

**PUBLIC CONTRACT**  
**For Granting a Right to Carry Out the Exchange Trading**

**Limited Liability Company «Ukrainian Resource Exchange»**, according to article 634 of the Civil Code of Ukraine, announces a public offering concerning an unlimited range of legal entities and individual entrepreneurs for an opportunity to conclude this Public Contract for Granting a Right to Carry Out the Exchange Trading (hereinafter the Contract):

*Place of conclusion: Kyiv C.*

**Limited Liability Company «Ukrainian Resource Exchange»**,  
hereinafter referred to as the **Exchange**,

and a party that jointed this Contract by submitting the Application to the Exchange for joining the Contract in the form set by the Exchange that means the joining this Contract for the purpose of obtaining the status of the Exchange Member, hereinafter referred to as the **Exchange Member**,

hereinafter collectively referred to as the **Parties**, have concluded this Contract on the following terms and conditions:

**1. SUBJECT MATTER OF THE CONTRACT**

1.1. The subject matter hereof shall be the granting, by the Exchange, and the use, by the Exchange Member, of a right to carry out the exchange trading on the Exchange.

1.2. For the purposes hereof, the exchange trading shall be understood to mean the Exchange Member's actions directed at concluding and performing exchange transaction and exchange agreements according to the Exchange Rules and other internal documents of the Exchange.

1.3. Conducting the exchange trading by the Exchange Member shall be carried out through the individuals authorized by the Exchange Member to carry out the exchange trading on behalf of the Exchange Member that had passed accreditation on the Exchange according to the Exchange Rules (hereinafter the brokers).

1.4. The exercise, by the Exchange Member, of the right to carry out the exchange trading shall be conducted by means of:

- gaining access to the Exchange electronic trading system (ETS) in the procedure established by the Exchange;
- acquiring the status of a trade member in the procedure established by the Rules and other internal documents of the Exchange, as to participation in a relevant section or sections.

1.5. To carry out the exchange trading on behalf of the customers and at their expense, such customers shall pass registration on the Exchange in the procedure established by the Exchange.

1.6. The Exchange Member may not offer their individual terms and conditions for this Contract.

**2. RIGHTS AND DUTIES OF THE PARTIES**

- For the purpose of creating conditions for the exchange trading during the term hereof, to provide the Exchange Member with an opportunity to gain access to the ETS in the trading mode, according to the procedure established by the Exchange;
- To organize exchange trades according to the current Rules and other internal documents of the Exchange on the principles of impartiality and neutrality;

- In the established procedure, to bring current documents to the notice of the Exchange Member and timely familiarize them with all amendments and supplements being introduced to these documents;

- To provide information and consultation support to the Exchange Member as to carrying out the exchange trading;

- To ensure the exercise of the Exchange Member's rights arising from the Exchange Rules.

### **2.2. *The Exchange has a right to:***

- accept documents determining the procedure for the accreditation of brokers of the Exchange Member, the organization of the exchange trading, conclusion of exchange transaction and exchange agreements, the performance of settlements and terms of delivery thereunder as well as other procedures relating to the charter activity of the Exchange as well as introduce amendments to the said documents;

- determine and change the amount and procedure of payment of fees for services provided by the Exchange;

- in the case of a breach of current documents of the Exchange by the Exchange Member, collect penalties set by the Exchange and apply other sanctions provided by the Rules and other internal documents of the Exchange;

- apply disciplinary actions against the Exchange Member and their broker (brokers) for their breach of the Rules and other internal documents of the Exchange;

- stop or terminate the status of the Exchange Member in the cases provided by the Exchange Rules.

### **2.3. *The Exchange Member is obliged:***

- in conducting the exchange trading, to comply with the current legislation of Ukraine, the Rules and other internal documents of the Exchange, the provisions hereof;

- to acknowledge the competence of relevant bodies of the Exchange and implement resolutions adopted by them that arise from current documents of the Exchange;

- to meet the requirements and indicators limiting the risks of activity in organized commodity markets set by the legislation, Rules and other internal documents of Exchange;

- to keep record of operations on the exchange (and in the cases stipulated by the legislation) of own operations and each customer separately and keep such information for at least three years;

- to carry out customer verification and identification, before commencing the provision of services to the customer, conclude a contract with them in written form and obtain the consent from an individual customer to the collection, processing, use and dissemination of their personal data for the purpose of providing them with relevant services;

- to timely inform the Exchange on:

- - changes in their financial standing as well as other changes that can negatively affect the performance of obligations to customers, other participants in exchange trades and the Exchange ;

- emergence of circumstances (entry into force of decisions of the court, other authorized bodies, emergence of control relations etc.) making impossible for the Exchange Member to participate in exchange trades;

- emergence of technical failures while working in the electronic trading system.

