Section I. General Provisions		
1.	**Terms Used in the Tender Documentation**	TSC – Transmission System Code IPS of Ukraine – Integrated Power System of Ukraine Tender Commission – the commission for conducting the tender for the construction of generating capacity Procedure – the Procedure for Holding a Tender for the Construction of Generating Capacity and the Implementation of Demand Management Measures, approved by Resolution of the Cabinet of Ministers of Ukraine No. 677 of 10 July 2019 TSO – Transmission System Operator (Private Joint-Stock Company "National Power Company 'Ukrenergo'") MinEnergy – Ministry of Energy of Ukraine MinEnergy website – https://mev.gov.ua/ TSO website – https://ua.energy/ Other terms used in this Tender Documentation are used with the meanings given in the Law of Ukraine "On the Electricity Market", the Transmission System Code, and the Procedure for Holding a Tender for the Construction of Generating Capacity and the Implementation of Demand Management Measures.
2.	**Information about the Tender Organizer**	
2.1.	Full name	Private Joint-Stock Company "National Power Company "Ukrenergo"
2.2.	Location	Ukraine, 01032, Kyiv, 25 Symona Petliury St.
2.3.	Official of the tender organizer authorized to liaise with participants	Head of the Automated Process Control Systems (APCS) and Automatic Generation Control (AGC) Coordination Unit, Yurii Hryhorovych Lykhovyd Tel.: +38(044) 238-33-58 Email: competition@ua.energy
2.4.	Contact details of the Chairperson and Secretary of the Tender Commission	Chairman of the Tender Commission: Artem Leonidovych Nekrasov; Tel.: +380 (44) 206-38-01; Email: irina.klochko@mev.gov.ua Secretary of the Tender Commission: Maksym Oleksandrovych Yurkov; Tel.: +380 (44) 238-38-61; Email: Yurkov.MO@ua.energy
3.	**Basis for Holding the Tender (date and number of the decision)**	In accordance with part two of Article 29 of the Law of Ukraine "On the Electricity Market", and Clause 8 of the Procedure for Holding a Tender for the Construction of Generating Capacity and the Implementation of Demand Management Measures, approved by Resolution of the Cabinet of Ministers of Ukraine No. 677 of 10 July 2019, as amended (hereinafter – the

		Procedure). The Procedure establishes the process for holding a tender for the construction of generating capacity in order to ensure the energy security of the state, eliminate the consequences of an emergency situation, and the consequences of the military aggression of the Russian Federation against Ukraine, and to implement demand management measures, which include, in particular, measures for the construction of new generating capacity (hereinafter – the tender). Cabinet of Ministers of Ukraine Resolution No. 488-r dated 22 May 2026 establishes the commencement date and the terms and conditions of the tender. Tender announcement date: 22.05.2026.
4.	**Information about the Tender**	Taking into account the power system's need for flexible power plants to ensure effective balancing of the IPS of Ukraine and the availability of guaranteed capacity reserves, it is proposed to hold a tender for the construction of new generating capacities totalling 1,505 MW of highly maneuverable power plants with fast start-up capability, to ensure the availability of guaranteed secondary regulation reserves (frequency restoration reserves) in the IPS of Ukraine, namely – Type C or Type D in accordance with the classification set out in sub-clause 2.1 of Section III "Conditions and Procedure for Connection to the Transmission System, Technical Requirements for Electrical Installations of Electric Power Facilities" of the Transmission System Code, with a minimum installed capacity of the generating unit from 10 MW and a maximum capacity not exceeding the offer for the relevant regional lot. Construction shall take place in specified individual oblasts (regions) of Ukraine, to which the volume of the regional lot corresponds within the total required generating capacity and/or demand management measures. The tender for the construction of the required volume of generating capacities is planned to be held in two stages: - qualification of participants in accordance with the requirements of the tender documentation and selection of proposals from qualified participants to proceed to the second stage of the tender; - determination of the winner(s) from among the qualified participants by selecting the best price offer in accordance with the conditions defined by the Procedure.
4.1.	**Name of the tender**	Tender for the Construction of Generating Capacity
4.2.	**Geographic location and commissioning deadlines for**	Placement of new generation facilities within the controlled territories of Ukraine, under the following regional lots: Lot 1 (Kyiv city, Kyiv and Chernihiv regions) – 250 MW

	generating capacities	Lot 2 (Sumy, Kharkiv and Poltava regions) – 872 MW Lot 3 (Dnipropetrovsk region) – 283 MW Lot 4 (Odesa region) – 100 MW The maximum deadline for commissioning an electric power facility is 20 months from the date of signing the agreement between the TSO and the tender winner(s).
5.	**Non-Discrimination of Participants**	A tender participant is a business entity that has submitted a tender proposal in accordance with the requirements of the tender documentation. The following may not be tender participants: - an entity against which, or against whose participants (founders, shareholders) or ultimate beneficial owners, special economic or other restrictive measures (sanctions) have been applied under the Law of Ukraine “On Sanctions”, or international sanctions under the Law of Ukraine “On Prevention and Counteraction of Legalization (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction”; - an entity that has, among its direct or indirect (through another natural or legal person) owners of corporate rights, a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state; - an entity that has, among its participants (founders, shareholders), ultimate beneficial owners, or managers, citizens of a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state; - an entity that directly or indirectly (through another natural or legal person) holds corporate rights of a legal entity established and registered under the laws of a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state; - an entity whose registered location is temporarily occupied territory of Ukraine and/or which conducts activities on temporarily occupied territory of Ukraine.
6.	**Information about the Currency in which the Participant’s Price Offer Must be Calculated and Stated**	The participant’s price offer is submitted in eurocents per 1 kWh (rounded to two decimal places), both including and excluding value added tax. The participant’s price offer including VAT must not exceed the ceiling price determined by the Order of the Cabinet of Ministers of Ukraine.

7.	**Language of the Tender Documentation**	The tender documentation is issued in Ukrainian and English. The Ukrainian-language text is prevailing.
8.	**Language(s) in which Tender Proposals Must be Submitted**	The tender proposal shall be submitted in Ukrainian. Where a participant includes documents in other languages in the tender proposal, each such document must be accompanied by a Ukrainian translation, certified and/or confirmed in the manner specified in the tender documentation, or, in the absence of such specification, in the manner defined by the Law of Ukraine "On Notaries". The agreement shall be drawn up in Ukrainian.
Section II. Procedure for Submitting Requests and Obtaining Clarifications on the Tender Documentation		
1.	**Procedure for Providing Clarifications on the Tender Documentation**	A potential tender participant wishing to obtain any clarifications on the tender documentation may send a written request to the Tender Commission or raise these matters at the meeting held in accordance with Clause 2 of this Section. **Address for written clarification requests:** To: Secretariat of the Tender Commission 01032, Kyiv, 25 Symona Petliury St. Email: nec-kanc@ua.energy Responses to requests for clarification will be published on the official websites of MinEnergy and the TSO, provided that such requests are received no later than 30 calendar days before the deadline for submission of tender proposals. If the clarifications provided result in amendments to the tender documentation, such amendments shall be made in accordance with Clause 3 of this Section.
2.	**Procedure for Holding a Meeting to Clarify Requests on the Tender Documentation**	The Tender Commission invites authorized representatives of business entities intending to participate in the tender for the construction of new generating capacity to a meeting to discuss the requirements of the tender documentation, the terms and conditions of the agreements, and the procedures to be followed by all tender participants. A notice with the time and place of such meeting will be published on the official websites of MinEnergy and the TSO no earlier than 20 calendar days and no later than 30 calendar days from the date of publication of the tender documentation.
3.	**Amendments to the Tender Documentation**	Following the meeting, the Tender Commission may decide to amend the tender documentation; such amendments shall be approved by a protocol of the Tender Commission. If such a decision is made, the amended tender documentation shall be published in Ukrainian and English on the official websites of MinEnergy and the TSO, and provided to the Energy Community Secretariat, no later than 15 calendar days after the meeting.

		In case of discrepancies between the Ukrainian and English texts, the Ukrainian text is authoritative. Conditions established by the relevant resolution of the Cabinet of Ministers of Ukraine on holding the tender may not be amended in the tender documentation.
Section III. Instructions for Preparing and Submitting a Tender Proposal		
1.	**Information about the Tender and the Method of Submitting a Tender Proposal**	The deadline for the submission of tender proposals by the participants is 17:00 on 8 October 2026 (Kyiv time). The tender is held in two stages: 1) qualification of participants in accordance with the requirements of the tender documentation and selection of proposals from qualified participants to proceed to the second stage of the tender; 2) determination of the winner(s) from among the qualified participants by selecting the best price offer in accordance with the conditions defined by the Procedure. The winner(s) for each lot are determined separately.
1.1.	List of Documents Required from Tender Participants and Requirements Thereto	1. Tender proposal of the tender participant for the construction of generating capacity in the form specified in the tender documentation. 2. Copies of documents containing information about the management bodies of the tender participant: constituent document, decision on election to the position of the head and other members of the management bodies of the tender participant (in the case when it is provided for in the constituent document, only for legal entities). 3. Extract from the USR. 4. Copies of the passport and RNOKPP of the head of the business entity – participant of the competition. 5. Extract from the information-analytical system “Record of Information on Criminal Prosecution and Convictions” in respect of the head of the business entity. 6. Copies of the power of attorney, passport and RNOKPP of the authorized person(s) of the tender participant (if determined). 7. Copies of documents regarding the participants (founders, shareholders), ultimate beneficial owners of the business entity participating in the tender: RNOKPP, passport (for individuals), extract from the USR. In the case when a legal entity does not have an ultimate beneficial owner, information about the absence of the ultimate beneficial owner and the reason for their absence shall be indicated.

