

**PLEASE CAREFULLY READ THE INSTRUCTIONS ATTACHED HERETO BEFORE COMPLETING AND
SUBMITTING A TENDER INSTRUCTION**

This document should be read in conjunction with the Tender Offer Memorandum dated 7 August 2024 (the “**Tender Offer Memorandum**”), which, together with the forms of the tender instruction (the “**Tender Instruction**”) included herein and the execution and delivery instructions for the forms of the Tender Instruction included herein (the “**Execution and Delivery Instructions**”) and other related documents (each of which is available at website https://ir.mts.ru/tender_offer), comprise the invitation to tender for cash of up to 57,705,102 issued and outstanding ordinary shares of PJSC Mobile TeleSystems (“**MTS**”), nominal value 0.1 Russian ruble each (the “**Shares**”) by LLC “Stream Digital”, a direct wholly owned subsidiary of MTS (the “**Purchaser**” and the “**Tender Offer**”, respectively). Unless the context requires otherwise, definitions used in the Tender Offer Memorandum apply in the forms of the Tender Instruction. All terms and conditions contained in the Tender Offer Memorandum and the Execution and Delivery Instructions are deemed to be incorporated in and form part of the forms of Tender Instruction (including with respect to procedures for submitting Tender Instructions and for the transfer of Shares).

FORMS OF TENDER INSTRUCTION

Regarding Invitation by

LLC “Stream Digital”
a direct wholly-owned subsidiary of
PJSC Mobile TeleSystems

To Tender Shares in

PJSC Mobile TeleSystems

Pursuant to the Tender Offer Memorandum dated 7 August 2024

Complete the relevant form of Tender Instruction and follow the Execution and Delivery Instructions included herein

THE TENDER OFFER WILL EXPIRE AT 12:00 P.M., MOSCOW TIME, ON 6 SEPTEMBER 2024, UNLESS THE EXPIRATION TIME IS EXTENDED BY THE PURCHASER (THE “EXPIRATION TIME”).

DULY COMPLETED TENDER INSTRUCTIONS, AS WELL AS ANY DOCUMENTS TO BE DELIVERED TOGETHER WITH THE TENDER INSTRUCTION, MUST BE RECEIVED BY THE PURCHASER AT THE ADDRESS OR EMAIL ADDRESS INDICATED IN THE TENDER OFFER MEMORANDUM AND IN ACCORDANCE WITH THE EXECUTION AND DELIVERY INSTRUCTIONS BY THE EXPIRATION TIME. DOCUMENTS RELATING TO THE TENDER OFFER ARE AVAILABLE ON WEBSITE https://ir.mts.ru/tender_offer.

Tender Instructions may only be submitted by holders of Shares (including JPMorgan Chase Bank N.A. in its capacity as depository for the depository receipt programme in respect of the Shares). If your Shares are held by a broker, dealer, commercial bank, trust company or other nominee on your behalf, you must contact that institution in order to tender your Shares and request that your broker, dealer, commercial bank, trust company or other nominee effect the tender for you. Similarly, due to the Tender Offer being addressed to the holders of Shares only, in order to participate in the Tender Offer, holders of ADRs will need to withdraw the Shares underlying their ADRs prior to submitting Tender Instructions.

Only Shareholders that hold Shares through a Depo Account, Depository Receipt Programme Custody Account or Other Account (each as defined in the Tender Offer Memorandum) are eligible to participate in the Tender Offer. The terms of the Tender Offer provide for the crediting of Shares accepted for purchase in the Tender Offer to the Purchaser's Depo Account (with respect to Shares held within NSD) or the Purchaser's Other Account (with respect to Shares held outside of NSD). As a matter of Russian law, only shares held in a Depo Account are available for transfers to other Depo Accounts. Accordingly, to participate in the Tender Offer, persons holding Shares through securities account with MTS shareholders' register held by JSC “Reestr” (which is not a Depo Account) must transfer their Shares to a Depo Account opened in their name prior to the Expiration Time so that such Shares may be credited to the Purchaser's Depo Account. Please contact the Tender and Paying Agent at tender@mtsgsm.com if you need assistance in connection with submission of a Tender Instruction.

While in accordance with applicable regulatory requirements the Tender Offer is made to all Shareholders, certain Shareholders that hold Shares through international clearing and settlement depositories other than Euroclear Bank SA/NV, could face practical restrictions on their ability to tender Shares in the Tender Offer in light of the ongoing disruption of the international clearing and settlement infrastructure. See Section 2 “*Certain Effects of the Tender Offer and Potential Risks for Shareholders*” of the Tender Offer Memorandum.

Shareholders should consult with their brokers, legal counsel, financial and tax advisers to determine whether to tender their Shares, and if so, how many Shares to tender.

Each non-resident Shareholder (as defined in the Tender Offer Memorandum) must instruct its broker, dealer, bank, custodian, trust company or other nominee who holds the Shares on its behalf to procure that the direct participant in NSD (as defined in the Tender Offer Memorandum) includes the following statement in the field “Additional Information” of the transfer instruction relating to the relevant Shares submitted by such direct participant to NSD: “The transfer pursuant to the approval of the Government Commission dated 27 April 2024”.

If the shareholder tendering Shares is a legal entity holding Shares other than via Euroclear Bank SA/NV, Tender Instruction Form No. 1 should be completed.

If the shareholder tendering Shares is an individual holding Shares other than via Euroclear Bank SA/NV, Tender Instruction Form No. 2 should be completed.

If the shareholder tendering Shares is a legal entity holding Shares via Euroclear Bank SA/NV, Tender Instruction Form No. 3 should be completed.

If the shareholder tendering Shares is an individual holding Shares via Euroclear Bank SA/NV, Tender Instruction Form No. 4 should be completed.

Note: Prior to completing the Tender Instruction and submitting it and other required documents to the Tender and Paying Agent, please read the Execution and Delivery Instructions and the Tender Offer Memorandum carefully. Incorrectly completed Tender Instructions or Tender Instructions submitted without the required documents will not be accepted.

