

ELECTRICITY SUPPLY AGREEMENT FOR CONSUMERS

(Public Accession Agreement for Electricity Supply to Non-Household Consumers at Free Prices)

1. General Provisions

1.1. This Electricity Supply Agreement for Consumers (hereinafter – the Agreement) is a public accession agreement that establishes the procedure and conditions for the supply of electricity as a commodity to the consumer (hereinafter – the Consumer) by the electricity supplier "NRG" LLC (hereinafter – the Supplier).

1.2. The Agreement is developed in accordance with the Law of Ukraine "On the Electricity Market" and the Retail Electricity Market Rules (hereinafter – REMR), approved by NEURC Resolution No. 312 dated March 14, 2018.

1.3. The Agreement is concluded by the Consumer's accession to the terms of this Agreement in accordance with the Application for Accession, which is Annex 1 to this Agreement.

2. Subject of the Agreement

2.1. The Supplier sells electricity to the Consumer to meet the needs of their electrical installations, and the Consumer pays the Supplier for the cost of consumed (purchased) electricity and makes other payments in accordance with the terms of this Agreement.

2.2. A mandatory condition for the supply of electricity to the Consumer is the existence of a concluded agreement for the provision of electricity distribution/transmission services with the relevant System Operator (DSO/TSO) and an assigned EIC code for the commercial metering point.

3. Supply Conditions

3.1. Electricity supply is carried out at free prices in accordance with the Commercial Offer selected by the Consumer (Annex 2 to the Agreement).

3.2. The volume of electricity supply is determined for the billing period based on commercial metering data received from the Commercial Metering Administrator (CMA) or System Operator, using the Consumer's automated metering systems (AMM/MDM).

3.3. A Consumer who purchases electricity at hourly prices is obliged to provide the Supplier with hourly schedules of forecasted consumption in the manner and within the timeframes specified in the Commercial Offer.

4. Price and Payment Procedure

4.1. The price of electricity, methods, procedure, and payment terms (advance payment, scheduled payments, payment upon fact) are specified in the Commercial Offer selected by the Consumer.

4.2. The price of electricity includes the cost of purchasing electricity on the day-

ahead market (DAM), intraday market (IDM), balancing market (BM), the cost of the Supplier's services (margin), as well as taxes and fees provided by law.

4.3. Payment for electricity distribution (transmission) services is made by the Consumer directly to the System Operator or through the Supplier, depending on the terms of the selected Commercial Offer.

4.4. In the event of electricity imbalances for the Consumer (deviation of actual consumption from the declared schedule), the cost of settling such imbalances is paid by the Consumer in accordance with the terms of the Commercial Offer.

5. Rights and Obligations of the Parties

5.1. The Supplier has the right to: receive timely payment; suspend or limit supply in case of debt in accordance with REMR; include the Consumer in its balancing group.

5.2. The Supplier is obliged to: ensure commercial quality of services; purchase the required volume of electricity on the market; consider appeals and claims from the Consumer.

5.3. The Consumer has the right to: freely choose and change the supplier; receive information about prices and payment procedures; install energy storage systems (ESS) and own generation with notification to the Supplier.

5.4. The Consumer is obliged to: make timely payments; ensure unimpeded access for representatives of the Supplier and DSO to metering devices; maintain AMM/MDM systems in working condition.

6. Liability of the Parties and Dispute Resolution Procedure

6.1. For non-performance or improper performance of their obligations, the Parties bear responsibility in accordance with the current legislation of Ukraine and this Agreement.

6.2. In case of payment delays, the Consumer pays a penalty, the amount of which is established by the Commercial Offer, but not exceeding the amount permitted by law.

6.3. All disputes and disagreements are resolved through negotiations. If no agreement is reached, the dispute is submitted to the commercial court according to jurisdiction. The Consumer also has the right to contact the Supplier's Information and Consultation Center, NEURC, or the Energy Ombudsman.

7. Force Majeure

7.1. The Parties are released from liability for partial or complete non-performance of obligations if it resulted from force majeure circumstances, confirmed by a certificate from the Chamber of Commerce and Industry of Ukraine.

8. Term of the Agreement and Other Conditions

8.1. This Agreement is concluded for the period specified in the Commercial Offer and enters into force from the date of signing of the Application for Accession by

the Consumer.

8.2. The Agreement is considered automatically extended for each subsequent calendar year on the same terms, unless either Party declares its termination 20 days before the expiration of its term.

SUPPLIER'S DETAILS

"NRG" LIMITED LIABILITY COMPANY

EDRPOU Code: 42734710

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IBAN: UA023052990000026007036252419

Director: Suslenskyi P.O.