

Annex 1-B

to the Regulations for Organizing and Conducting Exchange Trading  
in “Untreated Timber and Timber Products” at the commodity exchange,  
Limited Liability Company “Ukrainian Resource Exchange”

## AGREEMENT

**Limited Liability Company “Ukrainian Resource Exchange”**  
announces a public offer of concluding this public Agreement  
**(hereinafter referred to as the Agreement)**  
available to the legal entities and individual entrepreneurs at large

*Venue: Kyiv*

**Limited Liability Company “Ukrainian Resource Exchange”**, hereinafter referred to as the **Exchange**,

and the **Agent**, a person who has concluded an Agent Agreement with the Exchange and is included in the list of the Exchange's Agents posted on the Exchange's website at <https://urb.ua>  
and the **Participant**, a person who has acceded to this Agreement by submitting the Application for Accession to the Agreement to the Exchange in the form set forth in Annex 1 hereto, which shall mean accession to this Agreement

and the **Participant's Client**, a person who has acceded to this Agreement by submitting the Application for Accession to the Agreement to the Exchange in the form set forth in Annex 1 hereto, which shall mean accession to this Agreement

hereinafter collectively referred to as the **“Parties”**, have entered into this Agreement as follows:

### 1. SUBJECT OF THE AGREEMENT

1.1. The Agent shall, in the manner and on the terms and conditions specified in this Agreement and Regulations for Organizing and Conducting Exchange Trading in “Untreated Timber and Timber Products” at the commodity exchange, Limited Liability Company “Ukrainian Resource Exchange” (hereinafter referred to as the Regulations), provide information support and consulting services to the Participant and the Participant's Client in “Untreated Timber and Timber Products”, the organization and conduct of which shall be regulated by the Regulations and other Exchange’s internal documents, as well as the obligation to implement controls of the Participants’/Participant’s Clients’ compliance with the laws and/or obligations established by the Regulations and/or Rules of the Limited Liability Company “Ukrainian Resource Exchange” (hereinafter – the Exchange Rules) and/or other internal documents of the Exchange and/or resolutions of the Exchange Board and obligations of such Participants/Participants’ Clients under the contracts of sale and purchase of traded commodities concluded as a result of exchange trading.

1.2. The list of the Exchange's agents that have acceded to this Agreement shall be approved by the Exchange director or another authorized person in accordance with the established procedure and posted on the Exchange's website at <https://urb.ua>.

1.3. The decision to engage (authorize) the Agent to provide information support and consulting services to the trading Participants shall be adopted by the Exchange and published in the relevant auction announcement. The Exchange shall engage the Agent who has concluded an agreement on information interaction with the Participant/Participant’s Client (auction initiator).

1.4. In accordance with the terms of this Agreement, the Participant shall, in the cases and

under the conditions established by the Regulations, pay the Agent's remuneration in accordance with the Fees for Services of the commodity exchange, Limited Liability Company "Ukrainian Resource Exchange" (hereinafter referred to as the Exchange Fees).

1.5. The terms and definitions used herein shall have the meanings given in the Regulations and other internal documents of the Exchange.

1.6. The Parties shall acquire the rights and obligations hereunder if the Exchange engages the Agent, the information about which is published in the auction announcement.

1.7. Neither the Agent, nor the Participant, nor the Participant's Client may suggest including their own terms and conditions in this Agreement.

1.8. In accordance with the terms of this Agreement, the Participant/Participant's Client agrees that the Exchange shall be entitled to transfer to the Agent, upon its reasonable request, the documents/information received from such Participant/Participant's Client during its accreditation at the Exchange, including, but not limited to, for the Agent to transfer such documents/information to the bank in the course of settlements between the Participant/Participant's Client and the Agent in accordance with the terms of this Agreement.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. The Exchange shall:**

2.1.1. Organize and conduct auctions in the manner established by the Regulations and other internal documents of the Exchange.

2.1.2. Return the paid margin deposit (collateral) to the Participant, if any, in the manner and within the terms specified in the Regulations.

2.1.3. Ensure anonymity and confidentiality of data classified by the Exchange's internal documents as confidential data (information). Transfer of the documents/information received from the Participant/Participant's client during its accreditation by the Exchange to the Agent in accordance with subparagraph 2.2.8 hereof shall not be construed as a disclosure of confidential data (information).