The Seller

The Purchaser

signature

signature

**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”)

TENDER INSTRUCTION

Details of the Seller

Full legal name:	_____
Details of state registration:	_____
	<small><i>number and date of registration, issuing authority, registration number (for foreign legal entities) or Tax ID (INN) and OGRN (for Russian legal entities)</i></small>
Registered office:	_____
Postal address:	_____
	<small><i>if differs from registered office address</i></small>
Telephone Number (including international code):	_____
E-mail:	_____
	<small><i>specify the email to be used to dispatch this Tender Instruction (if applicable) and receive documents and notices in connection with the Tender Offer</i></small>

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**”) pursuant to the terms and conditions of the Tender Offer Memorandum dated 7 August 2024 (the “**Tender Offer Memorandum**”) available at https://ir.mts.ru/tender_offer concerning the invitation to submit offers to sell Shares and this Tender Instruction, hereby submit my offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “**Purchase Price**”) in the quantity of up to:

_____ (the “**Tendered Shares**”)

quantity in numbers and words

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

ONLY FOR SHAREHOLDERS THAT ARE <u>NOT</u> LEGAL ENTITIES INCORPORATED IN RUSSIA					
We elect to receive the Total Purchase Price (as defined below) in:					
Currency:	U.S. dollars*	Chinese renminbi (CNY) *	Euro*	Russian rubles*	UAE Dirham*
Priority Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fourth-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small><i>(please tick as appropriate subject to the conditions of payment specified immediately below)</i></small>					
<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">• 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;• fourthly, if elected, in the Third-Pick Fallback Currency; or• fifthly, if elected, in the Fourth-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 Tender Instruction.

***Payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is subject to confirmation of the Tender and Paying Agent. The Purchaser recommends the Seller to elect to receive the Purchase Price at least in one another alternative currency (i. e. in Euros or Russian rubles), in case the payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is not confirmed by the Tender and Paying Agent.**

The Seller

The Purchaser

signature

signature

Details of the Seller's Russian ruble, U.S. dollar, 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

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

FOURTH-PICK FALLBACK CURRENCY (OPTIONAL)

The Seller

The Purchaser

signature

signature

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

**Shareholders that are legal entities incorporated in Russia must specify their Russian ruble bank account only;

Shareholders that are not legal entities incorporated in Russia must specify Russian ruble, U.S. dollar, Euro, Chinese renminbi (CNY) and/or UAE Dirham bank account(s), depending on the elected Priority Currency and Fallback Currency(ies).

The Seller

The Purchaser

signature

signature

I. By submitting this Tender Instruction, the Seller:

1. General

- a. confirms that it has read all the terms and conditions of the Tender Offer (including the terms and conditions and deadlines for the tender and purchase of the Shares) set forth in the Tender Offer Memorandum, this Tender Instruction and the execution and delivery instructions for the forms of the Tender Instruction (the “**Execution and Delivery Instructions**”), which are known to the Seller and understood and with which the Seller is fully in agreement;
- b. agrees that this Tender Instruction constitutes an offer (*офферма*) 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 on the fifth Business Day following the Expiration Time, and the Seller cannot revoke this offer until 31 October 2024 (including that date);
- c. agrees that once, if and when this Tender Instruction 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 in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction (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 Tender Instruction;
- d. acknowledges that any Tendered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions 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 Tendered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Tendered Shares can be transferred back to it; if the Seller’s Tendered 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;
- e. agrees to receive all documents and notices in connection with the Tender Offer (including this Tender Instruction countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- f. 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;
- g. agrees that the Seller will bear its own costs in connection with the Tender Offer and performance of the Agreement;
- h. 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;

2. The Number of Shares Being Purchased

- a. agrees that if the total number of Shares validly tendered in the course of the Tender Offer that are subject to Tender Instructions not rejected by the Purchaser exceeds the Maximum Number of Shares, the number of Shares to be purchased from each shareholder shall be determined in accordance with the Tender Offer Memorandum on a pro-rata (proportional) basis based on the ratio of the Maximum Number of Shares and the total number of Shares validly tendered for purchase; such pro ration will apply to each Depo Account or Depositary Receipt Program Custody Account specified in the Tender Instruction of the relevant shareholder;
- b. confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Tendered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Tendered Shares due to proration;
- c. acknowledges that should the calculated number of Accepted Shares held on any Seller’s Depo Account or Depositary Receipt Program Custody Account turn out to be a fraction, it shall be rounded down to the nearest whole number, provided that if the number of the Accepted Shares held on any Seller’s Depo Account or Depositary Receipt Program Custody Account is less than one Share, the relevant Tender Instruction will be rejected;

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 Tendered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Tendered 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;

The Seller

The Purchaser

signature

signature

- 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:
 - i. if the Seller is a legal entity incorporated in Russia, in Russian rubles; or
 - ii. if the Seller is not a legal entity incorporated in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- 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 Tendered 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 Tendered Shares and that the Tendered 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 Government Commission Approval 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).
- 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 Tender Instruction, the Purchaser:

1. General

- a. agrees that the dispatch of this Tender Instruction specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller's email address shall constitute an acceptance (*akuyem*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Tender Instruction 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 Seller

The Purchaser

signature

signature

the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction, 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:

- i. if the Seller is a legal entity incorporated in Russia, in Russian rubles; or
- ii. if the Seller is not a legal entity incorporated in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- b. agrees that the Purchaser will bear its own costs in connection with the Tender Offer 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.

III. **Arbitration Clause**

By countersigning this Tender Instruction, 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 Tender Instruction, the Agreement, the Tender Offer Memorandum (collectively, the "**Transaction Documents**"), 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

The Seller

The Purchaser

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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;

The Seller

The Purchaser

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- 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).

Capitalised terms used but not defined herein have the meanings given to them in the Tender Offer Memorandum.

The Seller

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 TENDERED 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 Tendered 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 tendered from this account:	Up to _____	
<i>Please confirm when Shares tendered 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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The Seller

The Purchaser

signature

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 contained in this Tender Instruction 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: 13 September 2024
to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD
Settlement date: 16 September 2024
to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD
email: tender@mtsgsm.com
to be used to receive this Tender Instruction and dispatch documents and notices in connection with the Tender 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

The Purchaser

signature

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”)

TENDER INSTRUCTION

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 Tender Instruction (if applicable) and receive documents and notices in connection with the Tender 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”) pursuant to the terms and conditions of the Tender Offer Memorandum dated 7 August 2024 (the “Tender Offer Memorandum”) available at https://ir.mts.ru/tender_offer concerning the invitation to submit offers to sell Shares and this Tender Instruction, hereby submit my offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to: _____ (the “Tendered Shares”)
quantity in numbers and words

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

ONLY FOR SHAREHOLDERS THAT ARE <u>NOT</u> RUSSIAN CITIZENS OR OTHER INDIVIDUALS PERMANENTLY RESIDING IN RUSSIA					
I elect to receive the Total Purchase Price (as defined below) in:					
Currency:	U.S. dollars*	Chinese renminbi (CNY) *	Euro*	Russian rubles*	UAE Dirham*
Priority Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fourth-Pick Fallback Currency	<input type="checkbox"/>	<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"> • 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; • fourthly, if elected, in the Third-Pick Fallback Currency; or • fifthly, if elected, in the Fourth-Pick Fallback Currency. 					

