

APPROVED BY

Resolution of the Extraordinary General Meeting of Shareholders of Mobile TeleSystems Public Joint Stock Company

Minutes No. ___ dated _____

APPROVED BY

Resolution of the Sole Shareholder of Joint Stock Company "MTS Web Services"

Resolution No. ___ dated September 30, 2021

AGREEMENT ON MERGER

of MTS Web Services-1 Limited Liability Company with Joint Stock Company "MTS Web Services"

By virtue of the Civil Code of the Russian Federation, Federal Law of the Russian Federation No. 208-FZ "On Joint Stock Companies" dated December 26, 1995, and Federal Law No. 14-FZ "On Limited Liability Companies" dated February 08, 1998 (hereinafter referred to as the "Law "On Joint Stock Companies" and the "Law "On Limited Liability Companies" accordingly),

Joint Stock Company "MTS Web Services" (location: Moscow, Russian Federation, registered address: 5 Vorontsovskaya St., Bldg. 2, Room/Floor 15, 109147, Moscow; PSRN: 1217700367026), hereinafter referred to as the **Principal Entity, MWS JSC**, represented by Igor A. Egorov, CEO, acting under the Charter, and

MTS Web Services-1 Limited Liability Company (location: Moscow, Russian Federation), hereinafter referred to as the **Merged Entity, MWS-1 LLC**, established by reorganizing Mobile TeleSystems Public Joint Stock Company (PSRN 1027700149124, MTS PJSC) in the form of spin-off, represented by Vyacheslav K. Nikolaev, acting on behalf of MWS-1 LLC under the resolution of the extraordinary General Meeting of Shareholders of MTS PJSC dated September 30, 2021 (minutes dated _____, 2021 No. ___),

(hereinafter, MWS JSC along with MWS-1 LLC are referred to as the **Parties, Reorganized Entities** and individually — a **Party, a Reorganized Entity**, while the definition of the term "**Reorganized Entity**" also applies to MTS PJSC reorganized in the form of spin-off of MWS-1 LLC from it),

in accordance with cl. 1, Art. 57 of the Civil Code of the Russian Federation, Art. 53 of the Law "On Limited Liability Companies", Art. 15, 17, 19, 19.1 of the Law "On Joint Stock Companies", have entered into this Agreement on Merger (hereinafter referred to as the Agreement) as follows:

I. GENERAL PROVISIONS

1.1. In order to achieve the most efficient use of the Parties' assets and optimize management, the Parties have agreed on reorganization by merging the Merged Entity with the Principal Entity with the transfer of all rights and obligations from the Merged Entity to the Principal Entity under the terms determined by this Agreement and the legislation of the Russian Federation (hereinafter referred to as Merger, Reorganization). The Parties undertake to jointly implement all the actions and procedures stipulated by the legislation of the Russian Federation and the constituent documents as well as decisions of the governing bodies of the Parties, as required for the implementation of the Reorganization in strict compliance with

the requirements of the legislation of the Russian Federation and the completion of the Reorganization as soon as possible.

1.2. Reorganization of the Merged Entity shall be deemed completed once an entry is made to the Unified State Register of Legal Entities (USRLE) on business termination of the Merged Entity.

The Principal Entity shall be deemed reorganized upon making an entry in the USRLE on business termination of the Merged Entity.

1.3. Throughout the term hereof, the Reorganized Entity shall take actions to ensure organizational support of reorganization pursuant to the procedure established hereby and by the applicable legislation.

II. MERGER PROCEDURE AND TERMS

2.1. The Reorganization of MWS JSC in the form of merger of MWS-1 LLC therewith is carried out simultaneously with the reorganization of MTS PJSC in the form of spin-off of MWS-1 LLC therefrom.

2.2. The Reorganized Entities (each within its competence) provide the following reorganization conditions and procedure:

2.2.1. making decisions on reorganization, including via merger of the Merged Entity with the Principal Entity;

2.2.2. giving notice to the creditors on reorganization in progress and taking measures to make settlements with the creditors claiming termination or early discharge of obligations through legal recourse in accordance with the applicable legislation of the Russian Federation;

2.2.3. giving notice to the regulation and registration state agencies on reorganization in progress;

2.2.4. implementing necessary measures to repurchase shares from the shareholders of the Principal Entity, entitled to claim such repurchase and exercising this right in the order established by the Law "On Joint Stock Companies" (if applicable);

2.2.5. implementing other actions as may be required for reorganization purposes.

