



### **Books Notice**

August 8, 2023 (Amended March 15, 2024)

TO ALL HOLDERS AND BENEFICIAL OWNERS FROM TIME TO TIME OF AMERICAN AND GLOBAL DEPOSITARY SHARES ("DRs") ISSUED AND OUTSTANDING IN DR PROGRAMS FOR THE RUSSIAN ISSUERS INDENTIFIED BELOW (THE "RUSSIAN DR PROGRAMS").

Reference is hereby made to the notices to holders of DR Russian Programs dated November 23, 2022 and November 28, 2022 issued by Citibank, N.A., as Depositary (the "**Depositary**") announcing the closure of books for the Russian DR Programs referenced below.

The Depositary hereby provides notice to holders for the following Russian DR programs, subject to the terms, conditions and actions described below:

| Issuer          | CUSIP     | ISIN         | Instruction and Certification       |
|-----------------|-----------|--------------|-------------------------------------|
| En+ Group IPJSC | 29355E208 | US29355E2081 | Click <u>here</u> .                 |
| PJSC Lukoil     | 69343P105 | US69343P1057 | Click here.                         |
| PJSC Lukoil     | 69343P204 | US69343P2048 | Click <u>here</u> .                 |
| PJSC Tatneft    | 876629205 | US8766292051 | Click here.                         |
| Rostelecom      | 778529107 | US7785291078 | Click <u>here</u> .                 |
| Sistema PJSFC   | 48122U105 | US48122U1051 | Currently closed for cancellations. |
| Sistema PJSFC   | 48122U204 | US48122U2042 | Currently closed for cancellations. |
| PJSC PhosAgro   | 71922G308 | US71922G3083 | Click <u>here</u> .                 |
| PJSC PhosAgro   | 71922G100 | US71922G1004 | Click here.                         |

**NOTE:** Severstal's DR program (CUSIPs 818150104 and 818150302 / ISINs US8181501045 and US8181503025) and Magnitogorsk Iron & Steel's DR program (CUSIPs 559189105 and 559189204 / ISINs US5591891057 and US5591892048 remain closed to issuance and cancellations due to US sanctions. This status remains unchanged.

The CUSIP and ISIN numbers, appearing herein, have been included solely for the convenience of the holders of the DRs. The Depositary assumes no responsibility for the selection or use of such numbers and makes no representation as to the correctness of the CUSIP and ISIN numbers listed above.



The Depositary has been advised by Russian counsel that the Russian Federation has adopted two separate processes for cancellation completely outside the control of the Depositary: (i) an automatic conversion of DRs for Russian Issuers who are undergoing a termination of their DR programs and those issuers that did not receive an exemption from the automatic conversion process ("Automatic Conversions"), and (ii) a forced conversion of DRs to enable holders of Russian DRs who are otherwise unable to convert their DRs through traditional means as a result of the regulatory actions, including sanctions and other measures imposed by international organizations and regulatory bodies, to receive underlying Russian shares ("Forced Conversions"). In addition, as a result of regulatory changes adopted by the Russian Federation concerning the cancellation process by which investors in Russian DR Programs are able to receive the underlying Russian shares, the Depositary has been advised by Russian counsel that such cancellation processes are outside the scope of, and are not in compliance with, the terms and conditions of the applicable deposit agreements governing the Russian DR Programs and are outside the control of the Depositary.

As a result of circumstances outside its control, the Depositary has not been able to fully reconcile the Russian DR programs affected by Automatic Conversions and Forced Conversions and there is a shortfall in the number of shares held by the Depositary for holders of DRs outstanding under the Russian DR Programs. As a consequence of such shortfall, a Holder will only be able to request the cancellation of a portion of the DRs it holds and will only be able to receive its pro rata proportion of the shares actually available in the DR program adjusted to exclude fractional shares after application of the pro-ration factor. Any DRs presented for cancellation that cannot be cancelled due to pro-ration will be credited to a book-entry account at the Depositary – the DR Balance (as defined below). If the DR program is reconciled to the satisfaction of the Depositary at a later point, a Holder of DRs credited to the DR Balance may subsequently receive additional shares and/or cash-in-lieu of fractional shares represented by the DRs credited to the DR balance at the Depositary. It is important to underscore that a cancelling holder will need to provide cancellation instructions that correctly reflect (i) the pro-rated number of DRs to be cancelled and (ii) receiving instructions for the pro-rated amount of shares that the Holder will receive after the application of the pro-ration factor to the DRs submitted for cancellation.