- to disclose information in the procedure, scopes and within the times provided by the legislation, Rules and other internal documents of the Exchange;

- to provide the Exchange with complete and true information in the procedure, scopes and within the times provided by the legislation, Rules and other internal documents of the Exchange;

- to timely pay membership dues and/or other fees determined by the Rules and other internal documents of the Exchange;
- not to disclose confidential data and commercial secrets about the Exchange activity;
- to prevent third parties (except brokers) from carrying out the exchange trading on behalf of the Exchange;
- to ensure proper maintenance of the terms of access to the electronic trading system, not to transfer to third parties and keep confidentiality of received information and terms of access;
- timely and fully pay penalties imposed on a Member of the Exchange according to the internal documents of the Exchange and/or to the decision of the Exchange Board, as well as comply with the terms of other restrictions and sanctions imposed on a Member of the Exchange according to the internal documents of the Exchange and/or to the decision of the Exchange Board;
- to perform other duties determined by the Rules and other internal documents of the Exchange.

**2.4. *The Exchange Member has a right to:***

- use all types of services provided by the Exchange;
- carry out the exchange trading on their own behalf and at their own expense as well as on behalf of the customers and at their own expense;
- familiarize themselves with all Exchange documents directly arising from the implementation hereof, with amendments and supplements introduced thereto;
- submit the matters of introduction of amendments and supplements to current documents of the Exchange for consideration by the governing bodies of the Exchange.

### **3. LIABILITY OF THE PARTIES**

3.1. For non-performance or improper performance of obligations hereunder, the Parties shall be liable pursuant to the current legislation of Ukraine, the Rules and other internal documents of the Exchange.

3.2. The Exchange Member shall be liable to the Exchange and third parties for the actions of brokers of such an Exchange Member including that for the consequences of their erroneous, illegal and/unauthorized actions including losses inflicted by such actions.

3.3. The Exchange Member shall be liable for the authenticity of the information submitted by them and/or their customer to pass the customer registration on the Exchange.

3.4. The Exchange Member shall be liable for preventing third parties (except brokers) from carrying out the exchange trading on behalf of the Exchange Member.

3.5. The Exchange shall not be liable in the case of the temporary impossibility to provide access to exchange trades (for technical reasons, due to the effect of the circumstances of insuperable force, due to chance etc.).

3.6. In the case of the dissolution hereof resulted from the termination of membership on the Exchange in the cases provided by the Exchange Rules, the Exchange shall not be liable to the Exchange Member for the consequences of such a decision.

3.7. In the case of a breach of the Contract, a Party shall be liable as determined by the Rules, this Contract and (or) the legislation of Ukraine.

3.8. A breach of the Contract shall be its nonperformance or improper performance id est the performance in breach of the terms and conditions determined by the content hereof.

3.9. A Party shall be deemed not guilty and shall not be liable for a breach of the Contract, if it proves that it had made all efforts dependent on it for proper performance hereof.

#### **4. CONFIDENTIALITY PROVISIONS**

4.1. The Parties may not disclose the information that they pass to each other, when a third party access to it can do damage to any Party to the Contract except as provided by the current legislation of Ukraine.

#### **5. DISPUTE RESOLUTION**

5.1. All disputes arising herefrom or associated herewith shall be resolved by means of negotiations between the Parties.

5.2. If a relevant dispute cannot be resolved by means of negotiations, it shall be resolved in a judicial procedure under determined jurisdiction and cognizance for such a dispute according to the current legislation of Ukraine.

#### **6. FORCE MAJEURE**

6.1. Neither Party shall be liable for full or partial nonperformance of duties, if such nonperformance resulted from the act of God (force majeure).

6.2. The time of the act of God shall extend the term of the performance, by the Parties, of their obligations hereunder.

6.3. The force majeure effect shall be confirmed in the established procedure by a relevant state body.

6.4. If the act of God lasts more than 30 (thirty) calendar days, each of the Parties may unilaterally dissolve this Contract. In such a case, the settlements between the Parties shall be made by actually performed obligations.

