



VOLUNTARY ACTION ONLY.

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 Depositary Shares (“DRs”) for the following DR Program, subject to the conditions specified in the enclosed Depositary Notice:

Issuer Name:	PJSC PhosAgro (“Company”)
Depositary for the DRs:	Citibank, N.A. (“ <u>Citi</u> ” / “ <u>Depositary</u> ”)
Custodian for Underlying Shares:	AO Citibank (“ <u>Custodian</u> ”)
DR CUSIP(s) *:	71922G308
DR ISIN(s) *:	US71922G3083
DR Ticker Symbol *:	PHOR LI
Shares:	Common shares of the Company (“ <u>Shares</u> ”)
DR to Share Ratio (DR: Share):	Three (3) DR: One (1) Share
DR Cancellation Pro-Ration Factor**:	94% (“ <u>DR Cancellation Pro-Ration Factor</u> ”)
Deposit Agreement(s) for DR Program:	Reg S Deposit Agreement, dated as of April 5, 2011, as amended by Amendment No.1 to Reg S Deposit Agreement, dated as of July 1, 2011 and Amendment No. 2 dated



	December 19, 2011, by and among the Company, the Depositary and all Holders and Beneficial Owners from time to time of Reg S Global Depositary Receipts evidenced by Reg S Global Depositary Receipt Certificates issued thereunder. (collectively, “Deposit Agreement”)
Information Agent to contact for questions relating to the cancellation of the DRs:	Georgeson (“ <u>Information Agent</u> ”) Georgeson customer service contact information: Web Inquiries: citiadrru@georgeson.com Toll Free number: (800) 509-0984 Banks and brokers: +1 (212) 440-9850

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

** 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 The DR Cancellation Pro-Ration Factor is a function of the number of shares withdrawn from the DR program as a result of Automatic Conversions and Forced Conversions that the Depositary has not been able to reconcile due to circumstances outside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.

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 (“Pro-Rated DRs”); 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 (“Pro-Rated Shares”); 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 .94, the number of DRs eligible for cancellation is 94 DRs (Pro-Rated DRs) and the remaining 6 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 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

*See details for DR cancellation delivery to the Depositary in **Part I** below.*

2. Complete Euroclear/Clearstream 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/Clearstream Details

Please note:

Euroclear/Clearstream participants are instructed to refer to Euroclear/Clearstream's notice to DR Holders 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/Clearstream participants should not cancel their GDSs.

Persons holding DRs in Euroclear/Clearstream 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/Clearstream Participant:	
Euroclear/Clearstream Participant Number:	
Name of Contact Person of Euroclear/Clearstream Participant:	
Telephone Number of Contact Person at Euroclear/Clearstream Participant:	
E-mail of Contact Person at Euroclear/Clearstream Participant:	
Name of Beneficial Owner (individual or entity) of the DRs:	
Address of Beneficial Owner of the DRs:	



<p>Email of Beneficial Owner of the DRs (or of contact for Beneficial Owner):</p>	
<p>Telephone Number of Beneficial Owner of the DRs (or of contact for Beneficial Owner):</p>	
<p>Euroclear/Clearstream Reference Number linked to Euroclear/Clearstream Participant Instruction to Euroclear/Clearstream Bank to present DRs for cancellation:</p>	<p>_____ Euroclear/Clearstream reference # (40-XXXXXXX or CSTDYXXXXXXXXXXXX).</p> <p>Note: The Euroclear/Clearstream Reference Number may not be available at the time of the initial submission. If needed, please leave this field blank when first providing the form to Depository and its agent (Computershare).</p>
<p>After applying the DR Cancellation Pro-Ration Factor, the number of DRs eligible for cancellation (“<u>Pro-Rated DRs</u>”):</p>	<p>_____ DRs</p> <p>[DRs presented for cancellation] x [DR Cancellation Pro-Ration Factor]</p> <p>Round down to lower whole number of DRs</p>
<p>Number of Shares represented by Pro-Rated DRs (“<u>Pro-Rated Shares</u>”) to be delivered to Beneficial Owner’s custodian / broker in Russia:</p>	<p>_____ Shares</p> <p>[Pro-Rated DRs] x [DR to Share Ratio]</p> <p>Round down to lower whole number of Shares</p>
<p>Number of DRs to be credited to Citi book-entry account (“<u>DR Balance</u>”):</p>	<p>_____ DRs</p>



[DRs presented for cancellation – minus Pro-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 _____ [USD0.04 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/Clearstream, DR holders must follow the instructions of, and procedures established by, Euroclear/Clearstream 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: USD0.04 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.
- 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 or CSTDY Euroclear/Clearstream reference.

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 [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): <i>See Instructions for Delivery of Shares to Russian Recipient Bank below</i>	
Name of Contact at Russian Recipient Bank:	
Email of Contact at Russian Recipient Bank:	

Instructions for Delivery of Shares to Russian Recipient Bank:

- Holders are required to have established an eligible account in Russia to receive deposited securities in connection with a DR cancellation request. A Type S account will be required for certain Holders who are not otherwise eligible to establish regular Russian accounts
- 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, **holders of DRs evidencing Russian shares must demonstrate that they acquired the DRs presented for cancellation on or before 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 Depository, 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 Depository 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 Depository 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 Depository in accordance with the instructions contained herein, the Depository 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 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 Depository (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 Depository 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 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 Depository 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 Depository 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 Depository 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 Depository, 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 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.

5. This Depositary Receipt (DR) conversion is being undertaken for the purpose of divesting underlying Shares as authorized pursuant to General License 100, or its most recent successor in effect at the time of the certification, under U.S. Executive Order 14024 related to the Russian Harmful Foreign Activities Sanctions Program.

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 Depository, 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 Depository, 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 Depository 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 Depository 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 Depository, the undersigned represents and warrants to the Depository 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 Depository 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 Custodian acting on behalf of Beneficial 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 time 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 Depository'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 Depository 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