The "DR Balance" - the balance of DRs not cancelled due to pro-ration - will be credited to a Depositary book-entry account in the beneficial owner's name. The DRs credited to the DR Balance do not represent any shares currently held by the Custodian or the Depositary (the Automatic Conversions and Forced Conversions having resulted in a share shortfall as described above) but instead constitute an entitlement to receive a pro rata portion of any shares that the Depositary and/or the Custodian may in the future identify from the balance of shares on deposit in the DR program as belonging to the Holders of DRs in the DR Balance on the basis of a full or partial reconciliation of the share-to-DR imbalance created by the Automatic Conversions and Forced Conversions. There is no guarantee that any such reconciliation will be successful or that any such shares will be available at any time in the near or distant future, and as a result there is no indication that the DRs credited to the DR balance have, or will in the future have, any value. The creation of the DR Balance and any credit of DRs in the DR balance to a Beneficial Owner is purely an accommodation to the Beneficial Owner and does not represent any undertaking by either the Depositary or the Custodian of any value or service. Neither the Depositary nor the Custodian undertake in any way to take any action on behalf of the holders of DRs credited to the DR balance to retrieve any shares (or other property) from third parties, to bring any claims in respect of DRs or Shares that were the subject of Automatic Conversions or Forced Conversions, to give any notices to the holders of DRs credited to the DR Balance, or to continue the share – to – DRs reconciliation process (as a result of the Forced Conversions or the Automatic Conversions) in the future. The DR Balance and the DRs credited to the DR balance are non-transferable.

**NOTE**: The Depositary may determine that it is necessary to close the books for cancellation on the aforementioned Russian DR Programs, in short order or without notice, in accordance with the applicable deposit agreement due to events or developments outside of the control of the Depositary, including if the Depositary determines that a complete reconciliation of its books and records against DRs outstanding is not possible as a result of shares underlying the Depositary's Russian DR Programs being automatically or



forcibly removed from the Depositary's account with its Russian Custodian pursuant to Automatic Conversions and Forced Conversions, or other regulatory action executed pursuant to Russian law or otherwise without the Depositary's consent. If the Depositary concludes that a satisfactory reconciliation is not possible, the relevant Russian DR Program books may not be reopened.

While the Depositary may seek to sell any shares not withdrawn from the Russian DR Programs with a view to deliver the net proceeds of such sale to Holders on a pro rata basis, as a result of the operation of Russian law (i) there can be no assurances or guarantee that the Depositary will be able to sell any shares in a timely manner or at all, and (ii) in the event of any such sale, the sale price of the shares and the net proceeds that will be available for distribution to Holders will be net of all expenses, taxes and other payments associated with the sale. Any such sale price is likely to be substantially lower than the current market price of the shares. The Depositary has been advised by Russian counsel that the Russian authorities have mandated requirements to the effect that any shares sold in the local Russian market be sold at significant discount from their appraised market value.

**NOTE**: Holders wishing to cancel their DRs are strongly advised to arrange for the surrender of their DRs for cancellation as soon as practicable. Each cancellation request will require a DR Cancellation Instruction and Certification, a form of which is set forth below, to be completed, signed and delivered to the Depositary, in order to ensure compliance with applicable Russian regulatory requirements. Holders should be aware that the cancellation process for the Russian DR Programs set forth herein is lengthy and may be subject to delays. The DR Cancellation Instruction and Certification that is specific to a given Russian DR Program, may be found on the website of the Depositary. Please refer to link provided in the chart above next to each Russian DR program for further details. The Form of Cancellation Instruction and Certification attached to this Notice is for illustration purposes only and Holders should only use the Cancellation Instruction and Certification specific to their DR program that is referred to on the table above. The Depositary may require further certifications and/or agreements under the terms of the applicable deposit agreement and will need to screen the names included in the DR Cancellation Instruction and Certification to ensure compliance with sanctions and other applicable laws and regulations, which may result in additional delays to the processing of cancellations. There can be no assurance that Holders will be able to cancel their DRs and receive shares before the books for such DR program are once again closed for cancellation.

**NOTE:** Neither the Automatic Conversion nor the Forced Conversion process complies with the relevant deposit agreements, nor does the Depositary have any input into either process. The Depositary will not be able to directly or indirectly establish or assist in establishing accounts in Russia for DR Holders.