The Seller

The Purchaser

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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 Tender Instruction.

***Payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is subject to further confirmation of the Tender and Paying Agent. The Purchaser recommends the Seller to elect to receive the Purchase Price at least in one another alternative currency (i. e. in Euros or Russian rubles), in case the payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is not confirmed by the Tender and Paying Agent.**

The Seller

The Purchaser

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Details of the Seller's Russian ruble, U.S. dollar, 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

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

FOURTH-PICK FALLBACK CURRENCY (OPTIONAL)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
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The Seller

The Purchaser

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Russian Bank		Non-Russian Bank or Financial Institution	
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:	

**Shareholders that are Russian citizens or other individuals permanently residing in Russia must specify their Russian ruble bank account only; Shareholders that are not Russian citizens or other individuals permanently residing in Russia must specify Russian ruble, U.S. dollar, Euro and/or Chinese renminbi (CNY) bank account(s), depending on the elected Priority Currency and Fallback Currency(ies).

The Seller

The Purchaser

signature

signature

I. By submitting this Tender Instruction, the Seller:

1. General

- a. confirms that it has read all the terms and conditions of the Tender Offer (including the terms and conditions and deadlines for the tender and purchase of the Shares) set forth in the Tender Offer Memorandum, this Tender Instruction and the execution and delivery instructions for the forms of the Tender Instruction (the “**Execution and Delivery Instructions**”), which are known to the Seller and understood and with which the Seller is fully in agreement;
- b. agrees that this Tender Instruction 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 on the fifth Business Day following the Expiration Time, and the Seller cannot revoke this offer until 31 October 2024 (including that date);
- c. agrees that once, if and when this Tender Instruction 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 in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction (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 Tender Instruction;
- d. acknowledges that any Tendered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions 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 Tendered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Tendered Shares can be transferred back to it; if the Seller’s Tendered 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;
- e. agrees to receive all documents and notices in connection with the Tender Offer (including this Tender Instruction countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- f. 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;
- g. agrees that the Seller will bear its own costs in connection with the Tender Offer and performance of the Agreement;
- h. 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;

2. The Number of Shares Being Purchased

- a. agrees that if the total number of Shares validly tendered in the course of Tender Offer that are subject to the Tender Instructions not rejected by the Purchaser, exceeds the Maximum Number of Shares, the number of Shares to be purchased from each shareholder shall be determined in accordance with the Tender Offer Memorandum on a pro-rata (proportional) basis based on the ratio of the Maximum Number of Shares and the total number of Shares validly tendered for purchase; such pro ration will apply to each Depo Account specified in the Tender Instruction of the relevant shareholder;
- b. confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Tendered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Tendered Shares due to proration;
- c. acknowledges that should the calculated number of Accepted Shares held on any Seller’s Depo Account turn out to be a fraction, it shall be rounded down to the nearest whole number, provided that if the number of the Accepted Shares held on any Seller’s Depo Account is less than one Share, the relevant Tender Instruction will be rejected;

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 Tendered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Tendered 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

The Seller

The Purchaser

signature

signature

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:
 - i. if the Seller is a Russian citizen or other individual permanently residing in Russia, in Russian rubles; or
 - ii. if the Seller is not a Russian citizen or other individual permanently residing in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- 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 Tendered 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 Tendered Shares and that the Tendered 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 Government Commission Approval 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).
- 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 Tender Instruction, the Purchaser:**

1. **General**

- a. agrees that the dispatch of this Tender Instruction specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller’s email address shall constitute an acceptance (*akceptsiya*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Tender Instruction 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 in this Tender Instruction, on the Agreement Date;

The Seller

The Purchaser

signature

signature

- 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:
- i. if the Seller is a Russian citizen or other individual permanently residing in Russia, in Russian rubles; or
 - ii. if the Seller is not a Russian citizen or other individual permanently residing in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;
- b. agrees that the Purchaser will bear its own costs in connection with the Tender Offer 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.

III. **Arbitration Clause**

By countersigning this Tender Instruction, 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 Tender Instruction, the Agreement, the Tender Offer Memorandum (collectively, the "**Transaction Documents**"), 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:

The Seller

The Purchaser

signature

signature

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 Seller

The Purchaser

signature

signature

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).

Capitalised terms used but not defined herein have the meanings given to them in the Tender Offer Memorandum.

The Seller

The Purchaser

signature

signature

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

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

Depo Account in which the Tendered 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 tendered from this account:	Up to _____	
<i>Please confirm when Shares tendered 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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The Seller

The Purchaser

signature

signature

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 contained in this Tender Instruction 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): 5157746197791Tax ID (INN): 7702395874Registration address: office 1, Vorontsovskaya st. 8, bld. 4A, Moscow, 109044, Russian Federation**Depo Account:** Local Custodian Name: Raiffeisen BankNSD Code: MC0054300000Local Custodian SWIFT: RZBMRUMMLocal Custodian's account at NSD: TL1212180342/000000000000000000Name of the delivering party, account at the local Custodian: K406818170008 ifo Stream Digital**Trade date:** 13 September 2024*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD***Settlement date:** 16 September 2024*to be specified in the instruction on transfer of the Accepted Shares submitted by the direct participant to NSD***email:** tender@mtsgsm.com*to be used to receive this Tender Instruction and dispatch documents and notices in connection with the Tender 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

The Purchaser

*signature*_____
signature

**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”)

TENDER INSTRUCTION

Details of the Seller

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 Tender Instruction (if applicable) and receive documents
and notices in connection with the Tender 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”) pursuant to the terms and conditions of the Tender Offer Memorandum dated 7 August 2024 (the “Tender Offer Memorandum”) available at https://ir.mts.ru/tender_offer concerning the invitation to submit offers to sell Shares and this Tender Instruction, hereby submit my offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to: _____ (the “Tendered Shares”)
quantity in numbers and words

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

ONLY FOR SHAREHOLDERS THAT ARE <u>NOT</u> LEGAL ENTITIES INCORPORATED IN RUSSIA					
We elect to receive the Total Purchase Price (as defined below) in:					
Currency:	U.S. dollars*	Chinese renminbi (CNY)*	Euro*	Russian rubles*	UAE Dirham*
Priority Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fourth-Pick Fallback Currency	<input type="checkbox"/>	<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"> • 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; • fourthly, if elected, in the Third-Pick Fallback Currency; or 					

The Seller

The Purchaser

signature

signature

- fifthly, if elected, in the Fourth-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 Tender Instruction.

***Payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is subject to confirmation of the Tender and Paying Agent. The Purchaser recommends the Seller to elect to receive the Purchase Price at least in one another alternative currency (i. e. in Euros or Russian rubles), in case the payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is not confirmed by the Tender and Paying Agent.**

The Seller

The Purchaser

signature

signature

Details of the Seller's Russian ruble, U.S. dollars, 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

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

FOURTH-PICK FALLBACK CURRENCY (OPTIONAL)

The Seller

The Purchaser

signature

signature

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

**Shareholders that are legal entities incorporated in Russia must specify their Russian ruble bank account only;
Shareholders that are not legal entities incorporated in Russia must specify Russian ruble, U.S. dollar, Euro, Chinese renminbi (CNY) and/or UAE Dirham bank account(s), depending on the elected Priority Currency and Fallback Currency(ies).

The Seller

The Purchaser

signature

signature

I. By submitting this Tender Instruction, the Seller:

1. General

- a. confirms that it has read all the terms and conditions of the Tender Offer (including the terms and conditions and deadlines for the tender and purchase of the Shares) set forth in the Tender Offer Memorandum, this Tender Instruction and the execution and delivery instructions for the forms of the Tender Instruction (the “**Execution and Delivery Instructions**”), which are known to the Seller and understood and with which the Seller is fully in agreement;
- b. agrees that this Tender Instruction constitutes an offer (*офферма*) 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 on the fifth Business Day following the Expiration Time, and the Seller cannot revoke this offer until 31 October 2024 (including that date);
- c. agrees that once, if and when this Tender Instruction 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 in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction (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 Tender Instruction;
- d. acknowledges that any Tendered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions 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 Tendered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Tendered Shares can be transferred back to it; if the Seller’s Tendered 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;
- e. agrees to receive all documents and notices in connection with the Tender Offer (including this Tender Instruction countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- f. 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;
- g. agrees that the Seller will bear its own costs in connection with the Tender Offer and performance of the Agreement;
- h. 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;

2. The Number of Shares Being Purchased

- d. agrees that if the total number of Shares validly tendered in the course of the Tender Offer that are subject to Tender Instructions not rejected by the Purchaser exceeds the Maximum Number of Shares, the number of Shares to be purchased from each shareholder shall be determined in accordance with the Tender Offer Memorandum on a pro-rata (proportional) basis based on the ratio of the Maximum Number of Shares and the total number of Shares validly tendered for purchase; such pro ration will apply to each Other Account specified in the Tender Instruction of the relevant shareholder;
- e. confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Tendered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Tendered Shares due to proration;
- f. acknowledges that should the calculated number of Accepted Shares held on any Seller’s Other Account turn out to be a fraction, it shall be rounded down to the nearest whole number, provided that if the number of the Accepted Shares held on any Seller’s Other Account is less than one Share, the relevant Tender Instruction will be rejected;

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 Tendered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Tendered 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

The Seller

The Purchaser

signature

signature

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:
 - i. if the Seller is a legal entity incorporated in Russia, in Russian rubles; or
 - ii. if the Seller is not a legal entity incorporated in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- 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 Tendered 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 Tendered Shares and that the Tendered 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 Government Commission Approval 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).
- 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 Tender Instruction, the Purchaser:**

1. **General**

- a. agrees that the dispatch of this Tender Instruction 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 Tender Instruction 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 Seller

The Purchaser

signature

signature

the Accepted Shares; and (ii) the Agreement will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction, 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:
- i. if the Seller is a legal entity incorporated in Russia, in Russian rubles; or
 - ii. if the Seller is not a legal entity incorporated in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- b. agrees that the Purchaser will bear its own costs in connection with the Tender Offer 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.

III. *Arbitration Clause*

By countersigning this Tender Instruction, 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 Tender Instruction, the Agreement, the Tender Offer Memorandum (collectively, the "**Transaction Documents**"), 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

The Seller

The Purchaser

signature

signature

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;

The Seller

The Purchaser

signature

signature

- 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).

Capitalised terms used but not defined herein have the meanings given to them in the Tender Offer Memorandum.

The Seller

The Purchaser

signature

signature

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

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

Other Account in which the Tendered Shares are held

to be completed by the Seller

Euroclear Participant Name:	_____	
Euroclear Participant Account number:	_____	
Euroclear Participant SWIFT (if applicable):	_____	
Number of Shares tendered from this account:	Up to _____	
<i>Please confirm when Shares tendered 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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The Seller

The Purchaser

signature

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 contained in this Tender Instruction 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
to be used to receive this Tender Instruction and dispatch documents and notices in connection with the Tender 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

The Purchaser

signature

signature

**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”)

TENDER INSTRUCTION

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 Tender Instruction (if applicable) and receive documents and notices in connection with the Tender 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”) pursuant to the terms and conditions of the Tender Offer Memorandum dated 7 August 2024 (the “Tender Offer Memorandum”) available at https://ir.mts.ru/tender_offer concerning the invitation to submit offers to sell Shares and this Tender Instruction, hereby submit my offer to sell to the Purchaser Shares at 95.0 Russian rubles per Share (the “Purchase Price”) in the quantity of up to: _____ (the “Tendered Shares”)

quantity in numbers and words

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

ONLY FOR SHAREHOLDERS THAT ARE <u>NOT</u> RUSSIAN CITIZENS OR OTHER INDIVIDUALS PERMANENTLY RESIDING IN RUSSIA					
I elect to receive the Total Purchase Price (as defined below) in:					
Currency:	U.S. dollars*	Chinese renminbi (CNY)*	Euro*	Russian rubles*	UAE Dirham*
Priority Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third-Pick Fallback Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fourth-Pick Fallback Currency	<input type="checkbox"/>	<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"> • 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; • fourthly, if elected, in the Third-Pick Fallback Currency; or • fifthly, if elected, in the Fourth-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 Tender Instruction.

***Payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is subject to confirmation of the Tender and Paying Agent. The Purchaser recommends the Seller to elect to receive the Purchase Price at least in one another alternative currency (i. e. in Euros or Russian rubles), in case the payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is not confirmed by the Tender and Paying Agent.**

The Seller

The Purchaser

signature

signature

Details of the Seller's Russian ruble, U.S. dollar, 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

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
Russian Bank		Non-Russian Bank or Financial Institution	
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:	

FOURTH-PICK FALLBACK CURRENCY (OPTIONAL)

Bank Details for Money Transfer to the Bank Account as the Consideration for the Accepted Shares:			
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The Seller

The Purchaser

signature

signature

Russian Bank		Non-Russian Bank or Financial Institution	
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:	

**Shareholders that are Russian citizens or other individuals permanently residing in Russia must specify their Russian ruble bank account only; Shareholders that are not Russian citizens or other individuals permanently residing in Russia must specify Russian ruble, U.S. dollar, Euro and/or Chinese renminbi (CNY) bank account(s), depending on the elected Priority Currency and Fallback Currency(ies).

