

**NOT FOR PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION.**

**THE INFORMATION CONTAINED IN THIS MEMORANDUM IS INTENDED FOR THE HOLDERS OF FPG GDRs (AS DEFINED BELOW), THEIR BROKERS AND AUTHORISED REPRESENTATIVES. SAVE AS OTHERWISE PROVIDED BY APPLICABLE LAWS, ONLY HOLDERS OF FPG GDRs THAT ARE QUALIFIED INVESTORS PURSUANT TO THE LAW, BROKERS OF HOLDERS OF FPG GDRs AND HOLDERS OF FPG GDRs THAT ARE FOREIGN LEGAL OR NATURAL PERSONS MAY SUBMIT OFFERS (AS DEFINED BELOW) IN ACCORDANCE WITH THIS MEMORANDUM.**

**THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER UNDER THE LAWS OF THE RUSSIAN FEDERATION OR ANY OTHER JURISDICTION, OR AN ADVERTISEMENT, OR AN OFFER OF SECURITIES TO AN UNLIMITED NUMBER OF PERSONS WITHIN OR OUTSIDE THE RUSSIAN FEDERATION, OR AN INVESTMENT RECOMMENDATION, OR A NOTICE OF AN AUCTION, OR AN OFFER TO CONCLUDE A CONTRACT ON AN AUCTION IN ACCORDANCE WITH ARTICLES 447-449 OF THE CIVIL CODE OF THE RUSSIAN FEDERATION AND APPLICABLE LAW OF THE RUSSIAN FEDERATION.**

**THE TRANSACTIONS (AS DEFINED BELOW) CONTEMPLATED BY THIS MEMORANDUM ARE NOT CARRIED OUT, EITHER DIRECTLY OR INDIRECTLY, ON THE TERRITORY OF THE UNITED STATES OF AMERICA, NOR ARE THEY CARRIED OUT THROUGH THE USE OF THE UNITED STATES POSTAL SERVICE, ANY INSTRUMENTS OF INTERSTATE OR FOREIGN TRADE OF THE UNITED STATES OF AMERICA, OR ANY INFRASTRUCTURE OF THE NATIONAL STOCK EXCHANGE OF THE UNITED STATES OF AMERICA. THE AFOREMENTIONED RESTRICTION APPLIES, INTER ALIA, TO THE TRANSMISSION BY FAX, EMAIL, TELEPHONE, AND THE INTERNET. ACCORDINGLY, COPIES OF THIS MEMORANDUM, AS WELL AS ANY OTHER DOCUMENTS OR MATERIALS RELATED TO THE TRANSACTIONS SHALL NOT, DIRECTLY OR INDIRECTLY, BE SENT BY MAIL OR OTHERWISE TRANSMITTED, DISTRIBUTED, OR FORWARDED (INCLUDING BY CUSTODIANS, NOMINEES, OR TRUST MANAGERS) WITHIN THE TERRITORY OF THE UNITED STATES OF AMERICA. ANY OFFER (AS DEFINED BELOW) THAT DIRECTLY OR INDIRECTLY VIOLATES THE AFOREMENTIONED RESTRICTIONS, AS WELL AS ANY OFFER MADE BY A PERSON LOCATED IN THE UNITED STATES OF AMERICA, OR BY ANY AGENT, ATTORNEY, OR OTHER INTERMEDIARY ACTING ON THE INSTRUCTIONS OF A PRINCIPAL ORIGINATING IN THE UNITED STATES OF AMERICA, SHALL BE INVALID AND SHALL NOT BE ACCEPTED.**

**THIS MEMORANDUM IS NOT ADDRESSED TO U.S. PERSONS (AS DEFINED IN REGULATION S OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED AND SUPPLEMENTED) OR PERSONS LOCATED IN THE TERRITORY OF THE USA.**

## MEMORANDUM

### **Retail Technologies & Solutions Limited** **in relation to the invitation to make offers to exchange FPG GDRs for PJSC Fix Price ordinary shares on the conditions described below**

This Memorandum (the “**Memorandum**”) is published by Retail Technologies & Solutions Limited, a private company registered under the laws of the International Financial Centre “Astana” (the “**AIFC**”), Republic of Kazakhstan, BIN 250240900331, having its registered address at: Building 55/23, Mangilik El Prospekt, Esil District, Astana, Republic of Kazakhstan, postcode Z05T3D6 (the “**Company**”), which is a 100% subsidiary of Fix Price Group PLC, a public company registered in the AIFC, Republic of Kazakhstan, BIN 240640901065, with its registered address at: Building 55/23, Mangilik El Prospekt, Astana, Republic of Kazakhstan (“**FPG**”), and is addressed to the holders of global depositary receipts evidencing rights in respect of the FPG ordinary shares, issued under Regulation S<sup>1</sup> (ISIN: US33835G2057) (“**FPG GDRs**” or “**Holders of FPG GDRs**”) the rights to which are registered in depo accounts:

- the National Settlement Depository, OGRN 1027739132563 (“**NSD**”), or at other Russian depositories through a chain of rights registration including the NSD (“**Depositories under the NSD**”);
- the Public Joint Stock Company “SPB Bank”, OGRN 1037700041323 (“**SPB Bank**”), or at other Russian depositories through a chain of rights registration including SPB Bank (“**Depositories under SPB Bank**”); or
- in other Russian and foreign depositories through a chain of rights registration that does not include the NSD or SPB Bank (“**Other Depositories**”).

This Memorandum constitutes an invitation (the “**Invitation**”) to Holders of FPG GDRs to make offers to conclude the following exchange transactions with the Company (“**Transactions**” or “**Exchange**”, as applicable):

- A. in respect of Holders of FPG GDRs whose FPG GDRs are registered in depo accounts at the NSD, Depositories under the NSD, SPB Bank or Depositories under SPB Bank (“**Stock Exchange Holders of FPG GDRs**”), transactions involving an Exchange on a stock exchange (“**Exchange via Stock Exchange**”) of FPG GDRs for ordinary shares in public joint stock company “Fix Price”, registered under the laws of the Russian Federation, OGRN: 1247700816000, registered address: Premises 2T, 31 Leningradskoe Shosse, Voikovskiy municipal okrug, Moscow, 125212 (“**PJSC Fix Price**”), state registration number of the issue 1-01-08699-G dated 13/12/2024, ISIN: RU000A10B5G8 (“**PJSC Fix Price Shares**”), owned by the Company, in the manner and on the terms described in this Memorandum and in Schedule 1 hereto (“**Stock Exchange Offer**”);
- B. in respect of Holders of FPG GDRs whose FPG GDRs are registered in accounts with Other Depositories (“**Other Holders of FPG GDRs**”), transactions involving the over-the-counter Exchange of FPG GDRs for PJSC Fix Price Shares with an additional payment by the Other Holders of FPG GDRs (“**OTC Exchange**”), in the manner and on the terms described in this Memorandum and Schedules 2-4 hereto (“**OTC Offer**”, and together with the Stock Exchange Offer, the “**Offers**”).

---

<sup>1</sup> As defined in the U.S. Securities Act of 1933.

### ***Submission of Stock Exchange Offers***

The procedure for submitting Stock Exchange Offers is set forth in Schedule 1 to this Memorandum.

A Stock Exchange Offer may be submitted by a Stock Exchange Holder of FPG GDRs only via a Russian professional securities market participant engaged in brokerage activities (a “**Russian Broker**”), acting in its own name but at the expense, on the instruction, and in the interests of Stock Exchange Holders of FPG GDRs, and being a trading participant of the Moscow Exchange or SPB Exchange (in each case as defined below), as applicable, unless the Stock Exchange Holder of FPG GDRs itself is a trading participant of the Moscow Exchange or SPB Exchange, as applicable.

To submit a Stock Exchange Offer via a Russian Broker, Stock Exchange Holders of FPG GDRs must instruct the Russian Broker to submit the Stock Exchange Offer in accordance with the requirements of the respective Russian Broker, unless otherwise provided in the agreement between the Stock Exchange Holder of FPG GDRs and its Russian Broker. The Russian Broker shall independently determine the documents required for submission of the instruction by the Stock Exchange Holder of FPG GDRs based on the documents governing the relationship between the Russian Broker and the relevant Stock Exchange Holder of FPG GDRs.

### ***Submission of OTC Offers***

The procedure for submitting OTC Offers is set forth in Schedule 2 to this Memorandum.

Other Holders of FPG GDRs may submit an OTC Offer only via a Russian Broker acting in its own name but at the expense, on the instruction, and in the interests of the Other Holders of FPG GDRs under a brokerage, commission or agency agreement, except where:

- FPG GDRs of the Other Holder of FPG GDRs are registered in foreign Other Depositories; or
- the Other Holder of FPG GDRs is a qualified investor by virtue of law.

Other Holders of FPG GDRs whose FPG GDRs are registered in foreign Other Depositories shall submit OTC Offers through persons with a status equivalent to that of a Russian Broker in the jurisdiction where the FPG GDRs of such Other Holder of FPG GDRs are registered (“**Foreign Broker**”), who are acting in the interests of Other Holders of FPG GDRs (and in relation to Russian persons also in their own name) unless the Other Holder of FPG GDRs has no such Foreign Broker, the Other Holder of FPG GDRs is not entitled to submit an offer via the Foreign Broker or the Foreign Broker refuses to submit the OTC Offer on behalf of the Other Holder of FPG GDRs. In such cases:

- Russian legal or natural persons whose FPG GDRs are registered in foreign Other Depositories and who are not qualified investors by virtue of law must first transfer their FPG GDRs on account to a Russian Broker or to a Foreign Broker who can submit an OTC Offer in their interests in its own name;
- the remaining Other Holders of FPG GDRs must submit their OTC Offers independently.

When submitting OTC Offers and concluding Transactions, the Other Holders of FPG GDRs must act in full accordance with the requirements of the laws applying to them, including laws governing the procedures for concluding securities transactions. Neither the Company nor the Tender Agent (as defined below) shall bear liability for failure by the Other Holders of FPG GDRs to follow the requirements of applicable law when they submit OTC Offers. Holders of FPG GDRs should consult with their legal advisers regarding the legal requirements applying to them when submitting OTC Offers.

In this Memorandum, references to “**Broker**” shall refer to either a Russian Broker or Foreign Broker, as applicable.

To submit an OTC Offer via a Broker, Other Holders of FPG GDRs must instruct the Broker to submit OTC Offers in accordance with the Broker's requirements, unless otherwise stipulated in the agreement between the Other Holder of FPG GDRs and its Broker. The Broker shall independently determine the documents required for the submission of the instruction by the Other Holder of FPG GDRs, based on the document governing the relationship between the Broker and the relevant Other Holders of FPG GDRs.