**NOTE:** Instructions timely received in respect of DR cancellations will be processed pursuant to the terms and conditions of the applicable deposit agreements and the Depositary's operational policies and procedures. Accordingly, it is imperative that complete and accurate cancellation instructions are provided to the Depositary to ensure that cancellations received will be processed on a timely basis. The Depositary strongly encourages Holders who wish to cancel their DRs to submit their DR Cancellation Instruction and Certification in proper and accurate form, including correct counterparty instructions in respect of local market information to avoid delays. For the avoidance of doubt, cancelling Holders will need to deliver DR Cancellation Instructions and Certifications that correctly provide for the total number of DRs to be cancelled as well of receiving instructions for the pro-rated amount of shares to be delivered after the application of a pro-ration factor to the DRs delivered for cancellation. The Depositary will not respond to individual requests to resolve insufficient, incomplete or incorrect instructions. Holders who have questions concerning cancellation requests should contact their brokers, financial advisors or financial intermediaries, as applicable.

Holders of Russian DRs should not rely on the Depositary as the sole source of information and are hereby instructed to consult their broker, financial intermediary, or legal or financial advisor for advice concerning their particular circumstances and the foregoing processes.



The Depositary makes no recommendations and gives no investment, legal or tax advice as to the foregoing matters. The Depositary specifically disclaims any responsibility for the actions (or failure to act) by the Custodian, the issuer of the relevant Russian shares or any other party in connection with the DR cancellation processes described herein. If you are not a registered Holder of Russian DRs (i.e., you are a person holding through a broker, custodian or other agent) and have any questions about the foregoing, please contact your Broker, Custodian or agent, as the case may be.

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NO INVESTOR ACTION REQUIRED IF YOU DO NOT WISH TO PRESENT THE DEPOSITARY RECEIPTS REFERENCED BELOW FOR CANCELLATION AND YOU DO NOT WISH TO WITHDRAW SHARES FROM DEPOSIT WITH THE DEPOSITARY BANK.

### **DR Cancellation Instruction and Certification**

Citibank, N.A., as Depositary, has opened the books for cancellation of [Global][American] Depositary Shares ("DRs") for the following DR Program, subject to the conditions specified in the enclosed Depositary Notice:

| Issuer Name:                         | ("Company")                            |
|--------------------------------------|--|
| Depositary for the DRs:              | Citibank, N.A. ("Citi" / "Depositary") |
| Custodian for Underlying Shares:     | [AO Citibank] ("Custodian")            |
| DR CUSIP(s) *:                       |  |
| DR ISIN(s) *:                        |  |
| DR Ticker Symbol *:                  |  |
| Shares:                              | of the Company ("Shares")              |
| DR to Share Ratio (DR: Share):       | [] DR(s) : _[]_ Share(s)               |
| DR Cancellation Pro-Ration Factor**: | ("DR Cancellation Pro-Ration Factor")  |
| Deposit Agreement(s) for DR Program: | [ [collectively,] "Deposit Agreement") |



Information Agent to contact for questions relating to the cancellation of the DRs:

Georgeson ("Information Agent")

Georgeson customer service contact information:

Web Inquiries: citiadrru@georgeson.com Toll Free number: (800) 509-0984 Banks and brokers: +1 (212) 440-9850

Upon presentation of the DRs for cancellation to Citi and completion of each of the requirements set forth below a Beneficial Owner of DRs is entitled, subject to the terms and conditions set forth below and the terms of the Deposit Agreement for the DRs, to:

- (i) cancellation of a number of DRs equal to the number of DRs presented for cancellation *multiplied* by the DR Cancellation Pro-Ration Factor ("<u>Pro-Rated DRs</u>"); and
- (ii) delivery by the Custodian to a broker / custodian in Russia of the Shares represented by the Pro-Rated DRs that have been cancelled ("<u>Pro-Rated Shares</u>"); and
- (iii) credit to a Citi book-entry account in the Beneficial Owner's name of the balance of the number of DRs not cancelled that is [the number of the DRs presented for cancellation] *minus* [the number of DRs cancelled after application of the DR Cancellation Pro-Ration Factor] (the "DR Balance").

**Example:** If 100 DRs are presented to the Depositary for cancellation and the DR Cancellation Pro-Ration Factor is .67, the number of DRs eligible for cancellation is 67 DRs (Pro-Rated DRs) and the remaining 33 DRs (DR Balance) will be credited in the name of the Beneficial Owner of the DRs to a Citi book-entry account.

When applying the DR Cancellation Pro-Ration Factor to the DRs surrendered for cancellation, please round down to the lower whole number of Pro-Rated DRs to eliminate fractional entitlements to Pro-Rated DRs. When calculating the number of Pro-Rated Shares to be received

<sup>\*</sup> DR Ticker, DR CUSIP No(s). and DR ISIN(s) are provided as a convenience only and without any liability for accuracy.

