

APPROVED

by the decision of the Supervisory Board of
Ukrainian Clearing House Limited Liability
Company

Minutes of the meeting of the Supervisory
Board

№ 4 dd. «13» of December 2024

CLEARING SERVICE AGREEMENT

Ukrainian Clearing House Limited Liability Company, that carries out clearing activities for determination of obligations on the basis of the license for professional activity in capital markets - clearing activities: clearing activities for determination of 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 at the commodity exchange with which the Clearing Institution has concluded a clearing agreement to receive the services provided for in this Clearing Service Agreement (hereinafter referred to as the Agreement).

This Agreement is a public agreement and a adhesion agreement in accordance with Articles 633, 634, 641 of the Civil Code of Ukraine, its terms are the same for all and unconditional acceptance of the terms hereof shall be deemed acceptance of this offer by the person who has acquired the status of a participant of the commodity exchange trading with which the Clearing Member has concluded the clearing agreement (hereinafter referred to as the Exchange), for which purpose the Clearing Member shall publish this Agreement hereof:

1. AGREEMENT MATTER

1.1. The Clearing Institution shall provide the Clearing Member with the clearing services arising (will arise) in connection with conclusion (performance) of the contracts/trades/transactions by the Clearing Member on the Exchange (hereinafter referred to as the Clearing Services), and the Clearing Member shall comply with the Clearing Rules of the Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Clearing Rules), other internal documents of the Clearing Member regulating the procedure for provision of clearing services (hereinafter referred to as the internal documents) and pay for clearing services in accordance with the procedure and on the terms and conditions stipulated herein.

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

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

1.2.2. the derivative contract is a delivery contract.

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

- 1.3.1.** commodity derivative contracts that are not financial instruments and are delivery contracts;
- 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-traded commodity and entered into the Register of Exchange-Traded Commodities on the commodity exchanges with which the Clearing Institution has concluded the Clearing Agreement.

2. GENERAL PROCEDURE FOR THE PROVISION OF CLEARING SERVICES

2.1. The procedure and conditions for provision of clearing services shall be determined by the laws of Ukraine, regulations of the NSSMC, the Clearing Rules, other internal documents and this Agreement.

2.2. Maintenance of the Clearing Member's clearing accounts (hereinafter referred to as the Clearing Accounts), execution of clearing operations, submission of orders, documents and/or information on the basis of which the obligations are cleared and cash settlements are made, shall be carried out by means of the software product used by the Clearing Institution and/or the Exchange's electronic trading system (ETS) in accordance with the procedure stipulated by the Clearing Rules and the internal document of the Clearing Institution regulating provision of clearing services for a particular commodity market (direction/section) or as per certain exchange commodity (group of exchange commodities).

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

2.3.1. at the moment of conclusion of this Agreement the Clearing Member is familiarized 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 website of the Clearing Member, as well as received the information provided for in Article 7 of the Law of Ukraine "On Financial Services and Financial Companies", fully understood their content, agrees with them, has no comments to them and undertakes to unconditionally comply with them in full;

2.3.2. The Clearing Institution shall be entitled to unilaterally amend the Clearing Rules and internal documents by notifying the Clearing Member thereof in accordance with the Procedure for Consultations with Clearing Members and Organized Market Operators on Amendments to the Internal Documents of the Ukrainian Clearing House Limited Liability Company (hereinafter referred to as the Notice of Amendments). The date of receipt of the Notification of Changes by the Clearing Member shall be the date of posting of the Notification of Changes on the website of the Clearing Institution.

2.3.3. The Clearing Member shall independently monitor the Notification of Changes on the website of the Clearing Member and agrees to the amendments to the Clearing Rules, internal documents and Tariffs for Clearing Services approved in accordance with the established procedure and undertakes to unconditionally comply with the said documents of the Clearing Member with due regard for the amendments thereto.

2.3.4. The Clearing Institution shall have the right, based on the results of clearing activities, provision of clearing services to the Clearing Member for determination of obligations, to perform clearing operations on the clearing accounts, including without orders of the Clearing Member and

to carry out (organize) cash settlements/commodity settlements under the contracts/trades/transactions in accordance with the procedure stipulated by the Clearing Rules and internal documents;

2.3.5. The Clearing Institution shall have the unconditional and irrevocable right to terminate accounting of rights and obligations, accounting of information on collateral, contracts/trades/transactions in respect of the Clearing Member (clients of the Clearing Member) in cases and in accordance with the procedure stipulated by the Clearing Rules and internal documents.

