

Certification and Agreement of Affiliates  
Upon Exchange of Rule 144A GDRs for Regulation S GDRs  
Pursuant to Section 2.7 of the  
Rule 144A Deposit Agreement

Citibank, N.A.,  
as Depositary  
480 Washington Boulevard, 30th Floor  
Jersey City, NJ 07310

JSFC Sistema  
13 Mokhovaya Street  
125009 Moscow, Russia

**Re: JSFC SISTEMA**

We refer to (i) the Rule 144A Deposit Agreement, dated as of 22 October 2012, as amended by Amendment No. 1 to Rule 144A Deposit Agreement, dated [ ], 2016 (the “Rule 144A Deposit Agreement”), among JSFC Sistema (the “Company”), CITIBANK, N.A., as Depositary (the “Depositary”), and all Holders and Beneficial Owners from time to time of Rule 144A Global Depositary Receipts (the “Rule 144A GDRs”) evidenced by Rule 144A Global Depositary Receipt Certificates (the “Rule 144A GDR Certificates”) issued thereunder, and (ii) the Regulation S Deposit Agreement, dated as of 22 October 2012, as amended by Amendment No. 1 to Regulation S Deposit Agreement, dated [ ], 2016 (the “Regulation S Deposit Agreement”), among the Company, the Depositary, and the Holders and Beneficial Owners from time to time of Regulation S Global Depositary Receipts (the “Regulation S GDRs”) evidenced by Regulation S Global Depositary Receipt Certificates (the “Regulation S GDR Certificates”) issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Rule 144A Deposit Agreement.

1. We are surrendering Rule 144A GDRs pursuant to Section 2.7 of the Rule 144A Deposit Agreement through DTC for the purpose of exchanging the Rule 144A GDRs for the corresponding number of Regulation S GDRs that are to be issued under the terms of the Regulation S Deposit Agreement to a common depository for Euroclear and Clearstream (each as defined in the Regulation S Deposit Agreement) for delivery to our broker in settlement of a sale of the Regulation S GDRs on a Designated Offshore Securities Market (as defined in Regulation S under the Securities Act of 1933, as amended (the “Act”)).

2. We acknowledge that the Regulation S GDRs and the Shares represented by Regulation S GDRs have not been and will not be registered under the Act, or with any securities regulatory authority in any state or other jurisdiction of the United States.

3. We certify that:

(i) we are the Beneficial Owner of the Rule 144A GDRs being surrendered, we have sold, or irrevocably agreed to sell, the Regulation S GDRs issued in exchange for the Rule 144A GDRs surrendered in an “offshore transaction” (within the meaning of Regulation S under the Act) on a Designated Offshore Securities Market (as defined in Regulation S under the Act) in a transaction otherwise satisfying all of the requirements of Regulation S under the Act, we have not engaged in any directed selling efforts (within the meaning given to such term under Regulation S under the Act) in the United States (within the meaning of Regulation S under the Act), we are not aware of the Company having made, or being engaged in, directed selling efforts (within the meaning given to such term under Regulation S under the Act) in the United States (within the meaning of Regulation S under the Act); and

(ii) we are not a U.S. person (as defined in Regulation S), we are located outside the United States (within the meaning of Regulation S under the Act), we acquired the Rule 144A GDRs surrendered herewith, or the Shares represented by the Rule 144A GDRs surrendered herewith, as applicable, outside the United States (within the meaning of Regulation S) from a person other than a U.S. person (as defined in Regulation S), and we are not in the business of buying and selling securities; and

(iii) we are (or may be) an Affiliate of the Company, and as such we understand that the exchange of Rule 144A GDRs for Regulation S GDRs and the sale of the Regulation S GDRs is subject to limitations under the Act and that we are providing this Certification and Agreement to provide comfort to the Depository and the Company that such exchange and sale may occur without the need for registration under the Act; and

(iv) we agree to indemnify the Depository, the Company and any of their officers, directors, agents, employees, and affiliates for any and all liability incurred as a result of their reliance on our certifications and agreements herein in connection with the exchange of Rule 144A GDRs for Regulation S GDRs, and the sale of the Regulation S GDRs so issued in exchange; and

4. We agree to pay to the Depository cancellation and issuance fees for the Rule 144A GDRs and the Regulation S GDRs, respectively, in connection with the exchange of Rule 144A GDRs for Regulation S GDRs contemplated herein in a total amount not exceeding US \$0.05 per Rule 144A GDR cancelled in such exchange.

5. We certify that we have confirmed with the Company that the exchange of Rule 144A GDRs for Regulation S GDRs and subsequent sale of Regulation S GDRs is not subject to any limitation or restriction thereon imposed by the Company.

6. We represent and warrant that:

(i) the Shares being deposited (and the certificates therefor) are duly authorized, validly issued, fully paid (except as contemplated by Section 2.3(b) of the Rule 144A Deposit Agreement), non-assessable and were legally obtained by us;

(ii) all pre-emptive (and similar) rights with respect to such Shares have been validly waived or exercised;

(iii) we are duly authorized to deposit the Shares and have fulfilled all requirements of applicable law or regulation with respect to the Shares or the deposit thereof against the issuance of Regulation S GDRs; and

(iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim.

We acknowledge that such representations and warranties shall survive the deposit and withdrawal of Shares and the issuance and cancellation of Regulation S GDRs in respect thereof and the transfer of such Regulation S GDRs.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By: \_\_\_\_\_

Name:

Title:

Date:

**CONSENTED TO:**

JSFC Sistema

By : \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_