		8. Extract from the USR for legal entities whose corporate rights are directly or indirectly owned by a business entity participating in the tender. 9. Extract from the USR for legal entities and/or the RNOKPP for individual entrepreneurs related to the business entity participating in the tender by relations regarding the exercise of control. 10. Information on the compliance of the declared generating capacity with the requirements provided for in clause 4 "Qualification requirements for the proposal of the tender participant". 11. Price offer of the tender participant, which is drawn up in accordance with the requirements of this tender documentation. 12. Guarantee, provided in accordance with the requirements of Clause 2 "Tender Participation Guarantee" in the form of a payment order confirming the transfer of funds by the tender participant. This information must be relevant as of the date of submission of the Tender Proposal.
1.2.	Requirements for the Format of the Participant's Tender Proposal	The tender participant's proposal is submitted in two sealed envelopes (containers, boxes): one containing the qualification part of the proposal (documents bound – except for the bank guarantee, which is not bound – and numbered, signed by the participant's authorized person, confirming the participant's compliance with the qualification requirements and the requirements for its tender proposal, including the technical part and the tender participation guarantee), and the second containing the price offer (bound and numbered documents signed by the participant's authorized person). A tender participant must submit one price offer per electric power facility, for which it seeks to acquire the right to support. A tender participant may submit separate tender proposals for different electric power facilities within the same lot, and may submit tender proposals for different lots. In addition to the original qualification part of the tender proposal, the participant must submit one (1) paper copy and one (1) electronic copy (USB flash drive) of the qualification part of the proposal in the envelope (container, box) with the qualification part. The paper copy included in the proposal must be marked "COPY". Both envelopes (containers, boxes) shall be sealed in one large envelope (container, box), which must be signed by the authorized person designated in accordance with the tender documentation. The outer envelope and both inner envelopes (containers, boxes) must be properly labelled. In particular, the inner envelope (container, box) containing the qualification part of the proposal must be labeled as the "qualification part", and the

		inner envelope (container, box) containing the price offer must be labeled as the "price offer".
2.	**Tender Participation Guarantee**	To participate in the tender, the participant must, as part of the tender proposal, provide the TSO with a tender participation guarantee. Where a tender participant has submitted proposals for several electric power facilities, a tender participation guarantee must be provided separately for each proposal. The amount of the tender participation guarantee for each tender proposal is the hryvnia equivalent of EUR 5,000 per 1 MW of capacity declared by the participant in its tender proposal, calculated at the official UAH/EUR exchange rate set by the National Bank of Ukraine on the day the tender is announced. The tender participation guarantee is returned to tender participants within five business days from the date of conclusion of the agreement with the tender winner, and, where the tender is declared void or where the tender proposal is rejected (declared as having failed qualification), within five business days from the date of publication of the relevant decision. The tender participation guarantee is collected in favor of the TSO from: 1) tender participants whose qualification has been confirmed by a protocol of the Tender Commission, in the event that they withdraw their tender proposals. This requirement does not apply where the tender is declared void; 2) the tender winner(s) who did not conclude the agreement for the provision of services for ensuring the development of generating capacity within the established period, except where the participant has sent a written objection to extension of the validity period of its price offer in accordance with the Procedure; 3) a business entity that may not be a tender participant in accordance with the requirements of Clause 3^1 of the Procedure.
2.1.	**Bank Details, TSO Account for Tender Participation Guarantee**	EDRPOU Code 00100227, TIN 001002226654 Account No. UA443223130000026006000059461 at JSC UkrexImBank
3.	**Qualification Requirements for Tender Participants**	A tender participant is a business entity that has submitted a tender proposal in accordance with the requirements of the tender documentation and the Procedure. A tender participant must meet the following mandatory requirements: - must not be in the process of liquidation (termination) and must not be subject to bankruptcy or insolvency proceedings; the person who

		is the head of the tender participant, and/or the person authorized by it (representative, if any), must have no criminal record; - must have the authority to enter into an agreement for the construction of new generating capacities, to be concluded with the tender winner(s) on the terms set out in the tender proposal; - must have no overdue debt (unfulfilled obligations) to NPC “Ukrenergo” in terms of payment for electricity transmission services and dispatch (operational and technological) control services.
4.	**Qualification Requirements for the Participant’s Proposal**	The participant’s tender proposal must include a design assignment for the generating capacity with technical characteristics meeting the following key technical requirements: - generating units belonging to Type D in accordance with the TSC classification must comply with the technical requirements of Chapter 2 (Technical requirements for power-generating facilities connected to the transmission system or affecting transmission system operating modes) of Section III “Conditions and Procedure for Connection to the Transmission System, Technical Requirements for Electrical Installations of Electric Power Facilities”, as defined for Type D. Other generating units (including those from 10 MW) must comply with the technical requirements of the aforementioned Chapter 2 of Section III of the TSC as defined for Type C. Generating units must not obtain an exemption from TSC requirements; - generating units shall comply with the emission limit values for pollutant emissions established by the legislation governing the prevention, reduction and control of pollution and the protection of ambient air; - the minimum installed capacity of the electric power facility (at the point of connection) is from 10 MW; the maximum installed capacity of the electric power facility must not exceed the offer for the relevant regional lot; - required operating modes of the generating unit: • the generating unit (if it consists of more than one unit/installation/generator, then each unit/installation/generator) must be capable, in normal mode, of performing at least 2 start-ups and shutdowns per day with a maximum permissible downtime between two consecutive start/stop cycles of 2 hours (including command processing time); • minimum guaranteed (design) service life of the generating unit equipment – not less than 20 years (or 100,000 operating hours);

- control range of the generating unit – not less than 50% of installed capacity;
- activation time (full activation of installed capacity) from a shutdown state – not more than 30 minutes from receipt of the relevant TSO command (including command processing time);
- activation time (full activation of the control range) in frequency restoration reserve provision mode (across the full range from minimum to maximum capacity) – not more than 5 minutes;
- guaranteed continuous operation time – not less than 16 hours;
- the generating unit (if it consists of more than one unit/installation/generator, then each unit/installation/generator) must be capable of starting up under conditions of no voltage in the external network;

- the generating equipment must be new (not previously used in operation) and must comply with all requirements of Chapter 2 of Section III of the TSC for Type C and D respectively;
- the energy equipment must not be manufactured in or with the involvement of companies located in the territory of the aggressor state or affiliated with it, and its manufacture must not be connected with companies that are subject to international sanctions, recognized by the international community and the National Agency on Corruption Prevention (NACP) as sponsors of terrorism and war in Ukraine.

This information must be confirmed, in particular, by: certified copies of the design assignment, project documentation for the construction object, tender documentation, technical passport/certificate of the relevant generating equipment, letters from manufacturers or suppliers of the relevant equipment.

The construction of the generating capacity shall provide for the implementation of engineering protection, in accordance with the Ordinance of the Cabinet of Ministers of Ukraine No. 488-r dated 22 May 2026.

Tender participants may not submit proposals for equipment commissioned before 22.05.2026 (i.e., facilities that had not dispatched electricity into the IPS of Ukraine prior to that date).

The tender proposal must not participate in other auctions or tenders aimed at obtaining additional payments, preferences or benefits from the state directed at supporting, developing or constructing generating capacities (including participation in special auctions for ancillary services). The restriction on payments, preferences or benefits does not apply to financial assistance that is 100% repayable.

		The participant must include in its tender proposal information in free form, signed by the tender participant, confirming the absence of support and/or cost compensation related to the construction, reconstruction, modernization, repair and/or operation of the electrical installations of the electric power facility submitted for participation in the tender.
5.	**Requirements for the Content, Form and Validity Period of the Participant's Price Offer**	**Content:** Price proposal in euro cents per 1 kWh, inclusive of VAT, with the corresponding value exclusive of VAT provided separately. **Form:** written. Price offers are considered valid for 120 (one hundred and twenty) calendar days from the final deadline for submission of price offers. Before expiry of this period, the contracting authority may request that tender participants extend the validity of their price offers.
6.	**Amendment or Withdrawal of a Tender Proposal by a Participant**	Upon request of the authorized person of the tender participant and before the deadline for submission of tender proposals, the authorized person has the right to collect its sealed envelope (container, box) for the purpose of amending or withdrawing the tender proposal. Re-submission of a tender proposal shall be made in accordance with the requirements of this tender documentation and the Procedure.
Section IV. Submission and Opening of Tender Proposals		
1.	**Place and Final Deadline for Submission of Tender Proposals**	Tender proposals must be received no later than the date and time at the address indicated below: **Address:** 25, S. Petliury St., Kyiv **Date:** until 17:00 on 8 October 2026 (Kyiv time)
2.	**Place, Date and Time of Opening of Tender Proposals**	Tender proposals are opened in two stages. **Stage 1 opening (qualification):** held at a meeting of the Tender Commission on the date, at the time and place indicated below: Date: 13.10.2026 Time: 11:00 (Kyiv time) Place: 25, S. Petliury St., Kyiv During Stage 1 (qualification), the outer envelope (container, box) is opened, its contents are described, the envelope with the qualification part of the proposal is opened and its contents are described, all of which is recorded in the protocol of the Tender Commission. The second envelope (container, box) with the participant's price offer is kept sealed until the date of Stage 2. All tender participants who have submitted proposals, or their authorized representatives, are permitted to attend the opening of tender proposals. Media representatives and other interested persons may attend the Tender Commission meeting during the opening of tender proposals upon prior application. Such application must be sent to the address specified in Clause

		2 of this Section no later than seven (7) calendar days before the date of opening of tender proposals. The protocol of opening of tender proposals (qualification part) shall be published on the official websites of MinEnergy and the TSO within five calendar days. The date, time and place of the Stage 2 opening (participants' price offers) will be communicated separately to all qualified participants. During Stage 2 (participants' price offers), the envelope with the participant's price offer is opened and the price proposed by the participant is read out, which is recorded in the protocol of the Tender Commission. The protocol of opening of participants' price offers shall be published on the official websites of MinEnergy and the TSO within five calendar days.
Section V. Qualification Selection and Determination of the Winner		
1.	**Qualification Selection – Stage 1**	The Tender Commission, during Stage 1, carries out the qualification selection and determines the qualification of tender participants on the basis of verifying the submitted materials for compliance with the requirements of the tender documentation.
2.	**Clarifications on Tender Proposals**	During its review of tender proposals, but no later than ten calendar days before the qualification deadline, the Tender Commission may send requests to tender participants and receive clarifications regarding documents submitted by them to confirm compliance with the qualification criteria, as well as request additional documents related to the tender, and contact third parties to obtain confirmation of the authenticity of documents and information submitted by the participant. Clarifications from tender participants received by the Tender Commission later than three business days before the qualification deadline will not be considered. Requests from the Tender Commission and clarifications from participants shall be published on the official websites of MinEnergy and the TSO within two business days.
3.	**Decision of the Tender Commission on Qualification Results**	The Tender Commission's decision on the qualification results of participants shall be documented by a protocol within no more than 30 calendar days from the date of opening of the qualification part of participants' tender proposals. The protocol shall set out the list of qualified participants and the list of participants whose proposals do not meet the qualification requirements, with grounds for refusal of qualification stated for each participant. The protocol shall be signed by all members of the Tender Commission present at the meeting.