Furthermore, the Broker shall submit to the Company in its own name a single OTC Offer on behalf of all Other FPG GDR Holders, in whose interests and at whose expense it is acting, whose FPG GDRs have identical broker depo account details in the higher-level depository. The Broker may submit several separate OTC Offers on behalf of the Other Holders of FPG GDRs in whose interests and at whose expense it is acting, where submitting a single OTC Offer is either impossible or impractical.

Other Holders of FPG GDRs who are qualified investors by virtue of law may submit OTC Offers either independently or through a Broker.

For purposes of this Memorandum, references to Holders of FPG GDRs shall incorporate references to the Brokers acting on their own behalf, but in the interests and at the expense of the Holders of FPG GDRs, unless the context otherwise requires.

To participate in the Invitation, Holders of FPG GDRs and their Brokers must independently verify that the Holders of FPG GDRs satisfy the terms of the Invitation, and must comply with the requirements and deadlines prescribed by the Memorandum. FPG, the Company, the Company's Broker (as defined below), the Tender Agent, and their officers and employees shall bear no liability for failure by a Holder of FPG GDRs and/or its Broker to comply with the terms, requirements, and/or deadlines of this Invitation.

As part of the Exchange, Holders of FPG GDRs will receive 158 (one hundred and fifty-eight) PJSC Fix Price Shares for each FPG GDR (the “**Exchange Ratio**”). The Exchange Ratio has been determined by the Company on the assumption that after the Exchange FPG will remain a controlling person of PJSC Fix Price and certain other foreign businesses of FPG group that are not consolidated with PJSC Fix Price. In determining the Exchange Ratio, the Company has endeavoured to ensure the economic neutrality of the Exchange for Holders of FPG GDRs as of the publication date of this Memorandum. Holders of FPG GDRs may also refer to the opinion of an independent adviser confirming the economic neutrality of the Exchange Ratio, available at <https://exchange.fix-price.com>.

Other Holders of FPG GDRs who submit an OTC Offer must additionally pay to the Company, as part of the purchase price of the PJSC Fix Price Shares, an amount equal to EUR 0.075 (seven point five eurocents), multiplied by the number of FPG GDRs in respect of which the OTC Offer was submitted (the “**Cash Payment**”). The Cash Payment shall be made at the discretion of the Other Holder of FPG GDRs that submitted an OTC Offer:

- in euros to the Company’s Foreign Bank Account (as specified in the OTC Offer); or
- in Russian roubles, at the exchange rate of the Bank of Russia effective on the first day of the OTC Offer Acceptance Period (as defined below), to the Russian Bank Account of the Company (as specified in the OTC Offer). The Company will publish a separate press release on the applicable euro-to-Russian rouble exchange rate at <https://exchange.fix-price.com>.

**When transferring a Cash Payment, the full name of the legal or natural person submitting the OTC Offer regarding which the Cash Payment is being made and the number of FPG GDRs regarding which the OTC Offer was submitted must be stated in the “Purpose of payment” or suchlike field of the payment instruction. Non-completion of this field entails the risk that the settlement under the OTC Offer cannot be made.**

Other Holders of FPG GDRs shall be independently liable for the Cash Payment being credited to the Company bank account that they selected. A Cash Payment may be transferred to the Company by a third party in the interests of the Other Holder of FPG GDRs. When submitting an OTC Offer via a Broker (including a single OTC Offer), the Broker must independently ensure the collection of the Cash Payment amount from its clients – Other Holders of FPG GDRs – and transfer this amount to the account of the Company in a single payment for each single OTC Offer submitted by such Broker.

The Cash Payment amount received by the Company from participants in the OTC Exchange shall be used to compensate the Company for the costs of subsequently converting the acquired FPG GDRs into FPG shares and also to pay other infrastructure costs. Absence of a Cash Payment in the Exchange via Stock Exchange is due to the impossibility of collecting this payment resulting from technical limitations of the infrastructure through which the Exchange via Stock Exchange is carried out.

**RECEIPT OF STOCK EXCHANGE OFFERS SHALL COMMENCE ON THE DATE OF THIS MEMORANDUM AND WILL END AT 15:00 MOSCOW TIME ON 4 JULY 2025 (UNLESS SUCH PERIOD IS EXTENDED BY THE COMPANY) (THE “STOCK EXCHANGE OFFER SUBMISSION PERIOD”)**

**RECEIPT OF OTC OFFERS SHALL COMMENCE ON THE DATE OF THIS MEMORANDUM AND END AT 19:00 MOSCOW TIME ON 4 JULY 2025 (UNLESS SUCH PERIOD IS EXTENDED BY THE COMPANY) (THE “OTC OFFER SUBMISSION PERIOD”).**

Transactions under this Memorandum shall be concluded only in respect of a whole number of FPG GDRs. The transfer of a fractional number of FPG GDRs is not permitted.

The Company notes that participation in the Invitation is voluntary, and Holders of FPG GDRs should independently assess the advantages and disadvantages of the Transactions, including the tax consequences of the Transactions, and make their own decision as to whether they would like to participate in the Invitation or retain their FPG GDRs, in each case based on their own situation and specific circumstances. Holders of FPG GDRs should consult with a broker, accounting, tax, financial, legal and other advisers, as necessary, for advice in making an investment decision, regarding the consequences (tax, accounting and other) of concluding the Transactions, as well as regarding the legality of concluding them.

The Memorandum does not create any rights or obligations of the Company, the Company's Broker, the Tender Agent, Holders of FPG GDRs or other persons under the Transactions until Offers are accepted. The Company has the right not to accept any Offer at its own discretion for any reason, including (i) in the event of non-compliance of the Offer or other documents submitted in connection with the submission of the Offer with the requirements of the Memorandum, (ii) if the acceptance of such Offer would result in a breach of the conditions of the Invitation, (iii) in other cases provided for in the Memorandum. The Company has the right at any time to terminate the Invitation and, in cases provided for by laws, to suspend or terminate settlement of the Transactions.

Holders of FPG GDRs and the Company shall independently pay the brokerage and other potential fees and charges payable by Holders of FPG GDRs and the Company, respectively.

The validity of the Invitation and the acceptance of Offers depend, among other things, on the occurrence of the conditions listed in Section 5 (*Certain Conditions of the Invitation*) of the Memorandum.

The Company has engaged "ALOR+" LLC (OGRN: 1027700075941) as the Company's Broker for the purposes of the Exchange via Stock Exchange (the "**Company's Broker**"). For the performance of agent functions during collection of OTC Offers the Company has also engaged a separate entity (the "**Tender Agent**").

Questions concerning the procedure for submitting Stock Exchange Offers may be addressed to the Russian Broker of the respective Stock Exchange Holder of FPG GDRs.

Questions concerning the procedure for submitting OTC Offers may be addressed to the Tender Agent via email at: [exchange@fix-price.com](mailto:exchange@fix-price.com).

General questions regarding this Invitation may be also directed to: [exchange@fix-price.com](mailto:exchange@fix-price.com).

All information regarding this Invitation will be published on the website: <https://exchange.fix-price.com>.

**THE COMPANY IS NOT EXTENDING INVITATIONS TO MAKE OFFERS AND WILL NOT ACCEPT OFFERS FROM THE HOLDERS OF FPG GDRS LOCATED IN ANY JURISDICTION WHERE IT WOULD BE ILLEGAL TO DO SO.**

**THE COMPANY MAKES NO RECOMMENDATION AS TO WHETHER ANY HOLDERS OF FPG GDRS SHOULD PARTICIPATE IN THE INVITATION AND CONCLUDE TRANSACTIONS. HOLDERS OF FPG GDRS SHOULD CONSULT WITH A BROKER, ACCOUNTING, TAX, FINANCIAL AND LEGAL ADVISERS, AS NECESSARY, FOR ADVICE IN MAKING AN INVESTMENT DECISION, REGARDING THE CONSEQUENCES (TAX, ACCOUNTING AND OTHER) OF CONCLUDING THE TRANSACTIONS, AS WELL AS REGARDING THE LEGALITY OF CONCLUDING INTO THEM.**

This Memorandum is dated 5 June 2025

## CONTENTS

1. EXPECTED TIMETABLE OF THE INVITATION AND TRANSACTIONS.....	8
2. FORWARD-LOOKING STATEMENTS .....	9
3. BACKGROUND TO THE INVITATION .....	11
4. CERTAIN EFFECTS OF THE INVITATION AND POTENTIAL RISKS FOR HOLDERS OF FDR GDRs.....	12
5. CERTAIN CONDITIONS OF THE INVITATION .....	18
6. AMENDMENTS TO THE CONDITIONS OF THE INVITATION .....	19
7. CERTAIN LEGAL MATTERS.....	20
8. CERTAIN INFORMATION ABOUT THE COMPANY .....	20
9. APPLICABLE LAW AND DISPUTE RESOLUTION.....	20
10. CERTAIN DEFINITIONS.....	22
SCHEDULE 1. PROCEDURE FOR THE SUBMISSION OF STOCK EXCHANGE OFFERS.	24
SCHEDULE 2. PROCEDURE FOR SUBMISSION OF OTC OFFERS AND CONCLUSION OF TRANSACTIONS WITH OTHER HOLDERS OF FPG GDRs.....	32
SCHEDULE 3. OTC OFFER FORM .....	41
SCHEDULE 4. TERMS AND CONDITIONS OF SALE AND PURCHASE AGREEMENTS .	46

## 1. EXPECTED TIMETABLE OF THE INVITATION AND TRANSACTIONS

	Event	Date
	Publication of Memorandum	5 June 2025
<b>Exchange via Stock Exchange</b>	Commencement of the Stock Exchange Offer Submission Period	not later than 5 June 2025
	End of the Stock Exchange Offer Submission Period	15:00 Moscow time on 4 July 2025
	Acceptance of Stock Exchange Offers (the “ <b>Stock Exchange Offer Acceptance Date</b> ”)	9 July 2025
	Settlement of Transactions concluded by acceptance of Stock Exchange Offers	10 July 2025
<b>OTC Exchange</b>	Commencement of the OTC Offer Submission Period	5 June 2025
	End of the OTC Offer Submission Period	19:00 Moscow time on 4 July 2025
	OTC Offer Acceptance (“ <b>OTC Offer Acceptance Period</b> ”, and each respective date of acceptance of an OTC Offer – “ <b>OTC Offer Acceptance Date</b> ”)	7 July 2025 - 11 July 2025
	Payment of the Cash Payment by Other Holders of FPG GDRs to the Company	within 5 Business Days from the OTC Offer Acceptance Date
	Transfer of FPG GDRs by Other Holders of FPG GDRs to the Company	within 14 Business Days from the OTC Offer Acceptance Date
	Transfer by the Company of PJSC Fix Price Shares to Other Holders of FPG GDRs whose OTC Offers were accepted	within 3 Business Days from the date of transfer of FPG GDRs to the Company
	Announcement of completion of settlements under the Transactions	as soon as practicable after completion of settlements

The specified dates are indicative and may be revised by the Company, and also depend on the actions of third parties that are beyond the Company’s control.