<sup>\*\*</sup> The DR Cancellation Pro-Ration Factor has been determined by the Depositary on the basis of the number of Shares on deposit vs. the DRs outstanding (after application of the DR to Share Ratio). The DR Cancellation Pro-Ration Factor is a function of the number of shares withdrawn from the DR program as a result of Automatic Conversions and Forced Conversions that the Depositary has not been able to reconcile due to circumstances outside of its control.



in Russia upon cancellation of Pro-Rated DRs, please round down to the lower whole number of Shares to eliminate fractional entitlements to Pro-Rated Shares.

In order to cancel your DRs, you must satisfy **each** of the following:

1. Deliver the DRs to Citi for cancellation [DWAC withdrawal for book-entry DRs]

See details for DR cancellation delivery to the Depositary in <u>Part I</u> below.

2. Complete **Euroclear** [DTC] [Registered Owner] Details

See details DR Cancellations in Part I below.

3. Complete Share Delivery Instruction Details

See details for Share delivery by Custodian in **Part II** below.

4. Complete the Acknowledgments, Certifications, Waivers & Signature

See details in Part III below.

5. Pay the DR Cancellation Fees to the Depositary

See details for calculation and payment of DR Cancellation Fees in **Part I** below.

#### Part I: [Euroclear][DTC][Registered Owner] Details

[For Euroclear Participants:]

Please note:

Euroclear participants are instructed to refer to Euroclear's notice to DR Holder regarding the opening of Citi's DR programs in Russia.



Until Computershare, as Depositary's Agent, confirms the DR Cancellation & Instruction Form has been properly completed, Euroclear participants should not cancel their GDSs.

Persons holding DRs in Euroclear wishing to instruct the Depositary to cancel DRs and receive the Shares represented by DRs should complete this form and follow instructions below:

| Name of Euroclear Participant:                                  |  |
|---|--|
| Euroclear Participant Number:                                   |  |
| Name of Contact Person of Euroclear<br>Participant:             |  |
| Telephone Number of Contact Person at<br>Euroclear Participant: |  |
| E-mail of Contact Person at Euroclear<br>Participant:           |  |
| Name of Beneficial Owner (individual or entity) of the DRs:     |  |
| Address of Beneficial Owner of the DRs:                         |  |



| Email of Beneficial Owner of the DRs (or of contact for Beneficial Owner):   |  |
|--|--|
| Telephone Number of Beneficial Owner of the DRs (or of contact for Beneficial Owner):  |  |
| Euroclear Reference Number linked to Euroclear<br>Participant Instruction to Euroclear Bank to<br>present DRs for cancellation:        | Euroclear reference # (40-XXXXXXX).  |
|  | Note: The Euroclear Reference Number will not be available at the time of the initial submission. Please leave this field blank when first providing the form to Depositary and its agent (Computershare). |
| After applying the DR Cancellation Pro-Ration Factor, the number of DRs eligible for cancellation (" <u>Pro-Rated DRs</u> "):          | DRs  [DRs presented for cancellation] x [DR Cancellation Pro-Ration Factor]  Round down to lower whole number of DRs   |
| Number of Shares represented by Pro-Rated DRs ("Pro-Rated Shares") to be delivered to Beneficial Owner's custodian / broker in Russia: | Shares  [Pro-Rated DRs] x [DR to Share Ratio]  Round down to lower whole number of Shares  |



| Number of DRs to be credited to Citi book-entry account ("DR Balance"):                | DRs  |
|--|--|
| [DRs presented for cancellation – minus Pro-<br>Rated DRs (eligible for cancellation)] | [DR Balance + Pro-Rated DRs must equal DRs presented for cancellation] |
| Calculation of DR Cancellation Fee:  [See DR Cancellation Fee details below]           | USD<br>[USD0.05 x Pro-Rated DRs]                                       |

### Instructions for Delivery of DRs for Cancellation to Depositary:

With respect to securities that are in the form of book-entry securities held by or through Euroclear Bank S.A./N.V. ("<u>Euroclear</u>"), DR holders must follow the instructions of, and procedures established by, Euroclear for the blocking of the transfer of DRs.

#### Instructions for calculation and payment of the DR Cancellation Fee:

- DR cancellation fee is payable only on the Pro-Rated DRs (DRs presented for cancellation x DR Cancellation Pro-Ration Factor). At this time, no DR cancellation fee is payable on the DR Balance.
- DR Cancellation Fee Formula: [USD0.05 x Pro-Rated DRs] rounded <u>up</u> to the nearest hundred plus a \$15.00 cable fee
- For cancellations of 5 million DRs or greater, payment of the DR cancellation fee is required at the time DRs are presented for cancellation and before Citi will proceed with cancellation of the DRs and subsequent actions.
- DR Cancellation Fees can be wired to:

Citibank N.A. ABA 021000089 (BIC CITIUS33)



Account 36859028 DR Services
Ref: FEE PAYMENT, DR Name, DR Quantity, on behalf of <beneficiary>

\*Please also include the type 40 Euroclear reference.

