing Member, if possible, upon expiration of the specified time limits;

10.3.4. Termination of the Agreement unilaterally shall not require signing by the Parties of any additional agreements on termination of this Agreement.

11. OTHER TERMS AND CONDITIONS

11.1. Agreement shall be legally binding in accordance with Articles 633, 634, 641, 642 of the Civil Code of Ukraine, and the signing of this Agreement by the Parties in paper form is not required and is not a condition for its entry into force for the Parties.

11.2. The Clearing Member confirms the fact of familiarization and agreement with all terms and conditions of this Agreement in the version effective as of the date of acceptance hereof and the obligation to familiarize with and comply with all further amendments to the terms and conditions of the Agreement.

11.3. The Clearing Member may not propose its own terms and conditions to this Agreement upon accession thereto.

11.4. The first of the following events shall constitute proper, unconditional and unreserved Acceptance hereof:

11.4.1. receipt by the Clearing Member of the signed Application for Accession to the Clearing Agreement in the form of Appendix No. 1 for residents and in the form of Appendix No. 2 for non-residents;

11.4.2. performance by the person (participant of the exchange trading) of actions aimed at ensuring its participation in the exchange trading (including, but not limited to, provision/transfer of the

guarantee fee, submission of the order via the electronic trading system of the Exchange or other actions) on the commodity exchange with which the Clearing Institution has concluded the clearing agreement.

11.5. In accordance with Article 207 of the Civil Code of Ukraine, the Parties agreed to the use by the Clearing Institution of means of facsimile reproduction of the signature (using mechanical copying means - facsimile) of the authorized person of the Clearing Institution (a sample of which is provided in Annex No. 3 to this Agreement).

11.6. The Parties acknowledge that documents signed using a facsimile reproduction of the signature of an authorized person of the Clearing Institution are duly signed and have the same legal force as documents signed with the handwritten signature of an authorized person of the Clearing Institution.

11.7. The relations between the Parties that are not regulated by this Agreement, as well as the terms that are not defined by this Agreement, are regulated and determined by the legislation of Ukraine, the Clearing Rules and internal documents.

11.8. To exchange documents, messages, information provided for by this Agreement, the Clearing Rules and internal documents, as well as for correspondence, the Parties use the functionality of the software product used by the Clearing Institution and/or the means of the electronic trading system (ETS) of the commodity exchange with which the Clearing Institution has concluded a clearing agreement, as well as means of postal communication, e-mail, delivery service, courier service, providing personally to an authorized representative of the other Party.

11.9. In the event of a change in a Party's email address or information about contact numbers, details, etc., such Party must inform the other Party of the relevant changes no later than one day from the moment they occur, and bears the risk of negative consequences for it due to failure to notify and/or untimely notification of the other Party.

11.9.1. If the Clearing Participant has violated its obligation in accordance with clause 11.7 of the Agreement, the notice/information sent by the Clearing Institution to the last known addresses previously provided by the Clearing Participant shall be deemed to be proper notification of the Clearing Participant by the Clearing Institution.

DETAILS OF THE UKRAINIAN CLEARING HOUSE LIMITED LIABILITY COMPANY

Location: 01001, Ukraine, Kyiv, Khreshchatyk Str., 44, 4 floor

EDRPOY code 45539058

Telephone: +38 (044) 228-07-09

E-mail: info@uaclearing.com.ua

Website: https://www.uaclearing.com.ua/

Annex No. 1
to the Agreement on
clearing services

Printed on a letterhead

UKRAINIAN CLEARING HOUSE
LIMITED LIABILITY COMPANY

APPLICATION
on accession to the clearing agreement

Pursuant to Article 634 of the Civil Code of Ukraine, by signing and submitting this Application for Accession to the Clearing Agreement (hereinafter referred to as the Application) to the Limited Liability Company UKRAINIAN CLEARING HOUSE (hereinafter referred to as the UCH),_____, in the person of _____, acting on the basis of _____, hereby accedes to the terms and conditions of the Clearing Agreement (hereinafter referred to as the Agreement), which is available on the official website of the UCH at: www.uaclearing.com.ua.

– By signing this Application __ certifies that:

- is familiarized with all terms and conditions of the Agreement, the UCH Clearing Rules and other internal documents of the UCH regulating the procedure for provision of clearing services;

– fully understands the content of the Agreement, the meaning of the terms and all its conditions, assumes the rights and obligations of the Clearing Member, unconditionally agrees to them and undertakes to comply with the UCH Clearing Rules and all other regulatory and internal documents of the UCH regulating the provision of clearing services; voluntarily concludes the Agreement in accordance with the terms and conditions specified on the official website of UKD on the Internet at: www.uaclearing.com.ua, by joining it in full;

– agrees to all amendments to the Agreement and other internal documents of UKD regulating the procedure for providing clearing services that will be introduced into them in the future;

is familiar with the information contained in part five of Article 7 of the Law of Ukraine “On Financial Services and Financial Companies”;

– the information received is sufficient to assess the risks, tariffs and costs associated with obtaining the status of a clearing participant and using UKD services.