2.3.6. The Clearing Member shall transfer to the Clearing Institution the unconditional and irrevocable right in cases and in accordance with the procedure stipulated by the Clearing Rules and internal documents to exercise all rights under the assets deposited to the relevant accounts or provided as the Collateral for the Clearing Member.

2.3.7. For the purposes of this Agreement, the Clearing Rules and other internal documents, the Clearing Member shall appoint the broker(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 leading to change of 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 guarantee fee.

2.3.7.1. The Clearing Member shall have the right to change the persons (managers of the clearing account) determined in accordance with clause 2.3.7 hereof.

2.3.8. By this Agreement the Clearing Member hereby gives its unconditional consent (permission) to the Clearing Institution to exchange information required for proper performance of this Agreement with banking institutions, gas transmission system operator, gas storage operator in the manner and in the manner stipulated by the Clearing Rules, internal documents, legislation of Ukraine and existing contractual relations with the said persons.

2.3.9. Signing of this Agreement by the Clearing Member shall constitute the written permission of the Clearing Member 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”) the information constituting professional secrecy (restricted access information) regarding the Clearing Member, clients of the Clearing Member, counterparties of the Clearing Member, contracts/trades/transactions executed in the interests of the Clearing Member and/or clients of the Clearing Member and/or counterparties of the Clearing Member, funds/goods owned by them, and other information, necessary for organization of exchange trading on the commodity exchange with which the Clearing Member has concluded the Clearing Agreement, and settlement of contracts/trades/transactions, as well as for submission of the Clearing Member's reporting data to the NSSMC.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Clearing Member shall be entitled to:

3.1.1. timely and in full receive clearing services hereunder in accordance with the procedure stipulated by the Clearing Rules, internal regulations and this Agreement;

3.1.2. to receive information on amendments to the Clearing Rules and internal documents in accordance with the procedure established by the internal documents and this Agreement;

3.1.3. receive information on the results of clearing under the contracts/agreements/transactions cleared by the Clearing Member;

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

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

3.2. The Clearing Member shall be obliged to:

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

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

3.2.3. ensure preservation of information constituting 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;

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

3.2.5. to ensure fulfillment of obligations under the contracts/agreements/transactions cleared by the Clearing Institution, provide the guarantee fee within the terms, procedure and amount specified in the Clearing Rules and internal documents;

3.2.6. provide the information (documents) specified in the Agreement, the Clearing Rules and internal documents required for clearing and performance assurance (settlement in the clearing accounting system and/or organization of settlement of the relevant contracts/agreements/transactions);

3.2.7. perform other duties arising in accordance with the laws of Ukraine, the Clearing Rules, internal documents and this Agreement.

3.3. Clearing Institution shall have the right to:

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

3.3.2. establish in the Clearing Rules and internal documents 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 guarantee fee in accordance with the requirements of the applicable laws, the Clearing Rules and internal documents;

3.3.4. temporarily suspend 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 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 to exercise all rights under the assets deposited to the relevant accounts or provided as the guarantee fee of the Clearing Member in cases, procedure and 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/agreements/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/agreements/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. Clearing Institution shall be obliged to:

- 3.5.** to perform clearing of obligations under the contracts/agreements/transactions 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 with consultations on provision of clearing services upon its request;
- 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 information that becomes available to the Exchange in connection with the conclusion and execution of this Agreement;
- 3.10.** perform other duties stipulated by the legislation of Ukraine, the Clearing Rules, other internal documents of the Exchange on clearing and this Agreement.

4. CLEARING SERVICES VALUE

- 4.1.** The Clearing Member shall pay for the clearing services received hereunder in the amount and in accordance with the procedure set forth in the Tariffs for Clearing Services posted on the official website of the Clearing Member on the basis of the invoice.
- 4.2.** The Clearing House shall independently set new or amend the existing Tariffs for Clearing Services. New or amended Pricelist for Clearing Services shall be published on the website of the Clearing House and shall come into force in the relations of the Parties on the date specified therein.

5. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

- 5.1.** For non-fulfillment and/or improper fulfillment of their obligations under this Agreement, the Parties shall be liable 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 responsible for the accuracy of the information/documents exchanged 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 violated its obligations under this Agreement shall eliminate such violations as soon as possible.
- 5.5.** Disputes that may arise between the Parties in the course of performance of the Agreement, in particular in case 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.** Clearing Institution shall be released from liability for:
- 5.8.1.** untimely opening of the clearing accounts, for non-performance 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 of the Agreement, the legislation 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 software infection by viruses.
- 5.9.** Any complaints, appeals, applications, petitions related to provision of the 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 economic 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 the 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 majeure 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 counterparties of the Party under the Agreement, lack of goods required for the 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) nature 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 the 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. During the term of the Agreement, the Parties shall cooperate and 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 years 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).