## 2. FORWARD-LOOKING STATEMENTS

Some of the information set forth in this Memorandum may contain forward-looking statements. All statements other than statements of historical facts included in this Memorandum, as well as statements made in any supplement to this Memorandum, in presentations, in responses to questions or other materials that relate to activities, events or developments that the Company anticipates or expects in the future, including, but not limited to, such matters as forecasts, future capital expenditures, business strategy, competitive advantages, goals, future acquisitions, development of production assets, industry and market changes, and the growth of business and operations of PJSC Fix Price (which are often, but not always, accompanied by such words and phrases as “anticipates,” “expects,” “estimates,” “projects,” “believes,” “intends,” “plans,” “may,” “will,” “seeks,” “continues,” “contemplates” and other similar expressions) are forward-looking statements. Although the Company believes that in making any forward-looking statements the Company’s expectations are based on reasonable assumptions, any such forward-looking statements contain an element of uncertainty and should be considered, among others, in light of the following important factors, which could cause actual performance of PJSC Fix Price to differ materially from that anticipated in the forward-looking statement:

- changes in political, social, legal or economic conditions in Russia and other jurisdictions where the companies of the PJSC Fix Price group (the “**Fix Price Group**”) conduct their business operations;
- general sectoral trends;
- changes in the balance of supply and demand for products, sold by Fix Price Group;
- an objective increase in the cost of raw materials and the production cycle for suppliers, an increase in the energy component in the cost price;
- changes in the ability of the Fix Price Group to finance its future activities and attract the necessary financial resources through borrowing or otherwise;
- changes in the ability of the Fix Price Group to successfully implement its business development strategy;
- changes in the Fix Price Group's ability to successfully integrate its businesses, including acquired businesses, and to realize the anticipated cost savings and operating benefits from such integration;
- the effect of any expansion of the Fix Price Group's businesses and markets of presence on its earnings potential and profitability levels;
- changes to laws and regulatory acts governing the operations of the Fix Price Group, including local legislative changes related to restrictions on the range of products or pricing;
- the effects of the imposition of Foreign Restrictions (as defined below) and export controls, or economic isolation;
- competition in the retail and low fixed-price store markets and other markets related to the Fix Price Group’s business;
- shifts in supply and demand in the retail and low fixed-price store markets and other markets related to the Fix Price Group’s business;
- a shift towards omnichannel strategies and the development of e-commerce;

- consequences of supply chain disruptions;
- the consequences of any regulatory or judicial proceedings;
- unforeseen changes in operating costs, liquidity needs and capital expenditures;
- failure by subcontractors or suppliers to meet their commitments;
- the consequences of international geopolitical events;
- changes in inflation, interest rates or exchange rates;
- shortage of qualified personnel; and
- the emergence of other risks affecting the activities and financial position of the Fix Price Group, as well as the management of the above risks.

The above list is not exhaustive. The Company makes no representations, warranties or predictions that the results anticipated in the forward-looking statements will be achieved. Forward-looking statements represent only one of many possible scenarios and should not be considered as the most likely or standard scenario. Accordingly, Holders of FPG GDRs should not place undue reliance on such forward-looking statements.

**ANY FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. SUBJECT TO APPLICABLE LAWS, THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES ARISING AFTER THE DATE ON WHICH SUCH FORWARD-LOOKING STATEMENT WAS ORIGINALLY MADE, OR TO REFLECT THE OCCURRENCE OF UNFORESEEN EVENTS. FROM TIME TO TIME, NEW FACTORS EMERGE, AND IT IS NOT POSSIBLE FOR THE COMPANY TO PREDICT THEM ALL; NOR CAN THE COMPANY ASSESS THE IMPACT OF EACH SUCH FACTOR OR THE EXTENT TO WHICH ANY FACTOR OR COMBINATION OF FACTORS MAY CAUSE RESULTS TO DIFFER MATERIALLY FROM THOSE DESCRIBED IN ANY FORWARD-LOOKING STATEMENT.**

### 3. BACKGROUND TO THE INVITATION

Significant changes in the macroeconomic, geopolitical, and regulatory environment, together with disruptions affecting the proper functioning of the infrastructure for recording shareholder rights and effecting settlements – which the FPG group has experienced in recent years – have adversely affected, inter alia, the ability of Holders of FPG GDRs to exercise their corporate rights, including to receive dividends, vote at general meetings of FPG shareholders and other corporate actions.

Following February 2022, in consequence of the imposition of Foreign Restrictions (as defined below) and subsequent measures taken in response by the authorised Russian bodies, which have imposed various restrictions on transactions with certain parties (including restrictions on entering into securities transactions between certain non-residents and residents, cross-border loan provisions and the distribution of dividends to non-residents, restrictions on servicing the existing indebtedness of Russian residents to non-residents, etc.) (“**Russian Restrictions**”), the applicable regulatory framework for FPG has undergone substantial changes. In particular, as a result of the imposed Foreign Restrictions and Russian Restrictions, dividends paid by FPG may not be transferred to certain categories of Holders of FPG GDRs for reasons beyond FPG’s control.

Currently, FPG GDRs remain listed on stock markets of Public Joint-Stock Company Moscow Exchange MICEX-RTS (“**Moscow Exchange**”) and Public Joint-Stock Company “SPB Exchange” (“**SPB Exchange**”), however, trading on these exchanges involving investors who are not Russian residents is impeded by the Russian Restrictions. The liquidity of FPG GDRs on these exchanges has also been adversely affected by the Foreign Restrictions imposed on the Russian depository and clearing infrastructure, which have deprived investors whose FPG GDRs were registered in foreign depositories of access to trading. A further negative impact on the liquidity of FPG GDRs was caused by their exclusion by Moscow Exchange from the calculation base of the MOEX Index and the RTS Index, the main indices of the Russian securities market, in September 2023.

Furthermore, due to the Bank of Russia's adoption of a new regulation, starting on 1 January 2025, FPG GDRs became securities that are accessible in the Russian Federation only to qualified investors and were transferred to Level 3 (unquoted) of the list of securities admitted to trading on the Moscow Exchange, which significantly reduced the number of persons who could acquire FPG GDRs. The above events have thus caused the market for FPG GDRs to become restricted.

In August 2024, FPG took the decision to terminate the listing of FPG GDRs on the London Stock Exchange due to the suspension of trading in FPG GDRs on that exchange since 3 March 2022, with no signs of resumption in the foreseeable future. Currently, FPG GDRs also remain listed on the Astana International Exchange (“**AIX**”), where they can be traded with participation of foreign investors. However, Russian investors have limited access to trading in FPG GDRs on AIX due to Foreign Restrictions, which also negatively affects the liquidity of FPG GDRs on AIX.

In light of the above, the FPG group actively developed available corporate restructuring options to protect the interests of Holders of FPG GDRs, eliminate a number of obstacles to the exercise of their rights (including rights to receive dividends), and maintain the stability and liquidity of their investments in the FPG group. On 19 December 2024, a new Russian subsidiary of FPG, JSC Fix Price (now PJSC Fix Price), was established, to which, on 23 January 2025, FPG transferred its participatory interests in the key Russian operating companies of the FPG group, namely a 99.999999% participatory interest in LLC Best Price and 1% participatory interest in LLC Best Price Export (the remaining 99% participatory interest in LLC Best Price Export is owned by LLC Best Price). Thus, PJSC Fix Price became the sole holder of the Russian assets of the FPG group. FPG remains the controlling entity of PJSC Fix Price and, as of the date of this Memorandum, holds 100% of the PJSC Fix Price Shares. Furthermore, FPG retains control over foreign assets of FPG group that are not consolidated with PJSC Fix Price.

On 11 April 2025, JSC Fix Price obtained public company status. On 4 June 2025, the Moscow Exchange took the decision to include PJSC Fix Price Shares in the “Level 1” section of the list of

securities admitted to trading on the Moscow Exchange starting from 9 July 2025. In connection with the start of the Exchange and the ongoing restructuring, the Board of Directors of FPG on 4 June 2025 adopted a decision to delist the FPG GDRs from the Moscow Exchange and the SPB Exchange. In connection with this it is expected that the Moscow Exchange soon will restrict settlement codes for trading in FPG GDRs on the Moscow Exchange with subsequent suspension of trading of FPG GDRs. Final decisions on the delisting of FPG GDRs from the Moscow Exchange and the SPB Exchange and the timing thereof will be made by the respective exchanges, but the delisting of FPG GDRs from these exchanges is expected to occur approximately concurrently with the commencement of trading in PJSC Fix Price Shares on the Moscow Exchange.

On 11 February 2025, Retail Technologies & Solutions Limited (the “Company”) was incorporated in the AIFC, with 100% of its shares owned by FPG. The Company is the initiator of the Exchange and will act as the counterparty to Holders of FPG GDRs participating in the Exchange. PJSC Fix Price Shares required for making settlements under the Exchange will be transferred by FPG to the Company prior to the commencement of the relevant settlements under the Exchange.

Upon completion of the preparatory corporate procedures necessary for the commencement of trading in PJSC Fix Price Shares on the Moscow Exchange and the implementation of the Exchange, the Company, by way of the Invitation, offers Holders of FPG GDRs the opportunity to participate in the Exchange and become shareholders of PJSC Fix Price, thereby preserving their economic stake in the FPG group and obtaining a liquid instrument, admitted to trading on the Moscow Exchange, not subject to the restrictions applicable to FPG GDRs.

In view of the current market and regulatory environment, each Holder of FPG GDRs to whom the Invitation applies must independently decide whether to participate in the Invitation on its terms, based on their specific circumstances and the restrictions that apply to them.

Following the completion of the Exchange, FPG will continue to operate and to be the controlling entity of PJSC Fix Price. Currently, FPG has no plans to delist the FPG GDRs from AIX or to terminate its depository programme. Therefore, provided the Exchange is successfully completed, FPG GDRs will be traded on AIX, and PJSC Fix Price Shares will be traded on the Moscow Exchange, which will minimise the effect of the current restrictions on foreign and Russian investors, respectively.

#### **4. CERTAIN EFFECTS OF THE INVITATION AND POTENTIAL RISKS FOR HOLDERS OF FPG GDRs**

When deciding whether to participate in the Invitation and submit Offers, Holders of FPG GDRs are urged to consider the information contained in this Section.