		The Tender Commission's decision on qualification results shall be published on the official websites of MinEnergy and the TSO within five business days from the date of the meeting. The Tender Commission shall, within five business days from the date of the meeting, send to each tender participant that submitted a proposal the decision on its qualification results in Ukrainian and English. In case of discrepancies between the Ukrainian and English texts, the Ukrainian text is authoritative. The Tender Commission shall decide that a participant has failed qualification and shall reject its proposal where: 1) the tender participant and/or its tender proposal does not meet the requirements set out in "Qualification Requirements for Tender Participants" and "Qualification Requirements for the Participant's Proposal"; 2) the tender participant has not provided the TSO with a tender participation guarantee and/or the amount of such guarantee does not meet the requirements of the Procedure and/or the tender documentation; 3) the qualification part of the participant's tender proposal is partially or fully written in a language other than Ukrainian, and the participant has not submitted a notarially certified Ukrainian translation of the documents; 4) the tender participant has submitted an incomplete package of documents, or the content of the submitted documents does not comply with the requirements of the Procedure and/or the tender documentation; 5) the technical parameters of the facility proposed by the tender participant, in whole or in any individual part (without exception or reservation), do not comply with the requirements of the Transmission System Code for the relevant type of generation at the time of submission of the participant's tender proposal, and the requirements of the tender documentation.
4.	**Determination of the Tender Winner(s) – Stage 2**	The Tender Commission shall hold Stage 2 of the tender, determining the winner(s) for each lot, no later than 10 calendar days from the date of publication of the decision on qualification results. The Tender Commission and tender participants may not conduct any negotiations regarding amendments to the submitted price offer. The Tender Commission shall decide to reject a price offer where: 1) the participant's price offer exceeds the established ceiling price;

		2) the participant has submitted more than one price offer for the same generating capacity construction facility and/or demand management measure. The tender winner(s) for each lot shall be determined by the Tender Commission from among the qualified tender participants in accordance with the criteria for determining the tender winner(s). The Tender Commission's decision on the determination of the tender winner(s) shall be documented by a protocol within three business days from the date of the meeting. The protocol shall be published on the official websites of MinEnergy and the TSO, and provided to the Energy Community Secretariat, within five business days from the date of the meeting. The TSO shall, within seven business days after publication of the protocol on its official website, provide a copy of such protocol to the qualified tender participants.
5.	**Criteria for Determining the Tender Winner(s)**	The tender winner(s) in each separate lot shall be determined from among the tender participants whose qualification part of the proposal complied with the Qualification Requirements for Tender Participants and the Qualification Requirements for the Participant's Proposal, and whose tender participation guarantee complied with the Requirements for the Tender Participation Guarantee. There may be more than one tender winner. The tender winners are determined by the Tender Commission in accordance with the provisions of the Procedure by selecting the best tender proposals according to the following principles: 1) If the aggregate volume of capacity proposed in all qualified tender proposals equals or is less than the required volume of generating capacity and/or demand management measures within the relevant lot, all qualified tender proposals are declared winners of the tender; 2) If the aggregate volume of capacity proposed in all qualified tender proposals exceeds the required volume of generating capacity and/or demand management measures determined for the relevant lot, then: - the Tender Commission ranks the proposals in ascending order of price offers. Where participants within the same lot have submitted identical price offers, the ranking of the tender proposal is determined in ascending order of the available capacity of the relevant electric power facilities declared in the tender proposals of such participants; - the Tender Commission selects proposals in accordance with the ranking, starting from the lowest price offers, until the volume of capacity specified in the selected proposals fully covers or exceeds

		the required volume of generating capacity and/or demand management measures within the relevant lot. Otherwise, the Tender Commission enters into negotiations with the tender participant regarding the possibility of partial acceptance of the tender proposal for a volume not exceeding the total required volume of generating capacity and/or demand management measures determined by the Cabinet of Ministers of Ukraine in the resolution on holding the tender. Based on the results of such negotiations, the Tender Commission decides on the terms and volumes of service procurement.
Section VI. Tender Results and Award of the Agreement		
1.	**Award and Signing of the Agreement with the Tender Winner(s)**	To conclude the agreement, the tender winner(s) must submit to the TSO confirmation of the provision of the guarantee for performance of obligations under the agreement, in particular confirmation of transfer of a monetary contribution to the TSO's account (details published on the TSO's official website), and the agreement signed on their part in two copies, no later than 40 calendar days following the day of publication of the duly executed Tender Commission decision on the TSO's official website. The TSO shall, within five business days, verify the documents submitted by the tender winner and provide the signed copy of the agreement on its part (in the absence of any comments). Such agreement may be executed in electronic form as a single copy using a qualified electronic signature or an advanced electronic signature based on a qualified electronic signature certificate, in accordance with the requirements of the Law of Ukraine "On Electronic Identification and Electronic Trust Services".
1.1.	**Requirements for the Agreement(s) to be Concluded with the Tender Winner(s)**	The agreement shall be drawn up in Ukrainian. The draft agreement is contained in the Annex to the tender documentation. The transmission system operator shall, no later than ten calendar days from the date of receipt of the duly executed Tender Commission decision, provide the tender winner(s) with a draft agreement prepared on its part, corresponding to the draft agreement and incorporating the price offer submitted by the tender winner, for signature by the tender winner.
1.2.	**Deadline for Conclusion of the Agreement Following the Tender**	To conclude the agreement, the tender winner(s) must submit to the transmission system operator confirmation of the provision of the guarantee for performance of obligations under the agreement, in particular confirmation of transfer of a monetary contribution to the transmission system operator's account (details published on its official website), and the agreement signed on their part in two copies, no later than 40 calendar days following the day of publication of the duly executed

		Tender Commission decision on the transmission system operator's official website. A tender winner is deemed to have refused to conclude the agreement where the following are not received at the transmission system operator's address within the established period: 1) the agreement signed by the tender winner; 2) the agreement signed by an unauthorized person; 3) an agreement that differs from the agreement submitted by the transmission system operator; 4) a written refusal by the tender winner to conclude the agreement; 5) confirmation of provision of the guarantee for performance of obligations under the agreement within the period defined in Clause 62 of the Procedure, in particular confirmation of transfer of a monetary contribution to the account of the transmission system operator at the details published on its official website, or the amount of such guarantee and/or the bank that issued it does not meet the requirements of the Procedure.
2.	**Guarantee for Performance of Obligations under the Agreement**	Before concluding the agreement for the provision of services for ensuring the development of generating capacity, the tender winner must provide a guarantee for performance of obligations under the agreement equal to the hryvnia equivalent of EUR 15,000 per 1 MW of capacity, calculated at the official UAH/EUR exchange rate set by the National Bank of Ukraine on the day the tender is announced. The guarantee is held by the TSO as security for performance of obligations under the agreement to be concluded with the tender winner. The guarantee for performance of obligations under the agreement is provided in the form of confirmation of transfer of a monetary contribution to the TSO's account, or an irrevocable bank guarantee from a bank with a credit rating of not lower than "uaA" on the national scale or not lower than "A-" on the international scale (Fitch Ratings, Moody's Investors Service, Standard & Poor's). The bank guarantee must provide that it takes effect upon fulfilment of a condition precedent — the conclusion of the agreement with the tender winner — and must impose on the tender winner an obligation to inform the issuing bank of the conclusion of the agreement no later than the following day after its conclusion. The guarantee for performance of obligations under the agreement shall be collected by the TSO at its request where the tender winner fails to provide the TSO within the period specified in the agreement with copies of documents confirming the readiness for and commissioning of the electric power facility, its compliance with TSC requirements, and the acquisition of the status of an Ancillary Service Provider for Frequency Support Reserves and Automatic Frequency Restoration Reserves, as required by legislation

		at the time of commissioning of the electric power facility, or where documents are provided in respect of a volume of generating capacity that does not correspond to the terms of the tender proposal and/or the concluded agreement. Commissioning of the electric power facility shall be carried out in accordance with the conditions defined by Resolution of the Cabinet of Ministers of Ukraine No. 1320 of 7 December 2023 “On Certain Matters Relating to the Construction and/or Restoration, and/or Reconstruction, and/or Placement, and/or Major Repair of Gas-Piston and Gas-Turbine Units, Including Cogeneration Units, Block-Module Boiler Houses, Diesel/Petrol and Gas Generators, Gas Storage Facilities, Oil and Gas Production Facilities, Certain Gas Transmission System Facilities and Transmission System Power Lines, during the Period of Martial Law” (Official Gazette of Ukraine, 2024, No. 8, Art. 376). In the event of collection of the guarantee, the TSO shall notify the Regulator of the receipt of funds and submit proposals for their further use for approval.
3.	**Information on Incentives Provided to the Tender Winner and the Procedure for their Application**	The incentive for tender participants is the establishment of a fee for the service for ensuring the development of generating capacity. The payment term is 5 years, starting from the first day of the calendar month following the receipt of confirmation from the tender winner of the commissioning of the generating capacities, subject to the terms of the concluded agreement. Time intervals during which the tender winner acquires the right to support in the form of the service for ensuring the development of generating capacity: - January, February, November, December, March: 08:00–08:59, 09:00–09:59, 10:00–10:59, 16:00–16:59, 17:00–17:59, 18:00–18:59, 19:00–19:59; - April, May, September, October: 08:00–08:59, 09:00–09:59, 18:00–18:59, 19:00–19:59, 20:00–20:59; - June, July, August: 07:00–07:59, 08:00–08:59, 19:00–19:59, 20:00–20:59, 21:00–21:59.
4.	**Refusal of the Tender Winner(s) to Conclude the Agreement**	A tender winner is deemed to have refused to conclude the agreement for the provision of services for ensuring the development of generating capacity where the following are not received at the TSO’s address within the established period: 1) the agreement signed by the tender winner; 2) the agreement signed by an unauthorized person; 3) an agreement that differs from the agreement submitted by the TSO;

		4) a written refusal by the tender winner to conclude the agreement; 5) confirmation of provision of the guarantee for performance of obligations under the agreement within the period defined in Clause 62 of the Procedure, in particular confirmation of transfer of a monetary contribution to the TSO's account at the details published on the TSO's official website, or the amount of such guarantee and/or the bank that issued it does not meet the requirements of the Procedure. If a tender winner refuses to conclude the agreement in accordance with the tender documentation requirements, or the agreement is not concluded due to the fault of the tender winner within the period defined by the Procedure, the TSO shall notify the Tender Commission of this within one business day from the date of refusal. Within ten calendar days after the TSO's notification of the tender winner's refusal, the Tender Commission shall decide: 1) to declare the tender winner as having refused to conclude the agreement; 2) to designate as the tender winner the qualified tender participant whose price offer is next in the ranking after the winner(s) and whose price offer has not yet expired, if such possibility is provided for in the tender documentation. The Tender Commission's decision to declare the tender winner as having refused to conclude the agreement and to designate the next qualified participant as the winner shall be documented by a protocol and published on the official websites of MinEnergy and the TSO.
5.	**Declaration that the Tender did not take place**	Grounds for deciding that the tender did not take place may include the existence of at least one of the following reasons: - no tender proposals were received before the expiry of the submission deadline; - there are no qualified participants after the completion of Stage 1 of the tender; - all price offers of qualified tender participants were rejected as not meeting the tender conditions; - the tender winner(s) refused to conclude agreements and such agreements were not concluded with other qualified tender participants whose price offers were next in the ranking after the winner(s), where such possibility is provided for in the tender documentation. The decision declaring that the tender did not take place shall be documented by a protocol of the Tender Commission and published on the official websites of MinEnergy and the TSO on the next business day.

