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## COMMERCIAL PROPOSAL №1

Electricity Supplier: EC «UKRENERGOEXPORT»  
(the main criteria for commercial terms of electricity supply)

### 1. Applies with a set of such kind conditions:

- 1.1. The consumer is not a household and/or a protected consumer.
- 1.2. The consumer pays for the electricity distribution services to the DSO-e by his own cost.
- 1.3. Commercial accounting of the electricity at the Consumer's objects ensures its purchase on the WEM.
- 1.4. The commercial proposal (detailed) should be made by parties in written form or by the way of digital signature exchange in the form of Annex №3 «Commercial Terms of Electricity Supply to the Consumer» to the Agreement for the Electricity Supply to the Consumer (hereinafter referred to as the Agreement). Annex №3 is sent to the Consumer's email after receipt of completed Application from the Consumer for the Agreement conclusion on the terms of the Commercial Proposal №1 together with the completed Annexes 1 and 2 to the Agreement.

### 2. Price and payment terms for the electricity:

2.1. The electricity cost for the Consumer under the calculated period (month) is determined at the level of the actual electricity cost purchased by the Supplier according to needs of the Consumer's objects on the Wholesale Electricity Market (hereinafter referred to as the WEM) during this period, taking into account differentiated prices of the WEM for every hour which should be increased by the amount of the Supplier's remuneration in percentage terms.

2.2. Reward amount of the Supplier (EC «UKRENERGOEXPORT») is equal, %:

Reward of the Supplier	Monthly consumption for all objects (Mio. kWh)	Payment terms for the billing period (BP) in % value from the cost of the claimed volume*			
		to 5 days before BP	till 5 date	till 10 date	till 15 date
1 %	more than 10	40%	30%		30%
1,5 %	from 7 to 10	40%	30%		30%
2 %	from 4 to 7	40%	30%		30%
3 %	from 1 to 4	50%		50%	
4 %	from 0,5 to 1	50%		50%	
6 %	from 0,1 to 0,5	100%			
8 %	to 0,1	100%			

\* Calculation of planned payments is determined on the basis of the electricity wholesale price forecast on the WEM, which was approved by NERC for the relevant billing month and increased by the ratio 1.1

2.3. The Supplier according to the results of the billing month provides the Consumer with the value of the wholesale market price of the WEM for each hour of each day of the billing month.

### 3. Volumes of the electricity:

- 3.1. Expected (contractual) volumes of consumption are determined by parties in Appendix № 2 to the Agreement.
- 3.2. The consumer up to the 14th date (including) of the billing month has a right to adjust the contractual amount agreed by parties for this calculation month. The consumer has a right to exceed the contractual amount on condition that the exceeded amount will be paid during the billing period.

### 4. Penalties:

- 4.1. Compensation to the Consumer should be provided by the Supplier for non-complying to the commercial quality of the electricity supply services in the order determined by the NERC.
- 4.2. Sanctions against the Consumer may be applied:
  - for exceeding of the contractual amount for more than 5% (in condition that the exceeded amount is not paid on the 1 date of the month following to the billing month);
  - for violating of the payment terms for the electricity (in the form of initiating the supply termination / electricity selling to the Consumer; penalties application; or increasing of the Supplier's reward);
  - for the counteracting of measures implementation for stopping of the electricity supply to its facilities which are initiated by the Supplier as a result of payment terms violation for the electricity.
- 4.3. Penalties to the Consumer for moving to another electricity Supplier **are not foreseen**.

5. Delivery period: starting from the 1st date of the month.

\* If you would like to conclude an Agreement with terms other than offered in the Commercial Proposal №1, we are ready to discuss the individual conditions in accordance with your expectations.