***Holders of FPG GDRs that do not participate in the Invitation will remain Holders of FPG GDRs and will bear the risks involved in owning FPG GDRs***

If Holders of FPG GDRs do not participate in the Invitation and do not submit Offers regarding FPG GDRs, or if the Company does not accept their Offers, they will continue to own FPG GDRs and, accordingly, will bear the risks and be subject to the restrictions involved in such ownership, including the following:

- as of 1 January 2025, due to the coming into effect of Bank of Russia Directive No. 6885-U dated 1 October 2024, FPG GDRs in the Russian Federation became securities intended only for qualified investors and were transferred to Level 3 (unquoted) of the list of securities admitted to trading on the Moscow Exchange. This means that, unless otherwise provided for by law, Holders of FPG GDRs that continue to own FPG GDRs can sell them only through a Broker. FPG GDRs can be purchased only by persons that are qualified investors and only through a Broker (unless otherwise provided for by law);

- the FPG group has announced the adoption of a decision to delist FPG GDRs from the Moscow Exchange and the SPB Exchange. Following the delisting of FPG GDRs from the Moscow Exchange and the SPB Exchange, Holders of FPG GDRs whose FPG GDRs are currently admitted to trading on the Moscow Exchange and the SPB Exchange (primarily Russian Holders of FPG GDRs) will no longer be able to trade FPG GDRs on those trading platforms. Although following the Exchange, FPG GDRs will continue to be listed on AIX, the liquidity of FPG GDRs on this platform is limited, and many Russian investors will be unable to access trading on AIX due to Foreign Restrictions. Given the above, as well as the current Foreign Restrictions and Russian Restrictions, future sales of FPG GDRs may be difficult or impossible;
- for Holders of FPG GDRs whose title to FPG GDRs is recorded in the NSD, Depositories under the NSD, SPB Bank, and Depositories under SPB Bank, restrictions on the exercise of their corporate rights with respect to FPG GDRs that arose through the imposition of Foreign Restrictions and the effect of those Foreign Restrictions on the recording and settlement infrastructure will continue to apply (until the respective Foreign Restrictions are either lifted or reduced). Among other things, such Holders of FPG GDRs could be prevented from participating in a distribution of capital (including dividends) or in voting at FPG general shareholders' meetings;
- in connection with the termination, at the initiative of The Bank of New York Mellon, of its powers as the depository bank for the FPG GDR programme, on 11 October 2024 the new entity to perform the functions of depository and other administrative duties for the FPG GDR programme became RCS Trust and Corporate Services Ltd. The new depository agreement provides for certain restrictions on the rights of Holders of FPG GDRs, including, inter alia, the absence of voting rights for certain categories of Holders of FPG GDRs;
- other risks and restrictions as described in Section 3 (*Background to the Invitation*) above.

***Transactions will be conducted with Foreign Restrictions and Russian Restrictions in place***

The Foreign Restrictions, as well as a tightening or more conservative interpretation of those restrictions, may affect performance of the Transactions and the settlements thereunder. Holders of FPG GDRs wishing to participate in the Invitation should, either independently or together with their legal advisers, analyse how Foreign Restrictions will apply to the Transactions, particularly where Holders of FPG GDRs will be receiving PJSC Fix Price Shares under the Exchange, and should make their own decision about participating in the Invitation based on such analysis.

In particular, if settlements under the Transactions cannot take place within the Russian depository infrastructure and foreign organisations (including Euroclear Bank SA/NV and Clearstream Banking, S.A.) take part in them, there is a risk that the settlements will be either substantially delayed or impossible to complete because of the Foreign Restrictions. Furthermore, if the Cash Payment under the OTC Exchange is made as a cross-border payment, there is a risk of significant delay or failure to credit the Cash Payment to the Company's account.

If the Cash Payment is not credited to the Company's account or the FPG GDRs are not credited to the Company's account within the timeframe stipulated by the terms of the Transaction, the Transaction will be terminated. If the Transaction is terminated, the Company will take the necessary steps to return the Cash Payment and FPG GDRs to the Holder of FPG GDRs, who will be required to take the necessary actions on its part to credit the returned FPG GDRs to its account.

In connection with the Russian restrictions, some Holders of FPG GDRs may need permits to dispose of FPG GDRs and to acquire PJSC Fix Price Shares as part of the Transactions. Holders of FPG GDRs are solely responsible for obtaining the necessary permits, and in the absence of such permits, such Holders of FPG GDRs may not be able to conclude or settle the Transactions.

It is also impossible to rule out the possibility of new Russian Restrictions being introduced or existing ones being interpreted more broadly, which could prevent the execution of the Transactions and the settlement thereof at all, or without obtaining additional permits. In the latter case, there are no guarantees of obtaining such additional permits for the execution of the Transactions within the timeframes established by this Invitation, or at all.

***Obligation to comply with the procedures established for participation in the Invitation***

Holders of FPG GDRs must comply with all procedures for submitting Offers, including the deadlines for sending Offers, in order to be able to conclude the Transactions. Failure by the Holders of FPG GDRs to comply with the requirements described in the Memorandum and its schedules may result in the Offer being invalidated or its acceptance being refused, except in cases where the Company waives the application of the relevant requirement. Neither the Company nor any other person is obliged to notify the Holder of FPG GDRs of any shortcomings or defects in the Offer or of its failure to comply with any requirements for participation in the Invitation, and no person shall be liable in connection with the absence of such notification.

***No assurance that the Transactions will be concluded and executed***

Until the Company accepts the Offers and the FPG GDRs are transferred under the Transactions to the Company, and in the case of OTC Exchange also until the Cash Payment is transferred to the Company's account, the Company makes no warranties or assurances that the FPG GDRs will be acquired from Holders of FPG GDRs and that the PJSC Fix Price Shares will be transferred to the respective Holders of FPG GDRs, even if the Holder of FPG GDRs completes all the procedures specified in the Invitation. Offers might not be accepted and the Transactions might not be concluded for any reason, including those stated in the Memorandum. The validity of the Invitation and settlements under the Transactions may be terminated if, among other things, the conditions described in Section 5 (*Certain Conditions of the Invitation*) below occur.

***Offers might not be accepted and settlements under the Transactions might not take place within the prescribed timeframes or at all for reasons beyond the control of the Company and the Holders of FPG GDRs participating in the Invitation***

In addition to the Company and the Holders of FPG GDRs, other financial market participants will be involved in the process of processing Offers and settlements under Transactions with both Stock Exchange Holders of FPG GDRs and Other Holders of FPG GDRs, including Brokers, the Company's Broker, the Tender Agent, depositories, exchanges, and banks, which may impose additional requirements on the Holders of FPG GDRs for submitting Offers and making settlements. Settlements for Transactions carried out through the Moscow Exchange and the SPB Exchange infrastructure largely depend on the functionality and technical features of such infrastructure, as well as on the Brokers submitting and accepting Stock Exchange Offers.

Given the potential number of participants in the Invitation and the structure of the Invitation and Transactions, the processing of Offers and settlement of the Transactions may cause technical difficulties and require a large number of manual operations by infrastructure participants, which may lead to errors and delays in carrying out the relevant operations, and, as a consequence, to non-acceptance of Offers and failure to carry out settlement of the Transactions within the established timeframes or at all.

If foreign organisations become involved in settlements under the Transactions with Other Holders of FPG GDRs, there will be a considerably increased risk that those settlements will either be delayed or will become impossible due to the imposed Foreign Restrictions. See also "*Transactions will be conducted with Foreign Restrictions and Russian Restrictions in place*" above.

Furthermore, Other Holders of FPG GDRs should note that the Transactions with Other Holders of FPG GDRs can be terminated if circumstances specified in Section 5 (*Certain Conditions of the Invitation*) below occur.

Holders of FPG GDRs intending to participate in the Invitation should take into account the above circumstances, which may have a negative impact on the acceptance of Offers and on the timing and possibility of settlement of the Transactions.

***Holders of FPG GDRs should assess the need to consult with advisers when deciding whether to participate in the Invitation***

Each Holder of FPG GDRs must independently assess the advantages and risks of participating in the Invitation and concluding Transactions. Holders of FPG GDRs, as necessary, should consult with their broker, accounting, tax, financial and legal advisers for advice in making a decision on participation in the Invitation, on the consequences (tax, accounting and other) of concluding Transactions, as well as on the legality of concluding Transactions by such Holders of FPG GDRs, taking into account the requirements of applicable laws.

***Holders of FPG GDRs must independently assess the tax consequences of the Transactions***

Holders of FPG GDRs should be aware that the Exchange under this Invitation may have certain tax consequences. Holders of FPG GDRs shall independently, including by engaging tax specialists at their own expense, assess the consequences of the Transactions based on their specific circumstances. Additionally, Holders of FPG GDRs must review the tax memorandum describing certain tax consequences of the Exchange in Russia and Kazakhstan, available at <https://exchange.fix-price.com>.

The Company makes no representations regarding the tax consequences of the Transactions for any Holder of FPG GDRs.

***PJSC Fix Price's business will, to a large extent, be exposed to the same risks as the business of FPG***

Following the restructuring of the FPG group, PJSC Fix Price became the primary holder of the Russian assets of the FPG group. Therefore, the business of the Fix Price Group will, to a large extent, be exposed to risks previously applicable to FPG, including but not limited to:

- sector-specific risks (e.g. difficulty attracting skilled personnel, supply chain disruptions, market competition);
- country and regional risks (e.g. geopolitical, economic, sanctions, and social risks);
- financial risks (e.g. interest rate fluctuations, foreign exchange risk, liquidity risk); and
- legal risks (in particular, risks relating to changes in currency laws and tax laws).

Should the above risks, or any one of them, materialise, this could have an adverse effect on PJSC Fix Price's business, financial condition, and results of operations.

***The PJSC Fix Price corporate governance structure and rights of PJSC Fix Price shareholders differ from the FPG corporate governance structure and rights of Holders of FPG GDRs***

The PJSC Fix Price corporate governance structure and rights of PJSC Fix Price shareholders have a number of differences from FPG, including:

- the PJSC Fix Price Charter specifies a different procedure for passing decisions at general shareholders' meetings than that of FPG;

- all members of the PJSC Fix Price board of directors are elected at a PJSC Fix Price general shareholders' meeting by cumulative voting;
- shareholders of PJSC Fix Price may exercise their pre-emptive rights during a new share offering by PJSC Fix Price only as provided for by Russian law;
- in PJSC Fix Price, the circumstances when a mandatory tender offer shall be made, the timeframe and terms for making such offer, and the procedure for implementing a mandatory buyout are governed by Russian law.

Accordingly, when deciding whether to submit an Offer, Holders of FPG GDRs intending to participate in the Exchange should factor in the specifics of PJSC Fix Price corporate governance and shareholders' rights that in certain ways differ from those provided for in the FPG Charter. Such Holders of FPG GDRs should read the PJSC Fix Price Charter, which is available at: <https://e-disclosure.ru/portal/company.aspx?id=39347>.