#### **7. TERM OF THE CONTRACT**

7.1. The Contract has legal force according to articles 633, 641, 642 of the Civil Code of Ukraine and is equivalent to the Contract signed by the Parties. The Exchange Member confirms the fact of familiarization with and consent to all terms and conditions hereof in full by means of acceptance.

The acceptance hereof by the Exchange Member shall be the submission, to the Exchange, of the application for jointing this Contract in a form established by the Exchange.

Submission the contract application form to the Exchange in the prescribed by the Exchange manner is also the confirmation of familiarization with and the agreement to the terms of the Exchange Rules, of the Exchange clearing Rules, the other internal documents of the Exchange, as well as with the types, application procedures and amounts of the sanctions imposed on the participants of the Exchange trading and/or their clients. An Applicant by signing such an Application is also obliged to be familiarized with and comply with the terms of the internal documents of the Exchange even in the case of their subsequent amendments duly approved and/or adoption of the new internal documents of the Exchange.

This Contract shall come into effect for the Exchange Member upon provision of membership in the Exchange to them in the procedure established by the Exchange Rules and other internal documents of the Exchange. In the case of rejection to provide the Exchange Member with the membership in the Exchange in the procedure established by the Exchange rules and other internal documents of the Exchange, this Contract shall be deemed uncompleted with such a party.

7.2. The Contract is public and termless and shall be valid until being terminated by the Exchange in the procedure established by this Contract or current legislation, however, in any case until outstanding obligations are completely performed by the Parties.

7.3. The termination hereof shall not relieve the Parties from liability for its breach that took place during the term hereof. The termination hereof shall not relieve the Exchange Member from the duty to properly perform their obligations that arose during the term hereof.

7.4. The Contract may be early terminated in the following cases:

- by agreement of the Parties;
- on the Exchange's initiative. The Exchange has a right to early terminate this Contract with the Exchange Member in the case of the adoption, by the Exchange board, of the resolution on termination of the status of the Exchange Member in the cases provided by the Exchange Rules;
- in other cases provided by the current legislation.

7.5. In the case of termination of the Contract by the Exchange, the Contract shall be deemed automatically dissolved (terminated) without concluding any additional agreements/contracts for dissolution, acts or any other documents from the day specified in the Contract recall notice. With this, the Exchange shall be deemed to have fully and properly performed its obligations under the Contract while the obligations of the Exchange Member that arose during the term of this Contract shall be valid until they are completely performed.

## **8. FINAL PROVISIONS**

8.1. The Parties may carry on electronic correspondence via official electronic addresses determined according to cl. 8.2. hereof. All notices hereunder shall be deemed properly given, if sent to the other Party by electronic correspondence or by any other means agreed by the Parties.

8.2. The Parties shall determine the persons responsible for the performance hereof, contact telephones and official electronic addresses for correspondence hereunder as follows:

- the Exchange information on responsible persons, contact telephones and official electronic addresses for correspondence shall be stated on the Exchange website;

- the Exchange Member information on responsible persons, contact telephones and official electronic addresses for correspondence shall be stated in the Application for Joining This Contract being an integral part hereof.

8.3. In the case of a change in any Party's electronic address or data on responsible persons, contact telephones, details etc., the other Parties shall be informed on relevant changes not later than one day of the time of their occurrence as follows:

- relevant changed information of the Exchange shall be stated on the Exchange website;
- relevant changed information of the Exchange Member shall be provided to the Exchange in written form.

8.4. By concluding this Contract, the authorized representatives of the Parties give the consent to (permit for) the processing of their personal data for the purpose of confirmation of powers of the relevant Party. By signing this Contract, the representatives of the parties confirm that there are notified on their rights according to art. 8 of the Law of Ukraine "On Personal Data Protection".

8.5. A form of the Application for Joining the terms and conditions of the Contract is posted on the Exchange website <https://urb.ua> and constitutes its integral part.

8.6. All legal relations arising in connection with performance of the terms and conditions hereof and not regulated hereby shall be governed by the Rules, other internal documents of the Exchange and current legislation of Ukraine.

## **DETAILS AND LOCATION OF THE EXCHANGE**

### **Limited Liability Company «Ukrainian Resource Exchange»**

EDRPOU: 44585784

ITN: 445857826586

Address: 03150, Kyiv, Laboratorna str., 14/91, office 39A

IBAN: UA323282090000026006000018130

Bank: Pivdennyi Bank Public Joint Stock Company

MFO: 328209

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