2.1.4. Provide the Parties with all information required for the proper performance of this Agreement.

2.1.5. Inform the Agent about the terms and conditions of organizing and conducting auctions and about updates to these terms and conditions.

2.1.6. Perform the other duties established by this Agreement and the Regulations.

### **2.2. The Exchange shall be entitled to:**

2.2.1. Request that the Participant initiating the purchase auction unconditionally sign the exchange certificate.

2.2.2. Request that the Participant make the required payments in accordance with the Regulations, the Exchange's Fees, the Margin Deposit (collateral) Rates (Amounts) at the Exchange and taking into account the relevant decisions adopted by the Exchange Board in cases provided for by the Regulations.

2.2.3. Not refund the margin deposit (collateral) of the Participant in cases stipulated by the Regulations.

2.2.4. In case of violation of the Regulations by the Participant/Participant's Client, impose sanctions on the Participant/Participant's Client as provided for by the Regulations.

2.2.5. Upon request, receive reports and other documents/information from the Agent and the Participant/Participant's Client on the progress and results of this Agreement performance and compliance with the Regulations.

2.2.6. Provide the Agent with information and documents to be distributed among potential bidders.

2.2.7. Terminate this Agreement earlier in cases provided for by the Regulations and this

Agreement.

2.2.8. Provide the Agent, upon its reasonable request, with documents/information received from the Participant/Participant's Client during its accreditation at the Exchange, including, but not limited to, for the Agent to transfer such documents/information to the bank in the course of settlements between the Participant/Participant's Client and the Agent in accordance with the terms hereof.

2.2.9. Exercise the other rights provided for by the Regulations and other internal documents of the Exchange.

### **2.3. The Agent shall:**

2.3.1. Provide the services subject to this Agreement and the Agency Agreement in case the Exchange engages the Agent for the purposes of the auction.

2.3.2. Provide consultations to the Participant/Participant's Client and provide information support to the Participant/Participant's Client (in particular, provide information on the terms of accreditation and admission to the Exchange's services, terms of access to participation in auctions, and other procedures related to the organization and conduct of auctions).

2.3.3. Ensure proper execution of documents by the Participants/Participants' Clients and in respect of the Participants/Participants' Clients required for the Exchange to provide services of organizing and conducting auctions in accordance with the Regulations and other internal documents of the Exchange, as well as exchanging the documents between the Exchange and the Participants/Participants' Clients.

2.3.4. Receive information from the Participant in respect of each auction in accordance with Regulations for preliminary verification of its compliance with the Regulations.

2.3.5. Ensure confidentiality of data and information that become known to the Agent in the course of this Agreement performance.

2.3.6. Ensure the transfer of documents and information received hereunder to the Exchange within the terms and in the manner specified in the Regulations.

2.3.7. Provide the Exchange with summary information on each auction, in which the Agent is involved, on the contracts of purchase and sale of traded commodities concluded as a result of the auctions, performed and failed (indicating the reason), in the format and to the e-mail addresses posted on the Exchange's website.

2.3.8. In case the Exchange engages the Agent to implement controls of the Participants'/Participants' Clients' compliance with laws and/or obligations established by the Regulations and/or the Exchange Rules and/or other internal documents of the Exchange and/or decisions of the Exchange Board and obligations of such Participants/Participants' Clients under the contracts of purchase and sale of traded commodities concluded as a result of exchange trading, take actions to establish the actual circumstances that led to the emergence of signs of such violations in accordance with the Regulations on the Imposition of Sanctions by the Limited Liability Company "Ukrainian Resource Exchange" for Violation of the Rules of the Limited Liability Company "Ukrainian Resource Exchange" and other internal documents establishing the procedure for organizing and conducting exchange trading (hereinafter referred to as the Regulations on the Imposition of Sanctions).

2.3.9. Conduct a scheduled inspection of the batch(es) of untreated timber/firewood/timber products at the Participant/Participant's Client acting as a seller, subject to photo/video shooting of the batch being inspected and drawing up a relevant Inspection Report.

The schedule of inspection of the batch(es) of untreated timber/firewood/timber products by the agents at the Participants/Participants' Clients acting as sellers shall be drawn up and approved by the Exchange at least on a quarterly basis.