TENDER PROPOSAL FORM SAMPLE

OF THE PARTICIPANT

of the Tender for the Construction of Generating Capacity

I. General information about the tender participant		
1	Name of the business entity participating in the tender	
2	EDRPOU code of the business entity participating in the tender	
3	Date of registration of the head of the business entity participating in the tender	
4	Type of activity provided for by constituent documents	
5	The amount of the authorized capital of the business entity participating in the tender	
6	Bank account details of the business entity participating in the tender	
7	Information about the head of the business entity – participant of the tender, another person authorized to act on its behalf and in its interests on the basis of a power of attorney (if any) (name, position, phone, email address, RNOKPP, date of birth, passport data, date and number of the power of attorney, if any)	
8	Legal address and actual address (if different), postal address	
9	Contact details of the business entity – participant of the tender: e-mail, phone number, website (if any)	
II. Information on the tender proposal		
10	Declared capacity, MW (installed capacity of the generating installation offered for the tender)	

11	Geographical location of the generating installation (lot number and area)	
12	Priority type of fuel of the generating installation	
13	System operator to whose networks it is planned to connect the generating installation (if defined)	
III. Ownership structure and ultimate beneficial owners*		
14	Information on participants (founders, shareholders), ultimate beneficial owners of the business entity participating in the tender: full name, RNOKPP, passport data (for individuals), name, EDRPOU (for legal entities), percentage of ownership, country of permanent residence (registration - for legal entities)	
15	Information on legal entities, the corporate rights of which are directly or indirectly owned by the business entity – participant of the tender (name, EDRPOU, percentage of ownership, country of registration)	
	Information about persons related to the business entity - participant of the tender by relations regarding the exercise of control (list of legal entities and/or individual entrepreneurs)	
IV. Sanctions, states/territories at risk and related restrictions		
16	Have special economic or other restrictive measures (sanctions) been applied in accordance with the Law of Ukraine "On Sanctions", or international sanctions in accordance with the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Distribution of Weapons of Mass Destruction" applied to the business entity participating in the tender and or to its participants (founders, shareholders), ultimate beneficial owners? (yes/no)	

17	Does the business entity – participant of the tender have a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state among the direct or indirect (through another individual or legal entity) owners of corporate rights? (yes/no)	
18	Does a business entity – a participant in the tender have citizens of the state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state among the participants (founders, shareholders), ultimate beneficial owners, heads of business entities? (yes/no)	
19	Does the business entity – participant of the tender directly or indirectly (through another individual or legal entity) possess the corporate rights of a legal entity formed and registered in accordance with the legislation of the state, recognized by the Verkhovna Rada of Ukraine as an occupying state and/or an aggressor state? (yes/no)	
20	Is the tender participant a business entity, the location and/or place of economic activity of which is the temporarily occupied territory of Ukraine? (yes/no)	
21	Will the business entity participating in the tender use equipment elements, components, spare parts or other material and technical resources of the manufacturer whose country of origin or country of production is associated with the aggressor state, the occupying state or sanctioned persons when implementing the project for the construction of generating capacity? (yes/no)	
22	Have/will contractors, subcontractors, or other contractors associated with the aggressor state, the occupying state or sanctioned persons been/be involved in the implementation of the project for the construction of generating capacity? (yes/no)	

23	Is the business entity participating in the tender in the stage of liquidation (termination), and/or is it the one in respect of which bankruptcy or insolvency proceedings have been initiated? (yes/no)	
24	Whether support and/or compensation for expenses related to the construction, reconstruction, modernization, repair and/or operation of electrical installations of an electric power facility has been provided/is provided through the application of a mechanism for imposing a special obligation to ensure public interests in the process of functioning of the electricity market in accordance with the provisions of the Law of Ukraine "On the Electricity Market" or by applying the mechanism of imposing special obligations on natural gas market entities to ensure public interests in the process of market functioning? (yes/no) of natural gas in accordance with the Law of Ukraine "On the Natural Gas Market" (yes/no)	

* In the event that the business entity participating in the tender does not have an ultimate beneficial owner, does not have (directly or indirectly) corporate rights in relation to other legal entities, does not have persons related to the tender participant by relations regarding the exercise of control, the tender participant shall indicate information about their absence (regarding the beneficial owner - indicating the reason for their absence).

Date of completion: "___" _________________ 2026

The authorized person of the business entity – participant of the tender:

__________________ ___________ __________________

(position) *(signature)* *(surname, initials)*

surname, initials *stamp*

AGREEMENT
on the Provision of Services for Ensuring the Development of Generating Capacity

Kyiv	___ ____________ 20__

The Provider of services for ensuring the development of generating capacity, which is the winner of the tender for the construction of generating capacity and the implementation of demand management measures (hereinafter – the Service Provider or the tender winner), represented by ___________________________________, acting on the basis of ______________, of the one part, and Private Joint-Stock Company "National Power Company "UKRENERGO" (abbreviated – NPC UKRENERGO), represented by __________________, acting on the basis of __________________, (hereinafter – the Customer or the Transmission System Operator), of the other part, jointly referred to as the Parties, have entered into this Agreement as follows:

1. Subject of the Agreement

1.1. The Service Provider undertakes to commission a highly maneuverable power plant _________ (name of the generating unit) ________ with an installed capacity of ____ MW and an available capacity of ____ MW (hereinafter – the generating unit) with fast start-up/shutdown, having the technical characteristics defined in Chapter 2 of Section III "Conditions and Procedure for Connection to the Transmission System, Technical Requirements for Electrical Installations of Electric Power Facilities" of the Transmission System Code (hereinafter – the TSC), namely: complying with the general technical requirements for the type of generating unit (type C or D shall be indicated), the requirements of environmental protection legislation, the requirements of Resolution of the Cabinet of Ministers of Ukraine No. 677 of 10 July 2019 "On Approval of the Procedure for Holding a Tender for the Construction of Generating Capacity and the Implementation of Demand Management Measures" (hereinafter – the Procedure), and Order of the Cabinet of Ministers of Ukraine No. 488-r of 22.05.2026 (hereinafter – the Regulatory Acts), and to provide the Customer with services for ensuring the development of generating capacity (hereinafter – the Services or the Service), while the Customer undertakes to accept and pay for the Services rendered, provided the Service Provider fulfils the necessary contractual conditions, to the extent and on the terms set out in this Agreement, the Tender Documentation and the Regulatory Acts.

1.2. Confirmation of the provision of the Services (hereinafter referred to as the market activity) under this Agreement shall be the simultaneous occurrence, within the time interval (hour) of the settlement month specified in Clause 2.5 of this Agreement, of the supply of electrical energy generated by the generating unit, not exceeding the volume of electrical energy that may be supplied by the generating unit within the volume limited by the available capacity specified in Clause 2.3.1 of this Agreement as W_t^{DP}, nd the sale of such electrical energy under bilateral contracts and/or on the day-ahead market and/or on the intraday market.

1.3. A condition for entering into this Agreement is the provision by the Service Provider, as the tender winner, of a guarantee of performance of obligations under this Agreement (hereinafter – the guarantee), equal to EUR 15,000 per 1 MW of available capacity. The tender winner's guarantee is provided in the national currency at the official exchange rate of the National Bank of Ukraine (NBU) set on the day the tender is announced, and is held by the Customer as security for performance of obligations under this Agreement.

1.4. In fulfilling the requirements of this Agreement, and in resolving issues not addressed by this Agreement, the Parties shall be guided by the current legislation of Ukraine, in particular the Law of Ukraine "On the Electricity Market" (hereinafter – the Law), the Market Rules (hereinafter – the MR), the TSC, the Commercial Metering Code (hereinafter – the CMC), the Retail Electricity Market Rules (hereinafter – the REMR), and other regulatory acts ensuring the functioning of the Ukrainian electricity market.

2. Contract Price and Settlement Procedure

2.1. The price of this Agreement is determined as the sum of the actual cost of Services paid, accumulated over the aggregate of settlement months on a cumulative basis during the payment term, which is five years, starting from the month following the month in which the generating unit was commissioned by completing the list of measures defined in Clause 3.1 of the Agreement.

2.2. The tender winner's (Service Provider's) price offer is _______ EUR/kWh excluding VAT and _____________ EUR/kWh including VAT (equivalent in hryvnia, excluding VAT, at the official UAH/EUR exchange rate set by the National Bank of Ukraine on the day the tender is announced: ________ UAH/kWh excluding VAT and _________ UAH/kWh including VAT).

When calculating the cost of the Service, the price offer is used as the hryvnia equivalent of the EUR payment amount per kWh, at the average official UAH/EUR exchange rate set by the National Bank of Ukraine for the month in which the relevant settlement month of Service provision falls.

2.3. The Customer's obligations under the Agreement are fulfilled by transferring funds in the national currency of Ukraine in an amount determined by the Customer as the sum of the products of the hourly volume of electricity supplied and sold by the Service Provider under bilateral agreements, on the day-ahead market, and on the intraday market during the time intervals of the settlement month defined in Clause 2.5 of the Agreement, and the difference between the price offer defined in Clause 2.2 of the Agreement and the calculated market price determined in accordance with Clause 2.4 of the Agreement.