### [For DTC Participants]

Persons holding DRs in DTC wishing to instruct the Depositary to cancel DRs and receive the Shares represented by DRs should complete this form and follow instructions below:

| Name of DTC Participant:                                     |  |
|--|--|
| DTC Participant Number:                                      |  |
| Name of Contact Person of DTC Participant:                   |  |
| Telephone Number of Contact Person at Euroclear Participant: |  |
| E-mail of Contact Person at DTC Participant:                 |  |
|  |  |



| DRs   |
|---|
| DRs  [DRs presented for cancellation] x [DR Cancellation Pro-Ration Factor]  Round down to next whole number of DRs |
| Shares  [Pro-Rated DRs] x [DR to Share Ratio]  Round down to lower whole number of Shares                           |
|   |



| Number of DRs to be credited to Citi book-entry account ("DR Balance"):   | DRs  |
|---|--|
| [DRs presented for cancellation – minus Pro-<br>Rated DRs (eligible for cancellation)]  | [DR balance + Pro-Rated DRs must equal DRs presented for cancellation]   |
| Calculation of DR Cancellation Fee:   | USD  |
| [See Instructions for calculation and payment of the DR Cancellation Fee below]   | [USD0.05 x Pro-Rated DRs] rounded up to the nearest hundred plus a \$15.00 cable fee   |
| In connection with the DWAC withdrawal submitted, on an unconditional and irrevocable basis, the undersigned hereby confirms and instructs the following: |  |
| Date of DWAC movement:  |  |
|   | Note: Depositary and its agent (Computershare) will only approve and process the DWAC upon receipt of a completed DR Cancellation Instruction and Certification. |
| DWAC Reference Number (6-digit number):   |  |

Instructions for Delivery of DRs for Cancellation to Depositary:



DTC participants must withdraw DRs from DTC via DWAC withdrawal. Please note Depositary and its agent (Computershare) will only approve and process the DWAC upon receipt of a completed DR Cancellation Instruction and Certification.

Please note: Until Computershare, as Depositary's Agent, confirms the DR Cancellation & Instruction Form has been properly completed, DTC participants should not initiate the DWAC.

Please direct the DWAC to Computershare TA# 50156.

#### Instructions for calculation and payment of the DR Cancellation Fee:

- DR cancellation fee is payable only on the Pro-Rated DRs (DRs presented for cancellation x DR Cancellation Pro-Ration Factor). At this time, no DR cancellation fee is payable on the DR Balance.
- DR Cancellation Fee Formula: [USD0.05 x Pro-Rated DRs] rounded up to the nearest hundred plus a \$15.00 cable fee
- For cancellations of 5 million DRs or greater, payment of the DR cancellation fee is required at the time DRs are presented for cancellation and before Citi will proceed with cancellation of the DRs and subsequent actions.
- Fees can be sent via the normal DTC/SPO method (charged by Citi, DTC participant# 953), or can be wired to:

Citibank N.A. ABA 021000089 Account 36859028 DR Services

Ref: FEE PAYMENT, DR Name, DR Quantity, on behalf of <beneficiary>

### [For Registered Owners of DRs]

Persons holding DRs in their own name wishing to instruct the Depositary to cancel their DRs and receive the Shares represented by their DRs should complete this form and follow instructions below:



| Name Registered Owner of DRs (individual or entity):   |   |
|--|---|
| Address of Registered Owner of the DRs:  |   |
| Email of Registered Owner of the DRs (or of contact for Beneficial Owner):   |   |
| Telephone Number of Registered Owner of the DRs (or of contact for Beneficial Owner):                                |   |
| Number of DRs presented for cancellation:  [See DR Cancellation Delivery details below]                              | DRs   |
| After applying the DR Cancellation Pro-Ration Factor, the number of DRs eligible for cancellation ("Pro-Rated DRs"): | DRs  [DRs presented for cancellation] x [DR Cancellation Pro-Ration Factor]  Round down to next whole number of DRs |
|  | Shares  |



| Number of Shares represented by Pro-Rated DRs (" <u>Pro-Rated Shares</u> ") to be delivered to Beneficial Owner's custodian / broker in Russia: | [Pro-Rated DRs] x [DR to Share Ratio]  |
|---|--|
|   | Round down to lower whole number of Shares   |
| Number of DRs to be credited to Citi book-entry account (" <u>DR Balance</u> "):  | DRs  |
| [DRs presented for cancellation – minus Pro-<br>Rated DRs (eligible for cancellation)]  | [DR balance + Pro-Rated DRs must equal DRs presented for cancellation]               |
| Calculation of DR Cancellation Fee:   | USD  |
| [See Instructions for calculation and payment of the DR Cancellation Fee below]   | [USD0.05 x Pro-Rated DRs] rounded up to the nearest hundred plus a \$15.00 cable fee |
|   |  |