2.3.10. Inform the Exchange of inspection of the batch(es) of untreated timber/firewood/timber products (inspection to determine compliance of such batch(es) with the terms of the exchange transaction) on the initiative of the Participant/Participant's Client, if such an inspection is carried out on the basis of a separate agreement concluded between the Agent and

the Participant/Participant's Client.

2.3.11. Perform the other obligations established by the Regulations, Agency Agreement and other internal documents of the Exchange.

**2.4. The Agent shall be entitled to:**

2.4.1. Act for, on behalf, and under the control of the Exchange in order to perform this Agreement, if the Agent is engaged by the Exchange to participate in the auction.

2.4.2. Receive remuneration on the terms and conditions set forth herein.

2.4.3. In case the Exchange engages the Agent to implement controls of the Participants'/Participants' Clients' compliance with laws and/or obligations established by the Regulations and/or the Exchange Rules and/or other internal documents of the Exchange and/or decisions of the Exchange Board and obligations of such Participants/Participants' Clients under contracts of sale and purchase of traded commodities concluded as a result of exchange trading, exercise the rights specified in the Regulations on the Imposition of Sanctions.

2.4.4. Provide services to the Participant/Participant's Client for inspection of the batch(es) of untreated timber/firewood/timber products to determine the compliance of such batch(es) with the terms of the exchange transaction, if the latter contacts the Agent with a relevant initiative and settle such legal relations in compliance with applicable laws, namely by concluding a separate agreement.

**2.5. The Participant shall:**

2.5.1. When performing any actions related to participation in the auction, strictly comply with the Regulations and this Agreement.

2.5.2. Provide the Agent with information and documents in accordance with the Regulations and in the course of this Agreement performance.

2.5.3. Provide the Agent with information on the concluded and fulfilled contracts of sale and purchase of traded commodities, certificates and other reporting documents provided for by the Regulations.

2.5.4. Pay the Agent's remuneration in cases stipulated by the Regulations and this Agreement in accordance with the Exchange's Fees.

2.5.5. Sign the Certificates of Acceptance of Services received from the Agent.

2.5.6. Provide the Agent/Exchange with responses to requests for information/documents, copies of documents, extracts from documents, written or oral explanations when the Exchange, separately or jointly with the Agent engaged by the Exchange to participate in the auction, verifies the signs of violations revealed during the implementation of controls of the trading Participants' compliance with laws and/or obligations established by the Regulations and/or Exchange Rules and/or other internal documents of the Exchange and/or decisions of the Exchange Board and obligations of such Participants under contracts of sale and purchase of traded commodities concluded as a result of exchange trading, in accordance with the Regulations on the Imposition of Sanctions (including responding to requests submitted in accordance with the Regulations on the Imposition of Sanctions in the manner prescribed by the Regulations on the Imposition of Sanctions).

2.5.7. Fulfill the other duties provided for by the Regulations, this Agreement and other internal documents of the Exchange.

**2.6. The Participant shall be entitled to:**

2.6.1. Receive the information required for its performance under this Agreement and the Regulations from the Exchange and the Agent.

2.6.2. Receive information support and consulting services from the Agent.

2.6.3. In cases stipulated by the Regulations, request that the Exchange refunded the margin (security deposit) transferred for participation in the auction.

2.6.4. Contact the Agent with the initiative to inspect the batch(es) of the traded

commodity in order to determine the compliance of such batch(es) with the terms of the exchange transaction, and to regulate such legal relations in compliance with applicable laws, namely by concluding a separate agreement.

**2.7. The Participant's Client shall:**

2.7.1. Strictly comply with the Regulations and this Agreement.

2.7.2. Provide the Agent with information and documents in accordance with the Regulations and in the course of this Agreement performance.

2.7.3. Provide the Agent with information on the concluded and fulfilled contracts of sale and purchase of traded commodities, certificates and other reporting documents provided for by the Regulations.

2.7.4. Pay for the Agent's services in the cases stipulated herein on the basis of a separate agreement concluded with the Agent.

