

**Schedule 3, Part A Certification and Agreement of Persons Acquiring Regulation S GDRs  
Upon Deposit of Shares Pursuant to Clause 3 of the Regulation S Deposit Agreement and  
Condition 1**

Citibank, N.A.  
GDR Department  
111 Wall Street, 15th Floor  
New York, New York 10043  
United States of America

Re: EN+ Group IPJSC

We refer to the Regulation S Deposit Agreement dated 3 November 2017, as amended and restated on 9 July 2019, and as further amended and supplemented prior to the date hereof (the “**Deposit Agreement**”), between EN+ Group IPJSC, a company organised under the laws of the Russian Federation (the “**Company**”), and Citibank, N.A., as Depositary thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement. The terms of this Certification and Agreement shall be governed by the laws of the State of New York.

1. This Certification and Agreement is furnished in connection with the deposit of Shares and request for issuance of Regulation S Global Depositary Receipts (the “**Regulation S GDRs**”) pursuant to Clause 3 (*Appointment of Depositary and Custodian; Deposit and Withdrawal of Shares*) of the Deposit Agreement and Condition 1 (*Deposit of Shares*).

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Regulation S GDRs and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Act**”) or with any securities regulatory authority in any state or other jurisdiction of the United States.

3. We certify that either:

(a) We are, or at the time the Shares are deposited and at the time the Regulation S GDRs are issued will be, the beneficial owner of the Shares and of the Regulation S GDRs, and:

(i) we are not a U.S. Person (as defined in Regulation S and hereinafter used as so defined) and we have acquired, or have agreed to acquire and will have acquired, the Shares to be deposited in an “offshore transaction” (as defined in Regulation S under the Act),

(ii) we are not an Affiliate (as defined in Rule 144 under the Act and hereinafter used as so defined) of the Company or a person acting on behalf of such an Affiliate, and

(iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any Affiliate thereof in the initial distribution of the Regulation S GDRs and Rule 144A GDRs.

OR

(b) We are a broker-dealer acting for the account of our customer and our customer has confirmed to us that it is, or at the time the Shares are deposited and at the time Regulation S GDRs are issued will be, the beneficial owner of the Shares and of the Regulation S GDRs, and:

(i) it is not a U.S. Person and it is located outside the United States and acquired, or has agreed to acquire and will have acquired, the Shares to be deposited in an “offshore transaction” (as defined in Regulation S under the Act),

(ii) it is not an Affiliate of the Company or a person acting on behalf of such an Affiliate, and

(iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company or any Affiliate thereof in the initial distribution of Regulation S GDRs, Shares and Rule 144A GDRs.

4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of forty (40) days after the later of the commencement of the offering of the Regulation S GDRs and the Rule 144A GDRs on behalf of the Company and the last closing in respect of such offering (the “distribution compliance period”), we (or it) will not offer, sell, pledge or otherwise transfer the Regulation S GDRs evidenced thereby or the Shares represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a Qualified Institutional Buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (b) outside the United States to a person other than a U.S. Person (as defined in Regulation S) in accordance with Rule 903 or 904 of Regulation S, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the Regulation S GDRs referred to above or the Shares represented thereby in accordance with clause (a) above prior to the expiration of the distribution compliance period, we (or our customer) will, prior to settlement of such sale, cause such Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our customer) will cause instructions to be given to the Depositary to deliver such Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of Rule 144A GDR(s) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement.

5. We hereby represent and warrant (or if we are a broker dealer, our customer has confirmed to us that it represents and warrants) that (i) the Shares presented for deposit (and the certificates therefor) are duly authorized, validly issued, fully paid and legally obtained by such person, (ii) all pre-emptive (and similar) rights with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and (v) the Shares presented for deposit have not been

stripped of any rights or entitlements, and are not, and the Regulation S GDRs will not be, “Restricted Securities”, except as contemplated in Clause 2.14 of the Deposit Agreement.