***Significant sales of PJSC Fix Price Shares after the Exchange could reduce their price***

PJSC Fix Price shareholders who receive PJSC Fix Price Shares as a result of the Exchange will be able to sell them on the trading market as soon as trading commences on the Moscow Exchange. There is a possibility that some PJSC Fix Price shareholders may decide to sell the PJSC Fix Price Shares acquired under the Exchange owing to the profile of PJSC Fix Price's business, its market capitalisation as an independent issuer, the expected level of liquidity of the PJSC Fix Price Shares, this investment not aligning with their investment objectives, or for other reasons.

The sale of a significant number of PJSC Fix Price Shares, or market expectations thereof, could result in a decrease in the market price of PJSC Fix Price Shares immediately following the completion of the Exchange.

***The Exchange Ratio determined by the Company may not ensure the economic neutrality of the Exchange for Holders of FPG GDR in the future***

To ensure the economic neutrality of the Exchange, the Company has determined the Exchange Ratio based on the information available to it and obtained the opinion of an independent consultant which confirmed the economic neutrality of the specified Exchange Ratio. Said opinion is available on the website <https://exchange.fix-price.com>. Since the Company proceeded from certain assumptions in determining the Exchange Ratio, it cannot rule out that other persons may arrive at different results when determining the Exchange Ratio if they use different assumptions or different methods of determination. Furthermore, after completion of the Exchange, the market price of PJSC Fix Price Shares and FPG GDRs will fluctuate, among other reasons, due to trading dynamics and the liquidity of said securities on the Moscow Exchange and AIX, respectively. For this reason, the Exchange Ratio may not ensure the economic neutrality of the Exchange for Holders of FPG GDR as of a date occurring after the date of publication of this Memorandum.

The Company emphasizes that participation in the Exchange is voluntary, and that in submitting an Offer, Holders of FPG GDR agree to the Exchange Ratio determined by the Company.

***The market price of PJSC Fix Price Shares post-Exchange may be higher or lower than the value used for the purposes of the Exchange***

For the purposes of the Exchange, the Company has determined that the price per PJSC Fix Price Share is RUB 0.9545 (zero point nine thousand five hundred forty-five) (without taking into account the Cash Payment).

However, the market price of PJSC Fix Price Shares following the completion of the Exchange may be higher than, equal to, or lower than the value of PJSC Fix Price Shares determined for the purposes of the Exchange. After the completion of the Exchange, the market price of PJSC Fix Price Shares will



be influenced by numerous factors that could not be taken into account by the Company in determining the Exchange Ratio, including the supply and demand for PJSC Fix Price Shares on the Moscow Exchange.

***Trading volumes in PJSC Fix Price Shares on the Moscow Exchange after the Exchange may be insignificant***

Despite the inclusion of PJSC Fix Price Shares in the “Level 1” section of the list of securities admitted to trading on the Moscow Exchange, there are no guarantees that trading volumes of PJSC Fix Price Shares on the Moscow Exchange after the Exchange will be substantial. Should the trading volumes in PJSC Fix Price Shares on the Moscow exchange prove to be insignificant, this could have a material adverse effect on both the liquidity and market price of PJSC Fix Price Shares.

***The price of PJSC Fix Price Shares may fluctuate significantly following the commencement of public trading on the Moscow Exchange***

Various macroeconomic, geopolitical, market, sectoral, and other factors may influence the market price of PJSC Fix Price securities regardless of its actual operating performance. These changes could lead to unforeseen losses for investors who might not have the opportunity to sell their shares in time. Additionally, frequent fluctuations in the market price of PJSC Fix Price Shares may hinder the attraction of new investors, which could adversely affect the reputation of the PJSC Fix Price Group.

***PJSC Fix Price Shares may be delisted from the Moscow Exchange or their listing level may be lowered***

On 4 June 2025, the Moscow Exchange decided to include PJSC Fix Price Shares in “Level 1” of the list of securities admitted to trading on the Moscow Exchange starting from 9 July 2025. In order for PJSC Fix Price Shares to keep their listing level on the Moscow Exchange, PJSC Fix Price must comply with the listing requirements, which include, among other things, complying with Russian securities laws and Bank of Russia regulations, as well as certain requirements regarding corporate governance, trading volume on the secondary market, and the percentage and price of free-float PJSC Fix Price Shares. Substantial failure to follow the listing rules and requirements can constitute grounds for lowering the listing level or delisting PJSC Fix Price Shares from the Moscow Exchange. Such lowering or delisting could have an adverse effect on the liquidity and price of PJSC Fix Price Shares.

PJSC Fix Price's obtaining of public company status and the admission to trading of PJSC Fix Price Shares on the Moscow Exchange also made PJSC Fix Price liable to regulation combating the unlawful use of insider information and market manipulation, as well as other Russian laws that apply to public companies, including requirements for preparing financial statements and information disclosure. A substantial failure to follow the requirements applicable to PJSC Fix Price could also constitute grounds for PJSC Fix Price Shares to be removed from the list of securities admitted to trading on the Moscow Exchange and for legally prescribed penalties to be applied.

***The interests of the Holders of FPG GDRs acquiring PJSC Fix Price Shares under the Exchange may diverge from the interests of FPG, which is expected to remain the majority shareholder of PJSC Fix Price after the Exchange, and of FPG's key shareholder***

As of the date of this Memorandum, FPG owns 100% of the PJSC Fix Price Shares. It is anticipated that following the Exchange, FPG will continue to be the majority shareholder of PJSC Fix Price. Accordingly, this will enable FPG, in accordance with the charter of PJSC Fix Price, to unilaterally or jointly with other PJSC Fix Price shareholders, take key decisions at PJSC Fix Price general meetings of shareholders, including decisions regarding the distribution of dividends, the appointment of the majority of members of the board of directors of PJSC Fix Price, the placement of additional PJSC Fix Price Shares and other decisions. The position of FPG, as the majority shareholder of PJSC Fix Price, on matters to be decided at PJSC Fix Price general meetings of shareholders may differ from that of other PJSC Fix Price shareholders.

Moreover, as at the date of this Memorandum, the majority shareholder of FPG directly and indirectly owns approximately 69% of FPG's shares. Accordingly, this shareholder of FPG, as the person controlling FPG, may exercise indirect influence on the decisions taken by PJSC Fix Price. His interests may substantially differ from those of the other PJSC Fix Price shareholders.

***The absence of analyst coverage or the publication of inaccurate or unfavourable research on the operations of PJSC Fix Price may lead to a decline in the price and trading volume of PJSC Fix Price Shares***

The market dynamics of PJSC Fix Price Shares will largely depend on the analytical reports published by industry and financial analysts regarding PJSC Fix Price. Currently, no securities or industry analysts are covering PJSC Fix Price, and such coverage may never materialise.

If analysts do not begin to publish research on PJSC Fix Price, this will most likely exert a negative effect on the price and trading volume of PJSC Fix Price Shares. If analysts do commence coverage of PJSC Fix Price but subsequently lower their rating for PJSC Fix Price Shares or publish inaccurate or unfavourable reports, the market price of PJSC Fix Price Shares could fall.

Finally, if one or more analysts cease their coverage of PJSC Fix Price or fail to provide regular reports on PJSC Fix Price, this could decrease the demand for PJSC Fix Price Shares, which, in turn, may result in a fall in their market price and trading volume.

***Future offerings and sales of PJSC Fix Price Shares could affect their market price and lead to substantial dilution of shareholders' participation interests***

PJSC Fix Price could make offerings of PJSC Fix Price Shares or instruments convertible into PJSC Fix Price Shares, and future PJSC Fix Price shareholders could sell major blocks of PJSC Fix Price Shares, including at organised trading venues. PJSC Fix Price could resort to such new issues, and future PJSC Fix Price shareholders could resort to selling in order to finance their organic growth, make acquisitions, establish employee long-term incentive programmes or for other reasons. Such offerings or sales could have an adverse effect on the price of PJSC Fix Price Shares at organised trading venues. Subsequent offerings of additional PJSC Fix Price Shares could also substantially dilute the participation interests of future PJSC Fix Price shareholders which, among other things, could lead to dilution of profit per PJSC Fix Price Share and may adversely affect the market price of PJSC Fix Price Shares.

***Any decision by PJSC Fix Price to pay dividends in the future will depend on commercial considerations***

Any future decision to declare and pay dividends will depend on commercial considerations, including, inter alia, the operational performance of the PJSC Fix Price Group, its financial condition, its cash requirements, contractual restrictions, and its future objectives and plans. Neither the Company nor PJSC Fix Price can provide any guarantee that dividends will be paid in the future.

**HOLDERS OF FPG GDRS PARTICIPATING IN THE EXCHANGE ARE RECOMMENDED TO READ THE SECTION TITLED "RISKS RELATING TO THE ISSUER AND PURCHASE OF THE SHARES" IN THE PJSC FIX PRICE SECURITIES PROSPECTUS APPROVED BY DECISION OF THE PJSC FIX PRICE BOARD OF DIRECTORS ON 20 FEBRUARY 2025, AVAILABLE AT: [HTTPS://EXCHANGE.FIX-PRICE.COM](https://exchange.fix-price.com). SAID DOCUMENT DOES NOT CONSTITUTE PART OF THIS MEMORANDUM, AND THE COMPANY IS NOT LIABLE FOR ITS CONTENTS, COMPLETENESS, ACCURACY OR RELEVANCE.**

## **5. CERTAIN CONDITIONS OF THE INVITATION**

Notwithstanding any other conditions of this Invitation and in addition to the Company's rights not to accept any Offer and to terminate or extend the validity or amend the conditions of this Invitation at its

sole discretion at any time, the Company will not accept the Offers, and, subject to the requirements of applicable laws, may suspend or terminate settlement of the Transactions upon the occurrence of any of the following events:

- the acceptance of the Offer, the execution of the Transactions or settlements thereunder become or, in the reasonable opinion of the Company, may become illegal or otherwise prohibited or restricted as a result of the adoption of any law or regulatory act by any state body or Sanctions Authority or contractual obligation binding on the Company;
- any proceedings have been commenced or are likely to be commenced by any state body (including courts) which prevent or, in the reasonable opinion of the Company, may prevent the purpose of the Invitation;
- any event has occurred or is highly likely to occur which, in the reasonable opinion of the Company, will affect the possibility of concluding the Transactions, the timing of concluding the Transactions and the expected consequences of the Transactions for the Company;
- any of the following have occurred since the date of this Memorandum: (a) the imposition of restrictions on inter-depository transfers with respect to settlements under over-the-counter transactions involving FPG GDRs or PJSC Fix Price Shares; (b) any significant adverse change in the price of FPG GDRs on financial markets or securities markets in Russia, the United States or the Republic of Kazakhstan; (c) an outbreak of war, military action, terrorist acts or other national or international crises; (d) any significant change in currency exchange rates in Russia, the United States or the Republic of Kazakhstan, or the suspension of operations or imposition of restrictions in their respective currency markets; (e) any significant adverse change in securities markets or financial markets in Russia, the United States or the Republic of Kazakhstan; or (f) if any of the above are ongoing at the time the Invitation first becomes effective, a substantial escalation or exacerbation of such situation.