7.2.1. The Receiving Party is not obliged to obtain prior consent from the Disclosing Party to disclose information that:

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

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

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

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

7.3.1. to managers, officials and employees of the Recipient Party;

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

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

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

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

on condition that

7.3.5. any disclosure of Information by the Receiving Party, except as provided for in clause 7.4 (7.4.4) and (7.4.5), must be justified by reasonable necessity on the part of any Person,

where its disclosed,

7.3.6. 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

7.3.7. from the persons referred to in clause 7.4 (7.4.3), such Party shall require a written commitment to maintain the confidentiality of such Information and provided that such Party shall use reasonable efforts to ensure compliance with such obligations.

7.4. The Parties undertake to take appropriate measures to protect and preserve the information referred to by the Law of Ukraine “On Capital Markets and Organized Commodity Markets” as professional secrets 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.

7.5. 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 attributed to insider information.

8. TERM OF THE AGREEMENT

8.1. This Agreement shall enter into force upon receipt by the Clearing Member of the Application for Accession to the Clearing 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. PROCEDURE FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

9.1. 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.

9.1.1. The Clearing Institution shall inform the Clearing Members via its website on amendments to the Contract no later than three (3) calendar days prior to the effective date of the new version of the Contract.

9.1.2. In case of disagreement of the Clearing Member with the amendments to the Contract, such Clearing Member shall be entitled to terminate the Contract within 3 (three) calendar days from the date of commencement of the new version of the Contract

9.1.3. Failure of the Clearing Member to terminate the Agreement within the specified term shall indicate unconditional consent of the Clearing Member to the amendments to the Agreement.

9.2. Agreement may be terminated unilaterally:

9.2.1. At the initiative of the Clearing Member:

9.2.1.1. 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 other Clearing Members under the contracts concluded on the Exchange);

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

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

9.2.2.1. 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;

9.2.2.2. termination of membership in a commodity exchange and/or termination of admission (access) to exchange trading in general;

9.2.2.3. 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;

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

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

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

9.4.1. The Clearing Institution shall notify the Clearing Member by e-mail of termination of the Agreement stating the grounds for termination of the Agreement (hereinafter referred to as the notice of termination). The notice of termination shall also specify the actions to be taken by the Clearing Member, the term for taking such actions, the date of termination of the Clearing Services and the date of termination of the Agreement;

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

9.4.3. 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;

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

10. OTHER TERMS AND CONDITIONS

10.1. The 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.

10.2. 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.

10.3. Clearing Member may not propose its own terms and conditions to this Agreement upon joining it.

10.4. The proper, unconditional and irrevocable Acceptance of this Agreement shall be the 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.

10.5. Relationships of the Parties not regulated herein, as well as terms not defined herein, shall be governed and defined by the laws of Ukraine, the Clearing Rules and internal documents.

10.6. For exchange of documents, notifications, information stipulated herein, the Clearing Rules and internal documents, as well as for correspondence, the Parties shall use the functionality of the software product used by the Clearing Member and/or the electronic trading system (ETS) of the commodity exchange with which the Clearing Member has concluded the Clearing Agreement, as well as means of postal communication, e-mail, delivery service, courier service, provision of the following to the authorized representative of the other Party in person.

10.7. In case of change of the Party's e-mail address or information on contact numbers, details, etc., such Party shall inform the other Party of the relevant changes no later than one day from the date of their occurrence, and shall bear the risks of negative consequences for it in connection with failure to notify and/or untimely notification of the other Party.

**DETAILS OF THE LIMITED LIABILITY COMPANY
UKRAINIAN CLEARING HOUSE**

Location: 44 Khreshchatyk St., 4th floor, Kyiv, 01001, Ukraine

EDRPOU code 45539058

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

E-mail: info@uaclearing.com.ua

Official website: <https://www.uaclearing.com.ua/>

Printed on a letterhead

LIMITED LIABILITY COMPANY
UKRAINIAN CLEARING HOUSE

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.

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.

PARTICIPANT DETAILS:

Legall address: _____

Bank data:

Identification number: _____

« _____ » _____ 20 _____

(position for a legal entity)

(signature)

(FULL name)