2.3.1. The volume of electricity supplied and sold by the Service Provider on the day-ahead market, the intraday market and under bilateral agreements, for the generating unit during time interval (hour) t of settlement month m, is determined by the formula:

$$W_{t,e} = \min\left(W_{t,e}^{OUT};\ W_{t,e}^{DP};\ W_{t,\mathrm{e}}^{MAR}\right)$$

where $W_{t,e}^{OUT}$ is the actual volume of electricity supplied by the Service Provider's generating unit during time interval (hour) t, kWh;

$W_{t,e}^{DP}$ is the volume of electricity that may be supplied by the Service Provider's generating unit into the network of the relevant system operator within the available capacity of the generating unit specified in Clause 1.1 of the Agreement, during time interval (hour) t of settlement month m, corresponding to the value of _________ kWh;

$W_{t,e}^{MAR}$ is the volume of electricity sold under bilateral agreements, on the day-ahead market, and on the intraday market by the Service Provider, previously generated by generating unit (e) during time interval (hour) t of settlement month m, determined by the formula:

$$W_{t,e}^{MAR} = \begin{cases} W_{t,p}^{MAR} \cdot \dfrac{min\ (W_{t,e}^{OUT}; W_{t,e}^{DP})}{W_{t,p}^{SUMOUT}}, \text{якщо } W_{t,p,}^{MAR} > 0 \text{ та } W_{t,p}^{SUM_{OUT}} \neq 0 \\ W_{t,p}^{MAR} \cdot \dfrac{W_{t,e}^{DP}}{W_{t,p}^{VP}}, \text{якщо } W_{t,p}^{MAR} > 0 \text{ та } W_{t,p}^{SUM_{OUT}} = 0 \\ W_{t,e}^{MAR} = 0, \text{якщо } W_{t,e}^{MAR} \leq 0 \end{cases}$$

where $W_{t,p}^{MAR}$is the volume of electricity sold under bilateral agreements, on the day-ahead market, and on the intraday market by the Service Provider, previously generated by Service Provider (p) during time interval (hour) t of settlement month m, determined by the formula:

$$W_{t,p}^{MAR} = \begin{cases} W_{t,p}^{SM} - W_{t,p}^{BM}, & \text{якщо } W_{t,p}^{SM} - W_{t,p}^{BM} > 0 \\ 0, & \text{якщо } W_{t,p}^{SM} - W_{t,p}^{BM} \leq 0 \end{cases}$$

where $W_{t,p}^{SM}$ is the volume of electricity sales declared in the sale schedules under bilateral agreements, on the day-ahead market, and on the intraday market during time interval (hour) t, kWh;

$W_{t,p}^{BM}$is the volume of electricity purchases declared in the purchase schedules under bilateral agreements, on the day-ahead market, and on the intraday market during time interval (hour) t, kWh;

$W_{t,p}^{SUM_{OUT}}$is the total actual volume of electricity supplied by all generating units (e) of Service Provider (p), excluding the volume of electricity supplied by a storage facility connected to the technological electrical networks of such generating unit, during time interval (hour) t, kWh.

$W_{t,p}^{VP}$is the volume of electricity, which can be supplied by all generating units of Service Provider into the IPS of Ukraine, during time interval (hour) t, of calculation month m.

The volume of electricity supplied by an energy storage facility is not included in the calculation of the Service volume for the settlement month.

2.3.2. The cost of the Service for the settlement hour (UAH, excluding VAT) is determined by the formula:

$$CS_{e,t} = \begin{cases} W_{t,e} \cdot (PPr_e - P_t^{MAR}), \text{якщо } PPr_e - P_t^{MAR} > 0 \\ 0, \text{якщо } PPr_e - P_t^{MAR} \leq 0 \end{cases}$$

$CS_{e,t}$– the cost of the Service for the generating unit e for settlement hour t of settlement month m, UAH (excluding VAT);

$PPre$ – the tender winner’s price offer defined in Clause 2.2 of the Agreement for the generating unit, UAH/kWh (excluding VAT);

P_t^{MAR} – the calculated market price for settlement hour t of settlement month, UAH (excluding VAT).

The cost of the Service (UAH, excluding VAT) for the generating unit for the settlement month m ($CS_{e,m}$) is determined by the formula:

$$CS_{e,m} = \sum_{t}^{m} CS_{e,t}$$

The cost of the Service (UAH, including VAT) for the generating unit for the settlement month $CS_{e,m}$ is determined by the formula:

$$CS_{e,m} = 1{,}2 \cdot \sum_{t}^{m} CS_{e,t}$$

2.4. Determination of the calculated market price P_t^{MAR}.

The maximum weighted-average value of two indicators, SPm, is determined:

- the weighted-average value of the day-ahead market price index for the base load period for the settlement month (m) and the preceding month (m-1), in the "Integrated Power System of Ukraine" trading zone, according to the calculation of JSC Market Operator for calculating the cost of services under the market premium mechanism, published on the official website at: https://www.oree.com.ua/index.php/web/10792 (($I_m^{DAM_{BASE}}$);
- the weighted-average value of price indices for bilateral agreements concluded pursuant to clauses 6 and 61 of part two of Article 66 of the Law (excluding agreements concluded to fulfil special obligations to ensure public interest in the functioning of the electricity market) for the settlement month (m) and the preceding month (m-1), according to the calculation of the electronic auction organizer (UEB LLC) pursuant to NEURC Resolution No. 178 of 24 January 2024, published on the official website at: https://www.ueex.com.ua/exchange-quotations/electric-power/indexes/.

$$SPm = \max(I_m^{DAM_{BASE}}; I_m^{BCM_{BASE}}), \text{ UAH/kWh}$$

If the maximum value is found to be:

- $I_m^{DAM_{BASE}}$, then as the weighted-average price P_t^{MAR} the weighted-average price in the day-ahead market is used $P_{tm}^{DAMh}$for the corresponding hour t for the settlement month (m) and the preceding month (m-1) in the "Integrated Power System of Ukraine" trading zone, published at: https://www.oree.com.ua/index.php/web/10792;
- $I_m^{BCM_{BASE}}$, then the day-ahead market weighted-average price $P_{t,m}^{MAR}$ for the corresponding hour t for the settlement month (m) and the preceding month (m-1), in the " Integrated Power System of Ukraine" trading zone, published at https://www.ueex.com.ua/exchange-quotations/electric-power/indexes/, multiplied by the ratio of $I_m^{BCM_{BASE}}$ to $I_m^{DAM_{BASE}}$, $P_{t,m}^{DAMh}$ is used as the calculated market price.

$$P_{t,m}^{MAR} = \begin{cases} P_{t,m}^{DAMh}, \text{якщо } SP_m = I_m^{DAM_{BASE}} \\ \dfrac{I_m^{BCM_{BASE}}}{I_m^{DAM_{BASE}}} \cdot P_{t,m}^{DAMh}, \text{якщо } SP_m = I_m^{BCM_{BASE}} \end{cases}$$

2.5. The cost of Services is calculated exclusively for the time intervals (hours), during the payment term defined in Clause 2.12 of the Agreement, set out in the table for each day of the relevant settlement month. The time intervals (hours) and calendar (settlement) months of the payment term are specified in the table:

Settlement month m of the payment term	**Time intervals (hours) t for which the Service is calculated for each day**
January, February, March, November, December	08:00–08:59, 09:00–09:59, 10:00–10:59, 16:00–16:59, 17:00–17:59, 18:00–18:59, 19:00–19:59
April, May, September, October	08:00–08:59, 09:00–09:59, 18:00–18:59, 19:00–19:59, 20:00–20:59
June, July, August	07:00–07:59, 08:00–08:59, 19:00–19:59, 20:00–20:59, 21:00–21:59

Time intervals (hours) shall correspond to the hourly settlement period established for the electricity market.

2.6. Payment under this Agreement, calculated in accordance with Chapter 2 of the Agreement, is made including VAT, except where the Service Provider is not a VAT payer or has lost VAT-payer status during the term of the Agreement.

2.7. The Customer makes payment for the Services to the Service Provider monthly, by the 25th day of the month following the settlement month, provided the signed Certificate of Services Rendered (Correction Certificate of Services Rendered) for the relevant settlement month has been returned by the Service Provider. If the Certificate of Services Rendered (Correction Certificate) is returned after the 17th day of the month following the settlement month, the Customer shall make payment no later than the third business day after receiving the signed Certificate from the Service Provider.

2.8. Commencing with the first month of the provision of the Services, the Customer shall provide the Service Provider with the Service Acceptance Certificate no later than the 15th day of the month following the settlement month. The commencement of the provision of the Services shall be the first full calendar month of operation in the electricity market, but not earlier than the first calendar month in which the tariff (price) or premium established by the Regulator under the public service obligations (PSO) framework for ensuring the public interest in the functioning of the electricity market (hereinafter, the "Tariff") becomes effective, provided that such Tariff includes the Customer's costs for payment for the Services in accordance with Article 33 of the Law and subparagraph 1 of paragraph 78 of the Procedure.

2.9. The Service Provider receives the Certificate of Services Rendered (Correction Certificate), signs it, and sends it to the Customer no later than the 17th day of the month following the month in which it was generated.

2.10. The settlement month under this Agreement is one calendar month within the payment term defined in Clause 2.12 of the Agreement.

2.11. If the Service Provider has objections to the cost calculation of Services received from the Customer, it has the right to challenge such calculation by sending the Customer a notice within 5 business days of receiving the Certificate of Services Rendered (Correction Certificate), with justification of the calculation applied.

2.12. The payment term under this Agreement is five years (60 calendar months), starting from the month following the month in which the generating unit was commissioned by completing the list of measures defined in sub-clause 2) of Clause 3.1 of the Agreement.

2.13. Payment for Services by the Customer is made subject to the availability of funds in the tariff for the relevant period, containing a cost item of the Customer sufficient to cover the cost (payment) of the Service in accordance with of Article 33 of the Law of Ukraine “On the Electricity Market” and sub-clause 1) of Clause 78 of the Procedure. The payment term may be shortened from the date of termination of the imbalance settlement agreement, termination of the license to conduct business activity on the electricity market, or liquidation of the Service Provider, or for other reasons related to termination of this Agreement. If there are no expenses provided for payment for the Services under this Agreement in the structure of the Customer's tariff for the relevant period, or insufficiency of such funds, the term of fulfillment of the Customer's obligation to pay for the Services is postponed and is considered not to have occurred until the relevant costs are included in the tariff structure.

2.14. The volume and cost of the Service are calculated based on certified commercial metering data and may be amended based on updated certified commercial metering data received from the Commercial Metering Administrator for the relevant settlement month, by generating a corrective calculation of the cost of Services and a Correction Certificate of Services Rendered for the relevant period. In such case, the Service Provider must sign the Correction Certificate within five days of receiving it from the Customer.

2.15. If the actual amount paid by the Customer for the Service exceeds the cost of services recorded in signed Certificates of Services Rendered (Correction Certificates), the Service Provider (at the Customer’s request) shall, within 5 business days of receiving the request, return the surplus funds to the Customer or independently apply them as payment for the Service for subsequent settlement periods (if the Customer does not request the return of the surplus).

2.16. Every 12 months, the Service Provider shall prepare and send to the Customer a signed Reconciliation Act of settlements under the Agreement. The Customer shall complete the Reconciliation Act and ensure its return to the Service Provider no later than one month after receipt.