### Instructions for Delivery of DRs for Cancellation to Depositary:

- To Instruct the cancellation of your DRs that are <u>not</u> evidenced by physical certificates (e.g. DRs held in the Direct Registration System (DRS):
  - o Deliver this completed and signed DR Cancellation Instruction and Certification to the address specified below; and
  - Enclose certified check cover DR cancellation fee (see calculation and payment details below)



- To instruct the cancellation of your DRs that <u>are</u> evidenced by physical certificates:
  - Deliver this completed and signed DR Cancellation Instruction and Certification to the address specified below; and
  - o Enclose certificate evidencing your DRs being presented for cancellation; and
  - Enclose certified check cover DR cancellation fee (see calculation and payment details below)

#### Instructions for calculation and payment of the DR Cancellation Fee:

- DR cancellation fee is payable only on the Pro-Rated DRs (DRs presented for cancellation x DR Cancellation Pro-Ration Factor). At this time, no DR cancellation fee is payable on the DR Balance.
- DR Cancellation Fee Formula: [USD0.05 x Pro-Rated DRs] rounded up to the nearest hundred plus a \$15.00 cable fee
- For cancellations of 5 million DRs or greater, payment of the DR cancellation fee is required at the time DRs are presented for cancellation and before Citi will proceed with cancellation of the DRs and subsequent actions.
- A certified check payable to Citibank, N.A. covering the DR cancellation fee must be enclosed with this form

#### **Part II: Share Delivery Instructions**

| For the Shares represented by Pro-Rated DRs eligible for cancellation |
|---|
|---|

| Counterparty BIC (Swift) Number: |  |
|----------------------------------|--|
|                                  |  |



| Number of Shares to be delivered in Russia:                                | [Shares can only be delivered if applicable "receive" instructions are in place in Russia] |
|--|--|
|  |  |
| For delivery to Recipient Bank in Russia:                                  |  |
| Name of Russian Recipient Bank:  |  |
| Account number (12 digits / 17 digits):                                    |  |
| See Instructions for Delivery of Shares to<br>Russian Recipient Bank below |  |
| Name of Contact at Russian Recipient Bank:                                 |  |
|  |  |
| Email of Contact at Russian Recipient Bank:                                |  |
|  |  |

#### Instructions for Delivery of Shares to Russian Recipient Bank:

- Beneficial Owner's Account at Russian Recipient Bank must be *Type S* account
- Please check account details with Russian Recipient Bank before submitting DRs for cancellation
- Custodian and Depositary are not able to open Type S accounts for Beneficial Owners
- The DR cancellation and Share delivery process is time-consuming and subject to administrative delays
- Shares can be delivered to Russian Recipient Bank only if applicable "receive" instructions are in place in Russia

### Applicable Shares will be delivered from:



AGENT: AO CITIBANK, as the Depositary's custodian:

BOOK-ENTRY ACCT: 4000010518

**AGENT BIC: CITIRUMX** 

AGENT PSET BIC: NADCRUMM

NSD CODE: MC0018600000

AGENT NSD ACCT: ML9512090662/DR00000CGMD000000

AGENT ACCOUNT ALIAS AT NSD: 10780619

Trade date and settlement date of delivered shares should match DR cancellation date.

#### Part III: Acknowledgments, Certifications, Waivers, Indemnities and Signatures

- In accordance with Russian regulatory requirements, each cancelling DR holder has to certify that the DR cancellation and receipt of corresponding Shares will not result in a change of beneficial ownership.
- Additionally, in accordance with Russian Federal Law No. 114-FZ, holders of DRs evidencing Russian shares must demonstrate that they acquired the DRs presented for cancellation on or before April 27, 2022/October 31, 2022.
- THE DEPOSITARY MAY CLOSE THE DR BOOKS TO DR CANCELLATION AT ANY TIME IN THE FUTURE. NOTHING HEREIN OR IN THE ENCLOSED DEPOSITARY NOTICE IS INTENDED TO BE AN UNDERTAKING TO KEEP THE DR BOOKS OPEN FOR CANCELLATIONS.