The above conditions are established in the interests of the Company, and the Company may, subject to the requirements of applicable laws, terminate the Invitation, suspend or terminate settlements under all or some of the Transactions in the presence of one or more of the specified circumstances at its own discretion at any time. In addition, upon the occurrence of any condition specified above, as well as in other cases, described in the Memorandum, the Company has the right not to accept all or some Offers.

The Company has the right to waive any condition of this Invitation in whole or in part in relation to all Offers or any of them. The Company's failure to exercise the above rights shall not be deemed a waiver of any such right; the Company's waiver of any condition in connection with certain facts and circumstances shall not be deemed a waiver in relation to other facts or circumstances. Any decision of the Company in relation to the events described in this Section 5 will be final and legally binding, including for the Holders of FPG GDRs.

## **6. AMENDMENTS TO THE CONDITIONS OF THE INVITATION**

The Company has the right, at its absolute discretion, at any time, to extend any of the deadlines specified in Section 1 (*Expected Timetable of the Invitation and the Transactions*) multiple times, and thereby delay acceptance of the Offers and settlement of the Transactions. The Company also has the right to make any other changes to the conditions of the Invitation, subject to the restrictions established by this Memorandum and applicable laws. In the event of any such extension of deadlines or change in the conditions of the Invitation, all previously submitted Offers will remain valid.

Any extension of deadlines or change in the conditions of the Invitation will be accompanied by a press release of the Company about such extension or change on the website <https://exchange.fix-price.com>.

## **7. CERTAIN LEGAL MATTERS**

The Company is not making this Invitation to Holders of FPG GDRs and will not accept Offers from Holders of FPG GDRs in any jurisdiction where it would be unlawful to do so.

A Holder of FPG GDRs submitting an Offer should consult with its own professional advisers, including legal advisers, regarding any approvals, permits, licenses, authorisations or notifications that it may require under any applicable laws and regulatory acts in connection with participating in the Invitation, submitting an Offer and concluding and executing the Transactions.

Some Holders of FPG GDRs may need separate permits to dispose of FPG GDRs and purchase PJSC Fix Price Shares under the Transactions. Holders of FPG GDRs are solely responsible for obtaining the necessary permits, and in the absence of such permits, such Holders of FPG GDRs may not be able to conclude or settle the Transactions.

The Transactions contemplated by this Memorandum are not carried out, either directly or indirectly, on the territory of the United States of America, nor are they carried out through the use of the United States postal service, any instruments of interstate or foreign trade of the United States of America, or any infrastructure of the national stock exchange of the United States of America. The aforementioned restriction applies, inter alia, to the transmission by fax, email, telephone, and the internet. Accordingly, copies of this Memorandum, as well as any other documents or materials related to the Transactions shall not, directly or indirectly, be sent by mail or otherwise transmitted, distributed, or forwarded (including by custodians, nominees, or trust managers) within the territory of the United States of America. Any Offer that directly or indirectly violates the aforementioned restrictions, as well as any Offer made by a person located in the United States of America, or by any agent, attorney, or other intermediary acting on the instructions of a principal originating in the United States of America, shall be invalid and shall not be accepted.

This Memorandum is not addressed to U.S. persons (as defined in Regulation S of the U.S. Securities Act of 1933, as amended and supplemented) or persons located in the territory of the USA.

This Memorandum and the schedules hereto are available to the Holders of FPG GDRs in both Russian and English. The versions of the documents in both languages are identical and have equal legal effect. Other Holder of FPG GDRs wishing to participate in the OTC Exchange may submit an OTC Offer in Russian or in English, given that the Memorandum and the schedules hereto in the same language will apply to such OTC Offer.

## **8. CERTAIN INFORMATION ABOUT THE COMPANY**

Retail Technologies & Solutions Limited, a private company incorporated in accordance with the laws of the AIFC, Republic of Kazakhstan, BIN 250240900331, with its registered address at: Building 55/23, Mangilik El Prospekt, Esil District, Astana, Republic of Kazakhstan, postcode Z05T3D6. 100% of the shares in the Company are owned by FPG.

As at the date of this Memorandum, 100% of PJSC Fix Price Shares are owned by FPG. PJSC Fix Price Shares required for making settlements under the Exchange will be transferred by FPG to the Company prior to the commencement of the relevant settlements under the Exchange.

## **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

This Invitation, the Offers and the Transactions concluded in accordance with them are governed by the laws of the Russian Federation.

All disputes, disagreements, claims and/or demands arising out of or in connection with this Memorandum, the Offers and/or the Transactions, including those related to their conclusion and entry into force, validity, interpretation, performance, amendment, breach, termination, as well as any non-

contractual obligations that may arise out of or in connection with this Memorandum, the Offers and/or the Transactions (the “**Dispute**”), shall be subject to mandatory final resolution in arbitration administered by the Russian Arbitration Center at the Autonomous Non-profit Organisation “Russian Institute of Modern Arbitration” (“**RAC**”) in accordance with its applicable rules and regulations (the “**Arbitration Rules**”). The Arbitration Rules are deemed to be incorporated into this Section 9 by reference. The Arbitration Rules shall apply to the extent that they are not amended or inconsistent with the provisions of this Section 9.

This arbitration clause is governed by Russian law.

The seat of arbitration is Moscow, Russian Federation. However, the arbitral tribunal, after consultation with the parties, may determine that any oral hearings (if applicable) may be held remotely using video conferencing or telephone, and/or at any other place or jurisdiction other than the specified seat of arbitration.

The language of the arbitration proceedings and all matters related to the arbitration, both oral and written, shall be Russian.

Regardless of the amount in dispute, the arbitral tribunal shall be composed of 3 (three) arbitrators (the “**Arbitral Tribunal**”), one of whom shall be appointed by the claimant (or jointly by the claimants if there are multiple claimants), another shall be appointed by the respondent (or jointly by the respondents if there are multiple respondents), and the third arbitrator, who shall be the chairman of the Arbitral Tribunal (the “**Presiding Arbitrator**”), shall be selected and appointed by the arbitrators chosen by the parties. In the event that (i) any of the parties has not exercised its right to appoint an arbitrator within 30 (thirty) calendar days after receipt of the relevant notice from the RAC, or if (ii) the two arbitrators appointed by the parties have not reached an agreement on the appointment of the Presiding Arbitrator within 30 (thirty) calendar days after their appointment, such arbitrator(s) shall be appointed by the RAC in accordance with the Arbitration Rules.

The arbitrators appointed in accordance with this arbitration clause, including the presiding arbitrator, may be appointed both from the RAC's recommended list of arbitrators and from outside this list.

By submitting an Offer, the Holders of FPG GDRs and the Company, by accepting the Offer, agree to exclude the possibility of the resolution by Russian state courts or any other body/person (except for the RAC and the Arbitral Tribunal formed in accordance with this Section 9 and the Arbitration Rules) of issues provided for by the following provisions of the Law of the Russian Federation No. 5338-1 dated 07/07/1993 “On International Commercial Arbitration” (the “**ICA Law**”) and Federal Law No. 382-FZ “On Arbitration (Arbitration Proceedings) in the Russian Federation” dated 29/12/2015 (the “**Arbitration Law**”):

- the possibility of applying to a competent state court with an application for taking necessary measures for the purposes of appointing (electing) arbitrators (paragraphs 3 and 4 of Article 11 of the ICA Law and parts 3 and 4 of Article 11 of the Arbitration Law) is excluded;
- the possibility of applying to a competent state court with an application to satisfy a challenge to an arbitrator if such application to challenge an arbitrator has not been previously satisfied in accordance with the Arbitration Rules (paragraph 3 of Article 13 of the ICA Law and part 3 of Article 13 of the Arbitration Law) is excluded;
- the possibility of applying to a competent state court with an application to resolve the issue of termination of the arbitrator's powers (Article 14 of the ICA Law and part 1 of Article 14) is excluded; and
- the possibility of filing an application with a competent state court for a decision on the lack of jurisdiction of the arbitral tribunal in connection with the issuance by the arbitral tribunal of

a separate ruling on the preliminary issue of whether it has jurisdiction (paragraph 3 of Article 16 of the ICA Law and part 3 of Article 16 of the Arbitration Law) is excluded.

For the avoidance of doubt, any issues of arbitration proceedings in the territory of the Russian Federation to which the provisions of Russian law apply shall be resolved in accordance with the provisions of this Section 9 and the Arbitration Rules.

The Holders of FPG GDRs, by submitting an Offer, and the Company, by accepting an Offer, undertake to each other that they (i) will fully comply with and implement (or ensure the implementation of) all actions and take measures to implement the arbitration agreement set forth in this Section 9; and (ii) will not make any attempts to transfer any Dispute to any court or place of dispute resolution in any jurisdiction other than in accordance with the arbitration agreement specified in this Section 9.

The Holders of FPG GDRs, by submitting an Offer, and the Company, by accepting an Offer, agree that to the extent permitted by applicable law, the arbitral award rendered on the Dispute on the basis of this arbitration clause (the “**Arbitral Award**”) is final and binding on the parties against whom it is rendered and their successors. Each party undertakes to voluntarily comply with the Arbitral Award, which is not subject to challenge, annulment or any other form of appeal. For the avoidance of doubt, this clause constitutes a direct agreement of the parties in accordance with Article 34 of the ICA Law and Article 40 of the Arbitration Law.

The Holders of FPG GDRs, by submitting an Offer, and the Company, by accepting an Offer, confirm that nothing in this Section 9 limits the right of any party to apply to a competent state court of any jurisdiction with a corresponding application:

- for any interim measures in support of the arbitration or planned arbitration;
- for the recognition and enforcement (issuance of a writ of execution for enforcement) of the Arbitral Award.

For the purposes of part 3 of Article 236 of the Arbitration Procedure Code of the Russian Federation, the Holders of FPG GDRs, by submitting an Offer, and the Company, by accepting an Offer, agree that an application for the issuance of a writ of execution for the enforcement of the Arbitral Award must be filed with the Arbitrazh Court of the city of Moscow as the arbitrazh (commercial) court of the constituent entity of the Russian Federation in whose territory the Arbitral Award was made, and considered by that court. For the avoidance of doubt, this clause does not limit the rights of the parties to apply to another competent court of any jurisdiction with a corresponding application for the recognition and enforcement of the Arbitral Award.

The Holders of FPG GDRs, by submitting an Offer, and the Company, by accepting an Offer, agree to maintain the confidentiality of all Arbitral Awards and other decisions and rulings in any arbitration proceedings conducted in accordance with this Section 9, as well as all materials filed or submitted in any such arbitration proceedings (including all documents and other materials submitted by the other party), except where such documents are already in the public domain or to the extent that their disclosure is required in accordance with an obligation imposed by applicable law, for the protection or exercise of a legal right or for the recognition, enforcement or challenge of an Arbitral Award in the course of legal proceedings.