3. Rights and Obligations of the Parties

3.1. After entering into the Agreement, the Service Provider must commission the generating unit (defined in Clause 1.1 of the Agreement) by completing the following list of measures:

1) within the period of _______________, notify the TSO of receipt of technical conditions for connecting electric power installations (facilities) with a total capacity of ________ MW to electrical networks, which is an integral annex to the agreement on connection of electric power installations (facilities) to electrical networks;
2) within 20 months from the date of conclusion of the Agreement, obtain a TSO opinion (in accordance with sub-clause 2) of Clause 3.3 of the Agreement), for which copies of supporting documents must be provided regarding:

compliance of the generating unit with the basic technical requirements defined in Chapter 2 (Technical requirements for power-generating facilities connected to the transmission system or affecting transmission system operating modes) of Section III "Conditions and Procedure for Connection to the Transmission System, Technical Requirements for Electrical Installations of Electric Power Facilities" of the Transmission System Code, for the type specified in Clause 1.1 of this Agreement;

compliance of the generating unit with the maximum permissible emission standards for pollutants established by legislation in the field of prevention, reduction and control of atmospheric air pollution;

the ability, in normal mode, to perform at least 2 start-ups and shutdowns within one day with a maximum permissible downtime between two consecutive start-up/shutdown cycles of 2 hours (including command processing time) (if the generating unit consists of more than one unit/installation/generator, this must be confirmed for each unit/installation/generator);

a minimum guaranteed (design) service life of the generating unit equipment of not less than 20 years (or 100,000 operating hours);

the use of new generating equipment (not previously used in operation);

the construction of engineering protection, defined by the Ordinance of the Cabinet of Ministers of Ukraine No. 488-r of 22 May 2026;

a control range of the generating unit of not less than 50% of installed (available) capacity;

an activation time (full activation of installed (available) capacity) from a shutdown state of no more than 30 minutes from the moment of receiving the relevant TSO command (including command processing time);

an activation time (full activation of the control range) in frequency restoration reserve provision mode (across the full range from minimum to maximum capacity) of no more than 5 minutes;

a guaranteed continuous operation time of not less than 16 hours;

the ability of the generating unit (if the generating unit consists of more than one unit/installation/generator, then each unit/installation/generator) to start up under conditions of no voltage in the external network.

3) obtain an EIC code of type Z, W, ZV, X in accordance with the CMC and the User Instructions for the automated system of the Local EIC Code Issuing Office, published on the official website of NPC Ukrenergo;

obtain an ECRB code in accordance with NEURC Resolution No. 1812 of 04.10.2023 “On Approval of the Procedure for Registration of Wholesale Energy Market Participants”, and a license to conduct the relevant activity on the electricity market;

enter into agreements with the TSO (and, where agreements were previously concluded, apply to the TSO to amend them with respect to the generating unit defined in Clause 1.1 of this Agreement), namely: a consumer agreement for the provision of electricity transmission services (if the generating unit is connected to TSO networks), agreements for the provision of electricity transmission services, for the provision of dispatch (operational-technological) control services, and for the settlement of electricity imbalances;

4) enter into agreements with the TSO (and, where agreements were previously concluded, apply to the TSO to amend them with respect to the generating unit defined in Clause 1.1 of this Agreement), as required by the Market Rules, namely: on participation in the balancing market, on the provision of ancillary services, and acquire the status of an Ancillary Service Provider for FRR and aFRR;

5) within ten days of the occurrence of the relevant event, notify the Customer of changes to its details, as well as of termination of its license, reorganization or liquidation of the Service Provider;

6) return signed Certificates of Services Rendered and Correction Certificates in the manner specified by the Agreement;

7) draw up and register tax invoices in the Unified Register of Tax Invoices in accordance with the requirements of current Ukrainian legislation;

8) provide Services under the Agreement.

3.2. The Service Provider has the right to:

1) enter into agreements on the electricity market on the terms defined by the MR, REMR and TSC;

2) initiate early termination of this Agreement in cases defined by current Ukrainian legislation and this Agreement;

3) the return of the guarantee under this Agreement in full within 10 business days from the date the TSO confirms fulfilment of sub-clauses 1)–2) of Clause 3.1 of the Agreement;

4) receive payment for the cost of Services in a timely manner and in full, on the terms defined by this Agreement;

5) request a review of calculations performed in case of disagreement, and additionally request materials relating to the calculations performed for review;

6) return unsigned Certificates of Services Rendered, stating reasonable grounds for not signing them;

7) request information necessary for the performance of its obligations under this Agreement.

3.3. The Customer is obliged to:

1) provide, upon the Service Provider’s request, reliable information necessary for the performance of the terms of this Agreement;

2) verify the copies of supporting documents provided pursuant to sub-clause 2) of Clause 3.1 of the Agreement and confirm compliance with the requirements set out therein by issuing an opinion within 10 days of their receipt;

3) enter into / amend the mandatory electricity market agreements defined in sub-clauses 3) and 4) of Clause 3.1 of the Agreement, on the terms and within the periods defined by the relevant regulatory acts;

4) pay for Services in accordance with the terms of the Agreement;

5) within ten days of the occurrence of the relevant event, notify of changes to its details, termination of its license, reorganization or liquidation;

6) pay for the Service exclusively in monetary form, within the periods and in the manner defined by the Agreement;

7) calculate the cost of Services in the manner established by this Agreement;

8) within 10 business days from the date of confirmation of fulfilment of sub-clauses 1)–2) of Clause 3.1, namely from the date the Service Provider received a positive opinion on fulfilment of sub-clause 2) of Clause 3.3 of this Agreement, return/agree to return the guarantee provided under the Agreement in full, in the manner defined by Clauses 4.3 and 4.4 of this Agreement.

3.4. The Customer has the right to:

1) make inquiries / conduct on-site inspections / request supporting documentation necessary to confirm the Service Provider’s compliance with the terms of this Agreement regarding the construction, commissioning and operation of the generating unit;

2) formulate impartial opinions as to compliance of the generating unit with the technical requirements defined in this Agreement, within the periods established by this Agreement and/or electricity market regulatory acts;

3) collect the guarantee in full if the Service Provider fails to fulfil, within the specified period, or fulfils only partially, the obligations defined in sub-clauses 1)–2) of Clause 3.1 of the Agreement, as defined in Clause 5.5 of the Agreement;

4) suspend performance of the obligation to pay the Service Provider for Services under this Agreement for the duration of debt owed by the Service Provider to the Customer under this Agreement or agreements on the provision of electricity transmission services, on the provision

of dispatch (operational and technological) control services or another agreement on the provision of services under the tariff (in case of inclusion of costs for the performance of special obligations assigned to the Customer to ensure the general public interest in such tariff), entered into with the Customer (as TSO) and resume payment from the date the Service Provider fully performs its obligations under the agreements under which the debt existed;

5) monitor compliance with the terms of the Agreement and require the Service Provider to report on the progress of fulfilment of its obligations under sub-clauses 1)–8) of Clause 3.1 of this Agreement;

6) make payment for the Services no earlier than the first calendar month in which the tariff (price) or premium established by the Regulator becomes effective, provided that such tariff includes the Customer's costs for payment for the Services in accordance with Article 33 of the Law and subparagraph 1 of paragraph 78 of the Procedure.

4. Guarantee for Performance of Obligations under the Agreement

4.1. Prior to entering into the Agreement, the Service Provider provided the Customer with a guarantee equal to EUR 15,000 per 1 MW of available capacity, either in the form of confirmation of transfer of a monetary contribution to the TSO’s account (on the terms defined in the Tender Documentation) or in the form of an irrevocable bank guarantee from a bank with a credit rating of not lower than “uaA” on the national scale or not lower than “A-” on the international scale (Fitch Ratings, Moody’s Investors Service, Standard & Poor’s). The bank guarantee must provide that it takes effect upon fulfilment of a condition precedent — the conclusion of the agreement with the tender-winning Service Provider — and an obligation of the Service Provider to inform the issuing bank of the conclusion of the agreement no later than the following day after its conclusion.

4.2. The Service Provider’s guarantee is provided in the national currency of Ukraine at the official exchange rate of the National Bank of Ukraine set on the day the tender is announced, and is held as security for performance of the obligations defined in sub-clauses 1)–2) of Clause 3.1 of this Agreement;

4.3. To obtain the return of the guarantee provided as security for performance of obligations under the Agreement, after fulfilling the construction obligations for the generating unit defined in sub-clauses 1)–2) of Clause 3.1, the Service Provider shall send the Customer a letter confirming fulfilment of the obligations and stating the need to return/agree to return the guarantee provided under the Agreement. If there are comments regarding fulfilment of the construction obligations for the generating unit defined in sub-clauses 1)–2) of Clause 3.1, the Customer shall, within ten business days from the date of receipt of the letter, provide the relevant comments to the Service Provider.

4.4. The guarantee provided as security for performance of obligations under the Agreement shall be returned by the Customer within ten business days from the date of due confirmation that the Service Provider has fulfilled the construction obligations for the generating unit defined in sub-clauses 1)–2) of Clause 3.1, namely from the date the Service Provider received a positive opinion on fulfilment of sub-clause 2) of Clause 3.1 and sub-clause 2) of Clause 3.3, but not earlier than the tenth business day from the date of receipt of the letter regarding the return/agreement to return the guarantee provided under the Agreement in full (in accordance with Clause 4.3 of the Agreement).

5. Liability and Dispute Resolution Procedure

5.1. The Parties to this Agreement are liable for failure to perform or improper performance of their obligations under this Agreement in accordance with current legislation.

5.2. In the event that the Customer fails to comply with its obligations regarding the timely payment for the Services provided, the Customer shall pay the Service Provider a penalty at the rate of 0.01% per annum (but not exceeding twice the official discount rate of the National Bank of Ukraine applicable during the relevant period) of the value of the overdue Services for each day of delay, provided that the Customer's tariff has been increased to include the relevant cost component.

5.3. For breach of the obligation defined in sub-clauses 11.9, 11.10, 11.11 of this Agreement, the Service Provider shall pay the Customer a penalty equal to the full cost of the Services provided under this Agreement. In such case, the Customer (as TSO) has the right to reduce the payment obligation by 100% of the cost of Services in the relevant settlement month. The Customer (as TSO) shall effect such reduction by unilateral set-off of mutual homogeneous claims. If the right to reduce the payment obligation for Services by unilateral set-off is not exercised (i.e., payment for the cost of Services under this Agreement is made for the relevant settlement period), such penalty shall be paid by the Service Provider within no more than 10 calendar days from the date the Customer issues the invoice.

If the Service Provider receives other incentives in the form of state aid to business entities operating the generating unit defined in Clause 1.1, financed from state or local resources, payment for the Service shall not be made from the moment such aid is received, or shall be returned to the Customer upon its request, in an amount equal to the payment for the Service for the period during which the Service Provider received such other incentives in the form of state aid financed from state or local resources.

5.4. The Customer shall unilaterally terminate the Agreement in accordance with Clause 6.3 of the Agreement upon receiving information that the Service Provider:

or its participants (founders, shareholders), ultimate beneficial owners, is subject to special economic or other restrictive measures (sanctions) under the Law of Ukraine “On Sanctions”, or international sanctions under the Law of Ukraine “On Prevention and Counteraction of Legalization (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction”;

has, among its direct or indirect (through another natural or legal person) owners of corporate rights, a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or aggressor state;

has, among its participants (founders, shareholders), ultimate beneficial owners, or managers, citizens of a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or aggressor state;

directly or indirectly (through another natural or legal person) holds corporate rights of a legal entity established and registered under the laws of a state recognized by the Verkhovna Rada of Ukraine as an occupying state and/or aggressor state;

is located in, or conducts activities on, temporarily occupied territory of Ukraine.