2.7.5. Sign the Certificates of Acceptance of Services received from the Agent.

2.7.6. Provide the Agent/Exchange with responses to requests for information/documents, copies of documents, extracts from documents, written or oral explanations when the Exchange, independently or jointly with the Agent engaged by the Exchange to participate in the auction, verifies the signs of violations revealed during the implementation of controls of the trading Participants' compliance with laws and/or obligations established by the Regulations and/or Exchange Rules and/or other internal documents of the Exchange and/or decisions of the Exchange Board and obligations of such Participants under contracts of sale and purchase of traded commodities concluded as a result of exchange trading, in accordance with the Regulations on the Imposition of Sanctions (including responding to requests submitted in accordance with the Regulations on the Imposition of Sanctions in the manner prescribed by the Regulations on the Imposition of Sanctions).

2.7.7. Fulfill the other duties established by the Regulations, this Agreement and other internal documents of the Exchange.

**2.8. The Participant's Client shall be entitled to:**

2.8.1. Receive the information required for performance of this Agreement and the Regulations from the Exchange and the Agent.

2.8.2. Receive information support and consulting services from the Agent.

2.8.3. Contact the Agent with the initiative to inspect the batch(es) of the traded commodity in order to determine the compliance of such batch(es) with the terms of the exchange transaction, and to regulate such legal relations in compliance with applicable laws, namely by concluding a separate agreement.

### **3. DELIVERY AND ACCEPTANCE OF SERVICES**

3.1. Based on the services rendered, the Agent shall ensure preparation and signing of the Certificate of Acceptance of Services by the Participant/Participant's Client and the Agent in 3 counterparts, followed by their submission to the Participant/Participant's Client. The Certificate of Acceptance of Services shall be drawn up within three (3) business days from the date of receipt of a relevant remuneration by the Agent.

3.2. The Participant/Participant's Client shall sign the Certificate of Acceptance of Services within three (3) business days from the date of receipt thereof and return a copy of the said certificate to the Agent, or provide its comments (objections) to the Certificate of Acceptance of Services in writing within the same period.

3.3. After elimination of the comments (objections), the Certificate of Acceptance of Services shall be signed by the Participant/Participant's Client and the Agent in accordance with the terms of this Section.

#### **4. PAYMENT FOR SERVICES**

4.1. The amount of the Agent's remuneration hereunder shall be set by the Exchange in the Exchange Fees and shall consist of:

4.1.1. data processing fee;

4.1.2. the Agent's remuneration payable by the Participant who was recognized as a successful bidder or initiated the purchase auction.

4.2. The remuneration in accordance with clause 4.1.2 hereof shall be paid by the Participant who was recognized as a successful bidder or initiated the purchase auction within three (3) business days from the date of the auction.

4.3. The Agent's remuneration and other fees hereunder shall be paid by the Participant who is a resident of Ukraine exclusively in the national currency of Ukraine (UAH) by a wire transfer to the relevant accounts of the Agent.

The Agent's remuneration and other fees hereunder may be paid by the Participant, who is not a resident of Ukraine, in foreign currency by a wire transfer of funds to the relevant accounts of the Agent in the currency of such account. The amount of the Agent's remuneration in foreign currency shall be equivalent to the amount of remuneration calculated in hryvnia and converted at the official exchange rate of the National Bank of Ukraine effective as of the date of the auction.

#### **5. LIABILITY OF THE PARTIES**

5.1. In case of the Agreement breach the Party shall be liable as set forth in the Regulations, this Agreement and/or the laws of Ukraine.

5.2. The Agreement breach shall be its non-performance or improper performance, i.e. performance in violation of the terms and conditions stipulated hereby.

5.3. A party shall be deemed innocent and shall not be liable for the Agreement breach if it proves that it has taken all measures within its control to perform this Agreement properly.

5.4. The Agent shall be fully liable for the Exchange's losses resulting from the Agent's breach of this Agreement.

#### **6. DISPUTE RESOLUTION**

6.1. All disputes, which may arise out this Agreement or in relation hereto, shall be resolved through negotiations between the Parties.

6.2. If a relevant dispute fails to be resolved through negotiations, it shall be referred to a competent court for resolution in accordance with applicable laws of Ukraine.

#### **7. FORCE MAJEURE**

7.1. Neither Party shall be liable for the failure to fulfill its obligations or a part thereof if such failure occurred as a result of the force majeure.