7. We hereby acknowledge (or if we are a broker dealer, our customer has confirmed to us that it acknowledges) that (i) each person depositing Shares, taking delivery of or transferring Regulation S GDRs or any beneficial interest therein, or surrendering Regulation S GDRs or any beneficial interest therein and withdrawing Shares under the Deposit Agreement shall be deemed thereby to acknowledge that the Regulation S GDRs and the Shares represented thereby have not been and will not be registered under the Act, and may not be offered, sold, pledged or otherwise transferred except in accordance with the restrictions on transfer set forth in the Securities Act Legend, and such person shall be deemed thereby to represent and warrant that such deposit, transfer or surrender or withdrawal complies with the foregoing restrictions, (ii) such representations and warranties and those set forth in paragraph 5 above 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, and (iii) if any such representations or warranties are false in any way, the Company and the Depositary shall be authorised, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

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

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

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

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

**Schedule 3, Part B Certification and Agreement of Persons Surrendering Regulation S  
GDRs for the Purpose of Withdrawal of Regulation S Deposited Property Pursuant to  
Clause 3 of the Regulation S Deposit Agreement and Condition 2**

Citibank, N.A.  
GDR Department  
111 Wall Street, 15th Floor  
New York, New York 10043  
United States of America

Re: EN+ Group IPJSC

We refer to the Regulation S Deposit Agreement dated 3 November 2017, as amended and restated on 9 July 2019, and as further amended and supplemented prior to the date hereof (the “**Deposit Agreement**”), between EN+ Group IPJSC, a company organised under the laws of the Russian Federation (the “**Company**”), and Citibank, N.A. as Depositary thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement. The terms of this Certification and Agreement shall be governed by the laws of the State of New York.

1. We are surrendering Regulation S Global Depositary Receipts (the “**Regulation S GDRs**”) in accordance with the terms of the Deposit Agreement or giving withdrawal instructions through Euroclear or Clearstream in accordance with the Deposit Agreement for the purpose of withdrawal of the Regulation S Deposited Property represented by the Regulation S GDRs pursuant to Clause 3 (*Appointment of Depositary and Custodian, Deposit and Withdrawal of Shares*) of the Deposit Agreement and Condition 2 (*Withdrawal of Deposited Property*).

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Regulation S GDRs and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Act**”), or with any securities regulatory authority in any state or other jurisdiction of the United States and that the Shares, the Regulation S GDR Certificates and the Regulation S GDRs may not be offered, sold, pledged or otherwise transferred except in accordance with the restrictions on transfer set forth herein and the Deposit Agreement.

3. We certify that either:

(a) We are not a U.S. Person (as defined in Regulation S and hereinafter used as so defined) and we are located outside the United States (as defined in Regulation S and hereinafter used as so defined), and either:

(i) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares in an “offshore transaction” (as defined in Regulation S under the Act) to persons other than U.S. Persons (as such term is defined in Regulation S under the Act) in accordance with Regulation S, and we are, or prior to such sale or other transfer we were, the beneficial owner of the Regulation S GDRs, or

(ii) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred the Regulation S GDRs or the Shares to a Qualified Institutional Buyer in accordance with Rule 144A, and accordingly, we are separately giving instructions to the Depositary to deliver the Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of Rule 144A GDR(s) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement and we are, or prior to such sale other transfer we were, the beneficial owner of the Regulation S GDRs, or

(iii) we will be the beneficial owner of the Shares upon withdrawal, and, accordingly, we agree that, prior to the expiration of forty (40) days after the later of the commencement of the offering of the Regulation S GDRs and the Rule 144A GDRs on behalf of the Company and/or any Affiliate (as defined in Rule 144 under the Act and hereinafter used as so defined) thereof and the last closing in respect of such offering, we will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom we (and anyone acting on our behalf) reasonably believe is a Qualified Institutional Buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, or (B) outside the United States to a person other than a U.S. Person (as such term is defined in Regulation S under the Act) in accordance with Regulation S.

OR

(b) We are a Qualified Institutional Buyer acting for our own account or for the account of one or more Qualified Institutional Buyers; we have agreed to acquire (or it has agreed to acquire), the Regulation S GDRs or the Shares in a transaction which we understand is being made in reliance upon Rule 144A, and, accordingly, we (or it) are separately taking all action necessary to cause the Shares being withdrawn to be deposited under the Rule 144A Deposit Agreement for issuance of Rule 144A GDR(s).

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in above paragraph 3(a)(iii).

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

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

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

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

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