5.5. The guarantee provided as security for performance of obligations under the Agreement shall be collected by the Customer within ten business days if there is no confirmation that the Service Provider has fulfilled the construction obligations for the generating unit defined in sub-clauses 1)–2) of Clause 3.1 of the Agreement within 20 months of the date of conclusion of the Agreement. Confirmation of non-fulfilment or incomplete fulfilment by the Service Provider of the obligations defined in sub-clauses 1)–2) of Clause 3.1 of the Agreement within 20 months of the date of conclusion of the Agreement is at least one negative result, namely: a negative opinion on fulfilment of sub-clause 2) of Clause 3.3, or fulfilment of the construction obligations for the generating unit defined in sub-clauses 1)–2) of Clause 3.1 in breach of the established deadlines or not in full, or the Service Provider obtaining an exemption from compliance with TSC requirements (in accordance with the TSC and NEURC Resolutions No. 332 of 25.02.2022 (as amended) and No. 352 of 26.03.2022 (as amended)) with respect to the generating unit defined in Clause 1.1 of the Agreement.

5.6. Payment for the Service shall not be made if the Service Provider fails to comply with the requirements of sub-clauses 2) and 3) of Clause 3.1 and Clause 1.2 of the Agreement.

5.7. All disputes arising from this Agreement shall be resolved by the Parties through negotiations. If agreement cannot be reached through negotiations, a Party has the right to apply to court.

5.8. All disputes, disagreements or claims arising from or in connection with this Agreement, including with respect to its conclusion, interpretation, performance, breach, termination or invalidity, shall be resolved by the courts of Ukraine in accordance with jurisdiction and venue under Ukrainian law.

5.9. The Service Provider is liable for failure to fulfil the obligations under this Agreement defined in sub-clauses 1)–2) of Clause 3.1 of the Agreement, if the Service Provider failed to observe the deadline defined in sub-clause 2) of Clause 3.3 of the Agreement.

5.10. Sub-clause 2) of Clause 3.1 of the Agreement shall be deemed unfulfilled if the Service Provider obtained an exemption from compliance with TSC requirements (in accordance with the TSC and NEURC Resolutions No. 332 of 25.02.2022 (as amended) and No. 352 of 26.03.2022 (as amended)) with respect to the generating unit defined in Clause 1.1 of the Agreement and/or did not obtain a positive opinion on fulfilment of sub-clause 2) of Clause 3.3.

6. Term of the Agreement

6.1. This Agreement enters into force on the date of its signing by the Parties and is valid for 20 months from the date of its conclusion. If the Service Provider has ensured timely fulfilment of the requirements of sub-clauses 1)–2) of Clause 3.1 of the Agreement, as confirmed by the Customer under the terms of sub-clause 2) of Clause 3.3, the term of this Agreement shall be extended and the Agreement shall remain in effect for the duration of the payment term defined in Clause 2.12 of this Agreement.

6.2. Expiration of the term of the Agreement does not release the Parties from liability for any breach thereof occurring during its term.

6.3. The Agreement may be terminated unilaterally by the Customer if the Customer receives the information referred to in Clause 5.4, or in accordance with Clause 8.9 of the Agreement. In such case, the Agreement is deemed terminated from the date the Customer sends notice to the Service Provider.

6.4. The Agreement terminates automatically, without the need to send a termination notice, on the day of:

- termination of the imbalance settlement agreement with the Service Provider;
- termination of a Party’s license to conduct business activity in the energy sector;
- entry of a corresponding record in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Associations regarding the termination of a Party as a legal entity as a result of liquidation.

7. Force Majeure

7.1. Force majeure means extraordinary and unavoidable circumstances (of a technogenic / natural / socio-political / military nature / circumstances of legal force majeure (actions / decisions of state authorities, bodies / institutions containing a prohibition or restriction on matters directly related to performance of the Agreement)), which did not exist at the time of conclusion of the Agreement, arose beyond the will of the Parties, and objectively render performance of the Parties’ obligations impossible.

7.2. The Parties acknowledge that they are entering into this Agreement under conditions of martial law (introduced in connection with the military aggression of the Russian Federation against Ukraine) pursuant to Decree of the President of Ukraine No. 64/2022 of 24.02.2022 “On the Introduction of Martial Law in Ukraine” (as amended), and that, in accordance with part 2 of Article 141 of the Law of Ukraine “On Chambers of Commerce and Industry in Ukraine” No. 671/97-VR of 02.12.1997 and letter of the Chamber of Commerce and Industry of Ukraine No. 2024/02.0-7.1 of 28.02.2022, the military aggression of the russian federation against Ukraine is recognized as an extraordinary, unavoidable and objective circumstance (force majeure) from 24.02.2022 until its official conclusion.

7.3. The Parties agree that, notwithstanding the fact that this Agreement is concluded under conditions of martial law and other force majeure circumstances may arise during the term of this Agreement, the Parties shall be released from liability for failure to perform or improper performance of obligations under the Agreement, provided that the Party invoking such circumstances as grounds for release from liability furnishes evidence (a document) of such circumstances and proves a causal link between the occurrence of such circumstances and the impossibility of performing its obligations, and provided that, at the time such circumstances began, the invoking Party was not already in default of its obligations under the Agreement.

7.4. A Party for which force majeure circumstances arise during the term of this Agreement after its conclusion must notify the other Party within 10 (ten) calendar days of their occurrence. A separate notification of the occurrence of force majeure circumstances referred to in Clause 7.2 of this Agreement is not required.

7.5. Failure to notify, or untimely notification by, a Party of the impossibility of performing its obligations under the Agreement deprives that Party of the right to invoke any of the above circumstances as grounds releasing it from liability for failure to perform its obligations.

7.6. If force majeure circumstances persist for more than 90 (ninety) calendar days, the Customer has the right to terminate this Agreement unilaterally by sending a corresponding written notice to the Service Provider. The Agreement shall be deemed terminated on the 30th (thirtieth) calendar day from the date such notice is sent.

7.7. Evidence of the existence of force majeure circumstances shall be documents (originals) issued by the Chamber of Commerce and Industry of Ukraine or another competent authority/institution.

8. Anti-Corruption Clause

8.1. The Parties certify that they, the officials of the Parties, their other officials and employees (hereinafter – Employees), affiliated persons and their Employees, their suppliers of goods, works and services and their Employees, their intermediaries (agents, brokers, distributors, representatives, etc.) and their Employees, and other persons involved in the performance of this Agreement (collectively – Persons), are familiar with the requirements of the Anti-Corruption Program and the Code of Ethics of NPC Ukrenergo, and other public anti-corruption documents of NPC Ukrenergo published on its official website (https://ua.energy), and undertake to comply with the provisions of those documents and to ensure compliance by Persons involved in the performance of this Agreement.

8.2. The Parties certify that, as of the date of conclusion of this Agreement and during its performance, the Parties and Persons:

1) act and will act, in performing this Agreement, in accordance with:

   the laws of Ukraine and other regulatory acts relating to the prevention of and fight against the receipt of undue advantage and other corruption and corruption-related offenses, in particular the Law of Ukraine "On Prevention of Corruption", the Criminal Code of Ukraine, and the Code of Ukraine on Administrative Offenses;

   any law or other regulatory act implementing or applying the provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

   or any provisions applicable to the Parties of the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, as amended;

   or any analogous law or other regulatory act of the jurisdictions (countries) in which the Parties are registered or conduct business, or which otherwise applies to the Parties (all regulatory acts defined in this clause – "Anti-Corruption Legislation");

2) have implemented, are implementing and are improving the necessary policies, procedures and measures, including to raise the awareness of their employees and business partners in the field of anti-corruption, in order to comply with Anti-Corruption Legislation, the Parties' anti-corruption standards, and the guarantees of the Parties set out in this Section;
3) will not use funds, property and/or Services received under this Agreement to finance or support any activity that is or may be a breach of Anti-Corruption Legislation or the Parties' anti-corruption standards (including, but not limited to, by providing a loan, making a contribution, making payments or otherwise transferring funds/property in favor of its subsidiary, affiliate, joint venture, official, a person authorized to perform state or local self-government functions, or persons close to them, or any other person);
4) have no conflict of interest (potential or actual), including signs of affiliation within the meaning of the Law of Ukraine "On Public Procurement", that has or may have an impact on the objectivity or impartiality of decision-making or the performance or non-performance of actions in the course of this Agreement;
5) will not promise, offer, pay, or permit or agree to pay, any money or other property, advantages, benefits, services, intangible assets, or any other benefits of an intangible or non-monetary nature without lawful grounds (hereinafter – undue advantage), directly or indirectly, to any person for performing or not performing any actions or making any decisions in favor of the Party or Person;
6) will not accept promises or offers of undue advantage, receive undue advantage, or demand its provision directly or indirectly for themselves or other persons, from any person, for performing or not performing any actions or making any decisions in favor of such persons;
7) refrain from incentivizing the other Party or Persons in any way, including by providing sums of money, gifts, valuables, material benefits, or performing works (services) in their favor free of charge or below market price, or by any other means not specified in this Section of the Agreement, aimed at securing the performance of any actions in favor of the incentivizing Party;
8) are not, nor are their owners or officials, subject to special economic or other restrictive measures (sanctions) under the legislation of Ukraine (NSDC), OFAC of the United States, the European Union, His Majesty's Treasury of the United Kingdom, or the UN Security Council;
9) they, their owners or officials are not included in the Unified State Register of Persons Who Have Committed Corruption or Corruption-Related Offenses. If a Party, its owners or officials are included in such register during the performance of this Agreement, that Party shall notify the other Party in writing within 2 (two) business days of such circumstances arising;
10) they strictly comply with the requirements of legislation on prevention of and counteraction to the legalization (laundering) of proceeds of crime, financing of terrorism and proliferation of weapons of mass destruction (AML/CFT), and the funds or property used to perform obligations under this Agreement are of legal origin.

8.3. Actions performed in favour of an incentivizing Party include:

granting unjustified advantages compared to other business partners;

providing any guarantees;

expediting existing procedures (simplifying formalities), except as provided by legislation;

and other actions performed by a Party or Person within its duties but contrary to the principles of transparency and openness in relations between the Parties.

8.4. The Parties undertake to ensure the absence of conflicts of interest (potential or actual) that have or may have an impact on the objectivity or impartiality of decision-making or the performance or non-performance of actions in connection with the conclusion and performance of this Agreement. If a conflict of interest (potential or actual) is identified, the Party that becomes aware of it must, without delay but no later than the next business day from the moment of detection, notify the other Party of the conflict of interest in the manner specified in Clause 8.5 of this Section. The Party that has a conflict of interest must, no later than the next business day from the day it learned or should have learned of the existence of an actual or potential conflict of interest, take all necessary measures to resolve the conflict of interest and notify the other Party of the measures taken.