2.3. The Principal Entity shall also take the following actions:

2.3.1. assume a leader role coordinating the Reorganization procedure;

2.3.2. ensure drafting of legal documents required for Reorganization purposes;

2.3.3. accept financial costs associated with the Reorganization procedure at its sole discretion;

2.3.4. ensure registration of necessary amendments and additions to the Charter of the Principal Entity related to the reorganization procedure.

2.3.5. inform the registrar keeping the register of security holders of the reorganized joint stock company about making an entry on business termination of the reorganized legal entity on the day of making the specified entry in the Unified State Register of Legal Entities;

2.3.6. take measures to ensure business continuity for the Reorganized Entities, including:

- approve the new organizational structure and staffing table;

- establish branches or other standalone units (if necessary);
- issue licenses, certificates and other permits required for carrying out activities (if necessary).

2.4. The Reorganized Entities shall exchange documents and information necessary for discharge of their obligations assumed hereunder and imposed by the applicable legislation.

2.5. The Reorganized Entities shall bear the costs associated with the arrangement and holding of General Meetings of Shareholders (participants), as well as other Reorganization-related costs required, independently.

2.6. An application for state registration of reorganization completion shall be submitted to the agency in charge of state registration of legal entities after repeated placement of announcement on reorganization implemented in accordance with Clause 2.7 hereof and no earlier than the expiry of the term of appeal against reorganization decision in mass media publishing information on state registration of legal entities (Clause 1, Article 60.1, Civil Code of the Russian Federation).

2.7. In accordance with the resolutions on reorganization, MTS PJSC reorganized in the form of spin-off of MWS-1 LLC therefrom takes the following actions over the course of Reorganization:

- Notify in writing the authorized state body performing state registration of legal entities of the beginning of the reorganization procedure, indicating the form of reorganization, within 3 (three) business days after the resolution on reorganization is adopted;
- After an entry on the commencement of the reorganization procedure has been made to the Unified State Register of Legal Entities, MTS PJSC shall publish a notice of reorganization twice, at monthly intervals, in mass media outlets publishing information on the state registration of legal entities, on behalf of all reorganized entities.

2.8. Satisfaction of creditor claims is carried out at the expense of property of the Reorganized Entities individually.

2.9. The Reorganized Entities represented by the relevant governing bodies acting within their competence established by the legislation of the Russian Federation and constituent documents shall perform the following:

2.9.1. provide organizational, methodological and other assistance, as well as assist each other in preparing all documents and conducting the Merger;

2.9.2. conduct an inventory in accordance with the requirements of the legislation of the Russian Federation;

2.9.3. exercise control over the transfer of property, rights and obligations to the Principal Entity in the order of succession;

2.9.4. take necessary actions, provide necessary documents to approve the Reorganization with the public authorities.

2.10. Reorganization shall be deemed completed once an entry on business termination of the Merged Entity is made to the USRLE.

III. AUTHORIZED CAPITAL SHARES OF THE PRINCIPAL ENTITY AND STAKES OF THE MERGED ENTITY

3.1. As of the date of concluding this Agreement, the authorized capital of the Principal Entity amounts to RUB 1 000 000 000 (One billion) and consists of 1 000 000 000 (One billion) ordinary shares with par value of RUB 1 (One) each.

3.2. The authorized capital of the Merged Entity is formed in the amount of RUB 5 000 000 (Five million). The sole member of MWS-1 LLC is MTS PJSC (PSRN 1027700149124)

IV. EXCHANGE OF STAKES. PLACEMENT OF ADDITIONAL SHARES

4.1. The Principal Entity issues additional ordinary shares in the amount required for the exchange of stakes of MWS-1 LLC members in the authorized capital of MWS-1 LLC for the shares of the Principal Entity and determined by the resolution of the General Meeting of Shareholders/Sole Shareholder of the Principal Entity.

4.2. All the stakes owned by MWS-1 LLC members in the authorized capital of MWS-1 LLC are subject to exchange for additional ordinary shares of MWS JSC in the manner and under the terms provided for herein.