PARTICIPANT DETAILS:

Legal address: _____

Bank data:

(e-mail): :_____

Identification number of legal entity/individual entrepreneur_____

«____»_____20___

_____	_____	_____
(position of legal entity)	(signature) seal if available	(full name)

Annex No. 2
to the agreement on
clearing services

Printed on a letterhead **LIMITED LIABILITY COMPANY UKRAINIAN CLEARING HOUSE**	Друкується на фірмовому бланку **ТОВАРИСТВУ З ОБМЕЖЕНОЮ ВІДПОВІДАЛЬНІСТЮ «УКРАЇНСЬКИЙ КЛІРИНГОВИЙ ДІМ»**
APPLICATION **on accession to the clearing agreement** **Pursuant to Article 634 of the Civil Code of Ukraine, by signing and submitting this Application for Accession to the Clearing Agreement (hereinafter referred to as the Application) to the Limited Liability Company UKRAINIAN CLEARING HOUSE (hereinafter referred to as the UCH)**, _____, in the person of _____, acting on the basis of _____, accedes to the terms and conditions of the Clearing Agreement (hereinafter referred to as the Agreement), which is available on the official website of the UCH at: www.uaclearing.com.ua .	**ЗАЯВА** **про приєднання до договору про клірингове обслуговування** ***Відповідно до ст. 634 Цивільного кодексу України шляхом підписання та подання цієї Заяви про приєднання до Договору про клірингове обслуговування (далі - Заява) Товариству з обмеженою відповідальністю «УКРАЇНСЬКИЙ КЛІРИНГОВИЙ ДІМ» (надалі - УКД),*** _____, в особі _____, що діє на підставі _____, приєднується до умов Договору про клірингове обслуговування (далі – Договір), який розміщений на офіційному веб-сайті УКД за адресою: www.uaclearing.com.ua.
By signing of this Application ___ certifies that: - is familiarized with all terms and conditions of the Agreement, the UCH Clearing Rules and other internal documents of the UCH regulating the procedure for provision of clearing services; - fully understands the content of the Agreement, the meaning of the terms and all its conditions, assumes the rights and obligations of the Clearing Member, unconditionally agrees to them and undertakes to comply with the UCH Clearing Rules and all other regulatory and internal documents of the UCH regulating the procedure for provision of clearing services without exception; - voluntarily enters into the Agreement in accordance with the terms and conditions specified on the official website of the UCH at: www.uaclearing.com.ua, by joining it in full; - agrees to all amendments to the Agreement and other internal documents of the UCH regulating the procedure for the provision of clearing services that will be made to them in the future; - is familiar with the information contained in part five of Article 7 of the Law of Ukraine On Financial Services and Financial Companies; - the information received is sufficient to assess the risks, fees and costs associated with obtaining the status of a clearing member and using the services of the UCH.	Підписанням цієї Заяви ___ засвідчує, що: - ознайомлений з усіма умовами Договору, Правилами провадження клірингової діяльності УКД та іншими внутрішніми документами УКД, які регулюють порядок надання клірингових послуг; - повністю розуміє зміст Договору, значення термінів і всіх його умов, приймає на себе права та обов'язки учасника клірингу, безумовно погоджується з ними та зобов'язується виконувати Правила провадження клірингової діяльності УКД та всі без виключення інші нормативно-правові та внутрішні документи УКД, які регулюють порядок надання клірингових послуг; - добровільно укладає Договір відповідно до умов, визначених на офіційному вебсайті УКД у мережі Інтернет за адресою: www.uaclearing.com.ua, шляхом приєднання до нього в повному обсязі; - погоджується на всі зміни до Договору та інші внутрішні документи УКД, які регулюють порядок надання клірингових послуг, що будуть внесені до них в майбутньому; - ознайомлений з інформацією, що міститься у частині п'ятій статті 7 Закону України «Про фінансові послуги та фінансові компанії»; отримана інформація є достатньою для оцінки ризиків, тарифів та витрат, пов'язаних з отриманням статусу учасника клірингу та користуванням послугами УКД.

PARTICIPANT DETAILS:	**РЕКВІЗИТИ УЧАСНИКА:**
Legal address: _____ Bank details: _____ Email address (e-mail): _____ Identification number: _____ « » 20	Юридична адреса: _____ Банківські реквізити: _____ Адреса електронної пошти (e-mail): _____ Ідентифікаційний номер: _____ « » 20 року
_____ _____ _____ (position for a legal entity) seal if available (signature) (FULL name)	_____ _____ _____ (посада для юридичної особи) МП за наявності (підпис) (Власне ім'я ПРІЗВИЩЕ)

Annex No. 3
to the agreement on
clearing services

A SAMPLE OF A HANDWRITTEN SIGNATURE (A FACSIMILE REPRODUCTION PRODUCED BY MECHANICAL COPYING MEANS—FACSIMILE) THE AUTHORIZED REPRESENTATIVE OF THE CLEARING INSTITUTION—DIRECTOR VELYKA OLENA VOLODYMYRIVNA: