

**FORM NO. 1 FOR SHAREHOLDERS — LEGAL ENTITIES  
(SHARES NOT CLEARED IN EUROCLEAR)**  
*(Beginning of the form)*

**To LLC “Stream Digital”**  
having its registered office at:  
office 1, Vorontsovskaya st. 8, bld. 4A,  
Moscow, 109044, Russian Federation  
(the “**Purchaser**”)  
by e-mail tender@mtsgsm.com

**OFFER FOR THE SALE OF SHARES**  
(the “**Offer**”)

*Details of the Seller*

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Full legal name: \_\_\_\_\_

Details of state registration: \_\_\_\_\_  
*number and date of registration, issuing authority, registration number (for foreign legal entities) or Tax ID (INN) and OGRN (for Russian legal entities)*

Registered office: \_\_\_\_\_

Postal address: \_\_\_\_\_  
*if differs from registered office address*

Telephone Number (including international code): \_\_\_\_\_

E-mail: \_\_\_\_\_  
*specify the email to be used to dispatch this Offer and receive documents and notices in connection with this Offer*

hereinafter referred to as the “**Seller**”, being a holder of ordinary shares of Public Joint Stock Company Mobile TeleSystems (registration number (OGRN): 1027700149124; Tax ID (INN): 7740000076; registration address: Marksistskaya st. 4, Moscow, 109147, Russian Federation; state registration number of the share issue: 1-01-04715-A, ISIN: RU0007775219; a nominal value of one share: 0.1 Russian ruble) (the “**Shares**”), hereby submits an offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “**Purchase Price**”) in the quantity of up to:

\_\_\_\_\_ (the “**Offered Shares**”)  
*quantity in numbers and words*

which are registered on the Depo Account(s) or Depository Receipt Program Custody Account specified in Schedule hereto.

We elect to receive the Total Purchase Price (as defined below) in:				
<b>Currency:</b>	Chinese renminbi (CNY)	Euro	Russian rubles	UAE Dirham
<b>Priority Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>First-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Second-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Third-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*(please tick as appropriate subject to the conditions of payment specified immediately below)*

The Seller shall elect a priority currency (the “**Priority Currency**”) and may elect one or more fallback currency(ies) (the “**Fallback Currencies**”) in which it wishes to receive the Total Purchase Price. Accordingly, the Purchaser shall proceed with the payment of the full amount of the Total Purchase Price to the Seller in the following order:

- firstly, in the elected Priority Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;
- secondly, if elected, in the First-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;
- thirdly, if elected, in the Second-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen; or
- fourthly, if elected, in the Third-Pick Fallback Currency.

The Seller

The Purchaser

*signature*

*signature*

If, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in the Priority Currency (where it is the sole currency of payment elected by the Seller) or in all of the elected Priority Currency and Fallback Currencies (if any) or where the making of payments in such currency(ies) could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen, the Purchaser may initiate bilateral negotiations between the Purchaser and the Seller on the currency of payment of the Total Purchase Price. If such currency has not been agreed upon by the Agreement Date, the Purchaser has a right to reject the Seller's Offer.

The Seller

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*signature*

The Purchaser

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*signature*

Details of the Seller's Russian ruble, Euro, Chinese renminbi (CNY) and/or UAE Dirham bank account(s) with a Russian bank or with a bank or other financial institution outside of the Russian Federation for the transfer of funds in payment for the Accepted Shares (as defined below) (if you have elected more than one currency above, please specify the bank account for each elected currency):

**PRIORITY CURRENCY**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**FIRST-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**SECOND-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**THIRD-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

The Seller

The Purchaser

signature

signature

**I. By submitting this Offer, the Seller:**

**1. General**

- a. agrees that this Offer constitutes an offer (*офферта*) as defined in article 435 of the Civil Code of the Russian Federation and further agrees that such offer may be accepted by the Purchaser by 15 August 2024 (including that date), and the Seller cannot revoke this Offer until that date;
- b. agrees that once, if and when this Offer specifying the number of Shares to be purchased by the Purchaser from the Seller (the “**Accepted Shares**”) countersigned by the Purchaser has been dispatched to the Seller’s email address specified herein, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) a legal, valid, binding and enforceable Russian law-governed agreement for the purchase of the Accepted Shares between the Purchaser and the Seller on the terms and conditions set out herein will be deemed to have been concluded and become effective, including all representations specified herein (the “**Agreement**”), and the date of such dispatch will be the date of the Agreement (the “**Agreement Date**”). The Agreement Date will be specified by the Purchaser on the last page of this Offer;
- c. acknowledges that any Offered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth herein will not be accepted and paid for by the Purchaser (unless the relevant requirements have been waived by the Purchaser) and the Purchaser, subject to all applicable laws, will take all actions required of the Purchaser to return such Offered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Offered Shares can be transferred back to it; if the Seller’s Offered Shares have been returned, it will not receive interest, price difference, compensation for losses or any other form of compensation during the period of time when such Shares were held by the Purchaser;
- d. agrees to receive all documents and notices in connection with the Offer (including this Offer countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- e. agrees that the Seller shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Purchaser;
- f. agrees that the Seller will bear its own costs in connection with the entry into and performance of the Agreement;
- g. agrees that the Seller will not be entitled to any payment of accrued or other interest with respect to the Total Purchase Price under any circumstances and it will not receive compensation for losses or any other form of compensation in the event of a delay in the delivery of the Total Purchase Price to the Seller;
- h. undertakes to send two originals of the Offer and originals or notarized copies of other documents submitted to the Purchaser electronically in connection with the Offer by courier or post to LLC “Stream Digital” at office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation immediately after submitting this Offer;

**2. The Number of Shares Being Purchased**

confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Offered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Offered Shares due to proration;

**3. Seller’s Undertakings**

- a. undertakes to transfer the Accepted Shares to the Purchaser’s Depo Account which details are specified below by no later than the 5th (fifth) Business Day following the Agreement Date and undertakes not to transfer the Offered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Offered Shares;
- b. agrees that the Purchaser has a right to change the details of the Depo Account to which the Accepted Shares shall be transferred by notifying the Seller thereof via email before the Agreement Date;
- c. agrees that if the Accepted Shares are not transferred to the Purchaser’s Depo Account by no later than the 5th (fifth) Business Day following the Agreement Date, the Purchaser shall be entitled (but not obliged) to unilaterally terminate the Agreement by notice to the Seller. Unilateral termination becomes effective and the Agreement is considered to have ceased to have effect (been terminated) (without application to court) at the time when the Purchaser dispatches a notice of termination to the Seller’s email;
- d. agrees, that title to the Accepted Shares shall be transferred from the Seller to the Purchaser as of the moment when the Accepted Shares are credited to the Purchaser’s Depo Account. Unless Russian law provides otherwise, transfer of all rights attaching to the Accepted Shares, including, but not limited to, as to voting and distributions, shall occur simultaneously with the transfer of the title to the Accepted Shares;

**4. Purchase Price**

- a. agrees that the total Purchase Price for the Accepted Shares shall be calculated by the Purchaser by multiplying the number of the Accepted Shares and the Purchase Price (the “**Total Purchase Price**”);
- b. agrees that it will receive the Total Purchase Price for the Accepted Shares to its bank account which details are specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Depo Account specified below pursuant to the Agreement;

The Seller

signature

The Purchaser

signature

- c. confirms that the details of the bank account(s) specified above are true and correct and agrees that the Purchaser, without prejudice to the obligations to return the Offered Shares as set out above, shall not be liable for the failure to perform or improper performance of the obligation to pay for the Accepted Shares if such failure to perform or improper performance is caused by an error, misprint or inaccuracy in the Seller's bank account specified above, or if funds in payment for the Shares cannot be credited to the Seller's account specified above for any reason whatsoever beyond the control of the Purchaser or the Seller. In the event that funds in payment for the Accepted Shares cannot be credited to the Seller's account specified above (including for reasons of incorrect notification of bank account details), the Seller may clarify the details of the bank account to which funds should be credited in payment for the Shares, and in such case the responsibility for advising the correct bank account details shall rest with the Seller. To the extent any modifications or corrections to the account details are necessary, the Seller shall provide such correct or modified bank account details by notifying the Purchaser via email before the date of receipt of the Accepted Shares by the Purchaser at its Depo Account;
- d. agrees that Purchaser's obligation to pay for the Accepted Shares shall be deemed to have been duly discharged once the Total Purchase Price have been debited from the Purchaser's bank account;
- e. agrees that the provisions of article 488(5) of the Civil Code of the Russian Federation, which envisages a statutory pledge over the shares until payment, shall not apply to the Agreement;

## 5. Representations

- a. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, it is the legal holder of the Offered Shares and that the Offered Shares are fully paid, free from any restriction on transfer, encumbrance, rights and claims, charge (fixed or floating), mortgage, security, pledge, lien, option, equity, power of sale, hypothecation, trust, right of set off or other third party right or interest (legal or equitable), including any reservation or retention of title, right of pre-emption, right of first refusal, assignment by way of security or any other security interest of any kind, howsoever created or arising or any other agreement or arrangement, including a sale and repurchase agreement, having a similar effect, attachments, court, administrative, arbitration or out-of-court dispute;
- b. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Seller is aware, but excluding the approval of the Government Commission on Control for Effectuation of Foreign Investments in the Russian Federation procured by the Purchaser) required for the Seller to execute and perform the Agreement and transactions contemplated thereby (provided that the Seller agrees to furnish to the Purchaser such consents and approvals (or evidence that these are not required)); (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Seller is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Seller and will not violate any provisions of the foundation and internal documents of the Seller; (iv) all copy documents delivered to the Purchaser as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate); (v) the Seller is not a Sanctioned Person (as defined in the Tender Offer Memorandum dated 27 April 2024 available at available on the website [https://ir.mts.ru/tender\\_offer](https://ir.mts.ru/tender_offer)).
- c. For the avoidance of doubt, the Seller does not give to the Purchaser any representations other than those provided herein.

## II. By countersigning this Offer, the Purchaser:

### 1. General

- a. agrees that the dispatch of this Offer specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller's email address shall constitute an acceptance (*акцепт*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Offer specifying the number of the Accepted Shares countersigned by the Purchaser has been dispatched to the Seller's email address, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified herein, on the Agreement Date;
- c. agrees that the Purchaser shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Seller;

### 2. Purchaser's Undertakings

- a. undertakes to transfer the Total Purchase Price for the Accepted Shares to the Seller's bank account which details specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Depo Account specified below pursuant to Agreement;
- b. agrees that the Purchaser will bear its own costs in connection with the entry into and performance of the Agreement;

### 3. Representations

represents to the Seller (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing

The Seller

signature

The Purchaser

signature

pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Purchaser is aware) required for the Purchaser to execute and perform the Agreement and transactions contemplated thereby; (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Purchaser is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Purchaser and will not violate any provisions of the foundation and internal documents of the Purchaser; (iv) all copy documents delivered to the Seller as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate). For the avoidance of doubt, the Purchaser does not give to the Seller any representations other than those provided herein.

For the Purposes of this Offer, “**Business Day**” means a day on which banks are open in Moscow (Russian Federation) for normal business (other than a Saturday, Sunday and public holidays specified in the National Holidays and Non-Business Days Calendars for 2024 available at <http://www.consultant.ru/law/ref/calendar/proizvodstvennye/>).

### III. Arbitration Clause

By countersigning this Offer, the Purchaser and the Seller (collectively, the “**Parties**” and individually, the “**Party**”) agree that any dispute, controversy or claim arising out of, relating to or in connection with this Offer or the Agreement, including any question relating to their performance, breach, termination or invalidity, shall be referred to and finally resolved as follows:

1. The Parties undertake to use their reasonable endeavours to settle amicably any dispute, controversy, difference or claim arising out of or relating to any Transaction Document, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”). Therefore, before referring to arbitration any Party must notify by international courier or registered mail to all other relevant Parties its wish to try to settle amicably the Dispute. Such notice shall include a statement of the Dispute (the “**Notice**”). The Parties undertake to involve their senior management in any effort to try to settle amicably the Dispute.
2. Failing an amicable settlement within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party shall have the right in its sole and absolute discretion to refer any Dispute to be finally resolved by binding arbitration in accordance with this Article III by notice by international courier or registered mail to the other Parties and the relevant arbitration institution (“**Notice of Arbitration**”).
3. The law governing this arbitration agreement (Article III in its entirety) shall be Russian law.
4. The Parties expressly agree that unless and until a valid RAC Election Notice (as defined below) has been served by a Party on each other Party in accordance with Clause III.5, each Dispute shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong-Kong, PRC.
5. If a Party has served a Notice with respect to a Dispute pursuant to Clause III.1 and the Parties have failed to reach an amicable settlement of the relevant Dispute within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party may serve written notice on the other Party (“**RAC Election Notice**”) if (and only if):
  - a) the Secretariat of the HKIAC rules in writing that it would be in breach of applicable Sanctions for HKIAC to administer the Dispute;
  - b) an arbitral tribunal constituted as per Clause III.4 rules in writing by a majority vote that it would be in breach of applicable Sanctions for such arbitral tribunal and/or the members of the arbitral tribunal to consider the Dispute; or
  - c) the Party serving such notice is precluded by any Sanctions applicable to such Party from serving a Notice of Arbitration under the HKIAC Rules, from designating an appropriate arbitrator who is a Neutral or from engaging an appropriate legal counsel who is a Neutral in accordance with the HKIAC Rules and this Article III, provided that such Party shall only be deemed to be precluded from designating an appropriate arbitrator or from engaging an appropriate legal counsel for the purposes of this Clause if (as applicable) at least ten (10) arbitrator candidates, who are Neutrals, compliant with the requirements of this Article III and the HKIAC Rules, or if number of such arbitrators who are Neutrals is less than ten then such number of arbitrator candidates who are Neutrals, or at least ten (10) law firms and/or barristers, in each case who are Neutrals, ranked in Bands 1 to 5 in the Dispute Resolution: Arbitration category or Commercial Dispute Resolution: The Bar category or Dispute Resolution: Litigation category of Chambers & Partners (<https://chambers.com/>) rankings for Asia-Pacific Region or Greater China Area (Hong Kong bar), or other region in which Hong Kong is included (or any subsequently equivalent chapter in Chambers & Partners), or if number of such ranked law firms and barristers, in each case who are Neutrals, is less than ten then such number of such law firms and barristers who are Neutrals, refuse to participate (including after designation or hiring) in an arbitration envisaged in Article III due to the effect of the Sanctions, which refusal must be evidenced in writing or by email, or if there are no such arbitrators, law firm and/or barrister who are Neutrals. A **Neutral** is an arbitrator, mediator, adjudicator, barrister or lawyer who is a national or resident of a country not affected by the relevant Sanctions or a law firm which does not have a presence in any country affected by the relevant Sanctions).
6. Upon a valid RAC Election Notice having been served by a Party on each other Party:
  - a) each Dispute shall be referred to and finally resolved by binding arbitration administered by the Russian Arbitration Center at the Russian Institute of Modern Arbitration (“**RAC**”) in accordance with the RAC Arbitration Rules (“**RAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Moscow, Russia;
  - b) any ongoing arbitration administered by the HKIAC shall be deemed withdrawn by an order of the arbitral tribunal or of the Secretariat of the HKIAC (if the arbitral tribunal has not yet been constituted) (as applicable) without prejudice to the right of the claimant(s) and/or respondent(s) to bring their claims/counterclaims before the RAC pursuant to Clause III.6.a);
  - c) any HKIAC arbitral tribunal constituted at the time of the relevant RAC Election Notice shall make no order as to costs beyond those already issued by such arbitral tribunal at the time of the RAC Election Notice;

The Seller

signature

The Purchaser

signature

- d) each Party agrees that the arbitral tribunal constituted under the RAC Rules, when issuing an award in respect of a Dispute, may decide in particular on the allocation between the Parties of the costs incurred in respect of any HKIAC arbitration withdrawn under to Clause III.6.b) and any arbitration under the RAC Rules commenced pursuant to Clause III.6.a); and
- e) any time period in a Transaction Document for bringing a claim shall be deemed to be complied with to the extent that it was complied with in a relevant HKIAC arbitration.
7. The following provisions shall apply to an arbitration under this Article III:
- a) The arbitration proceedings shall be conducted and administered in English language, whether in writing or in speech;
- b) All evidence, legal authorities, witness statements, experts reports as well as oral testimony established in a language other than English shall be accompanied by a translation thereof in English;
- c) The Parties agree that any arbitral hearings may be conducted in locations outside of the agreed seat of arbitration whether in Moscow (Russia), or in Hong Kong (PRC) or elsewhere, or by way of virtual or electronic hearings in accordance with applicable arbitration rules, but any agreement to conduct arbitral hearings outside of the agreed seat of arbitration, or to conduct virtual or electronic hearings, shall not be deemed as an agreement or recognition by the Parties that the venue of these hearings shall be the seat of arbitration;
- d) To the fullest extent permitted by any relevant law, and without prejudice to the generality of Clause III.7.i), the Parties hereby waive any rights of application or appeal to, and relinquish any rights to resist recognition or object to enforcement in, any national courts in connection with any Dispute on the basis, including but not limited to, that any provision of Article III is invalid or challengeable, that the arbitrators were not validly appointed, that the arbitrators and/or the relevant arbitration institution do not have authority or competence, that the seat of arbitration was or is not in fact in Moscow, Russia, or Hong Kong, PRC, or otherwise, in each case as a result of the arbitration taking place outside of the agreed seat of arbitration as permitted by Clause III.7.c) or on any other basis;
- e) There shall be three arbitrators, all of whom shall be fluent in English;
- f) Each of the arbitrators shall be designated and appointed in accordance with the applicable arbitration rules. Each of the Parties shall designate one arbitrator to be appointed by the relevant arbitration institution that applies at the relevant time in accordance with the applicable provisions of Article III, and the two arbitrators so appointed shall designate the third arbitrator who shall serve as chairperson of the arbitral tribunal (and in the event that the two Party-designated arbitrators shall fail to designate the third arbitrator within 30 days of the last of their appointments, the third arbitrator shall be appointed in accordance with the applicable arbitration rules);
- g) To the fullest extent permitted by any relevant law, the Parties hereby expressly waive any rights of application or appeal to any national courts concerning the appointment or authority of any arbitrator, or the disqualification, termination or substitution of any arbitrator, or challenge of the decision of an arbitral tribunal on its competence to hear the Dispute, or any similar matter, or concerning any application or appeal against any award issued by the arbitral tribunal on the basis of any of the above. This Clause III.7.g) shall be treated as an express agreement between the Parties within the meaning of articles 11(3), 11(4), 13(3), 14(1) and 16(3) of the Law of the Russian Federation No. 5338-1 "On International Commercial Arbitration" dated 7 July 1993 (as amended from time to time);
- h) In its award or awards, the arbitral tribunal shall (unless it considers such a ruling to be inappropriate in the circumstances of the Dispute) award the prevailing Party all of its reasonable out-of-pocket third-party expenses, including reasonable attorneys' fees and expenses and arbitral costs;
- i) To the fullest extent permitted by any relevant law, in connection with any Dispute, including in connection with any question of law arising in the course of the arbitration or any actual or alleged misinterpretation of law by the arbitrators, any question of the relevant arbitration institution's or the respective arbitral tribunal's authority to consider a Dispute, or with respect to any award made (including in relation to the relevant arbitration institution's or the respective arbitral tribunal's authority to consider a Dispute), except for actions to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award in any national court of competent jurisdiction as expressly permitted hereunder, the Parties hereby waive any rights of application or appeal to any national courts;
- j) The award shall be final and binding upon the Parties, their successors and assignees, and on any persons claiming through or under any of the Parties. The award may be entered and enforced in any national court having jurisdiction, and judgment upon the award rendered may be entered in any national court having jurisdiction. To the fullest extent permitted by any relevant law, the Parties hereby waive any right to challenge, annul, set aside or vacate any award on any grounds (including on the grounds that the award is against public policy) in any national courts;
- k) By agreeing to arbitration pursuant to this Article III, the Parties do not intend to deprive any national court or other governmental body or regulatory agency of its jurisdiction to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award, provided that the Parties agree that they may only seek such relief as is consistent with their agreement to resolve Disputes by way of arbitration. Each Party shall have the right to apply to any competent national court for an interim injunction or other interim relief or assistance in aid of the arbitration proceedings;
- l) For the avoidance of doubt, the arbitral tribunal shall have the authority to make orders for interim relief necessary to preserve the Parties' rights, including pre-arbitration attachments or injunctions pursuant to the applicable arbitration rules. The Parties agree that any ruling by the arbitral tribunal on interim measures shall be deemed to be a final award with respect to the subject matter of the ruling, shall be fully enforceable as such, and shall be binding on the Parties from the date it is made. The Parties undertake to carry out any ruling by the arbitral tribunal on interim measures immediately and without delay, and hereby incorporate any such ruling into their contractual relationship by virtue of this Article III;
- m) Save and to the extent that disclosure may be required by legal duty, to protect or pursue a legal right or to enforce an award in bona fide legal proceedings before a national court or other judicial authority, the Parties undertake as a general principle to keep confidential all awards, together with all materials created during and for the purpose of arbitration produced by any Party in the proceedings provided such documents are not in the public domain. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one Party to another, testimony or other oral submission and

The Seller

signature

The Purchaser

signature

any awards or decisions) shall not be disclosed beyond the arbitral tribunal, the relevant arbitration institution, the Parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise;

- n) All notices by one Party to another Party in connection with the arbitration shall be in accordance with the provisions of Article III except that no notice may be transmitted by facsimile.
8. If any Party fails to make any payment to the bank of the relevant arbitration institution where such payment is to satisfy the costs of the arbitration procedure or the fees of any arbitrators for the purposes of any arbitration initiated pursuant to this Article III, including where the respective bank refuses or is prohibited under Applicable Law from accepting any payment from any such Party ( "**Non-Paying Party**" ), any other Party to such arbitration shall be entitled to pay any amount that has been requested from, but has not been paid by, the Non-Paying Party in order to ensure that the arbitration procedure may continue. If any such other Party ("**Paying Party**") does make any such payment, notwithstanding anything in Clause III.7.h) to the contrary:
- a) each of the Parties agrees that such Paying Party shall be entitled to recover the amount of such payment from the Non-Paying Party immediately after such payment is made and that in the event that the costs are not recovered prior to the final award, the final award (regardless of the Party in whose favour it is made as regards the Dispute itself) shall include an obligation on the Non-Paying Party to pay such amount to the Paying Party; and
- b) Non-Paying Party shall hereby be obliged to pay to the Paying Party on demand an amount equal to the sum that the Paying Party has actually paid, together with any costs and expenses of recovery incurred by the Paying Party.
9. In each case where the Parties agree hereunder to waive any rights of application or appeal to any national courts, they also commit not to cause, encourage, assist or request, directly or indirectly, any third parties, including their Affiliates, any Authorities, or any other parties, to make any such claims on their behalf or in their interest.
10. Any reference in this Article III to an "award" shall be construed as broadly as possible and shall be a reference to any act of the arbitral tribunal, including any order, ruling or any other type of act.
11. For the purposes of this Article III, "**Restrictive Measures**" means economic or financial sanctions or trade embargoes, requirements regulations or restrictive measures imposed, administered, enacted or enforced from time to time the United Nations Security Council, by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the European Union (or any member state thereof), the United Kingdom, Switzerland or Hong Kong (PRC).

The Seller

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*signature*

The Purchaser

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*signature*



**SCHEDULE  
SELLER'S DEPO ACCOUNT(S) (DEPOSITARY RECEIPT PROGRAM CUSTODY ACCOUNT)**

**IF YOU HAVE MORE THAN ONE ACCOUNT THROUGH WHICH THE OFFERED SHARES ARE HELD PLEASE  
DUPLICATE THE BELOW FORM AS NECESSARY WITHOUT ANY MODIFICATIONS THERETO**

**Depo Account or Depositary Receipt Program Custody Account in which the Offered Shares are held**

*to be completed by the Seller*

Local Custodian Name:	_____	
NSD Code:	_____	
Local Custodian SWIFT (if applicable):	_____	
Local Custodian's account at NSD:	_____	
Name of the delivering party, account at the local Custodian:	_____	
Number of Shares offered from this account:	Up to _____	
<i>Please confirm when Shares offered from this account (or ADRs converted into such Shares) were purchased:</i>	Before or on 1 March 2022	After 1 March 2022
	<input type="checkbox"/>	<input type="checkbox"/>

*to be completed by the Purchaser*

Number of Shares accepted by the Purchaser from this account:	_____
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**You must instruct your broker, dealer, bank, custodian, trust company or other nominee who holds the Accepted Shares on your behalf to procure that NPO JSC National Settlement Depository ("NSD") direct participant includes the following statement in the field "Additional Information" of the transfer instruction relating to the Accepted Shares submitted by the direct participant to NSD: "The transfer pursuant to the approval of the Government Commission dated 27 April 2024".**

The Seller

\_\_\_\_\_  
*signature*

The Purchaser

\_\_\_\_\_  
*signature*

**THE SELLER**

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or  
(ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Seller*

Date of the offer: \_\_\_\_\_

**THE PURCHASER**

The Purchaser hereby accepts the offer of the Seller and agrees to purchase the Shares in the quantity of:

\_\_\_\_\_ (the Accepted Shares)  
*quantity in numbers and words*

The total Purchase Price in Russian rubles for the Accepted Shares is:

\_\_\_\_\_ (the Total Purchase Price)  
*price in numbers and words*

**Details of the Purchaser:**

Company name: Limited Liability Company "Stream Digital";  
Registration number (OGRN): 5157746197791  
Tax ID (INN): 7702395874  
Registration address: office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation  
**Depo Account:** Local Custodian Name: Raiffeisen Bank  
NSD Code: MC0054300000  
Local Custodian SWIFT: RZBMRUMM  
Local Custodian's account at NSD: TL1212180342/0000000000000000  
Name of the delivering party, account at the local Custodian: K406818170008 ifo Stream Digital  
**Trade date:** \_\_\_\_\_  
*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD*  
**Settlement date:** \_\_\_\_\_  
*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD*  
**email:** [tender@mtsgsm.com](mailto:tender@mtsgsm.com)  
*to be used to receive this Offer and dispatch documents and notices in connection with the Offer*

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or  
(ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Purchaser*

Date of the acceptance  
(Agreement Date): \_\_\_\_\_

**(End of the form)**

The Seller

\_\_\_\_\_  
*signature*

The Purchaser

\_\_\_\_\_  
*signature*

**FORM NO. 2 FOR SHAREHOLDERS — INDIVIDUALS  
(SHARES NOT CLEARED IN EUROCLEAR)  
(Beginning of the form)**

**To LLC “Stream Digital”**  
having its registered office at:  
office 1, Vorontsovskaya st. 8, bld. 4A,  
Moscow, 109044, Russian Federation  
(the “Purchaser”)  
by e-mail [tender@mtsgsm.com](mailto:tender@mtsgsm.com)

**OFFER FOR THE SALE OF SHARES  
(“Offer”)**

*Details of the Seller*

Full name of individual shareholder: \_\_\_\_\_

I.D. document: \_\_\_\_\_  
*name of document, series, number, issuing country and date of issue*

Residential address (registration): \_\_\_\_\_  
\_\_\_\_\_

Postal address: \_\_\_\_\_  
*if differs from residential office address*

Telephone Number (including international code): \_\_\_\_\_

E-mail: \_\_\_\_\_  
*specify the email to be used to dispatch this Offer and receive documents and notices in connection with this Offer*

hereinafter referred to as the “Seller”, being a holder of ordinary shares of Public Joint Stock Company Mobile TeleSystems (registration number (OGRN): 1027700149124; Tax ID (INN): 7740000076; registration address: Marksistskaya st. 4, Moscow, 109147, Russian Federation; state registration number of the share issue: 1-01-04715-A, ISIN: RU0007775219; a nominal value of one share: 0.1 Russian ruble) (the “Shares”) hereby submits an offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to:

\_\_\_\_\_ (the “Offered Shares”)  
*quantity in numbers and words*

which are registered on the Depo Account(s) specified in Schedule hereto.

I elect to receive the Total Purchase Price (as defined below) in:				
Currency:	Chinese renminbi (CNY)	Euro	Russian rubles	UAE Dirham
<b>Priority Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>First-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Second-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Third-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(please tick as appropriate subject to the conditions of payment specified immediately below)</i>				
<p>The Seller shall elect a priority currency (the “Priority Currency”) and may elect one or more fallback currency(ies) (the “Fallback Currencies”) in which it wishes to receive the Total Purchase Price. Accordingly, the Purchaser shall proceed with the payment of the full amount of the Total Purchase Price to the Seller in the following order:</p> <ul style="list-style-type: none"> <li>• firstly, in the elected Priority Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;</li> <li>• secondly, if elected, in the First-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;</li> <li>• thirdly, if elected, in the Second-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen; or</li> <li>• fourthly, if elected, in the Third-Pick Fallback Currency.</li> </ul>				

If, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in the Priority Currency (where it is the sole currency of payment elected by the Seller) or in all of the elected Priority Currency and Fallback Currencies (if any) or where the making of payments in such currency(ies) could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen, the Purchaser may initiate bilateral negotiations between the Purchaser and the Seller on the currency of payment of the Total Purchase Price. If such currency has not been agreed upon by the Agreement Date, the Purchaser has a right to reject the Seller's Offer.

Details of the Seller's Russian ruble, Euro and/or Chinese renminbi (CNY) bank account(s) with a Russian bank or with a bank or other financial institution outside of the Russian Federation for the transfer of funds in payment for the Accepted Shares (as defined below):  
*(if you have elected more than one currency above, please specify the bank account for each elected currency)*

**PRIORITY CURRENCY**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**FIRST-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**SECOND-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**THIRD-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**I. By submitting this Offer, the Seller:**

**1. General**

- a. agrees that this Offer constitutes an offer (*оферта*) as defined in article 435 of the Civil Code of the Russian Federation and further agrees that such offer may be accepted by the Purchaser by 15 August 2024 (including that date), and the Seller cannot revoke this Offer until that date;
- b. agrees that once, if and when this Offer specifying the number of Shares to be purchased by the Purchaser from the Seller (the “**Accepted Shares**”) countersigned by the Purchaser has been dispatched to the Seller’s email address specified herein, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) a legal, valid, binding and enforceable Russian law-governed agreement for the purchase of the Accepted Shares between the Purchaser and the Seller on the terms and conditions set out herein will be deemed to have been concluded and become effective, including all representations specified herein (the “**Agreement**”), and the date of such dispatch will be the date of the Agreement (the “**Agreement Date**”). The Agreement Date will be specified by the Purchaser on the last page of this Offer;
- c. acknowledges that any Offered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth herein will not be accepted and paid for by the Purchaser (unless the relevant requirements have been waived by the Purchaser) and the Purchaser, subject to all applicable laws, will take all actions required of the Purchaser to return such Offered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Offered Shares can be transferred back to it; if the Seller’s Offered Shares have been returned, it will not receive interest, price difference, compensation for losses or any other form of compensation during the period of time when such Shares were held by the Purchaser;
- d. agrees to receive all documents and notices in connection with the Offer (including this Offer countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- e. agrees that the Seller shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Purchaser;
- f. agrees that the Seller will bear its own costs in connection with the entry into and performance of the Agreement;
- g. agrees that the Seller will not be entitled to any payment of accrued or other interest with respect to the Total Purchase Price under any circumstances and it will not receive compensation for losses or any other form of compensation in the event of a delay in the delivery of the Total Purchase Price to the Seller;
- h. undertakes to send two originals of the Offer and originals or notarized copies of other documents submitted to the Purchaser electronically in connection with the Offer by courier or post to LLC “Stream Digital” at office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation immediately after submitting this Offer;

**2. The Number of Shares Being Purchased**

confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Offered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Offered Shares due to proration;

**3. Seller’s Undertakings**

- a. undertakes to transfer the Accepted Shares to the Purchaser’s Depo Account which details are specified below by no later than the 5th (fifth) Business Day following the Agreement Date and undertakes not to transfer the Offered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Offered Shares;
- b. agrees that the Purchaser has a right to change the details of the Depo Account to which the Accepted Shares shall be transferred by notifying the Seller thereof via email before the Agreement Date;
- c. agrees that if the Accepted Shares are not transferred to the Purchaser’s Depo Account by no later than the 5th (fifth) Business Day following the Agreement Date, the Purchaser shall be entitled (but not obliged) to unilaterally terminate the Agreement by notice to the Seller. Unilateral termination becomes effective and the Agreement is considered to have ceased to have effect (been terminated) (without application to court) at the time when the Purchaser dispatches a notice of termination to the Seller’s email;
- d. agrees, that title to the Accepted Shares shall be transferred from the Seller to the Purchaser as of the moment when the Accepted Shares are credited to the Purchaser’s Depo Account. Unless Russian law provides otherwise, transfer of all rights attaching to the Accepted Shares, including, but not limited to, as to voting and distributions, shall occur simultaneously with the transfer of the title to the Accepted Shares;

**4. Purchase Price**

- a. agrees that the total Purchase Price for the Accepted Shares shall be calculated by the Purchaser by multiplying the number of the Accepted Shares and the Purchase Price (the “**Total Purchase Price**”);
- b. agrees that it will receive the Total Purchase Price for the Accepted Shares to its bank account which details are specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank

of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Depo Account specified below pursuant to the Agreement;

- c. confirms that the details of the bank account(s) specified above are true and correct and agrees that the Purchaser, without prejudice to the obligations to return the Offered Shares as set out above, shall not be liable for the failure to perform or improper performance of the obligation to pay for the Accepted Shares if such failure to perform or improper performance is caused by an error, misprint or inaccuracy in the Seller's bank account specified above, or if funds in payment for the Shares cannot be credited to the Seller's account specified above for any reason whatsoever beyond the control of the Purchaser or the Seller. In the event that funds in payment for the Accepted Shares cannot be credited to the Seller's account specified above (including for reasons of incorrect notification of bank account details), the Seller may clarify the details of the bank account to which funds should be credited in payment for the Shares, and in such case the responsibility for advising the correct bank account details shall rest with the Seller. To the extent any modifications or corrections to the account details are necessary, the Seller shall provide such correct or modified bank account details by notifying the Purchaser via email before the date of receipt of the Accepted Shares by the Purchaser at its Depo Account;
- d. agrees that Purchaser's obligation to pay for the Accepted Shares shall be deemed to have been duly discharged once the Total Purchase Price have been debited from the Purchaser's bank account;
- e. agrees that the provisions of article 488(5) of the Civil Code of the Russian Federation, which envisages a statutory pledge over the shares until payment, shall not apply to the Agreement;

## 5. Representations

- a. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, it is the legal holder of the Offered Shares and that the Offered Shares are fully paid, free from any restriction on transfer, encumbrance, rights and claims, charge (fixed or floating), mortgage, security, pledge, lien, option, equity, power of sale, hypothecation, trust, right of set off or other third party right or interest (legal or equitable), including any reservation or retention of title, right of pre-emption, right of first refusal, assignment by way of security or any other security interest of any kind, howsoever created or arising or any other agreement or arrangement, including a sale and repurchase agreement, having a similar effect, attachments, court, administrative, arbitration or out-of-court dispute;
- b. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is not partially or fully deprived of legal capacity pursuant to the law applicable thereto; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Seller is aware, but excluding the approval of the Government Commission on Control for Effectuation of Foreign Investments in the Russian Federation procured by the Purchaser) required for the Seller to execute and perform the Agreement and transactions contemplated thereby (provided that the Seller agrees to furnish to the Purchaser such consents and approvals (or evidence that these are not required)); (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Seller is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Seller; (iv) all copy documents delivered to the Purchaser as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate); (v) the Seller is not a Sanctioned Person (as defined in the Tender Offer Memorandum dated 27 April 2024 available at available on the website [https://ir.mts.ru/tender\\_offer](https://ir.mts.ru/tender_offer)).
- c. For the avoidance of doubt, the Seller does not give to the Purchaser any representations other than those provided herein.

## II. By countersigning this Offer, the Purchaser:

### 1. General

- a. agrees that the dispatch of this Offer specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller's email address shall constitute an acceptance (*акцепт*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Offer specifying the number of the Accepted Shares countersigned by the Purchaser has been dispatched to the Seller's email address, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified herein, on the Agreement Date;
- c. agrees that the Purchaser shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Seller;

### 2. Purchaser's Undertakings

- a. undertakes to transfer the Total Purchase Price for the Accepted Shares to the Seller's bank account which details specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Depo Account specified below pursuant to the Agreement;
- b. agrees that the Purchaser will bear its own costs in connection with the entry into and performance of the Agreement;

### 3. Representations

represents to the Seller (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Purchaser is aware) required for the Purchaser to execute and perform the Agreement and transactions contemplated thereby; (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Purchaser is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Purchaser and will not violate any provisions of the foundation and internal documents of the Purchaser; (iv) all copy documents delivered to the Seller as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate). For the avoidance of doubt, the Purchaser does not give to the Seller any representations other than those provided herein.

For the Purposes of this Offer, “**Business Day**” means a day on which banks are open in Moscow (Russian Federation) for normal business (other than a Saturday, Sunday and public holidays specified in the National Holidays and Non-Business Days Calendars for 2024 available at <http://www.consultant.ru/law/ref/calendar/proizvodstvennye/>).

### III. Arbitration Clause

By countersigning this Offer, the Purchaser and the Seller (collectively, the “**Parties**” and individually, the “**Party**”) agree that any dispute, controversy or claim arising out of, relating to or in connection with this Offer or the Agreement, including any question relating to their performance, breach, termination or invalidity, shall be referred to and finally resolved as follows:

1. The Parties undertake to use their reasonable endeavours to settle amicably any dispute, controversy, difference or claim arising out of or relating to any Transaction Document, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”). Therefore, before referring to arbitration any Party must notify by international courier or registered mail to all other relevant Parties its wish to try to settle amicably the Dispute. Such notice shall include a statement of the Dispute (the “**Notice**”). The Parties undertake to involve their senior management in any effort to try to settle amicably the Dispute.
2. Failing an amicable settlement within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party shall have the right in its sole and absolute discretion to refer any Dispute to be finally resolved by binding arbitration in accordance with this Article III by notice by international courier or registered mail to the other Parties and the relevant arbitration institution (“**Notice of Arbitration**”).
3. The law governing this arbitration agreement (Article III in its entirety) shall be Russian law.
4. The Parties expressly agree that unless and until a valid RAC Election Notice (as defined below) has been served by a Party on each other Party in accordance with Clause III.5, each Dispute shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong-Kong, PRC.
5. If a Party has served a Notice with respect to a Dispute pursuant to Clause III.1 and the Parties have failed to reach an amicable settlement of the relevant Dispute within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party may serve written notice on the other Party (“**RAC Election Notice**”) if (and only if):
  - a) the Secretariat of the HKIAC rules in writing that it would be in breach of applicable Sanctions for HKIAC to administer the Dispute;
  - b) an arbitral tribunal constituted as per Clause III.4 rules in writing by a majority vote that it would be in breach of applicable Sanctions for such arbitral tribunal and/or the members of the arbitral tribunal to consider the Dispute; or
  - c) the Party serving such notice is precluded by any Sanctions applicable to such Party from serving a Notice of Arbitration under the HKIAC Rules, from designating an appropriate arbitrator who is a Neutral or from engaging an appropriate legal counsel who is a Neutral in accordance with the HKIAC Rules and this Article III, provided that such Party shall only be deemed to be precluded from designating an appropriate arbitrator or from engaging an appropriate legal counsel for the purposes of this Clause if (as applicable) at least ten (10) arbitrator candidates, who are Neutrals, compliant with the requirements of this Article III and the HKIAC Rules, or if number of such arbitrators who are Neutrals is less than ten then such number of arbitrator candidates who are Neutrals, or at least ten (10) law firms and/or barristers, in each case who are Neutrals, ranked in Bands 1 to 5 in the Dispute Resolution: Arbitration category or Commercial Dispute Resolution: The Bar category or Dispute Resolution: Litigation category of Chambers & Partners (<https://chambers.com/>) rankings for Asia-Pacific Region or Greater China Area (Hong Kong bar), or other region in which Hong Kong is included (or any subsequently equivalent chapter in Chambers & Partners), or if number of such ranked law firms and barristers, in each case who are Neutrals, is less than ten then such number of such law firms and barristers who are Neutrals, refuse to participate (including after designation or hiring) in an arbitration envisaged in Article III due to the effect of the Sanctions, which refusal must be evidenced in writing or by email, or if there are no such arbitrators, law firm and/or barrister who are Neutrals. A Neutral is an arbitrator, mediator, adjudicator, barrister or lawyer who is a national or resident of a country not affected by the relevant Sanctions or a law firm which does not have a presence in any country affected by the relevant Sanctions).
6. Upon a valid RAC Election Notice having been served by a Party on each other Party:
  - a) each Dispute shall be referred to and finally resolved by binding arbitration administered by the Russian Arbitration Center at the Russian Institute of Modern Arbitration (“**RAC**”) in accordance with the RAC Arbitration Rules (“**RAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Moscow, Russia;



- b) any ongoing arbitration administered by the HKIAC shall be deemed withdrawn by an order of the arbitral tribunal or of the Secretariat of the HKIAC (if the arbitral tribunal has not yet been constituted) (as applicable) without prejudice to the right of the claimant(s) and/or respondent(s) to bring their claims/counterclaims before the RAC pursuant to Clause III.6.a);
  - c) any HKIAC arbitral tribunal constituted at the time of the relevant RAC Election Notice shall make no order as to costs beyond those already issued by such arbitral tribunal at the time of the RAC Election Notice;
  - d) each Party agrees that the arbitral tribunal constituted under the RAC Rules, when issuing an award in respect of a Dispute, may decide in particular on the allocation between the Parties of the costs incurred in respect of any HKIAC arbitration withdrawn under to Clause III.6.b) and any arbitration under the RAC Rules commenced pursuant to Clause III.6.a); and
  - e) any time period in a Transaction Document for bringing a claim shall be deemed to be complied with to the extent that it was complied with in a relevant HKIAC arbitration.
7. The following provisions shall apply to an arbitration under this Article III:
- a) The arbitration proceedings shall be conducted and administered in English language, whether in writing or in speech;
  - b) All evidence, legal authorities, witness statements, experts reports as well as oral testimony established in a language other than English shall be accompanied by a translation thereof in English;
  - c) The Parties agree that any arbitral hearings may be conducted in locations outside of the agreed seat of arbitration whether in Moscow (Russia), or in Hong Kong (PRC) or elsewhere, or by way of virtual or electronic hearings in accordance with applicable arbitration rules, but any agreement to conduct arbitral hearings outside of the agreed seat of arbitration, or to conduct virtual or electronic hearings, shall not be deemed as an agreement or recognition by the Parties that the venue of these hearings shall be the seat of arbitration;
  - d) To the fullest extent permitted by any relevant law, and without prejudice to the generality of Clause III.7.i), the Parties hereby waive any rights of application or appeal to, and relinquish any rights to resist recognition or object to enforcement in, any national courts in connection with any Dispute on the basis, including but not limited to, that any provision of Article III is invalid or challengeable, that the arbitrators were not validly appointed, that the arbitrators and/or the relevant arbitration institution do not have authority or competence, that the seat of arbitration was or is not in fact in Moscow, Russia, or Hong Kong, PRC, or otherwise, in each case as a result of the arbitration taking place outside of the agreed seat of arbitration as permitted by Clause III.7.c) or on any other basis;
  - e) There shall be three arbitrators, all of whom shall be fluent in English;
  - f) Each of the arbitrators shall be designated and appointed in accordance with the applicable arbitration rules. Each of the Parties shall designate one arbitrator to be appointed by the relevant arbitration institution that applies at the relevant time in accordance with the applicable provisions of Article III, and the two arbitrators so appointed shall designate the third arbitrator who shall serve as chairperson of the arbitral tribunal (and in the event that the two Party-designated arbitrators shall fail to designate the third arbitrator within 30 days of the last of their appointments, the third arbitrator shall be appointed in accordance with the applicable arbitration rules);
  - g) To the fullest extent permitted by any relevant law, the Parties hereby expressly waive any rights of application or appeal to any national courts concerning the appointment or authority of any arbitrator, or the disqualification, termination or substitution of any arbitrator, or challenge of the decision of an arbitral tribunal on its competence to hear the Dispute, or any similar matter, or concerning any application or appeal against any award issued by the arbitral tribunal on the basis of any of the above. This Clause III.7.g) shall be treated as an express agreement between the Parties within the meaning of articles 11(3), 11(4), 13(3), 14(1) and 16(3) of the Law of the Russian Federation No. 5338-1 “On International Commercial Arbitration” dated 7 July 1993 (as amended from time to time);
  - h) In its award or awards, the arbitral tribunal shall (unless it considers such a ruling to be inappropriate in the circumstances of the Dispute) award the prevailing Party all of its reasonable out-of-pocket third-party expenses, including reasonable attorneys’ fees and expenses and arbitral costs;
  - i) To the fullest extent permitted by any relevant law, in connection with any Dispute, including in connection with any question of law arising in the course of the arbitration or any actual or alleged misinterpretation of law by the arbitrators, any question of the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute, or with respect to any award made (including in relation to the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute), except for actions to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award in any national court of competent jurisdiction as expressly permitted hereunder, the Parties hereby waive any rights of application or appeal to any national courts;
  - j) The award shall be final and binding upon the Parties, their successors and assignees, and on any persons claiming through or under any of the Parties. The award may be entered and enforced in any national court having jurisdiction, and judgment upon the award rendered may be entered in any national court having jurisdiction. To the fullest extent permitted by any relevant law, the Parties hereby waive any right to challenge, annul, set aside or vacate any award on any grounds (including on the grounds that the award is against public policy) in any national courts;
  - k) By agreeing to arbitration pursuant to this Article III, the Parties do not intend to deprive any national court or other governmental body or regulatory agency of its jurisdiction to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award, provided that the Parties agree that they may only seek such relief as is consistent with their agreement to resolve Disputes by way of arbitration. Each Party shall have the right to apply to any competent national court for an interim injunction or other interim relief or assistance in aid of the arbitration proceedings;
  - l) For the avoidance of doubt, the arbitral tribunal shall have the authority to make orders for interim relief necessary to preserve the Parties’ rights, including pre-arbitration attachments or injunctions pursuant to the applicable arbitration rules. The Parties agree that any ruling by the arbitral tribunal on interim measures shall be deemed to be a final award with respect to the subject matter of the ruling, shall be fully enforceable as such, and shall be binding on the Parties from the date it is made. The Parties

undertake to carry out any ruling by the arbitral tribunal on interim measures immediately and without delay, and hereby incorporate any such ruling into their contractual relationship by virtue of this Article III;

- m) Save and to the extent that disclosure may be required by legal duty, to protect or pursue a legal right or to enforce an award in bona fide legal proceedings before a national court or other judicial authority, the Parties undertake as a general principle to keep confidential all awards, together with all materials created during and for the purpose of arbitration produced by any Party in the proceedings provided such documents are not in the public domain. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one Party to another, testimony or other oral submission and any awards or decisions) shall not be disclosed beyond the arbitral tribunal, the relevant arbitration institution, the Parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise;
  - n) All notices by one Party to another Party in connection with the arbitration shall be in accordance with the provisions of Article III except that no notice may be transmitted by facsimile.
8. If any Party fails to make any payment to the bank of the relevant arbitration institution where such payment is to satisfy the costs of the arbitration procedure or the fees of any arbitrators for the purposes of any arbitration initiated pursuant to this Article III, including where the respective bank refuses or is prohibited under Applicable Law from accepting any payment from any such Party ( "**Non-Paying Party**" ), any other Party to such arbitration shall be entitled to pay any amount that has been requested from, but has not been paid by, the Non-Paying Party in order to ensure that the arbitration procedure may continue. If any such other Party ("**Paying Party**") does make any such payment, notwithstanding anything in Clause III.7.h) to the contrary:
- a) each of the Parties agrees that such Paying Party shall be entitled to recover the amount of such payment from the Non-Paying Party immediately after such payment is made and that in the event that the costs are not recovered prior to the final award, the final award (regardless of the Party in whose favour it is made as regards the Dispute itself) shall include an obligation on the Non-Paying Party to pay such amount to the Paying Party; and
  - b) Non-Paying Party shall hereby be obliged to pay to the Paying Party on demand an amount equal to the sum that the Paying Party has actually paid, together with any costs and expenses of recovery incurred by the Paying Party.
9. In each case where the Parties agree hereunder to waive any rights of application or appeal to any national courts, they also commit not to cause, encourage, assist or request, directly or indirectly, any third parties, including their Affiliates, any Authorities, or any other parties, to make any such claims on their behalf or in their interest.
10. Any reference in this Article III to an "award" shall be construed as broadly as possible and shall be a reference to any act of the arbitral tribunal, including any order, ruling or any other type of act.
11. For the purposes of this Article III, "**Restrictive Measures**" means economic or financial sanctions or trade embargoes, requirements regulations or restrictive measures imposed, administered, enacted or enforced from time to time the United Nations Security Council, by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the European Union (or any member state thereof), the United Kingdom, Switzerland or Hong Kong (PRC).

**SCHEDULE  
SELLER'S DEPO ACCOUNT(S)**

**IF YOU HAVE MORE THAN ONE ACCOUNT THROUGH WHICH THE OFFERED SHARES ARE HELD PLEASE  
DUPLICATE THE BELOW FORM AS NECESSARY WITHOUT ANY MODIFICATIONS THERETO**

**Depo Account in which the Offered Shares are held**

*to be completed by the Seller*

Local Custodian Name:		
NSD Code:		
Local Custodian SWIFT (if applicable):		
Local Custodian's account at NSD:		
Name of the delivering party, account at the local Custodian:		
Number of Shares offered from this account:	Up to	
<i>Please confirm when Shares offered from this account (or ADRs converted into such Shares) were purchased:</i>	Before or on 1 March 2022	After 1 March 2022
	<input type="checkbox"/>	<input type="checkbox"/>

*to be completed by the Purchaser*

Number of Shares accepted by the Purchaser from this account:	
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**You must instruct your broker, dealer, bank, custodian, trust company or other nominee who holds the Accepted Shares on your behalf to procure that NPO JSC National Settlement Depository ("NSD") direct participant includes the following statement in the field "Additional Information" of the transfer instruction relating to the Accepted Shares submitted by the direct participant to NSD: "The transfer pursuant to the approval of the Government Commission dated 27 April 2024".**

**THE SELLER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
*Name in full of the Seller or authorized representative acting on behalf of the Seller on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Seller*

Date of the offer: \_\_\_\_\_

**THE PURCHASER**

The Purchaser hereby accepts the offer of the Seller and agrees to purchase the Shares in the quantity of:

\_\_\_\_\_ (the Accepted Shares)  
*quantity in numbers and words*

The total Purchase Price in Russian rubles for the Accepted Shares is:

\_\_\_\_\_ (the Total Purchase Price)  
*price in numbers and words*

**Details of the Purchaser:**

Company name: Limited Liability Company "Stream Digital";

Registration number (OGRN): 5157746197791

Tax ID (INN): 7702395874

Registration address: office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation

**Depo Account:** Local Custodian Name: Raiffeisen Bank

NSD Code: MC0054300000

Local Custodian SWIFT: RZBMRUMM

Local Custodian's account at NSD: TL1212180342/000000000000000000

Name of the delivering party, account at the local Custodian: K406818170008 ifo Stream Digital

**Trade date:** \_\_\_\_\_  
*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD*

**Settlement date:** \_\_\_\_\_  
*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD*

**email:** [tender@mtsgsm.com](mailto:tender@mtsgsm.com)  
*to be used to receive this Offer and dispatch documents and notices in connection with the Offer*

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or (ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Purchaser*

Date of the acceptance (Agreement Date): \_\_\_\_\_

**(End of the form)**

**FORM NO. 3 FOR SHAREHOLDERS — LEGAL ENTITIES  
(SHARES CLEARED IN EUROCLEAR)**

*(Beginning of the form)*

**To LLC “Stream Digital”**  
having its registered office at:  
office 1, Vorontsovskaya st. 8, bld. 4A,  
Moscow, 109044, Russian Federation  
(the “Purchaser”)  
by e-mail [tender@mtsgsm.com](mailto:tender@mtsgsm.com)

**OFFER FOR THE SALE OF SHARES  
(the “Offer”)**

*Details of the Seller*

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Full legal name: \_\_\_\_\_

Details of state registration: \_\_\_\_\_  
*number and date of registration, issuing authority, registration number (for foreign legal entities) or  
Tax ID (INN) and OGRN (for Russian legal entities)*

Registered office: \_\_\_\_\_

Postal address: \_\_\_\_\_  
*if differs from registered office address*

Telephone Number (including international code): \_\_\_\_\_

E-mail: \_\_\_\_\_  
*specify the email to be used to dispatch this Offer and receive documents and notices in connection with  
this Offer*

hereinafter referred to as the “Seller”, being a holder of ordinary shares of Public Joint Stock Company Mobile TeleSystems (registration number (OGRN): 1027700149124; Tax ID (INN): 7740000076; registration address: Marksistskaya st. 4, Moscow, 109147, Russian Federation; state registration number of the share issue: 1-01-04715-A, ISIN: RU0007775219; a nominal value of one share: 0.1 Russian ruble) (the “Shares”) hereby submits an offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to:

\_\_\_\_\_ (the “Offered Shares”)  
*quantity in numbers and words*

which are registered on the Other Account(s) specified in Schedule hereto.

We elect to receive the Total Purchase Price (as defined below) in:				
<b>Currency:</b>	Chinese renminbi (CNY)	Euro	Russian rubles	UAE Dirham
<b>Priority Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>First-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Second-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Third-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>(please tick as appropriate subject to the conditions of payment specified immediately below)</i>				
The Seller shall elect a priority currency (the “Priority Currency”) and may elect one or more fallback currency(ies) (the “Fallback Currencies”) in which it wishes to receive the Total Purchase Price. Accordingly, the Purchaser shall proceed with the payment of the full amount of the Total Purchase Price to the Seller in the following order:				
<ul style="list-style-type: none"> <li>• firstly, in the elected Priority Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;</li> <li>• secondly, if elected, in the First-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;</li> <li>• thirdly, if elected, in the Second-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen; or</li> <li>• fourthly, if elected, in the Third-Pick Fallback Currency.</li> </ul>				

If, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in the Priority Currency (where it is the sole currency of payment elected by the Seller) or in all of the elected Priority Currency and Fallback Currencies (if any) or where the making of payments in such currency(ies) could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen, the Purchaser may initiate bilateral negotiations between the Purchaser and the Seller on the currency of payment of the Total Purchase Price. If such currency has not been agreed upon by the Agreement Date, the Purchaser has a right to reject the Seller's Offer.

Details of the Seller's Russian ruble, Euro, Chinese renminbi (CNY) and/or UAE Dirham bank account(s) with a Russian bank or with a bank or other financial institution outside of the Russian Federation for the transfer of funds in payment for the Accepted Shares (as defined below) (if you have elected more than one currency above, please specify the bank account for each elected currency):

**PRIORITY CURRENCY**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**FIRST-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**SECOND-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**THIRD-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**I. By submitting this Offer, the Seller:**

**1. General**

- a. agrees that this Offer constitutes an offer (оферта) as defined in article 435 of the Civil Code of the Russian Federation and further agrees that such offer may be accepted by 15 August 2024 (including that date), and the Seller cannot revoke this Offer until that date;
- b. agrees that once, if and when this Offer specifying the number of Shares to be purchased by the Purchaser from the Seller (the “**Accepted Shares**”) countersigned by the Purchaser has been dispatched to the Seller’s email address specified herein, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) a legal, valid, binding and enforceable Russian law-governed agreement for the purchase of the Accepted Shares between the Purchaser and the Seller on the terms and conditions set out herein will be deemed to have been concluded and become effective, including all representations specified herein (the “**Agreement**”), and the date of such dispatch will be the date of the Agreement (the “**Agreement Date**”). The Agreement Date will be specified by the Purchaser on the last page of this Offer;
- c. acknowledges that any Offered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth herein will not be accepted and paid for by the Purchaser (unless the relevant requirements have been waived by the Purchaser) and the Purchaser, subject to all applicable laws, will take all actions required of the Purchaser to return such Offered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Offered Shares can be transferred back to it; if the Seller’s Offered Shares have been returned, it will not receive interest, price difference, compensation for losses or any other form of compensation during the period of time when such Shares were held by the Purchaser;
- d. agrees to receive all documents and notices in connection with the Offer (including this Offer countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- e. agrees that the Seller shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Purchaser;
- f. agrees that the Seller will bear its own costs in connection with the entry into and performance of the Agreement;
- g. agrees that the Seller will not be entitled to any payment of accrued or other interest with respect to the Total Purchase Price under any circumstances and it will not receive compensation for losses or any other form of compensation in the event of a delay in the delivery of the Total Purchase Price to the Seller;
- h. undertakes to send two originals of the Offer and originals or notarized copies of other documents submitted to the Purchaser electronically in connection with the Offer by courier or post to LLC “Stream Digital” at office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation immediately after submitting this Offer;

**2. The Number of Shares Being Purchased**

confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Offered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Offered Shares due to proration;

**3. Seller’s Undertakings**

- a. undertakes to transfer the Accepted Shares to the Purchaser’s Other Account which details are specified below by no later than the 5th (fifth) Business Day following the Agreement Date and undertakes not to transfer the Offered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Offered Shares;
- b. agrees that the Purchaser has a right to change the details of the Other Account to which the Accepted Shares shall be transferred by notifying the Seller thereof via email;
- c. agrees that if the Accepted Shares are not transferred to the Purchaser’s Other Account by no later than the 5th (fifth) Business Day following the Agreement Date, the Purchaser shall be entitled (but not obliged) to unilaterally terminate the Agreement by notice to the Seller. Unilateral termination becomes effective and the Agreement is considered to have ceased to have effect (been terminated) (without application to court) at the time when the Purchaser dispatches a notice of termination to the Seller’s email;
- d. agrees, that title to the Accepted Shares shall be transferred from the Seller to the Purchaser as of the moment when the Accepted Shares are credited to the Purchaser’s Other Account. Unless Russian law provides otherwise, transfer of all rights attaching to the Accepted Shares, including, but not limited to, as to voting and distributions, shall occur simultaneously with the transfer of the title to the Accepted Shares;

**4. Purchase Price**

- a. agrees that the total Purchase Price for the Accepted Shares shall be calculated by the Purchaser by multiplying the number of the Accepted Shares and the Purchase Price (the “**Total Purchase Price**”);
- b. agrees that it will receive the Total Purchase Price for the Accepted Shares to its bank account which details are specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank



of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Other Account pursuant to Agreement;

- c. confirms that the details of the bank account(s) specified above are true and correct and agrees that the Purchaser, without prejudice to the obligations to return the Offered Shares as set out above, shall not be liable for the failure to perform or improper performance of the obligation to pay for the Accepted Shares if such failure to perform or improper performance is caused by an error, misprint or inaccuracy in the Seller's bank account specified above, or if funds in payment for the Shares cannot be credited to the Seller's account specified above for any reason whatsoever beyond the control of the Purchaser or the Seller. In the event that funds in payment for the Accepted Shares cannot be credited to the Seller's account specified above (including for reasons of incorrect notification of bank account details), the Seller may clarify the details of the bank account to which funds should be credited in payment for the Shares, and in such case the responsibility for advising the correct bank account details shall rest with the Seller. To the extent any modifications or corrections to the account details are necessary, the Seller shall provide such correct or modified bank account details by notifying the Purchaser via email before the date of receipt of the Accepted Shares by the Purchaser at its Other Account;
- d. agrees that Purchaser's obligation to pay for the Accepted Shares shall be deemed to have been duly discharged once the Total Purchase Price have been debited from the Purchaser's bank account;
- e. agrees that the provisions of article 488(5) of the Civil Code of the Russian Federation, which envisages a statutory pledge over the shares until payment, shall not apply to the Agreement;

## 5. **Representations**

- a. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, it is the legal holder of the Offered Shares and that the Offered Shares are fully paid, free from any restriction on transfer, encumbrance, rights and claims, charge (fixed or floating), mortgage, security, pledge, lien, option, equity, power of sale, hypothecation, trust, right of set off or other third party right or interest (legal or equitable), including any reservation or retention of title, right of pre-emption, right of first refusal, assignment by way of security or any other security interest of any kind, howsoever created or arising or any other agreement or arrangement, including a sale and repurchase agreement, having a similar effect, attachments, court, administrative, arbitration or out-of-court dispute;
- d. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Seller is aware, but excluding the approval of the Government Commission on Control for Effectuation of Foreign Investments in the Russian Federation procured by the Purchaser) required for the Seller to execute and perform the Agreement and transactions contemplated thereby (provided that the Seller agrees to furnish to the Purchaser such consents and approvals (or evidence that these are not required)); (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Seller is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Seller and will not violate any provisions of the foundation and internal documents of the Seller; (iv) all copy documents delivered to the Purchaser as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate); (v) the Seller is not a Sanctioned Person (as defined in the Tender Offer Memorandum dated 27 April 2024 available at available on the website [https://ir.mts.ru/tender\\_offer](https://ir.mts.ru/tender_offer)).
- b. For the avoidance of doubt, the Seller does not give to the Purchaser any representations other than those provided herein.

## II. **By countersigning this Offer, the Purchaser:**

### 1. **General**

- a. agrees that the dispatch of this Offer specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller's email address shall constitute an acceptance (*акцепт*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Offer specifying the number of the Accepted Shares countersigned by the Purchaser has been dispatched to the Seller's email address, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified herein, on the Agreement Date;
- c. agrees that the Purchaser shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Seller;

### 2. **Purchaser's Undertakings**

- a. undertakes to transfer the Total Purchase Price for the Accepted Shares to the Seller's bank account which details specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Other Account pursuant to the Agreement;
- b. agrees that the Purchaser will bear its own costs in connection with the entry into and performance of the Agreement;

### 3. Representations

represents to the Seller (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Purchaser is aware) required for the Purchaser to execute and perform the Agreement and transactions contemplated thereby; (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Purchaser is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Purchaser and will not violate any provisions of the foundation and internal documents of the Purchaser; (iv) all copy documents delivered to the Seller as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate). For the avoidance of doubt, the Purchaser does not give to the Seller any representations other than those provided herein.

For the Purposes of this Offer, “**Business Day**” means a day on which banks are open in Moscow (Russian Federation) for normal business (other than a Saturday, Sunday and public holidays specified in the National Holidays and Non-Business Days Calendars for 2024 available at <http://www.consultant.ru/law/ref/calendar/proizvodstvennye/>).

### III. Arbitration Clause

By countersigning this Offer, the Purchaser and the Seller (collectively, the “**Parties**” and individually, the “**Party**”) agree that any dispute, controversy or claim arising out of, relating to or in connection with this Offer or the Agreement, including any question relating to their performance, breach, termination or invalidity, shall be referred to and finally resolved as follows:

1. The Parties undertake to use their reasonable endeavours to settle amicably any dispute, controversy, difference or claim arising out of or relating to any Transaction Document, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”). Therefore, before referring to arbitration any Party must notify by international courier or registered mail to all other relevant Parties its wish to try to settle amicably the Dispute. Such notice shall include a statement of the Dispute (the “**Notice**”). The Parties undertake to involve their senior management in any effort to try to settle amicably the Dispute.
2. Failing an amicable settlement within 21 days of the date the Notice referred to in Clause III.1. is served on the relevant Party(ies), any Party shall have the right in its sole and absolute discretion to refer any Dispute to be finally resolved by binding arbitration in accordance with this Article III by notice by international courier or registered mail to the other Parties and the relevant arbitration institution (“**Notice of Arbitration**”).
3. The law governing this arbitration agreement (Article III in its entirety) shall be Russian law.
4. The Parties expressly agree that unless and until a valid RAC Election Notice (as defined below) has been served by a Party on each other Party in accordance with Clause III.5, each Dispute shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong-Kong, PRC.
5. If a Party has served a Notice with respect to a Dispute pursuant to Clause III.1. and the Parties have failed to reach an amicable settlement of the relevant Dispute within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party may serve written notice on the other Party (“**RAC Election Notice**”) if (and only if):
  - a) the Secretariat of the HKIAC rules in writing that it would be in breach of applicable Sanctions for HKIAC to administer the Dispute;
  - b) an arbitral tribunal constituted as per Clause III.4. rules in writing by a majority vote that it would be in breach of applicable Sanctions for such arbitral tribunal and/or the members of the arbitral tribunal to consider the Dispute; or
  - c) the Party serving such notice is precluded by any Sanctions applicable to such Party from serving a Notice of Arbitration under the HKIAC Rules, from designating an appropriate arbitrator who is a Neutral or from engaging an appropriate legal counsel who is a Neutral in accordance with the HKIAC Rules and this Article III, provided that such Party shall only be deemed to be precluded from designating an appropriate arbitrator or from engaging an appropriate legal counsel for the purposes of this Clause if (as applicable) at least ten (10) arbitrator candidates, who are Neutrals, compliant with the requirements of this Article III and the HKIAC Rules, or if number of such arbitrators who are Neutrals is less than ten then such number of arbitrator candidates who are Neutrals, or at least ten (10) law firms and/or barristers, in each case who are Neutrals, ranked in Bands 1 to 5 in the Dispute Resolution: Arbitration category or Commercial Dispute Resolution: The Bar category or Dispute Resolution: Litigation category of Chambers & Partners (<https://chambers.com/>) rankings for Asia-Pacific Region or Greater China Area (Hong Kong bar), or other region in which Hong Kong is included (or any subsequently equivalent chapter in Chambers & Partners), or if number of such ranked law firms and barristers, in each case who are Neutrals, is less than ten then such number of such law firms and barristers who are Neutrals, refuse to participate (including after designation or hiring) in an arbitration envisaged in Article IIIIII due to the effect of the Sanctions, which refusal must be evidenced in writing or by email, or if there are no such arbitrators, law firm and/or barrister who are Neutrals. A **Neutral** is an arbitrator, mediator, adjudicator, barrister or lawyer who is a national or resident of a country not affected by the relevant Sanctions or a law firm which does not have a presence in any country affected by the relevant Sanctions).
6. Upon a valid RAC Election Notice having been served by a Party on each other Party:
  - a) each Dispute shall be referred to and finally resolved by binding arbitration administered by the Russian Arbitration Center at the Russian Institute of Modern Arbitration (“**RAC**”) in accordance with the RAC Arbitration Rules (“**RAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Moscow, Russia;

- b) any ongoing arbitration administered by the HKIAC shall be deemed withdrawn by an order of the arbitral tribunal or of the Secretariat of the HKIAC (if the arbitral tribunal has not yet been constituted) (as applicable) without prejudice to the right of the claimant(s) and/or respondent(s) to bring their claims/counterclaims before the RAC pursuant to Clause III.6.a);
  - c) any HKIAC arbitral tribunal constituted at the time of the relevant RAC Election Notice shall make no order as to costs beyond those already issued by such arbitral tribunal at the time of the RAC Election Notice;
  - d) each Party agrees that the arbitral tribunal constituted under the RAC Rules, when issuing an award in respect of a Dispute, may decide in particular on the allocation between the Parties of the costs incurred in respect of any HKIAC arbitration withdrawn under to Clause III.6.b) and any arbitration under the RAC Rules commenced pursuant to Clause III.6.a); and
  - e) any time period in a Transaction Document for bringing a claim shall be deemed to be complied with to the extent that it was complied with in a relevant HKIAC arbitration.
7. The following provisions shall apply to an arbitration under this Article III:
- a) The arbitration proceedings shall be conducted and administered in English language, whether in writing or in speech;
  - b) All evidence, legal authorities, witness statements, experts reports as well as oral testimony established in a language other than English shall be accompanied by a translation thereof in English;
  - c) The Parties agree that any arbitral hearings may be conducted in locations outside of the agreed seat of arbitration whether in Moscow (Russia), or in Hong Kong (PRC) or elsewhere, or by way of virtual or electronic hearings in accordance with applicable arbitration rules, but any agreement to conduct arbitral hearings outside of the agreed seat of arbitration, or to conduct virtual or electronic hearings, shall not be deemed as an agreement or recognition by the Parties that the venue of these hearings shall be the seat of arbitration;
  - d) To the fullest extent permitted by any relevant law, and without prejudice to the generality of Clause III.7.i), the Parties hereby waive any rights of application or appeal to, and relinquish any rights to resist recognition or object to enforcement in, any national courts in connection with any Dispute on the basis, including but not limited to, that any provision of Article III is invalid or challengeable, that the arbitrators were not validly appointed, that the arbitrators and/or the relevant arbitration institution do not have authority or competence, that the seat of arbitration was or is not in fact in Moscow, Russia, or Hong Kong, PRC, or otherwise, in each case as a result of the arbitration taking place outside of the agreed seat of arbitration as permitted by Clause III.7.c) or on any other basis;
  - e) There shall be three arbitrators, all of whom shall be fluent in English;
  - f) Each of the arbitrators shall be designated and appointed in accordance with the applicable arbitration rules. Each of the Parties shall designate one arbitrator to be appointed by the relevant arbitration institution that applies at the relevant time in accordance with the applicable provisions of Article III, and the two arbitrators so appointed shall designate the third arbitrator who shall serve as chairperson of the arbitral tribunal (and in the event that the two Party-designated arbitrators shall fail to designate the third arbitrator within 30 days of the last of their appointments, the third arbitrator shall be appointed in accordance with the applicable arbitration rules);
  - g) To the fullest extent permitted by any relevant law, the Parties hereby expressly waive any rights of application or appeal to any national courts concerning the appointment or authority of any arbitrator, or the disqualification, termination or substitution of any arbitrator, or challenge of the decision of an arbitral tribunal on its competence to hear the Dispute, or any similar matter, or concerning any application or appeal against any award issued by the arbitral tribunal on the basis of any of the above. This Clause III.7.g) shall be treated as an express agreement between the Parties within the meaning of articles 11(3), 11(4), 13(3), 14(1) and 16(3) of the Law of the Russian Federation No. 5338-1 “On International Commercial Arbitration” dated 7 July 1993 (as amended from time to time);
  - h) In its award or awards, the arbitral tribunal shall (unless it considers such a ruling to be inappropriate in the circumstances of the Dispute) award the prevailing Party all of its reasonable out-of-pocket third-party expenses, including reasonable attorneys’ fees and expenses and arbitral costs;
  - i) To the fullest extent permitted by any relevant law, in connection with any Dispute, including in connection with any question of law arising in the course of the arbitration or any actual or alleged misinterpretation of law by the arbitrators, any question of the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute, or with respect to any award made (including in relation to the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute), except for actions to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award in any national court of competent jurisdiction as expressly permitted hereunder, the Parties hereby waive any rights of application or appeal to any national courts;
  - j) The award shall be final and binding upon the Parties, their successors and assignees, and on any persons claiming through or under any of the Parties. The award may be entered and enforced in any national court having jurisdiction, and judgment upon the award rendered may be entered in any national court having jurisdiction. To the fullest extent permitted by any relevant law, the Parties hereby waive any right to challenge, annul, set aside or vacate any award on any grounds (including on the grounds that the award is against public policy) in any national courts;
  - k) By agreeing to arbitration pursuant to this Article III, the Parties do not intend to deprive any national court or other governmental body or regulatory agency of its jurisdiction to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award, provided that the Parties agree that they may only seek such relief as is consistent with their agreement to resolve Disputes by way of arbitration. Each Party shall have the right to apply to any competent national court for an interim injunction or other interim relief or assistance in aid of the arbitration proceedings;
  - l) For the avoidance of doubt, the arbitral tribunal shall have the authority to make orders for interim relief necessary to preserve the Parties’ rights, including pre-arbitration attachments or injunctions pursuant to the applicable arbitration rules. The Parties agree that any ruling by the arbitral tribunal on interim measures shall be deemed to be a final award with respect to the subject matter of the ruling, shall be fully enforceable as such, and shall be binding on the Parties from the date it is made. The Parties

undertake to carry out any ruling by the arbitral tribunal on interim measures immediately and without delay, and hereby incorporate any such ruling into their contractual relationship by virtue of this Article III;

- m) Save and to the extent that disclosure may be required by legal duty, to protect or pursue a legal right or to enforce an award in bona fide legal proceedings before a national court or other judicial authority, the Parties undertake as a general principle to keep confidential all awards, together with all materials created during and for the purpose of arbitration produced by any Party in the proceedings provided such documents are not in the public domain. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one Party to another, testimony or other oral submission and any awards or decisions) shall not be disclosed beyond the arbitral tribunal, the relevant arbitration institution, the Parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise;
  - n) All notices by one Party to another Party in connection with the arbitration shall be in accordance with the provisions of Article III except that no notice may be transmitted by facsimile.
8. If any Party fails to make any payment to the bank of the relevant arbitration institution where such payment is to satisfy the costs of the arbitration procedure or the fees of any arbitrators for the purposes of any arbitration initiated pursuant to this Article III, including where the respective bank refuses or is prohibited under Applicable Law from accepting any payment from any such Party ( "**Non-Paying Party**"), any other Party to such arbitration shall be entitled to pay any amount that has been requested from, but has not been paid by, the Non-Paying Party in order to ensure that the arbitration procedure may continue. If any such other Party ("**Paying Party**") does make any such payment, notwithstanding anything in Clause III.7.h) to the contrary:
- a) each of the Parties agrees that such Paying Party shall be entitled to recover the amount of such payment from the Non-Paying Party immediately after such payment is made and that in the event that the costs are not recovered prior to the final award, the final award (regardless of the Party in whose favour it is made as regards the Dispute itself) shall include an obligation on the Non-Paying Party to pay such amount to the Paying Party; and
  - b) Non-Paying Party shall hereby be obliged to pay to the Paying Party on demand an amount equal to the sum that the Paying Party has actually paid, together with any costs and expenses of recovery incurred by the Paying Party.
9. In each case where the Parties agree hereunder to waive any rights of application or appeal to any national courts, they also commit not to cause, encourage, assist or request, directly or indirectly, any third parties, including their Affiliates, any Authorities, or any other parties, to make any such claims on their behalf or in their interest.
10. Any reference in this Article III to an "award" shall be construed as broadly as possible and shall be a reference to any act of the arbitral tribunal, including any order, ruling or any other type of act.
11. For the purposes of this Article III, "**Restrictive Measures**" means economic or financial sanctions or trade embargoes, requirements regulations or restrictive measures imposed, administered, enacted or enforced from time to time the United Nations Security Council, by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the European Union (or any member state thereof), the United Kingdom, Switzerland or Hong Kong (PRC).

**SCHEDULE  
SELLER'S OTHER ACCOUNT(S)**

**IF YOU HAVE MORE THAN ONE ACCOUNT THROUGH WHICH THE OFFERED SHARES ARE HELD PLEASE  
DUPLICATE THE BELOW FORM AS NECESSARY WITHOUT ANY MODIFICATIONS THERETO**

**Other Account in which the Offered Shares are held**

*to be completed by the Seller*

Euroclear Participant Name:		
Euroclear Participant Account number:		
Euroclear Participant SWIFT (if applicable):		
Number of Shares offered from this account:	Up to	
<i>Please confirm when Shares offered from this account or ADRs converted into such Shares were purchased:</i>	Before or on 1 March 2022 <input type="checkbox"/>	After 1 March 2022 <input type="checkbox"/>

*to be completed by the Purchaser*

Number of Shares accepted by the Purchaser from this account:	
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**You must instruct your broker, dealer, bank, custodian, trust company or other nominee who holds the Accepted Shares on your behalf to procure that NPO JSC National Settlement Depository (“NSD”) direct participant includes the following statement in the field “Additional Information” of the transfer instruction relating to the Accepted Shares submitted by the direct participant to NSD: “The transfer pursuant to the approval of the Government Commission dated 27 April 2024”.**

**THE SELLER**

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or  
(ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Seller*

Date of the offer: \_\_\_\_\_

**THE PURCHASER**

The Purchaser hereby accepts the offer of the Seller and agrees to purchase the Shares in the quantity of:

\_\_\_\_\_ (the Accepted Shares)  
*quantity in numbers and words*

The total Purchase Price in Russian rubles for the Accepted Shares is:

\_\_\_\_\_ (the Total Purchase Price)  
*price in numbers and words*

**Details of the Purchaser:**

Company name: Limited Liability Company "Stream Digital";

Registration number (OGRN): 5157746197791

Tax ID (INN): 7702395874

Registration address: office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation

**Other Account to which the** Euroclear Participant Name: BTA Finance Limited

**Accepted Shares shall be** Euroclear Participant account number: 58389

**transferred:** Euroclear Participant SWIFT: BTWMAEADXXX

**email:** [tender@mtsgsm.com](mailto:tender@mtsgsm.com)  
*to be used to receive this Offer and dispatch documents and notices in connection with the Offer*

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or  
(ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Purchaser*

Date of the acceptance  
(Agreement Date): \_\_\_\_\_

**(End of the form)**

**FORM NO. 4 FOR SHAREHOLDERS — INDIVIDUALS  
(SHARES CLEARED IN EUROCLEAR)  
(Beginning of the form)**

**To LLC “Stream Digital”**  
having its registered office at:  
office 1, Vorontsovskaya st. 8, bld. 4A,  
Moscow, 109044, Russian Federation  
(the “Purchaser”)  
by e-mail [tender@mtsgsm.com](mailto:tender@mtsgsm.com)

**OFFER FOR THE SALE OF SHARES  
(the “Offer”)**

*Details of the Seller*

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Full name of individual shareholder: \_\_\_\_\_

I.D. document: \_\_\_\_\_  
*name of document, series, number, issuing country and date of issue*

Residential address (registration): \_\_\_\_\_  
\_\_\_\_\_

Postal address: \_\_\_\_\_  
*if differs from residential office address*

Telephone Number (including international code): \_\_\_\_\_

E-mail: \_\_\_\_\_  
*specify the email to be used to dispatch this Offer and receive documents and notices in connection with the Offer*

hereinafter referred to as the “Seller”, being a holder of ordinary shares of Public Joint Stock Company Mobile TeleSystems (registration number (OGRN): 1027700149124; Tax ID (INN): 7740000076; registration address: Marksistskaya st. 4, Moscow, 109147, Russian Federation; state registration number of the share issue: 1-01-04715-A, ISIN: RU0007775219; a nominal value of one share: 0.1 Russian ruble) (the “Shares”) hereby submits an offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to:

\_\_\_\_\_ (the “Offered Shares”)  
*quantity in numbers and words*

which are registered on the Other Account(s) specified in Schedule hereto.

I elect to receive the Total Purchase Price (as defined below) in:				
Currency:	Chinese renminbi (CNY)	Euro	Russian rubles	UAE Dirham
<b>Priority Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>First-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Second-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Third-Pick Fallback Currency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*(please tick as appropriate subject to the conditions of payment specified immediately below)*

The Seller shall elect a priority currency (the “Priority Currency”) and may elect one or more fallback currency(ies) (the “Fallback Currencies”) in which it wishes to receive the Total Purchase Price. Accordingly, the Purchaser shall proceed with the payment of the full amount of the Total Purchase Price to the Seller in the following order:

- firstly, in the elected Priority Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;
- secondly, if elected, in the First-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen;
- thirdly, if elected, in the Second-Pick Fallback Currency unless, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in such currency or where the making of payments in such currency could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen; or
- fourthly, if elected, in the Third-Pick Fallback Currency.

If, in the sole and absolute opinion of the Purchaser, it is or would become likely impossible or impracticable for the Purchaser to make payments in the Priority Currency (where it is the sole currency of payment elected by the Seller) or in all of the elected Priority Currency and Fallback Currencies (if any) or where the making of payments in such currency(ies) could, in the sole and absolute opinion of the Purchaser, result in such funds being blocked or frozen, the Purchaser may initiate bilateral negotiations between the Purchaser and the Seller on the currency of payment of the Total Purchase Price. If such currency has not been agreed upon by the Agreement Date, the Purchaser has a right to reject the Seller's Offer.



Details of the Seller's Russian ruble, Euro and/or Chinese renminbi (CNY) bank account(s) with a Russian bank or with a bank or other financial institution outside of the Russian Federation for the transfer of funds in payment for the Accepted Shares (as defined below):  
*(if you have elected more than one currency above, please specify the bank account for each elected currency)*

**PRIORITY CURRENCY**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**FIRST-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**SECOND-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**THIRD-PICK FALLBACK CURRENCY (OPTIONAL)**

<b>Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:</b>			
<b>Russian Bank</b>		<b>Non-Russian Bank or Financial Institution</b>	
Tax ID (INN):		Intermediary Bank SWIFT:	
KPP:			
OGRN:		Beneficiary Bank SWIFT:	
Account № of the Recipient:			
Name of Credit Institution:		Payment Recipient:	
Correspondent Account №:			
BIK:		Account № of the Recipient:	

**I. By submitting this Offer, the Seller:**

**1. General**

- a. agrees that this Offer constitutes an offer (*оферта*) as defined in article 435 of the Civil Code of the Russian Federation and further agrees that such offer may be accepted by 15 August 2024 (including that date), and the Seller cannot revoke this Offer until that date;
- b. agrees that once, if and when this Offer specifying the number of Shares to be purchased by the Purchaser from the Seller (the “**Accepted Shares**”) countersigned by the Purchaser has been dispatched to the Seller’s email address specified herein, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) a legal, valid, binding and enforceable Russian law-governed agreement for the purchase of the Accepted Shares between the Purchaser and the Seller on the terms and conditions set out herein will be deemed to have been concluded and become effective, including all representations specified herein (the “**Agreement**”), and the date of such dispatch will be the date of the Agreement (the “**Agreement Date**”). The Agreement Date will be specified by the Purchaser on the last page of this Offer;
- c. acknowledges that any Offered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth herein will not be accepted and paid for by the Purchaser (unless the relevant requirements have been waived by the Purchaser) and the Purchaser, subject to all applicable laws, will take all actions required of the Purchaser to return such Offered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Offered Shares can be transferred back to it; if the Seller’s Offered Shares have been returned, it will not receive interest, price difference, compensation for losses or any other form of compensation during the period of time when such Shares were held by the Purchaser;
- d. agrees to receive all documents and notices in connection with the Offer (including this Offer countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- e. agrees that the Seller shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Purchaser;
- f. agrees that the Seller will bear its own costs in connection with the entry into and performance of the Agreement;
- g. agrees that the Seller will not be entitled to any payment of accrued or other interest with respect to the Total Purchase Price under any circumstances and it will not receive compensation for losses or any other form of compensation in the event of a delay in the delivery of the Total Purchase Price to the Seller;
- h. undertakes to send two originals of the Offer and originals or notarized copies of other documents submitted to the Purchaser electronically in connection with the Offer by courier or post to LLC “Stream Digital” at office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation immediately after submitting this Offer;

**2. The Number of Shares Being Purchased**

- a. confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Offered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Offered Shares due to proration;

**3. Seller’s Undertakings**

- a. undertakes to transfer the Accepted Shares to the Purchaser’s Other Account which details are specified below by no later than the 5th (fifth) Business Day following the Agreement Date and undertakes not to transfer the Offered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Offered Shares;
- b. agrees that the Purchaser has a right to change the details of the Other Account to which the Accepted Shares shall be transferred by notifying the Seller thereof via email;
- c. agrees that if the Accepted Shares are not transferred to the Purchaser’s Other Account by no later than the 5th (fifth) Business Day following the Agreement Date, the Purchaser shall be entitled (but not obliged) to unilaterally terminate the Agreement by notice to the Seller. Unilateral termination becomes effective and the Agreement is considered to have ceased to have effect (been terminated) (without application to court) at the time when the Purchaser dispatches a notice of termination to the Seller’s email;
- d. agrees, that title to the Accepted Shares shall be transferred from the Seller to the Purchaser as of the moment when the Accepted Shares are credited to the Purchaser’s Other Account. Unless Russian law provides otherwise, transfer of all rights attaching to the Accepted Shares, including, but not limited to, as to voting and distributions, shall occur simultaneously with the transfer of the title to the Accepted Shares;

**4. Purchase Price**

- a. agrees that the total Purchase Price for the Accepted Shares shall be calculated by the Purchaser by multiplying the number of the Accepted Shares and the Purchase Price (the “**Total Purchase Price**”);
- b. agrees that it will receive the Total Purchase Price for the Accepted Shares to its bank account which details are specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank

of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Other Account pursuant to the Agreement;

- c. confirms that the details of the bank account(s) specified above are true and correct and agrees that the Purchaser, without prejudice to the obligations to return the Offered Shares as set out above, shall not be liable for the failure to perform or improper performance of the obligation to pay for the Accepted Shares if such failure to perform or improper performance is caused by an error, misprint or inaccuracy in the Seller's bank account specified above, or if funds in payment for the Shares cannot be credited to the Seller's account specified above for any reason whatsoever beyond the control of the Purchaser or the Seller. In the event that funds in payment for the Accepted Shares cannot be credited to the Seller's account specified above (including for reasons of incorrect notification of bank account details), the Seller may clarify the details of the bank account to which funds should be credited in payment for the Shares, and in such case the responsibility for advising the correct bank account details shall rest with the Seller. To the extent any modifications or corrections to the account details are necessary, the Seller shall provide such correct or modified bank account details by notifying the Purchaser via email before the date of receipt of the Accepted Shares by the Purchaser at its Other Account;
- d. agrees that Purchaser's obligation to pay for the Accepted Shares shall be deemed to have been duly discharged once the Total Purchase Price have been debited from the Purchaser's bank account;
- e. agrees that the provisions of article 488(5) of the Civil Code of the Russian Federation, which envisages a statutory pledge over the shares until payment, shall not apply to the Agreement;

## 5. Representations

- a. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, it is the legal holder of the Offered Shares and that the Offered Shares are fully paid, free from any restriction on transfer, encumbrance, rights and claims, charge (fixed or floating), mortgage, security, pledge, lien, option, equity, power of sale, hypothecation, trust, right of set off or other third party right or interest (legal or equitable), including any reservation or retention of title, right of pre-emption, right of first refusal, assignment by way of security or any other security interest of any kind, howsoever created or arising or any other agreement or arrangement, including a sale and repurchase agreement, having a similar effect, attachments, court, administrative, arbitration or out-of-court dispute;
- b. represents to the Purchaser (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is not partially or fully deprived of legal capacity pursuant to the law applicable thereto; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Seller is aware, but excluding the approval of the Government Commission on Control for Effectuation of Foreign Investments in the Russian Federation procured by the Purchaser) required for the Seller to execute and perform the Agreement and transactions contemplated thereby (provided that the Seller agrees to furnish to the Purchaser such consents and approvals (or evidence that these are not required)); (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Seller is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Seller; (iv) all copy documents delivered to the Purchaser as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate); (v) the Seller is not a Sanctioned Person (as defined in the Tender Offer Memorandum dated 27 April 2024 available at available on the website [https://ir.mts.ru/tender\\_offer](https://ir.mts.ru/tender_offer)).
- c. For the avoidance of doubt, the Seller does not give to the Purchaser any representations other than those provided herein.

## II. By countersigning this Offer, the Purchaser:

### 1. General

- a. agrees that the dispatch of this Offer specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller's email address shall constitute an acceptance (*акцепт*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Offer specifying the number of the Accepted Shares countersigned by the Purchaser has been dispatched to the Seller's email address, (i) the Purchaser will be deemed to have accepted for purchase the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified herein, on the Agreement Date;
- c. agrees that the Purchaser shall not be entitled to assign its rights and obligations under the Agreement to any third party without written consent of the Seller;

### 2. Purchaser's Undertakings

- a. undertakes to transfer the Total Purchase Price for the Accepted Shares to the Seller's bank account which details specified above in Russian rubles, Euro, Chinese renminbi (CNY) or UAE Dirham (at the sole discretion of the Seller but subject to the terms and conditions set out herein, or as otherwise agreed between the Purchaser and the Seller) at the Central Bank of Russia exchange rate in effect on the Agreement Date, by no later than the 5th (fifth) Business Day following receipt of the Accepted Shares by the Purchaser at its Other Account pursuant to the Agreement;
- b. agrees that the Purchaser will bear its own costs in connection with the entry into and performance of the Agreement;

### 3. Representations

represents to the Seller (in the meaning of Article 431.2 of the Civil Code of the Russian Federation) that, as of the Agreement Date and the date of transfer of the Accepted Shares to the Purchaser, (i) it is duly incorporated and existing pursuant to the legislation of the country of its incorporation; (ii) it has received all consents and approvals (including consents and approvals of state authorities of which the Purchaser is aware) required for the Purchaser to execute and perform the Agreement and transactions contemplated thereby; (iii) the performance of the Agreement as well as of the transactions contemplated thereby does not and will not conflict with any agreements to which the Purchaser is a party, violate any law (regulatory act) or non-normative act, resolution, order, decision or other act of any state authority, decision, order, writ or other act of a court of any jurisdiction, court of arbitration or arbitration panel applicable to the Purchaser and will not violate any provisions of the foundation and internal documents of the Purchaser; (iv) all copy documents delivered to the Seller as photocopies or in portable document format (PDF) or other electronic form are genuine, accurate, complete and conform to the originals (and all translations are accurate). For the avoidance of doubt, the Purchaser does not give to the Seller any representations other than those provided herein.

For the Purposes of this Offer, “**Business Day**” means a day on which banks are open in Moscow (Russian Federation) for normal business (other than a Saturday, Sunday and public holidays specified in the National Holidays and Non-Business Days Calendars for 2024 available at <http://www.consultant.ru/law/ref/calendar/proizvodstvennye/>).