The Seller

The Purchaser

signature

signature

I. By submitting this Tender Instruction, the Seller:

1. General

- a. confirms that it has read all the terms and conditions of the Tender Offer (including the terms and conditions and deadlines for the tender and purchase of the Shares) set forth in the Tender Offer Memorandum, this Tender Instruction and the execution and delivery instructions for the forms of the Tender Instruction (the “**Execution and Delivery Instructions**”), which are known to the Seller and understood and with which the Seller is fully in agreement;
- b. agrees that this Tender Instruction constitutes an offer (*офферма*) 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 on the fifth Business Day following the Expiration Time, and the Seller cannot revoke this offer until 31 October 2024 (including that date);
- c. agrees that once, if and when this Tender Instruction 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 in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions will be deemed to have been concluded and become effective, including all representations specified in this Tender Instruction (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 Tender Instruction;
- d. acknowledges that any Tendered Shares transferred to the Purchaser by the Seller in breach of the procedures set forth in the Tender Offer Memorandum, this Tender Instruction and the Execution and Delivery Instructions 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 Tendered Shares to the Seller which, in turn, shall take all necessary action to ensure that the Tendered Shares can be transferred back to it; if the Seller’s Tendered 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;
- e. agrees to receive all documents and notices in connection with the Tender Offer (including this Tender Instruction countersigned by the Purchaser) at its email address specified in the section “Details of the Seller” above;
- f. 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;
- g. agrees that the Seller will bear its own costs in connection with the Tender Offer and performance of the Agreement;
- h. 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;

2. The Number of Shares Being Purchased

- a. agrees that if the total number of Shares validly tendered in the course of Tender Offer that are subject to the Tender Instructions not rejected by the Purchaser, exceeds the Maximum Number of Shares, the number of Shares to be purchased from each shareholder shall be determined in accordance with the Tender Offer Memorandum on a pro-rata (proportional) basis based on the ratio of the Maximum Number of Shares and the total number of Shares validly tendered for purchase; such pro ration will apply to each Other Account specified in the Tender Instruction of the relevant shareholder;
- b. confirms that it offers to the Purchaser for purchase any number of Shares up to the quantity of the Tendered Shares and this offer shall be in full effect despite the number of the Accepted Shares being less than the number of the Tendered Shares due to proration;
- c. acknowledges that should the calculated number of Accepted Shares held on any Seller’s Other Account turn out to be a fraction, it shall be rounded down to the nearest whole number, provided that if the number of the Accepted Shares held on any Seller’s Other Account is less than one Share, the relevant Tender Instruction will be rejected;

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 Tendered Shares save for transfers of Accepted Shares to the Purchaser pursuant to the Agreement or create any encumbrances in respect of the Tendered 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

The Seller

The Purchaser

signature

signature

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:
 - i. if the Seller is a Russian citizen or other individual permanently residing in Russia, in Russian rubles; or
 - ii. if the Seller is not a Russian citizen or other individual permanently residing in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- 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 Tendered 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 Tendered Shares and that the Tendered 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 Government Commission Approval 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).
- 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 Tender Instruction, the Purchaser:**

1. **General**

- a. agrees that the dispatch of this Tender Instruction specifying the number of the Accepted Shares countersigned by the Purchaser to the Seller’s email address shall constitute an acceptance (*akceptatsiya*) as defined in article 438 of the Civil Code of the Russian Federation;
- b. agrees that once, if and when this Tender Instruction 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 in this Tender Instruction, on the Agreement Date;

The Seller

The Purchaser

signature

signature

- 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:
- i. if the Seller is a Russian citizen or other individual permanently residing in Russia, in Russian rubles; or
 - ii. if the Seller is not a Russian citizen or other individual permanently residing in Russia, in Russian rubles, U.S. dollars, 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 Tender Offer Memorandum and this Tender Instruction;

- b. agrees that the Purchaser will bear its own costs in connection with the Tender Offer 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.

III. *Arbitration Clause*

By countersigning this Tender Instruction, 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 Tender Instruction, the Agreement, the Tender Offer Memorandum (collectively, the "**Transaction Documents**"), 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:

The Seller

The Purchaser

signature

signature

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 Seller

The Purchaser

signature

signature

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).

Capitalised terms used but not defined herein have the meanings given to them in the Tender Offer Memorandum.

The Seller

The Purchaser

signature

signature

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

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

Other Account in which the Tendered Shares are held

to be completed by the Seller

Euroclear Participant Name:	_____	
Euroclear Participant Account number:	_____	
Euroclear Participant SWIFT (if applicable):	_____	
Number of Shares tendered from this account:	Up to _____	
<i>Please confirm when Shares tendered 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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The Seller

The Purchaser

signature

signature

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 contained in this Tender Instruction and agrees to purchase the Shares in the quantity of:

quantity in numbers and words (the Accepted Shares)

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

price in numbers and words (the Total Purchase Price)**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
to be used to receive this Tender Instruction and dispatch documents and notices in connection with the Tender 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

**EXECUTION AND DELIVERY INSTRUCTIONS
FOR THE FORMS OF TENDER INSTRUCTION
FORMING PART OF THE TENDER OFFER PURSUANT TO THE TENDER OFFER
MEMORANDUM DATED 7 AUGUST 2024
("EXECUTION AND DELIVERY INSTRUCTIONS")**

I. PROCEDURE FOR SUBMITTING TENDER INSTRUCTIONS

1 Tender Instructions and other documents set out in items 7 and 8 of this section I, as applicable, must be submitted to AO Raiffeisenbank, acting as the tender and paying agent (the "**Tender and Paying Agent**") in respect of the Tender Offer:

(a) in person in original forms or as notarized copies at the AO Raiffeisenbank office located at the following address:

AO Raiffeisenbank, address: Smolenskaya-Sennaya square 28, Moscow, Russia; or

(b) electronically (in pdf format, as a separate file for each document being sent) at the following email address:

tender@mtsgsm.com.

For the avoidance of doubt, no Tender Instructions sent by post or courier will be deemed validly tendered and accepted by the Purchaser.

2 The Purchaser reserves the right to change the address and email specified above by publishing or procuring to be published a relevant press release on the website https://ir.mts.ru/tender_offer prior to any such change. Such change in the address or email address shall not affect validity of Tender Instructions validly tendered to the original address or e-mail address specified in item 1 of this section I prior to such press release being published.

Information on the business hours of the office of AO Raiffeisenbank may be obtained by contacting AO Raiffeisenbank at the address or email address indicated above.