## **10. CERTAIN DEFINITIONS**

For purposes of this Memorandum and the Schedules thereto, the definitions given below have the following meanings:

“**Blocking Sanctions**” means any laws, regulatory acts or trade embargoes relating to blocking sanctions (asset freezes) providing for the blocking of assets that are at the relevant time being

implemented or enforced by any Sanctions Authority. For the avoidance of doubt, Blocking Sanctions do not include sanctions, known as “sectoral”, that do not provide for the blocking of assets;

“**Foreign Restrictions**” means any laws and regulatory acts on economic, trade or financial sanctions, embargoes, restrictive measures or other similar measures taken by any Sanctions Authority;

“**Control**” means the ability of a person to ensure, directly or indirectly (by virtue of ownership of shares or voting rights), the conduct of business by another person in accordance with the wishes of the first person, and the terms “**under Control**”, “**Controlling**” and “**under common Control with**” shall be construed accordingly;

“**Business Day**” means any day other than weekends, holidays and other non-working days in the Russian Federation;

“**Russian Restrictions**” has the meaning given to this term in Section 3 (*Background to the Invitation*) of the Memorandum;

“**Sanctioned Person**” means a person (i) who is included by any Sanctions Authority in any Sanctions List or designated as such in any Sanctions List, (ii) in which any persons so designated or included (individually or jointly) have an interest or Control, resulting in the property of such person being blocked in accordance with any Blocking Sanctions, or (iii) who acts on behalf of any of the above persons;

“**Sanctions Authority**” means (i) the UN Security Council; (ii) the U.S. government; (iii) the European Union; (iv) the UK government; (v) the relevant government agencies and departments of the above bodies and organisations, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce, His Majesty's Treasury and the Office of Financial Sanctions Implementation of the United Kingdom; and (vi) any other government institution or department whose duties include introducing, implementing or executing Blocking Sanctions and whose jurisdiction applies to any Party;

“**Sanctions List**” means the List of Specially Designated Nationals and Blocked Persons of the U.S. Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets of His Majesty's Treasury (only the “Asset freeze targets” section, but not the “Persons named in relation to financial and investment restrictions” section), or any similar list maintained by any Sanctions Authority, or a public announcement of sanctions against any persons made by any Sanctions Authority, in each case as amended, supplemented and replaced, provided that any such list relates to so-called freezing or blocking sanctions, but does not include sanctions, known as “sectoral”, that do not provide for the blocking of assets.

**SCHEDULE 1.**  
**PROCEDURE FOR THE SUBMISSION OF STOCK EXCHANGE OFFERS**

**1. CONDITIONS OF TRANSACTIONS WITH STOCK EXCHANGE HOLDERS OF FPG GDRs**

- 1.1. By the Company's acceptance of the Stock Exchange Offer received from the Stock Exchange Holder of FPG GDRs in accordance with the Invitation and this Schedule 1, the Company and the Stock Exchange Holder of FPG GDRs enter into a Transaction, in accordance with which the relevant Stock Exchange Holder of FPG GDRs undertakes to transfer to the Company FPG GDRs in the quantity specified in the Stock Exchange Offer in accordance with clauses 2.2.1 or 2.3.1 of Schedule 1, while the Company undertakes to transfer to the Stock Exchange Holder of FPG GDRs the PJSC Fix Price Shares in the quantity determined in accordance with clause 1.2 of Schedule 1 as payment for the FPG GDRs acquired.
- 1.2. For each FPG GDR which the Stock Exchange Holder of FPG GDRs transfers to the Company, the Company shall transfer to the Stock Exchange Holder of FPG GDRs 158 (one hundred and fifty-eight) PJSC Fix Price Shares (the Exchange Ratio).
- 1.3. Both the Stock Exchange Holder of FPG GDRs and the Company undertake to transfer to one another the FPG GDRs and the PJSC Fix Price Shares, respectively, free and clear of any third-party rights.
- 1.4. The Stock Exchange Holder of FPG GDRs and the Company acknowledge that the price of one FPG GDR is deemed equal to the price of 158 (one hundred and fifty-eight) PJSC Fix Price Shares. No additional settlements between the Stock Exchange Holder of FPG GDRs and the Company shall be made apart from that described in this Schedule 1.
- 1.5. For the purposes of this Schedule 1, references to Stock Exchange Holder of FPG GDRs include references to Russian Brokers acting in their own name, but in the interests and at the expense of the Stock Exchange Holder of FPG GDRs, and references to the Company include references to the Company's Broker acting in its own name, but in the interests and at the expense of the Company, unless the context otherwise requires.

**2. PROCEDURE AND TIMEFRAME FOR THE SUBMISSION OF STOCK EXCHANGE OFFERS**

- 2.1. A Stock Exchange Offer shall be submitted by the Holder of FPG GDRs through the stock exchange procedure by carrying out a set of actions provided for in clause 2.2 or 2.3 of Schedule 1.

**2.2. *Submission of a Stock Exchange Offer through the trading system of the Moscow Exchange***

2.2.1. To submit a Stock Exchange Offer via the Moscow Exchange, the Stock Exchange Holder of FPG GDRs shall simultaneously submit through the trading system of the Moscow Exchange two orders:

- 1) an order to sell the FPG GDRs in respect of which the Stock Exchange Holder of FPG GDRs wishes to carry out the Exchange via Stock Exchange in the "Buyback: Targeted Orders" trading mode, with the following mandatory details:
  - activation date: 9 July 2025;



- quantity of securities in lots: the maximum number of FPG GDRs that the Stock Exchange Holder of FPG GDRs wishes to exchange for PJSC Fix Price Shares;
  - settlement code: B01;
  - sale price: RUB 150.8110 (one hundred and fifty point eight thousand one hundred and ten) per FPG GDR;
  - other parameters in accordance with the Rules for Trading on the Stock Market, Deposit Market and Credit Market of PJSC Moscow Exchange (the “**Moscow Exchange Rules**”).
- 2) an order to purchase the quantity of PJSC Fix Price Shares calculated pursuant to the Exchange Ratio in the “Placement: Targeted Orders” trading mode, with the following mandatory details:
- activation date: 9 July 2025;
  - quantity of securities in lots: the number of PJSC Fix Price Shares that the Stock Exchange Holder of FPG GDRs receives in exchange for the FPG GDRs, as calculated according to the Exchange Ratio;
  - settlement code: B01;
  - purchase price: RUB 0.9545 (zero point nine thousand five hundred forty-five) per PJSC Fix Price Share;
  - other parameters in accordance with the Moscow Exchange Rules.
- 2.2.2. The aforementioned orders must be submitted to the Company’s Broker – “ALOR+” LLC (OGRN: 1027700075941), acting as a broker in its own name, at the expense and on the instructions of the Company, on any trading day of the Moscow Exchange, before the expiry of the Stock Exchange Offer Submission Period. The order collection period is specified in the notice regarding the order collection process on the Moscow Exchange website [www.moex.com](http://www.moex.com).
- 2.2.3. Orders to purchase and sell securities as specified in clause 2.2.1 of Schedule 1 must be sent to the Company's Broker from one and the same natural or legal person. Should the client's passport / registration information change in the period between issuing an order to purchase and an order to sell, the trading participant of the Moscow Exchange must send a letter of guarantee to the Company's Broker that the old passport / registration information corresponds to the updated information.
- 2.2.4. Trading in the “Buyback: Targeted Orders” trading mode and the “Placement: Targeted Orders” trading mode is carried out in accordance with the Moscow Exchange Rules in force on the trading date.
- 2.2.5. If the Stock Exchange Holder of FPG GDRs is not a trading participant of the Moscow Exchange, in order to submit a Stock Exchange Offer, they must conclude an appropriate agreement with any Broker who is a trading participant of the Moscow Exchange, and instruct such Broker to submit the corresponding orders. A Stock Exchange Holder of FPG GDRs who is a trading participant of the Moscow Exchange acts independently.
- 2.2.6. In accordance with the conditions of the Memorandum, Stock Exchange Holders of FPG GDRs and the Company shall independently pay exchange, clearing, brokerage and

other possible commissions and fees that are payable by the Stock Exchange Holders of FPG GDRs and the Company, respectively.

- 2.2.7. Both orders submitted by a single Stock Exchange Holder of FPG GDRs as indicated in clause 2.2.1 of Schedule 1 may only be submitted on behalf of the same Moscow Exchange participant.
- 2.2.8. In the event that the Stock Exchange Offer of the Stock Exchange Holder of FPG GDRs has been accepted, after the conclusion of the transaction in the “Buyback: Targeted Orders” trading mode and the “Placement: Targeted Orders” trading mode based on the orders specified in clause 2.2.1 of Schedule 1, the Stock Exchange Holder of FDR GDRs who is a trading participant of the Moscow Exchange, or the Broker of the Stock Exchange Holder of FPG GDRs who is not a trading participant of the Moscow Exchange, must send a special report on the execution of the relevant transactions, which shall include the transaction concluded in the “Buyback: Targeted Orders” trading mode and the transaction concluded in the “Placement: Targeted Orders” trading mode, using the Clearing System of the Central Counterparty National Clearing Centre (the “NCC”), as well as other details provided for by the NCC clearing rules (the “**Special Report**”). The Special Report must be submitted to the NCC on the next settlement day following the acceptance of the Stock Exchange Offer.
- 2.2.9. In the event that the Special Report on the execution of transactions in accordance with clause 2.2.8 of this Schedule 1 is not submitted, or separate reports on the execution of the transactions concluded in the “Buyback: Targeted Orders” trading mode and the “Placement: Targeted Orders” trading mode are submitted, and/or if any other conditions set forth in clause 2.2.8 of this Schedule 1 are not observed, then such transactions of the relevant Stock Exchange Holder of FPG GDRs shall not be executed and the relevant Transaction shall be deemed terminated.
- 2.2.10. No later than 17:00 on 7 July 2025, the Broker of the Stock Exchange Holder of FPG GDRs who is not a trading participant of the Moscow Exchange (or the Stock Exchange Holder of FPG GDRs themselves, if they are a trading participant of the Moscow Exchange) must send to the Company’s Broker at the address [ecm@alor.ru](mailto:ecm@alor.ru) an aggregated statement for each depo account on which the FPG GDRs of Stock Exchange Holders of FPG GDRs of such Broker are registered, in respect of which such person has submitted Stock Exchange Offers, confirming the number of FPG GDRs registered on such accounts as of the end of the trading day on 4 July 2025. Such statement must be signed by the relevant Stock Exchange Holder of FPG GDRs or the Broker.
- 2.2.11. In the event that only one of the two orders provided for in clause 2.2.1 of Schedule 1 is submitted, or one of the two orders provided for in clause 2.2.1 of Schedule 1 is withdrawn, or any other conditions described in clause 2.2.1 of Schedule 1 are not met, the Stock Exchange Offer shall be deemed not to have been submitted and cannot be accepted by the Company.