4.3. The Parties establish the following procedure for the exchange of stakes of MWS-1 LLC members in the authorized capital of MWS-1 LLC for the shares of the Principal Entity placed during the Reorganization:

- Upon merger, the members' stakes in the authorized capital of **MTS Web Services-1** Limited Liability Company are exchanged for additional ordinary shares of Joint Stock Company "MTS Web Services".
- Exchange is the method used for placement (exchange for additional shares of the members' interest in the authorized capital of the merged limited liability company).
- The stake in the authorized capital of **MTS Web Services-1** Limited Liability Company owned by the Sole Member being Mobile TeleSystems Public Joint Stock Company (PSRN 1027700149124) in the amount of RUB 5 000 000 (Five million), which is 100 % of the authorized capital of **MTS Web Services-1** Limited Liability Company, is exchanged for 5 000 000 (Five million) additional ordinary shares of Joint Stock Company "MTS Web Services" with par value of RUB 1 (One) each.
Herewith, each 1 / 5 000 000 part of the stake in the authorized capital of MWS-1 LLC is exchanged for 1 (One) additional ordinary share of MWS JSC with par value of RUB 1 (one) each.
- The shares of Joint Stock Company "MTS Web Services" shall be deemed placed in accordance with the resolution on reorganization in the form of merger, including the merger agreement, on the day of making an entry to the Unified State Register of Legal Entities on business termination of the Merged Entity.

4.4. The authorized capital of MWS JSC upon completion of the Reorganization will be increased by the total par value of additional shares of MWS JSC placed by exchange (exchange of member stakes in the authorized capital of the merged limited liability company for additional shares).

V. SUCCESSION

5.1. After the Reorganization, MWS JSC becomes the legal successor of MTS PJSC reorganized in the form of spin-off of MWS-1 LLC and the Merged Entity in terms of rights and obligations specified in the deed of transfer of MTS PJSC reorganized in the form of

spin-off of MWS-1 LLC carried out simultaneously with the reorganization in the form of merger of MWS-1 LLC with MWS JSC.

5.2. Succession shall be certified with a document issued by the state registration authority and containing data from the USRLE on reorganization of the Principal Entity via merger with the Merged Entity and the documents of the Merged Entity detailing the respective property, rights and obligations, which became the subject of succession (contracts, certificates, etc.).

5.3. The assets of the Merged Entity shall be transferred at the residual value stated in the accounting of the Merged Entity as at the date of incorporation.

VI. AGREEMENT TERM

6.1. This Agreement takes effect from the date of its signing by the Parties.

6.2. This Agreement shall be deemed terminated upon:

6.2.1. making an entry to the USRLE on business termination of the Merged Entity by reorganization via merger with the Principal Entity (in the event of Reorganization process completion);

6.2.2. making an entry to the USRLE on cancelling the earlier resolution on Reorganization (in the event when a resolution on cancelling reorganization is adopted pursuant to the legally established procedure).

6.3. After due approval hereof, the Parties may not unilaterally refuse to reorganize the Principal Entity and the Merged Entity via merger of MWS-1 LLC with MWS JSC, except for the cases stipulated by law.

6.4. The Parties shall be liable for any failure to perform or improper performance hereunder in accordance with the law.

VII. CONFIDENTIALITY

7.1. Each Party shall protect the confidentiality of any information received or disclosed in relation hereto, except when such disclosure is supported with the written instruction or consent of the other Party, or is required by applicable legislation or is enforced by court or any other state authority or regulator (including stock exchanges where the securities of any Party are traded), or is necessary for any court or arbitration proceeding, and except for when such information becomes known to general public (not through violation of this Agreement).

VIII. AMENDMENTS AND/OR ADDITIONS TO THE AGREEMENT

8.1. This Agreement may be amended and/or supplemented by the Parties during its term subject to mutual consent of all Parties and objective reasons behind such amendment and/or addition.

8.2. In all other aspects not regulated hereby, the Parties shall be guided by legal regulations of the Russian Federation.

8.3. Should the Parties hereto fail to reach consensus regarding bringing this Agreement in compliance with the changed circumstances (i.e. amending or supplementing this Agreement), this Agreement may be changed and/or modified at the request of the

concerned party based on the court judgement only subject to conditions as established by the law in effect.

8.4. Consequences caused by amendments and/or additions hereto shall be determined by mutual agreement of the Parties or by court at the request of one of the Parties hereto.

8.5. Any agreements of the Parties on amending and/or supplementing this Agreement shall not be valid unless made in writing and signed by the Parties hereto.

IX. SIGNATURES OF THE PARTIES

9.1. This Agreement is signed in Moscow on _____, 2021.

9.2. This agreement is made in 3 (three) original counterparts of equal legal force, one copy for each Party and 1 (one) for the registering authority.

9.3. Signatures of the Parties:

Joint Stock Company "MTS Web Services"

CEO I. A. Egorov

L.S.

MTS Web Services-1 Limited Liability Company

President, MTS PJSC, V. K. Nikolaev

L.S.