3 Shareholders who submit Tender Instructions and other documents electronically in accordance with subsection (b) section I item 1 hereof, shall immediately after such submission send two originals of the Tender Instruction and originals or notarized copies of other submitted documents by courier or post to LLC "Stream Digital" at bld. 4A, Vorontsovskaya 8, str., Moscow, 109044, Russian Federation.

Once the Purchaser receives the documents, it will complete the fields of the Tender Instruction to be completed by the Purchaser, countersign the Tender Instruction and send one original thereof back to the relevant shareholder at the postal address specified in the relevant Tender Instruction. For the avoidance of doubt, such document exchange does not affect the validity of the Tender Instruction and other documents submitted electronically and is required only for certain administrative purposes.

4 Shares will be considered validly tendered only with respect to those Tender Instructions that have been **actually submitted** in accordance with section I item 1 hereof before 12:00 p.m. Moscow time on 6 September 2024 or the date and time as to which the Tender Offer is extended (the Expiration Time).

Tender Instructions which do not comply with this requirement will not be accepted.

There is no obligation of the Purchaser to accept a Tender Instruction and no binding agreement is concluded until the Purchaser accepts a Tender Instruction. Without prejudice to the generality of the foregoing and at its sole and absolute discretion, the Purchaser may reject any Tender Instruction if the purchase and transfer of the Shares specified in such Tender Instruction (or held on relevant Depo Account, Depository Receipt Program Custody Account or Other Account)) cannot be performed on any grounds, including due to (i) the discovery of obvious signs that the Tender Instruction may be forged or otherwise invalid, (ii) the number of Shares specified in the Tender Instruction with respect to a certain Depo Account, Depository Receipt Program Custody Account or Other Account of the shareholder

exceeding the number of Shares registered on this Depo Account, Depositary Receipt Program Custody Account or Other Account of the shareholder, (iii) the Shares specified in the Tender Instruction being blocked, encumbered or attached or having other restrictions on the rights and ability of the shareholder to transfer the Shares to the Purchaser; (iv) likely impossibility of effecting the transfer of funds to the bank account specified by the relevant shareholder; (v) or the transfer of Shares to the Purchaser is likely to be materially delayed or rejected on any grounds. Subject to the proration, the Purchaser may accept or reject a Tender Instruction as a whole and not with respect to certain Shares, Depo Account, Depositary Receipt Program Custody Account or Other Account.

- 5 Tender Instructions may be submitted either (i) by shareholders themselves or (ii) by authorized representatives of the shareholders (including brokers, the nominee holders and the foreign nominee holders) acting on the basis of duly executed powers of attorney issued by the shareholder (see section I items 7 and 8 below for the description of documents required and section I item 12 below for a general description of the power of attorney and the requirements thereto).

Shareholders tendering through their depositaries (brokers, nominee holders, foreign nominee holders) are urged to consult their depositaries (brokers, nominee holders, foreign nominee holders) on the applicable procedures.

- 6 Shareholders wishing to instruct their authorized representatives to submit Tender Instructions on their behalf must issue a power of attorney to their authorized representative (see section I item 12 for a general description of the power of attorney and the requirements thereto).

- 7 **Shareholders — Individuals submitting Tender Instructions (or their authorized representatives)** must follow the following procedure:

- 7.1 Properly complete and sign Tender Instruction.

For the avoidance of doubt, the Tender Instruction shall only be deemed properly completed when (i) all placeholders to be filled in by the shareholder have been completed, unless the Tender Instruction expressly provides otherwise, and (ii) each page of the Tender Instruction is signed by the relevant shareholder (or its authorized representative).

- 7.2 Provide the Tender and Paying Agent with:

- (a) the signed Tender Instruction;
- (b) the passport or other form of identification of the shareholder;
- (c) in case an authorized representative submits the Tender Instruction:
 - (i) the respective power of attorney issued by the shareholder; and
 - (ii) the passport or other form of identification of the representative;
- (d) an extract from each Depo Account or Other Account of such shareholder with respect to the number of Shares held by such shareholder on such account as of the date not more than two (2) Business Days preceding the date when the Tender Instruction is submitted;
- (e) if applicable, spousal consent if required by local law (and in any case for Russian citizens) for the disposal of Shares;
- (f) supporting documents mentioned in Section 9 “*Certain Taxation Matters — Certain Russian Tax Considerations - A. Taxation of Individuals*” of the Tender Offer Memorandum, if applicable.

- 7.3 Comply with other requirements and provide other documents required by the Tender Offer Memorandum and the Tender Instruction.

- 7.4 The Purchaser reserves the right to request additional documents for the purposes of verification of the shareholder’s (and its authorized representative) authority to submit the Tender Instruction and its rights

over the Shares being tendered, or such other additional documents as it deems necessary or desirable in its sole and absolute discretion.

8 ***Shareholders — Legal entities submitting Tender Instructions (or their authorized representatives)*** must follow the following procedure:

8.1 Properly complete and sign Tender Instruction.

For the avoidance of doubt, the Tender Instruction shall only be deemed properly completed when (i) all placeholders to be filled in by the shareholder have been completed, unless the Tender Instruction expressly provides otherwise, and (ii) each page of the Tender Instruction is signed by the relevant shareholder (or its authorized representative).

8.2 Provide the Tender and Paying Agent with:

- (a) the signed Tender Instruction;
- (b) constitutional documents of the shareholder (memorandum, charter, articles of association or other documents, as applicable);
- (c) documents certifying the registration of the shareholder in accordance with the law of the country of its incorporation (certificate of registration, extract from the commercial register or similar official register in which a legal entity is registered as of the date not more than thirty (30) days preceding the date when the Tender Instruction is submitted);
- (d) album of signature specimens of persons authorized to sign the Tender Instruction (Signature Card) (if applicable);
- (e) in case an individual acting on behalf of such shareholder without a power of attorney submits the Tender Instruction:
 - (i) their passport or other form of identification; and
 - (ii) document confirming the election or appointment of a person(s) with the authority to act on behalf of the legal entity without a power of attorney;
- (f) in case an authorized representative submits the Tender Instruction:
 - (i) the respective power of attorney issued by the shareholder;
 - (ii) the passport or other form of identification of the representative; and
 - (iii) extracts from the document confirming the authority of the respective person to issue a power of attorney on behalf of the shareholder;
- (g) an extract from each Depo Account (Depository Receipt Program Custody Account or Other Account) of such shareholder with respect to the number of Shares held by such shareholder on such account as of the date not more than 2 Business Days preceding the date when the Tender Instruction is submitted.

8.3 Comply with other requirements and provide other documents required by the Tender Offer Memorandum and this Tender Instruction.