#### **Affirmative Acknowledgments**

In connection with the DR cancellation request set forth above, the undersigned, by signing below, acknowledges as Beneficial Owner of the DRs presented for cancellation, for the benefit of the Depositary, the Custodian and their respective agents, that:



- 1. The DR program under which the DRs are issued has been subject to the Automatic Conversions and the Forced Conversions under Russian Federal Law No. 114-FZ ("Automatic Conversions" and "Forced Conversions", respectively).
- 2. In accordance with applicable law, the Automatic Conversions and the Forced Conversions were implemented in respect of the DR program without the involvement or oversight of the Depositary and in a manner inconsistent with the Deposit Agreement for the DR program.
- 3. As a result of the Automatic Conversions and the Forced Conversions, the Depositary is unable to reconcile the number of Shares on deposit vs. the DRs outstanding in the DR program and there is a shortfall in the number of Shares held by the Custodian for the DR holders compared to the number of Shares that should (in the absence of Automatic Conversions or Forced Conversions) be held on deposit and represented by the DRs currently outstanding.
- 4. Accordingly, upon delivery of DRs for cancellation to the Depositary in accordance with the instructions contained herein, the Depositary will only cancel a number of DRs equal to the DRs delivered for cancellation multiplied by the DR Cancellation Pro-Ration Factor (such DRs, the "Pro-Rated DRs") and will only arrange for the delivery of the Shares represented by the Pro-Rated DRs (such number of shares, the "Prorated Shares"). As a result, rather than receiving the number of Shares of the Company initially represented by the DRs presented for cancellation under their contractual terms, the Beneficial Owner will only receive such number of Shares as are represented by the Pro-Rated DRs.
- 5. The "DR Balance" the balance of DRs not so cancelled will be credited to a Citi bookentry account in the Beneficial Owner's name. The DRs credited to the DR Balance do not represent any Shares currently held by the Custodian or the Depositary (the Automatic Conversions and Forced Conversions having resulted in a Share shortfall) but instead constitute an entitlement to receive a *pro rata* portion of any Shares that the Depositary and/or the Custodian may in the future identify from the balance of Shares on deposit in the DR program as belonging to the holders of DRs in the DR Balance on the basis of a full or partial reconciliation of the Share-to-DR imbalance created by the Automatic Conversions and Forced Conversions. The is no guarantee that any such reconciliation will be successful or that any such Shares will be available any time in the near or distant future, and as a result there is no indication that the DRs credited to the DR balance have, or will in the future have, any value. The creation of the DR Balance and any credit of DRs in the DR balance to a Beneficial Owner is purely an accommodation to the Beneficial Owner and does not represent any undertaking of any value or service. Neither the Depositary nor the Custodian undertake in any way to take any action on behalf of the holders of DRs credited to the DR



balance to retrieve any Shares (or other property) from third parties, to bring any claims in respect of DRs or Shares that were the subject of Automatic Conversions or Forced Conversions, to give any notices to the holders of DRs credited to the DR Balance, or to continue the Share – to – DRs reconciliation process (as a result of the Forced Conversions or the Automatic Conversions) in the future. The DR Balance and the DRs credited to the DR balance are non-transferable.

6. In opening the DR books for cancellation on the basis described above, the Depositary is acting in good faith to provide an equitable solution that it considers to be in the interests of all DR holders given the continued adverse impact of Russian legislation on the ability of the Depositary to exercise its rights and responsibilities under the DR program.

#### **Affirmative Certifications**

In connection with the cancellation request set forth above, the undersigned, by signing below, certifies, for the benefit of the Depositary, the Custodian and their respective agents, as of the date of the cancellation request noted below, that:

- 1. The Beneficial Owner is surrendering DRs in accordance with the terms of the applicable DR deposit agreement for the purpose of withdrawal of Shares represented by the DRs presented herewith for cancellation and all information provided in this form is complete, true and correct.
- 2. The Beneficial Owner has not (i) exchanged any DRs subject of the present cancellation request for underlying Shares, (ii) made a request for cancellation of any such DRs, or (iii) received Shares in respect of DRs, in either case, pursuant to either an Automatic Conversion or a Forced Conversion process under Russian Federal Law No. 114-FZ.
- 3. The Beneficial Owner is not subject to, nor the target of, any sanctions under the laws of any jurisdiction.
- 4. The Beneficial Owner beneficially owns the DRs being surrendered for cancellation and acquired these DRs on or before April 27, 2022/October 31, 2022, is the beneficial owner of the Account in Russia specified above into which the underlying shares will be subsequently delivered, will be the beneficial owner of the Shares delivered in respect of such cancellation to its account in Russia set forth above and nothing has come to the attention of the Beneficial Owner that the cancellation of the DRs, directly or indirectly, is



prohibited under laws, regulations, or restrictive measures enforced by decrees of the President of the Russian Federation, regulations, directives, sanctions or guidelines of other regulators, or of any other government agency, restricting deposits and withdrawals of securities to and from securities account opened with Russian custodians, depositories and registrars.