### III. Arbitration Clause

By countersigning this Offer, the Purchaser and the Seller (collectively, the “**Parties**” and individually, the “**Party**”) agree that any dispute, controversy or claim arising out of, relating to or in connection with this Offer or the Agreement, including any question relating to their performance, breach, termination or invalidity, shall be referred to and finally resolved as follows:

1. The Parties undertake to use their reasonable endeavours to settle amicably any dispute, controversy, difference or claim arising out of or relating to any Transaction Document, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”). Therefore, before referring to arbitration any Party must notify by international courier or registered mail to all other relevant Parties its wish to try to settle amicably the Dispute. Such notice shall include a statement of the Dispute (the “**Notice**”). The Parties undertake to involve their senior management in any effort to try to settle amicably the Dispute.
2. Failing an amicable settlement within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party shall have the right in its sole and absolute discretion to refer any Dispute to be finally resolved by binding arbitration in accordance with this Article IIIIII by notice by international courier or registered mail to the other Parties and the relevant arbitration institution (“**Notice of Arbitration**”).
3. The law governing this arbitration agreement (Article III in its entirety) shall be Russian law.
4. The Parties expressly agree that unless and until a valid RAC Election Notice (as defined below) has been served by a Party on each other Party in accordance with Clause III.5, each Dispute shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong-Kong, PRC.
5. If a Party has served a Notice with respect to a Dispute pursuant to Clause III.1 and the Parties have failed to reach an amicable settlement of the relevant Dispute within 21 days of the date the Notice referred to in Clause III.1 is served on the relevant Party(ies), any Party may serve written notice on the other Party (“**RAC Election Notice**”) if (and only if):
  - a) the Secretariat of the HKIAC rules in writing that it would be in breach of applicable Sanctions for HKIAC to administer the Dispute;
  - b) an arbitral tribunal constituted as per Clause III.4 rules in writing by a majority vote that it would be in breach of applicable Sanctions for such arbitral tribunal and/or the members of the arbitral tribunal to consider the Dispute; or
  - c) the Party serving such notice is precluded by any Sanctions applicable to such Party from serving a Notice of Arbitration under the HKIAC Rules, from designating an appropriate arbitrator who is a Neutral or from engaging an appropriate legal counsel who is a Neutral in accordance with the HKIAC Rules and this Article III, provided that such Party shall only be deemed to be precluded from designating an appropriate arbitrator or from engaging an appropriate legal counsel for the purposes of this Clause if (as applicable) at least ten (10) arbitrator candidates, who are Neutrals, compliant with the requirements of this Article III and the HKIAC Rules, or if number of such arbitrators who are Neutrals is less than ten then such number of arbitrator candidates who are Neutrals, or at least ten (10) law firms and/or barristers, in each case who are Neutrals, ranked in Bands 1 to 5 in the Dispute Resolution: Arbitration category or Commercial Dispute Resolution: The Bar category or Dispute Resolution: Litigation category of Chambers & Partners (<https://chambers.com/>) rankings for Asia-Pacific Region or Greater China Area (Hong Kong bar), or other region in which Hong Kong is included (or any subsequently equivalent chapter in Chambers & Partners), or if number of such ranked law firms and barristers, in each case who are Neutrals, is less than ten then such number of such law firms and barristers who are Neutrals, refuse to participate (including after designation or hiring) in an arbitration envisaged in Article III due to the effect of the Sanctions, which refusal must be evidenced in writing or by email, or if there are no such arbitrators, law firm and/or barrister who are Neutrals. A **Neutral** is an arbitrator, mediator, adjudicator, barrister or lawyer who is a national or resident of a country not affected by the relevant Sanctions or a law firm which does not have a presence in any country affected by the relevant Sanctions).
6. Upon a valid RAC Election Notice having been served by a Party on each other Party:
  - a) each Dispute shall be referred to and finally resolved by binding arbitration administered by the Russian Arbitration Center at the Russian Institute of Modern Arbitration (“**RAC**”) in accordance with the RAC Arbitration Rules (“**RAC Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Moscow, Russia;

- b) any ongoing arbitration administered by the HKIAC shall be deemed withdrawn by an order of the arbitral tribunal or of the Secretariat of the HKIAC (if the arbitral tribunal has not yet been constituted) (as applicable) without prejudice to the right of the claimant(s) and/or respondent(s) to bring their claims/counterclaims before the RAC pursuant to Clause III.6.a);
  - c) any HKIAC arbitral tribunal constituted at the time of the relevant RAC Election Notice shall make no order as to costs beyond those already issued by such arbitral tribunal at the time of the RAC Election Notice;
  - d) each Party agrees that the arbitral tribunal constituted under the RAC Rules, when issuing an award in respect of a Dispute, may decide in particular on the allocation between the Parties of the costs incurred in respect of any HKIAC arbitration withdrawn under to Clause III.6.b) and any arbitration under the RAC Rules commenced pursuant to Clause III.6.a); and
  - e) any time period in a Transaction Document for bringing a claim shall be deemed to be complied with to the extent that it was complied with in a relevant HKIAC arbitration.
7. The following provisions shall apply to an arbitration under this Article III:
- a) The arbitration proceedings shall be conducted and administered in English language, whether in writing or in speech;
  - b) All evidence, legal authorities, witness statements, experts reports as well as oral testimony established in a language other than English shall be accompanied by a translation thereof in English;
  - c) The Parties agree that any arbitral hearings may be conducted in locations outside of the agreed seat of arbitration whether in Moscow (Russia), or in Hong Kong (PRC) or elsewhere, or by way of virtual or electronic hearings in accordance with applicable arbitration rules, but any agreement to conduct arbitral hearings outside of the agreed seat of arbitration, or to conduct virtual or electronic hearings, shall not be deemed as an agreement or recognition by the Parties that the venue of these hearings shall be the seat of arbitration;
  - d) To the fullest extent permitted by any relevant law, and without prejudice to the generality of Clause III.7.i), the Parties hereby waive any rights of application or appeal to, and relinquish any rights to resist recognition or object to enforcement in, any national courts in connection with any Dispute on the basis, including but not limited to, that any provision of Article III is invalid or challengeable, that the arbitrators were not validly appointed, that the arbitrators and/or the relevant arbitration institution do not have authority or competence, that the seat of arbitration was or is not in fact in Moscow, Russia, or Hong Kong, PRC, or otherwise, in each case as a result of the arbitration taking place outside of the agreed seat of arbitration as permitted by Clause III.7.c) or on any other basis;
  - e) There shall be three arbitrators, all of whom shall be fluent in English;
  - f) Each of the arbitrators shall be designated and appointed in accordance with the applicable arbitration rules. Each of the Parties shall designate one arbitrator to be appointed by the relevant arbitration institution that applies at the relevant time in accordance with the applicable provisions of Article III, and the two arbitrators so appointed shall designate the third arbitrator who shall serve as chairperson of the arbitral tribunal (and in the event that the two Party-designated arbitrators shall fail to designate the third arbitrator within 30 days of the last of their appointments, the third arbitrator shall be appointed in accordance with the applicable arbitration rules);
  - g) To the fullest extent permitted by any relevant law, the Parties hereby expressly waive any rights of application or appeal to any national courts concerning the appointment or authority of any arbitrator, or the disqualification, termination or substitution of any arbitrator, or challenge of the decision of an arbitral tribunal on its competence to hear the Dispute, or any similar matter, or concerning any application or appeal against any award issued by the arbitral tribunal on the basis of any of the above. This Clause III.7.g) shall be treated as an express agreement between the Parties within the meaning of articles 11(3), 11(4), 13(3), 14(1) and 16(3) of the Law of the Russian Federation No. 5338-1 “On International Commercial Arbitration” dated 7 July 1993 (as amended from time to time);
  - h) In its award or awards, the arbitral tribunal shall (unless it considers such a ruling to be inappropriate in the circumstances of the Dispute) award the prevailing Party all of its reasonable out-of-pocket third-party expenses, including reasonable attorneys’ fees and expenses and arbitral costs;
  - i) To the fullest extent permitted by any relevant law, in connection with any Dispute, including in connection with any question of law arising in the course of the arbitration or any actual or alleged misinterpretation of law by the arbitrators, any question of the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute, or with respect to any award made (including in relation to the relevant arbitration institution’s or the respective arbitral tribunal’s authority to consider a Dispute), except for actions to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award in any national court of competent jurisdiction as expressly permitted hereunder, the Parties hereby waive any rights of application or appeal to any national courts;
  - j) The award shall be final and binding upon the Parties, their successors and assignees, and on any persons claiming through or under any of the Parties. The award may be entered and enforced in any national court having jurisdiction, and judgment upon the award rendered may be entered in any national court having jurisdiction. To the fullest extent permitted by any relevant law, the Parties hereby waive any right to challenge, annul, set aside or vacate any award on any grounds (including on the grounds that the award is against public policy) in any national courts;
  - k) By agreeing to arbitration pursuant to this Article III, the Parties do not intend to deprive any national court or other governmental body or regulatory agency of its jurisdiction to issue an interim injunction or other interim relief or assistance in aid of the arbitration proceedings or for the enforcement of any arbitral award, provided that the Parties agree that they may only seek such relief as is consistent with their agreement to resolve Disputes by way of arbitration. Each Party shall have the right to apply to any competent national court for an interim injunction or other interim relief or assistance in aid of the arbitration proceedings;
  - l) For the avoidance of doubt, the arbitral tribunal shall have the authority to make orders for interim relief necessary to preserve the Parties’ rights, including pre-arbitration attachments or injunctions pursuant to the applicable arbitration rules. The Parties agree that any ruling by the arbitral tribunal on interim measures shall be deemed to be a final award with respect to the subject matter of the ruling, shall be fully enforceable as such, and shall be binding on the Parties from the date it is made. The Parties

undertake to carry out any ruling by the arbitral tribunal on interim measures immediately and without delay, and hereby incorporate any such ruling into their contractual relationship by virtue of this Article III;

- m) Save and to the extent that disclosure may be required by legal duty, to protect or pursue a legal right or to enforce an award in bona fide legal proceedings before a national court or other judicial authority, the Parties undertake as a general principle to keep confidential all awards, together with all materials created during and for the purpose of arbitration produced by any Party in the proceedings provided such documents are not in the public domain. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one Party to another, testimony or other oral submission and any awards or decisions) shall not be disclosed beyond the arbitral tribunal, the relevant arbitration institution, the Parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise;
  - n) All notices by one Party to another Party in connection with the arbitration shall be in accordance with the provisions of Article III except that no notice may be transmitted by facsimile.
8. If any Party fails to make any payment to the bank of the relevant arbitration institution where such payment is to satisfy the costs of the arbitration procedure or the fees of any arbitrators for the purposes of any arbitration initiated pursuant to this Article III, including where the respective bank refuses or is prohibited under Applicable Law from accepting any payment from any such Party ( "**Non-Paying Party**"), any other Party to such arbitration shall be entitled to pay any amount that has been requested from, but has not been paid by, the Non-Paying Party in order to ensure that the arbitration procedure may continue. If any such other Party ("**Paying Party**") does make any such payment, notwithstanding anything in Clause III.7.h) to the contrary:
- a) each of the Parties agrees that such Paying Party shall be entitled to recover the amount of such payment from the Non-Paying Party immediately after such payment is made and that in the event that the costs are not recovered prior to the final award, the final award (regardless of the Party in whose favour it is made as regards the Dispute itself) shall include an obligation on the Non-Paying Party to pay such amount to the Paying Party; and
  - b) Non-Paying Party shall hereby be obliged to pay to the Paying Party on demand an amount equal to the sum that the Paying Party has actually paid, together with any costs and expenses of recovery incurred by the Paying Party.
9. In each case where the Parties agree hereunder to waive any rights of application or appeal to any national courts, they also commit not to cause, encourage, assist or request, directly or indirectly, any third parties, including their Affiliates, any Authorities, or any other parties, to make any such claims on their behalf or in their interest.
10. Any reference in this Article III to an "award" shall be construed as broadly as possible and shall be a reference to any act of the arbitral tribunal, including any order, ruling or any other type of act.
11. For the purposes of this Article III, "**Restrictive Measures**" means economic or financial sanctions or trade embargoes, requirements regulations or restrictive measures imposed, administered, enacted or enforced from time to time the United Nations Security Council, by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the European Union (or any member state thereof), the United Kingdom, Switzerland or Hong Kong (PRC).

**SCHEDULE  
SELLER'S OTHER ACCOUNT(S)**

**IF YOU HAVE MORE THAN ONE ACCOUNT THROUGH WHICH THE OFFERED SHARES ARE HELD PLEASE  
DUPLICATE THE BELOW FORM AS NECESSARY WITHOUT ANY MODIFICATIONS THERETO**

**Other Account in which the Offered Shares are held**

*to be completed by the Seller*

Euroclear Participant Name:		
Euroclear Participant Account number:		
Euroclear Participant SWIFT (if applicable):		
Number of Shares offered from this account:	Up to	
<i>Please confirm when Shares offered from this account or ADRs converted into such Shares were purchased:</i>	Before or on 1 March 2022 <input type="checkbox"/>	After 1 March 2022 <input type="checkbox"/>

*to be completed by the Purchaser*

Number of Shares accepted by the Purchaser from this account:	
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**You must instruct your broker, dealer, bank, custodian, trust company or other nominee who holds the Accepted Shares on your behalf to procure that NPO JSC National Settlement Depository (“NSD”) direct participant includes the following statement in the field “Additional Information” of the transfer instruction relating to the Accepted Shares submitted by the direct participant to NSD: “The transfer pursuant to the approval of the Government Commission dated 27 April 2024”.**

**THE SELLER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
*Name in full of the Seller or authorized representative acting on behalf of the Seller on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Seller*

Date of the offer: \_\_\_\_\_

**THE PURCHASER**

The Purchaser hereby accepts the offer of the Seller and agrees to purchase the Shares in the quantity of:

\_\_\_\_\_ (the Accepted Shares)  
*quantity in numbers and words*

The total Purchase Price in Russian rubles for the Accepted Shares is:

\_\_\_\_\_ (the Total Purchase Price)  
*price in numbers and words*

**Details of the Purchaser:**

Company name: Limited Liability Company "Stream Digital";

Registration number (OGRN): 5157746197791

Tax ID (INN): 7702395874

Registration address: office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation

**Other Account to which the Accepted Shares shall be transferred:** Euroclear Participant Name: BTA Finance Limited

Euroclear Participant account number: 58389

Euroclear Participant SWIFT: BTWMAEADXXX

**email:** [tender@mtsgsm.com](mailto:tender@mtsgsm.com)  
*to be used to receive this Offer and dispatch documents and notices in connection with the Offer*

Signature: \_\_\_\_\_  
(and seal, if applicable)

Name: \_\_\_\_\_  
*Name in full of (i) the company officer acting on behalf of the company without power of attorney and position in accordance with the charter, or (ii) authorized representative acting on behalf of the company on the basis of a power of attorney*

Acting on the basis of: \_\_\_\_\_  
*Type, number and date of issue of document confirming the authority of the authorized representative acting on behalf of the Purchaser*

Date of the acceptance (Agreement Date): \_\_\_\_\_

**(End of the form)**