8.4 The Purchaser reserves the right to request additional documents for the purposes of verification of the shareholder's (and its authorized representative) authority to submit the Tender Instruction and its rights over the Shares being tendered, or such other additional documents as it deems necessary or desirable in its sole and absolute discretion.

9 Any documents drawn up in full or in part in a language other than Russian or English must be

accompanied by a Russian or English translation (other than documents provided pursuant to section I item 7.2(f), which must be accompanied only by a Russian translation). The Russian or English translation and/or the signature of the translator must be notarized.

Documents issued by non-Russian state authorities must be duly legalized at a Russian consulate, or apostilled if this is permitted under the relevant international treaty to which the Russian Federation is a party, or instead of being legalized or apostilled other requirements must be met as laid down by the relevant international treaty to which the Russian Federation is a party (where applicable).

Additional requirements for the documents provided pursuant to section I item 7.2(f) are set out in Section 9 “*Certain Taxation Matters — Certain Russian Tax Considerations - A. Taxation of Individuals — Form of Presentation of Supporting Documents to the Purchaser*”.

- 10 Upon the request of a shareholder or its authorized representative the Tender and Paying Agent may issue to such shareholder or its authorized representative a receipt for submitted documents.
- 11 Tender Instructions must contain the up-to-date and accurate details of the respective shareholder's:
- (a) Russian ruble account (for shareholders that are Russian citizens, or other individuals permanently residing in Russia or legal entities incorporated in Russia); or
 - (b) Russian rubles, U.S. dollars, Euro, Chinese renminbi (CNY) or UAE Dirham account(s) (depending on the elected Priority Currency and Fallback Currency(ies)) (for shareholders that are not Russian citizens, other individuals permanently residing in Russia or legal entities incorporated in Russia),

with a Russian bank or with a bank or other financial institution outside of the Russian Federation, to which funds in payment for the Shares will be transferred. The Purchaser will not accept for purchase any Shares if the shareholder tendering such Shares does not indicate in the Tender Instruction a bank account to which the Purchase Price for the Shares shall be transferred.

Please consult with your bank prior to providing bank account details to ensure that the terms of your bank account allow for the receipt of payment for the Shares.

- 12 Powers of attorney issued in Russia must be notarized and issued in accordance with Art. 185.1 of the Civil Code of the Russian Federation.

In the case a Tender Instruction is submitted on behalf of a shareholder that is a legal entity incorporated pursuant to the laws of the Russian Federation, power of attorney, issued in accordance with clause 4 of Art. 185.1 of the Civil Code of the Russian Federation, does not have to be notarized.

In the case a power of attorney is issued outside of Russia, such power of attorney must be (i) notarized in the jurisdiction in which the respective shareholder is a resident and (ii) legalized at a Russian consulate, or apostilled if this is permitted under the relevant international treaty to which the Russian Federation is a party, or instead of being legalized or apostilled other requirements must be met as laid down by the relevant international treaty to which the Russian Federation is a party (where applicable). If all or any part of the power of attorney (including, but not limited to, the apostille, certifications, legalization) is in a language other than Russian or English, such power of attorney must be translated into Russian or English, and such translation or the signature of the translator must be notarized. If the power of attorney is comprised of more than one page, the pages must be bound by the person notarizing the power of attorney or, where these Execution and Delivery Instructions permit the presentation of a power of attorney that is not notarized, by the person signing the power of attorney.

Powers of attorney issued by the shareholders to their authorized representatives (including nominee holders and foreign nominee holders) should provide for at least the following authorities of the attorney: (i) to complete, execute and submit the Tender Instruction on behalf of the shareholder; (ii) to submit documents to and to receive documents from the Purchaser; and (iii) where appropriate, to re-delegate the authorities granted by the power of attorney.

Please consult your legal counsel and your nominee holder (foreign nominee holder) prior to issuing

a power of attorney with respect to the Tender Offer.

- 13 The number of Shares indicated in the applicable Tender Instruction submitted by the shareholder (or its authorized representative) with respect to each shareholder's Depo Account, Depositary Receipt Program Custody Account or Other Account may not exceed the number of Shares registered on such shareholder's relevant Depo Account, Depositary Receipt Program Custody Account or Other Account as of the date of submission of the Tender Instruction. Tender Instructions containing the number of tendered Shares with respect to any shareholder's Depo Account, Depositary Receipt Program Custody Account or Other Account which exceeds the number of Shares indicated in the extract from such account provided by the relevant shareholder will not be accepted and considered.
- 14 All questions as to the validity, form, eligibility (including time of receipt) and acceptance of the Tender Instructions will be determined by the Purchaser in its sole discretion, which determination shall be final and binding. The Purchaser reserves the absolute right to waive any of the conditions of the Tender Offer or any defect in the Tender Instructions, whether generally or with respect to any particular Tender Instruction(s) or shareholder(s). The Purchaser's interpretations of the terms and conditions of the Tender Offer, the Tender Offer Memorandum, the Tender Instruction and these Execution and Delivery Instructions shall be final and binding.

II. DETERMINATION OF THE PRO-RATION FACTOR AND ANNOUNCEMENT OF THE PRO-RATION RESULTS

1. The number of Shares to be purchased by the Purchaser from each shareholder that validly tenders its Shares shall be determined pursuant to the Tender Offer Memorandum. Should the total number of Shares validly tendered exceed 57,705,102 (the "**Maximum Number of Shares**"), Shares subject to such validly tendered Tender Instructions not rejected by the Purchaser will be purchased from shareholders on a pro-rata (proportional) basis according to the number of Shares validly tendered by the tendering shareholder, such pro ration will apply to each Depo Account, Depositary Receipt Program Custody Account or Other Account specified in the Tender Instruction (with downward adjustments where necessary to avoid the purchase of fractional Shares).

The number of Shares held on a particular Depo Account, Depositary Receipt Program Custody Account or Other Account that will be purchased from each shareholder that has validly tendered Shares, will be calculated as follows:

$$Y = Z * K$$

where

Y represents the number of Shares held on a particular Depo Account, Depositary Receipt Program Custody Account or Other Account that will be purchased from the shareholder, which will be adjusted downwards where necessary to avoid the purchase of fractional Shares,

Z represents the number of Shares held on a particular Depo Account, Depositary Receipt Program Custody Account or Other Account of the shareholder and validly tendered by such shareholder and that are subject to the Tender Instruction not rejected by the Purchaser; and

K represents the pro-ration factor calculated pursuant to the below formula:

$$K = \text{Maximum Number of Shares} / X$$

Where

K represents the pro-ration factor (rounded to ten decimal places);

X represents the total number of Shares subject to the Tender Instructions which are validly tendered prior to the Expiration Time pursuant to the Tender Offer Memorandum and that are not rejected by the Purchaser.