#### **Affirmative Waivers**

The Beneficial Owner, by signing below, irrevocably and unconditionally waives and releases any and all claims that it may otherwise have against the Depositary, the Custodian or any of its affiliates, representatives, agents, officers, directors or employees by reason of any Automatic Conversions, any Forced Conversions, any action taken or omission by any of them in accordance with this DR Cancellation Instruction and Certification, including, but not limited to, the cancellation of DRs (including pro-ration), the delivery of Shares upon the cancellation of the DRs and the credit of DRs to the DR Balance, upon the terms contemplated herein, and their reliance on the acknowledgements, confirmations, agreements, representations and certifications contained herein.

#### **Affirmative Indemnities**

The undersigned, by signing below, irrevocably agrees to unconditionally indemnify and hold harmless the Depositary, the Custodian and their respective successors, and assigns, and each of their affiliates, representatives, agents, officers, directors or employees and each of their successors and assigns against all losses, liabilities, reasonable expenses and damages of any kind whatsoever that may arise from (i) any action taken or omission by any of them in accordance with this DR Cancellation Instruction and Certification, including, but not limited to, the cancellation of the DRs, the delivery of Shares (based on DR Cancellation Pro-Ration Factor) upon the cancellation of the Cancelled DRs, the credit of DRs to the DR Balance, and any non-delivery of any additional Shares, and (ii) any breach by the undersigned of any of its certifications hereunder or arising out of any of the statements, representations or certifications made herein by the undersigned being or becoming inaccurate or untrue in any respect whatsoever.

#### **Signatures**



This DR Cancellation Instruction and Certification must be signed by (x) the Beneficial Owner of the DRs presented for cancellation or (y) the Broker or Custodian acting on behalf of the Beneficial Owner of the DRs and presenting the DRs for cancellation.

#### For signature by Beneficial Owner:

This instrument has been signed and delivered to the Depositary by the Beneficial Owner of the DRs being presented for cancellation without any conditions or contingencies, and in each case with full authority to do so and with the intent to be bound to its terms without any reservations.

| Date of DR Cancellation Request:      |  |
|---------------------------------------|--|
| Name of Beneficial Owner:             |  |
| Signature of Beneficial Owner:        |  |
| Title:                                |  |
| Contact Details for Beneficial Owner: |  |

OR

#### For signature by Broker or Custodian acting on behalf of Beneficial Owner:

This instrument is being signed and delivered to the Depositary by undersigned on behalf of the Beneficial Owner of the DRs being presented for cancellation without any conditions or contingencies. By signing below, and by delivering this instrument to the Depositary, the undersigned represents and warrants to the Depositary that it is fully authorized to do so on behalf of the Beneficial Owner and to bind the Beneficial Owner of the DRs to its terms without any reservations. In addition, the undersigned by signing and delivering this instrument certifies to the



Depositary that it is not aware of any fact or circumstance that causes the undersigned to question the accuracy or veracity of the acknowledgements, confirmations, agreements, representations and certifications set forth herein.

| Date of DR Cancellation Request:   |  |
|--|--|
| Name of Beneficial Owner:  |  |
| Name of Broker of Custodian acting on behalf of Beneficial Owner:  |  |
| Signature of Broker of Custodian acting on behalf of Beneficial Owner:                                   |  |
| Title of person signing on behalf of Broker of<br>Custodian acting on behalf of Beneficial<br>Owner:     |  |
| Contact details of person signing on behalf of Broker of Custodian acting on behalf of Beneficial Owner: |  |



Notes:

Failure to provide complete documents or DR cancellation fees by 3pm New York on the date of receipt of DRs for cancellation- will result in the return of DRs to the presenting entity, unless sanctions regimes preclude such action. Remitted DR cancellation fees that are not accompanied by DRs or completed documents will be similarly returned.

Please note that delays may arise in connection with this cancellation request until the Depositary's internal procedures and controls are completed in order to comply with applicable laws, including sanctions. Notwithstanding any provision of the relevant deposit agreement to the contrary, the Depositary may refuse to process any DR cancellation request by any DR holder who does not timely satisfy all of the DR cancellation requirements set forth herein.

The DR Cancellation Instruction and Certification should be sent to:

#### BY FIRST CLASS OR OVERNIGHT MAIL:

Computershare Inc

Attn: Restricted/Citi RADR

150 Royall Street, Suite: 101

Canton, MA 02021

An electronic version can be provided via e-mail:

CITIRADR@computershare.com