7.2. The force majeure shall adjourn the deadline for the Parties to fulfill their obligations hereunder.

7.3. The force majeure must be confirmed by a relevant public authority in accordance with the established procedure.

If the force majeure lasts for more than thirty (30) calendar days, either Party shall be entitled to terminate this Agreement unilaterally. In this case, settlements between the Parties shall be made in respect of actually fulfilled obligations.

#### **8. TERM AND TERMINATION**

8.1. The Agreement shall be legally binding in accordance with Articles 633, 641, 642 of

the Civil Code of Ukraine and shall be equivalent to the Agreement signed by the Parties. The Agent and the Participant confirm that they have read and accepted all terms and conditions of this Agreement in full.

This Agreement shall be accepted:

- by the Client/Participant's Client from the date of submission of the application for accession to this Agreement (meaning unconditional accession to this Agreement) by the Participant/Participant's Client in accordance with Annex 1 hereto;
- by the Agent from the moment of conclusion of the Agency Agreement with the Exchange, meaning the acceptance of this Agreement.

The Agreement shall be public and indefinite and shall remain in force until terminated by the Exchange in the manner established by this Agreement or applicable laws, but in any case until complete of outstanding obligations by the Parties.

8.2. The expiration of this Agreement shall not relieve the Parties from liability for its violation that occurred during the term of this Agreement.

8.3. The Agreement may be terminated earlier in the following cases:

- by consent of the Parties;
- at the initiative of the Exchange. The Exchange shall be entitled to terminate this Agreement with the Participant/Participant's Client/Agent earlier by posting an application for termination of the Agreement with the relevant persons (the list of which shall be specified in the notice) on the Exchange's website at least 10 business days before the date of early termination of the Agreement. The Exchange shall be entitled to terminate this Agreement with the Participant earlier should the Exchange Board decide to terminate the Exchange member's status of the Exchange Participant in cases provided for by the Exchange Rules;
- in other cases provided for by applicable laws.

8.4. In case of the Agreement termination by the Exchange, the Agreement shall be deemed terminated automatically without conclusion of any additional agreement/termination agreement, certificate or any other document from the date specified in the application for the Agreement withdrawal. In this case, the Exchange shall be deemed to have fulfilled its obligations hereunder fully and properly, and the obligations of the other Parties that arose during the term of this Agreement shall be valid until their complete fulfillment.

## **9. FINAL PROVISIONS**

9.1. The Parties shall be entitled to conduct electronic correspondence using the official e-mail addresses specified in paragraph 9.2 hereof. All notices hereunder shall be deemed to have been duly served if sent to the other Party by e-mail or in any other manner agreed by the Parties.

9.2. The Parties shall designate the persons responsible for the performance of this Agreement, contact telephone numbers and official e-mail addresses for correspondence hereunder as follows:

- the Exchange's information on responsible persons, contact numbers and official e-mail addresses for correspondence shall be posted on the Exchange's website;
- the Agent's information on responsible persons, contact telephone numbers and official e-mail addresses for correspondence shall be posted on the Agent's website and on the Exchange's website.
- the information of the Participant/Participant's Client on responsible persons, contact telephone numbers and official e-mail addresses for correspondence shall be specified in the Application for Accession to this Agreement, which is an integral part hereof.

9.3. If any Party changes its e-mail address or information about responsible persons, contact telephone numbers, details, etc., the other Parties shall be informed of the relevant changes no later than one day after they occur.

9.4. The authorized representatives of the Parties hereby grant their consent (permission) to the processing of their personal data in order to confirm the authority of the respective Party. The representatives of the Parties hereby confirm that they have been informed of their rights in accordance with Article 8 of the Law of Ukraine on Personal Data Protection.

9.5. The form of the Application for Accession to the Agreement for the Participant/Participant's Client is set forth in Annex 1 hereto and forms an integral part hereof.

9.6. All legal relations arising in connection with the performance of this Agreement and not regulated hereby shall be governed by the Regulations and applicable laws of Ukraine.

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

### **Limited Liability Company**

**“UKRAINIAN RESOURCE EXCHANGE”**

EDRPOU: 44585784

TIN: 445857826586

Address: 14/91 Laboratorna St., room 39a, Kyiv 03150, Ukraine

IBAN: UA323282090000026006000018130

With Pivdennyi JSB

MFI: 328209

Phone: (044) 333-96-18

[customers@urb.ua](mailto:customers@urb.ua)