Should the calculated number of the accepted Shares held on any Depo Account, Depositary Receipt Program Custody Account or Other Account turn out to be a fraction, it shall be rounded down to the

nearest whole number, provided that if the number of the accepted Shares held on a depo or other account is less than one Share, the relevant Tender Instruction will be rejected.

2. The Purchaser will announce or procure to be announced the results of the Tender Offer and the pro-ration in a press release and on the designated website https://ir.mts.ru/tender_offer within 4 Business Days following the Expiration Time. Such press release shall include the details of (1) the total number of Shares in respect of which the Tender Instructions were validly submitted; and (2) the pro-ration factor.

Once, if and when the Tender Instruction specifying the number of Shares to be purchased by the Purchaser from the relevant shareholder countersigned by the Purchaser has been dispatched to the relevant shareholder's email address, (i) the Purchaser will be deemed to have accepted for purchase validly tendered Shares in the quantity indicated by the Purchaser in the relevant Tender Instruction; (ii) a legal, valid, binding and enforceable Russian law-governed agreement for purchase of the tendered Shares (in the quantity indicated by the Purchaser in the relevant Tender Instruction) between the Purchaser and the relevant shareholder on the terms and conditions set out in the Tender Offer Memorandum, the Tender Instruction and these Execution and Delivery Instructions will be deemed to have been concluded and become effective, including all representations specified in the Tender Instruction (the "**Agreement**"), and the date of such dispatch will be the date of the Agreement (the "**Agreement Date**"); and (iii) under this Agreement the shareholder that properly tendered Shares will be deemed to have undertaken to transfer the respective amount of the tendered Shares to the Purchaser. If a shareholder is unable to make any agreement or acknowledgement or give any representation or undertaking specified in the Tender Instruction, such shareholder should contact the Purchaser by email at ir@mts.ru or kazna@mts.ru immediately.

Please follow the announcements issued on the dedicated Internet website https://ir.mts.ru/tender_offer for prompt information on the pro-ration results.

III. TRANSFER OF AND PAYMENT FOR SHARES

1. Accepted Tender Instructions countersigned by the Purchaser and indicating the number of Shares accepted for purchase will be dispatched to the relevant shareholder's email address specified in the relevant Tender Instruction on the fifth Business Day following the Expiration Time (the Agreement Date).
2. By no later than the 5th (fifth) Business Day following the Agreement Date shareholders whose Shares have been accepted for purchase or their authorized representatives must sign and deliver to the relevant depository (nominee holder, foreign nominee holder, broker) a transfer instruction to transfer the accepted Shares to the Purchaser.

Any Shares transferred to the Purchaser by shareholders other than in accordance with the procedures set forth in the Tender Offer Memorandum, the Tender Instruction and these Execution and Delivery Instructions 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 from the Purchaser to return such Shares to the respective shareholder which, in turn, shall take all necessary action to ensure that the Shares can be transferred back to it. Those shareholders whose tendered Shares have been returned 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.

Each non-resident Shareholder (as defined in the Tender Offer Memorandum) must instruct its broker, dealer, bank, custodian, trust company or other nominee who holds the Shares on its behalf to procure that the NSD (as defined in the Tender Offer Memorandum) direct participant includes the following statement in the field "Additional Information" of the transfer instruction relating to the relevant Shares submitted by the direct participant to NSD: "The transfer pursuant to the approval of the Government Commission dated 27 April 2024".

3. Payment for the Shares purchased shall be effected in cash:
 - (a) in Russian rubles to the shareholders who are Russian citizens, other individuals permanently residing in Russia or legal entities incorporated in Russia; or

- (b) at the sole discretion of the Seller but subject to the terms and conditions set out in a Tender Instruction and the Tender Offer Memorandum (or as otherwise agreed between the Purchaser and the tendering shareholder), in Russian rubles, U.S. dollars, Euro, Chinese renminbi (CNY) or UAE Dirham at the Central Bank of Russia relevant exchange rate in effect on the Agreement Date to the shareholders who are not Russian citizens, other individuals permanently residing in Russia or legal entities incorporated in Russia¹,

by no later than the 5th (fifth) Business Day after the Shares are credited to the account of the Purchaser in accordance with the terms and conditions of the Tender Offer Memorandum, the Tender Instruction and these Execution and Delivery Instructions. Each of the Purchaser and the relevant shareholder will bear their own costs in connection with the Tender Offer.

IV. BACKUP WITHHOLDING AND INFORMATION REPORTING

A tendering Shareholder that is a U.S. person for U.S. federal income tax purposes (a “**U.S. Holder**”) that receives its proceeds from the Tender Offer through a U.S.-related financial intermediary, such as a broker that is (i) a U.S. person, (ii) a controlled foreign corporation for U.S. tax purposes, or (iii) a foreign person 50% or more of whose gross income is effectively connected with the conduct of a U.S. trade or business for a specified three-year period, may be subject to U.S. backup withholding at a rate of 24% on the proceeds received pursuant to the Tender Offer, unless the U.S. Holder provides the U.S.-related financial intermediary with a taxpayer identification number and a duly executed IRS Form W-9 or otherwise establishes an exemption. Backup withholding is not an additional tax and the amount of any backup withholding will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability and may entitle such U.S. Holder to a refund, provided that the required information is timely furnished to the U.S. Internal Revenue Service. The U.S. Holder also generally will be subject to information reporting requirements with respect to proceeds received pursuant to the Tender Offer through a U.S.-related financial intermediary, unless the U.S. Holder is an “exempt recipient.”

The Tender and Paying Agent will not act as a U.S. tax withholding agent with respect to U.S. Holders who tender Shares pursuant to the Tender Offer. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

V. ASSISTANCE AND ADDITIONAL INFORMATION ABOUT THE TENDER OFFER

1. Administrative questions and requests for technical assistance in connection with the Tender Offer relating to tendering procedures and payments for tendered Shares shall be directed to the Tender and Paying Agent at tender@mtsgsm.com.
2. General enquiries in relation to the Offer and the Group may be directed to:

Investor Relations Department

Email: ir@mts.ru

Telephone: 7 (495) 223-20-25

Corporate Finance and Treasury Director

Alexander Smirnov

¹ Payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is subject to confirmation of the Tender and Paying Agent. The Purchaser recommends the Seller to elect to receive the Purchase Price at least in one another alternative currency (i. e. in Euros or Russian rubles), in case the payment of the Total Purchase Price in U.S. dollars, CNY or UAE Dirham is not confirmed by the Tender and Paying Agent.

Email: kazna@mts.ru

Capitalised terms used but not defined herein have the meanings given to them in the Tender Offer Memorandum.