

ANNEX

Unilateral Earmarking Declaration

by the Federal Ministry of Economy, Energy and Tourism on behalf of the Republic of Austria

headquartered at Stubenring 1, 1010 Vienna, Austria (the "Sponsor")

Whereas, on May 25th, 2023, the Sponsor entered into a Fiduciary Agreement (the "Agreement") with the Energy Community Secretariat, headquartered at Am Hof 4, A-1010 Vienna (the "Fiduciary"), and the Ministry of Energy and Coal Industry of Ukraine, headquartered at 30, Khreshchatyk str., UA-01601 Kyiv (the "Beneficiary"), complemented by an Additional Commitment on the same date, totaling EUR 10.000.000, and by the Second Additional Commitment of EUR 5.000.000 on the 6 November 2024;

Whereas, the Sponsor has committed an additional amount of EUR 500.000 (the "Third Additional Commitment") to be transferred to the Special Purpose Account and disbursed by the Fiduciary on behalf of the Beneficiary to Ukrainian Counterparties in accordance with the Fiduciary Agreement;

The Sponsor makes the following Declaration:

1. This Declaration is an integral part of the Agreement. Words and expressions defined in the Agreement apply to this Declaration.
2. The Sponsor hereby limits the use of the Grant and any Additional Commitment as follows:
 - a. to the Ukrainian Counterparties listed in **Annex 1** to this Declaration;
 - b. The Fiduciary shall ensure that the Special Purpose Account and all records related to the performance of this Agreement, and in particular the effective use of the Grant disbursed for the procurement of Necessary Support in line with the provisions of this Agreement and the relevant Fiduciary Agreement and Framework Agreements, are subject to an independent audit at the end of each financial year (31.12.) in accordance with the terms of reference to be agreed with the Sponsor. The audit is financed on a pro rata basis by the donors whose funds were disbursed and are to be audited in the respective year. The audit will be procured by the Fiduciary in accordance with Austrian public procurement law. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be conducted in accordance with international audit standards issued by International Auditing and Assurance Standards Board (IAASB). The signing auditor shall not be contracted for the assignment for more than a 7-year period. The audit report shall be made available to the Sponsor no later than the 30th of August of the following year. If the first disbursement from the Grant by the Fiduciary is effected during the second half of the financial year, the first audit shall be presented to the Sponsor not later than three months after the end of the following financial year. In this case, the period under review may cover up to 18 months. The final audit report shall be presented no later than six months after the end of the financial year in which the last disbursement is effected by the Fiduciary from the Grant in compliance with this Agreement.
3. The Sponsor prohibits the Fiduciary to disburse and the Ukrainian Counterparty/ies to use the Grant and any Additional Commitment for any other purpose than the ones specified in point 2 of this Declaration and § 4 paragraph 1, § 6 paragraph 7 and § 7 paragraph 5 of the Fiduciary

Agreement. Should the Grant or any Additional Commitment be used for any other purposes, the Fiduciary shall be liable to the Sponsor as per § 9 of the Fiduciary Agreement.

4. The Sponsor and its designated representatives reserve the right to examine the accounts and records of the Fiduciary related to the performance of this Declaration, and to have them audited by third parties appointed by them, at least until 31 December 2027.
5. The Sponsor reserves the right to withdraw this Declaration at any time. Upon withdrawal of the Declaration, the Grant and any Additional Commitment (in its entirety or in part, depending on the previous expenditure) shall become part of the Funds to be spent free of any earmarking in accordance with Article 1 paragraph 1, § 4 paragraph 1 and § 7 paragraph 5 of the Fiduciary Agreement.
6. This Declaration shall become void upon the termination of the Fiduciary Agreement.
7. In disbursing the Grant or any Additional Commitment to the benefit of any Ukrainian Counterparty, the Fiduciary shall attribute the Grant to the Sponsor.

For the Sponsor

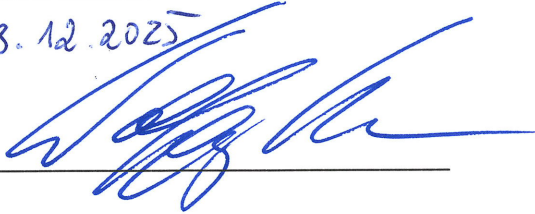
Address: Stubenring 1, 1010 Vienna

Authorized person: Wolfgang Hattmannsdorfer

Position: Federal Minister

Date: 18.12.2025

Signature: _____



ANNEX 1

Ukrainian Counterparties eligible for disbursement of Funds

The Beneficiary is responsible for determining the list of Ukrainian Counterparties eligible for the disbursement of Funds.

[illegible]

[illegible]

Response	Percentage
Yes, the current administration is responsible	55%
No, the current administration is not responsible	45%