8.5. If a Party suspects that a breach of the terms of this Section has occurred or may occur, or if a Party becomes aware of such a breach, that Party must notify the other Party in writing within 2 (two) business days of the suspicion arising / the breach being discovered (information received).

In a written notice of suspected or actual breach by the other Party or Persons of the terms of this Section of the Agreement (hereinafter – the Notice), the Party must refer to facts or provide materials reliably confirming, or giving grounds to assume, that a breach of any provisions of this Section has occurred or may occur, and must state the date of conclusion, number and names of the Parties to the Agreement.

The Notice must be certified by the signature of the authorized person(s) of the Party, or by a qualified electronic signature of the authorized person(s) of the Party in accordance with legal requirements, and sent to the address of the other Party in paper form or by e-mail in the form of an electronic document drawn up in accordance with the requirements of the Law of Ukraine "On Electronic Identification and Electronic Trust Services".

The channel for sending notices to NPC Ukrenergo regarding breaches of the terms of this Section of the Agreement is: e-mail ue@ethicontrol.com.ua.

The channel (address/e-mail) for sending notices to the other Party is specified in this Agreement.

8.6. A Party that receives a Notice must review it and inform the other Party of the results of the review no later than 10 (ten) business days from the date of receipt of the Notice. The response regarding the results of the review (hereinafter – the Response) shall be signed and sent to the other Party in the form and manner defined in this Section of the Agreement for the Notice.

8.7. The Parties guarantee proper review of Notices in compliance with the principles of confidentiality and the application of effective measures to remedy breaches of this Section of the Agreement. The Parties guarantee full confidentiality of information and the absence of adverse consequences for persons who reported a breach of the terms of this Section of the Agreement, except as provided by legislation.

8.8. The Parties undertake to ensure the retention of all information relating to the conclusion and performance of this Agreement, including with respect to their business partners relevant to this Agreement, for three years after the expiration of its term, and to provide such information upon request to each other or to persons authorized by the Parties.

8.9. If a Party breaches the obligations set out in this Section of the Agreement, that Party shall compensate the other Party for documented losses caused by such breach.

In addition, if a Party breaches its anti-corruption or compliance obligations, including with respect to the application of sanctions restrictions, the other Party has the right to unilaterally refuse to perform its obligations under this Agreement and/or terminate it early, by giving written notice to the other Party no later than 5 business days before the date of such termination, in the manner specified in Clause 5 of this Section of the Agreement.

8.10. The Parties acknowledge and agree that the provisions of this Section of the Agreement constitute essential terms of the Agreement in accordance with part one of Article 638 of the Civil Code of Ukraine.

8.11. In performing this Agreement, the Parties shall be guided by corporate values (effectiveness, responsibility, constructiveness, openness and proactivity) and undertake to comply with social and environmental responsibility standards, including ensuring safe working conditions and social protection of employees, preventing any forms of discrimination, harassment or violence, careful treatment of the environment and promotion of sustainable development, and building partnership relations based on integrity, fair competition, transparency and mutual respect.

9. Confidentiality Terms

9.1. The Parties agree that, for the purposes of this Agreement, “confidential information” means any data or information (that is not public, generally available information) arising from or related to this Agreement, including any information exchanged between the Parties or received by either Party in connection with this Agreement. The Parties are obliged to maintain confidentiality and not to disclose confidential information, except with the prior written consent of the other Party, and except in cases where confidential information is subject to disclosure under current legislation or is necessary for the performance of this Agreement.

9.2. Confidentiality obligations remain in effect for at least 5 years after termination of this Agreement, unless otherwise agreed in writing by the Parties or provided by current legislation.

9.3. Confidentiality obligations do not prevent the Parties from transferring or disclosing confidential information if a Party is required to do so under current legislation.

10. Tax Clause

10.1. The Service Provider is obliged to reimburse the Customer for the amount of VAT under a tax invoice that is not registered by the Service Provider in the Unified State Register of Tax Invoices within 365 calendar days of its issue date, in accordance with the requirements of Article 201 of the Tax Code of Ukraine.

A tax invoice registered in the Unified Register of Tax Invoices in breach of the mandatory details required by Article 201 of the Tax Code of Ukraine (including the nomenclature list and UKT ZED code), and for which no adjustment calculation has been registered to correct the error in accordance with Article 192 of the Tax Code of Ukraine, shall be deemed not registered in the Unified Register of Tax Invoices.

If the Customer is not provided in a timely manner with an adjustment calculation to a tax invoice that is subject to registration in the Unified Register of Tax Invoices by the Customer, within the periods provided for by Article 201 of the Tax Code of Ukraine, the Service Provider shall reimburse the Customer for the amount of fines actually incurred by NPC Ukrenergo under Article 120^1 of the Tax Code of Ukraine.

10.2. If the supervisory authorities (by issuing a tax notice-decision, an inspection report, making adjustments to the Customer’s taxpayer record card, or otherwise) and/or a court decision (ruling) reduce the Customer’s VAT tax credit on tax invoices issued by the Service Provider, reduce the Customer’s tax expenses for the price of services purchased from the Service Provider, assess additional taxes, fees or mandatory payments against the Customer, impose penalties for breach of tax legislation, or where a court decides to recover, in favour of the state, income received as a result of a transaction declared invalid/void, and this is connected with:

- cancellation (revocation) of the Service Provider’s state registration;

- exclusion of the Service Provider from the register of VAT payers;

- business relations of the Service Provider and/or its counterparties with enterprises showing signs of being fictitious, as recorded in inspection reports of state tax inspection bodies or in a court decision (ruling);

- improper accounting and/or tax record-keeping, untimely, improper, or incomplete submission of mandatory tax reporting to tax authorities;

- a finding by a tax authority or court that the agreement signed between the Customer and the Service Provider, or between the Service Provider and its counterparty, is invalid;

- recovery in favour of the state of everything received by the Customer under an invalid/void transaction signed between the Service Provider and the Customer.

10.3. The Service Provider shall, within 5 (five) calendar days from the date the Customer sends the relevant Demand for compensation, pay an amount equal to the sum by which the Customer’s VAT tax credit was reduced, tax expenses were reduced, taxes, fees or mandatory payments were additionally assessed, penalties were imposed, or amounts were recovered in favour of the state under a transaction declared invalid/void (hereinafter – the Payment).

10.4. If the Customer has outstanding debt to the Service Provider and the Service Provider fails to fulfil its Payment obligations within the above period, the Payment shall be made by way of set-off of mutual homogeneous claims against funds payable to the Service Provider by the Customer under any monetary obligations.

10.5. If the Service Provider fails to fulfil its obligations specified in this clause of the Agreement, the Customer has the right to recover the amount of the Payment through court proceedings.

10.6. If the act (actions) of the supervisory authority or the court decision (on the basis of which the payment obligation arose) is subsequently found unlawful and reversed (in whole or in part), the Customer undertakes to return to the Service Provider the funds received from it as Payment, in the corresponding amount (proportionally, depending on the extent to which the act/actions/decision is found unlawful, reversed, or amended). In this case, if amounts of additionally assessed taxes, fees or penalties were actually withheld from the Customer into the budget, the funds shall be returned to the Service Provider only after their actual receipt by the Customer from the budget, and only in the amount actually returned from the budget.

11. Other Terms

11.1. This Agreement is drawn up in the Ukrainian language in electronic form.

11.2. This Agreement, its annexes, and all amendments and additions thereto are integral parts of it and are deemed valid if made in writing or electronic form, signed by authorized representatives of both Parties, and certified by the Parties' seals (if any).

11.3. The Parties shall make amendments to the Agreement in compliance with the terms of the Agreement and the requirements of current Ukrainian legislation.

11.4. To amend the Agreement, the initiating Party shall send the other Party, in the manner provided by current Ukrainian legislation and the Agreement, the proposed amendments (draft additional agreement) to the Agreement. The Party that receives the proposed amendments has the right, within 20 (twenty) calendar days, if it agrees, to execute such amendments, or to send the other Party a protocol of disagreements together with a signed additional agreement. If the Parties fail to reach agreement on the terms of the amendments to the Agreement, or fail to respond to the proposed amendments within the established period, such additional agreement to the Agreement shall be deemed not concluded.

11.5. Any amendments to the provisions of the Agreement must be agreed by the Parties in advance and formalized as additional agreements to the Agreement, signed by the Parties.

11.6. The Parties undertake to notify each other in writing of changes in location, bank details, and other changes that may affect performance of the Agreement.

11.7. In the event of a conflict of interest, or the potential occurrence thereof, the Parties shall resolve issues related to the further performance of the Agreement through negotiations.

11.8. Transfer by the Service Provider of its rights and obligations under this Agreement to third parties is permitted only by conclusion of and Additional Agreement to this Agreement with the prior written consent of the Customer.

11.9. For the volume of generating unit capacity for which the Service Provider has been declared the winner of the tender for construction of generating capacity and for which this Agreement has been concluded, it is prohibited to submit proposals for participation in special auctions on the ancillary services market.

11.10. For the volume of generating unit capacity for which the Service Provider has been declared the winner of the tender for construction of generating capacity and for which this Agreement has been concluded, it is prohibited to submit proposals for participation in other tenders or support schemes, including public-private partnerships, aimed at obtaining additional payments, preferences or benefits from the state for the development or construction of generating capacities of this generation unit.

11.11. For the generating unit for which the Service Provider has been declared the winner of the tender and this Agreement has been concluded, it is prohibited to enter into the following agreements:

- for the purchase and sale of electricity at a "green" tariff;
- for the provision of services to support the production of electricity from alternative sources under the market premium mechanism;
- for the provision of services to ensure price stability for electricity produced from alternative energy sources;
- for participation in the guaranteed buyer's balancing group;
- for the future provision of ancillary services for frequency and active power regulation;
- for the purchase and sale of electricity under the self-generation mechanism.

11.12. NPC UKRENERGO conducts its activities without the use of a seal.

11.13. The Annex to this Agreement is the form of the Certificate of Services Rendered and the form of the Correction Certificate of Services Rendered.

12. Location and Bank Details of the Parties

Service Provider	**Customer**
____	Private Joint-Stock Company "National Power Company "Ukrenergo"
____	Location: 25 Symona Petliury St., Kyiv, 01032
____	EDRPOU Code 00100227, TIN 001002226654
____	Account No. ____ at JSC Oschadbank

____ ___ ____ ___ ______________________/_______________ QES "___" __________________ ____	______________________/_______________ QES "___" __________________ ____ ___