## **2.3. *Submission of a Stock Exchange Offer through the SPB Exchange trading system***

- 2.3.1. A trading participant of the SPB Exchange (“**SPB Exchange Trading Participant**”) shall send to the SPB Exchange a register of orders in the manner determined by the SPB Exchange (the “**Register of Orders**”), containing the following orders from each Stock Exchange Holder of FPG GDRs submitting a Stock Exchange Offer through such SPB Exchange Trading Participant:
- 1) an order to sell the FPG GDRs, in respect of which the Stock Exchange Holder of FPG GDRs wishes to conclude a Transaction in the “Negotiated Trades” trading mode, with the following mandatory details:

- identification data of the Stock Exchange Holder of FPG GDRs;
  - quantity of securities in lots: the maximum number of FPG GDRs which the Stock Exchange Holder of FPG GDRs wishes to exchange for PJSC Fix Price Shares;
  - sale price: RUB 150.8110 (one hundred and fifty point eight thousand one hundred and ten) per FPG GDR;
  - settlement code: T1;
  - other parameters in accordance with the Rules for Conducting Organised Trading in Securities of PJSC SPB Exchange (“**SPB Exchange Trading Rules**”);
- 2) an order to purchase PJSC Fix Price Shares in the quantity calculated in accordance with the Exchange Ratio in the “Negotiated Trades” trading mode, with the following mandatory details:
- quantity of securities in lots: the number of PJSC Fix Price Shares that the Stock Exchange Holder of FPG GDRs receives in exchange for the FPG GDRs, as calculated according to the Exchange Ratio;
  - purchase price: RUB 0.9545 (zero point nine thousand five hundred forty-five) per PJSC Fix Price Share;
  - settlement code: T1;
  - other parameters in accordance with the SPB Exchange Trading Rules.
- 2.3.2. SPB Exchange Trading Participants will be duly informed about the procedure for interaction between the SPB Exchange and SPB Exchange Trading Participants, as well as about the specifics of submitting orders in connection with the execution of the Exchange via Stock Exchange through the SPB Exchange trading system.
- 2.3.3. Trading in the “Negotiated Trades” trading mode is carried out in accordance with the SPB Exchange Trading Rules in force on the date of the execution of the Exchange via Stock Exchange.
- 2.3.4. If the Stock Exchange Holder of FPG GDRs is not an SPB Exchange Trading Participant, in order to submit a Stock Exchange Offer, it must conclude an appropriate agreement with any Broker who is an SPB Exchange Trading Participant, and instruct such Broker to submit corresponding orders and include them in the Register of Orders in accordance with clause 2.3.1 of Schedule 1. A Stock Exchange Holder of FPG GDRs who is an SPB Exchange Trading Participant acts independently.
- 2.3.5. In accordance with the conditions of the Memorandum, Stock Exchange Holders of FPG GDRs and the Company shall independently pay exchange, clearing, brokerage and other possible commissions and fees that are payable by the Stock Exchange Holders of FPG GDRs and the Company.
- 2.3.6. Both orders of a single Stock Exchange Holder of FPG GDRs that wishes to conclude a Transaction pursuant to clause 2.3 of Schedule 1 must be included in a single Register of Orders of the same SPB Exchange Trading Participant.
- 2.3.7. In the event that an SPB Exchange Participant receives instructions from a Stock Exchange Holder of FPG GDRs to submit only one of the two orders provided for in clause 2.3.1 of Schedule 1, or in the event that one of the two orders provided for in

clause 2.3.1 of Schedule 1 is withdrawn, or if any other conditions set forth in clause 2.3 of Schedule 1 are not met, the Stock Exchange Offer shall be deemed not to have been submitted, shall not be included in the Register of Orders and cannot be accepted by the Company.

2.3.8. No later than 17:00 on 7 July 2025, the Broker of the Stock Exchange Holder of FPG GDRs who is not a trading participant of the SPB Exchange (or the Stock Exchange Holder of FPG GDRs themselves, if they are a trading participant of the SPB Exchange), must send to the Company's Broker at the address [ecm@alor.ru](mailto:ecm@alor.ru) an aggregated statement for each depo account on which the FPG GDRs of Stock Exchange Holders of FPG GDRs of such Broker are registered, in respect of which such person has submitted Stock Exchange Offers, confirming the number of FPG GDRs registered on such accounts as of the end of the trading day on 4 July 2025. Such statement must be signed by the relevant Stock Exchange Holder of FPG GDRs or the Broker.

2.3.9. The SPB Exchange may supplement or amend the procedure for submitting a Stock Exchange Offer (order) and executing the Exchange via Stock Exchange through the SPB Exchange trading system by sending a newsletter to SPB Exchange Trading Participants.

### **3. ACCEPTANCE AND SETTLEMENTS**

- 3.1. The Company shall have the right to accept any Stock Exchange Offer or refuse to accept any Stock Exchange Offer, including in cases provided for by the Memorandum.
- 3.2. Acceptance of a Stock Exchange Offer submitted in accordance with clause 2.2 or 2.3 of Schedule 1 is carried out by the Company's Broker sending, on the Stock Exchange Offer Acceptance Date, offsetting orders to enter into transactions in respect of orders submitted in accordance with clause 2.2.1 or 2.3.1 of Schedule 1 through the Moscow Exchange or SPB Exchange, respectively trading system.
- 3.3. Settlements under the Exchange via Stock Exchange, including the transfer of FPG GDRs and PJSC Fix Price Shares, are carried out based on the results of clearing on the next Business Day after the relevant stock exchange transactions have been concluded (Stock Exchange Offer Acceptance Date) in accordance with the clearing rules of the Moscow Exchange or the SPB Exchange, as applicable clearing organisation.
- 3.4. The Company shall independently pay exchange, clearing, brokerage and other possible commissions and fees that are payable by the Company.

### **4. GENERAL RULES ON THE CONCLUSION AND EXECUTION OF THE EXCHANGE VIA STOCK EXCHANGE**

- 4.1. By submitting a Stock Exchange Offer, the Stock Exchange Holder of FPG GDRs provides the Company and the Company's Broker with the following representations in accordance with Article 431.2 of the Civil Code of the Russian Federation on the date of submission of the Stock Exchange Offer and the Stock Exchange Offer Acceptance Date:
  - 4.1.1. The Stock Exchange Holder of FPG GDRs has read the terms of the Invitation and the Exchange via Stock Exchange that are stated in the Memorandum and the schedules thereto, and confirms its agreement to such terms;
  - 4.1.2. The Stock Exchange Holder of FPG GDRs is a duly registered legal entity conducting its business on a lawful basis pursuant to the laws of the country of its incorporation (if the Stock Exchange Holder of FPG GDRs is a legal entity), or the Stock Exchange Holder of FPG GDRs is neither fully, nor partially, lacking in legal capacity and legal

competence under the law applicable to him/her (if the Stock Exchange Holder of FPG GDRs Seller is a natural person);

- 4.1.3. The Stock Exchange Holder of FPG GDRs has all the rights and powers to submit a Stock Exchange Offer, participate in the Exchange via Stock Exchange and conclude and execute the transactions and actions provided for therein. The participation of the Stock Exchange Holder of FPG GDRs in the Exchange via Stock Exchange is valid and creates enforceable (in accordance with their terms) obligations of the Stock Exchange Holder of FPG GDRs;
- 4.1.4. The Stock Exchange Holder of FPG GDRs has obtained all consents, permissions, and approvals from any third parties (including spousal consent, if applicable), governing bodies of the Stock Exchange Holder of FPG GDRs (if applicable), and government agencies that are required for submitting a Stock Exchange Offer, participating in the Exchange via Stock Exchange and concluding and executing the transactions and actions provided for therein and, if the Stock Exchange Holder of FPG GDRs is a legal entity, pursuant to the requirements of the its founding documents, and said consents, permissions, and approvals have not been withdrawn;
- 4.1.5. The submission of a Stock Exchange Offer by the Stock Exchange Holder of FPG GDRs, participation in the Exchange via Stock Exchange and the conclusion and execution of the transactions and actions provided for therein do not violate the rules of any applicable law, the provisions of any regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction or, if the Stock Exchange Holder of FPG GDRs is a legal person, the constituent documents of the Stock Exchange Holder of FPG GDRs, as well as any agreement, obligation or contract to which the Stock Exchange Holder of FPG GDRs is a party;
- 4.1.6. The Stock Exchange Holder of FPG GDRs is not a party to any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the submission of a Stock Exchange Offer by the Stock Exchange Holder of FPG GDRs, participation in the Exchange via Stock Exchange or the conclusion and/or execution of the transactions and actions provided for therein in full or in part;
- 4.1.7. In the event that the Stock Exchange Offer is submitted by representatives of the Stock Exchange Holder of FPG GDRs or a commissioner, such representatives (commissioner) have all the necessary powers for this, formalised as required by applicable law;
- 4.1.8. If the Stock Exchange Holder of FPG GDRs is a Broker acting in the interests and at the expense of its clients, then the Broker has been given duly formulated instructions from its clients to submit the Stock Exchange Offer, if so required by applicable law or by the Broker-client contracts;
- 4.1.9. The Stock Exchange Holder of FPG GDRs is not a U.S. person (according to the definition given in Regulation S of the 1933 U.S. Securities Act, as amended and supplemented) (a “**U.S. Person**”), is not located on U.S. territory, and is not acting on behalf of and/or in the interests of a person that is a U.S. Person or that is located on U.S. territory;
- 4.1.10. all information provided by the Stock Exchange Holder of FPG GDRs in connection with the Stock Exchange Offer and Exchange via Stock Exchange is reliable, complete, accurate and not misleading;
- 4.1.11. The Stock Exchange Holder of FPG GDRs (i) is the lawful owner of the FPG Shares in respect of which the Stock Exchange Offer is submitted; or (ii) is acting on its own

behalf as a Broker in the interests and at the expense of persons that are the lawful owners of the FPG GDRs in respect of which the Stock Exchange Offer is submitted; or (iii) is acting as a securities manager having the right to perform securities transactions, and the securities under trust management include the FPG GDRs in respect of which the Stock Exchange Offer is submitted; or (iv) is acting as the trust manager of a unit investment fund that includes the FPG GDRs in respect of which the Stock Exchange Offer is submitted.

- 4.1.12. The FPG GDRs in respect of which the Stock Exchange Offer is submitted are not subject to any pledge, and are also free from any other encumbrances, rights of third parties, including rights under option agreements, prohibitions or restrictions on disposal established on the basis of an agreement, applicable laws, an act of a state body or a court decision (ruling) in relation to such FPG GDRs, nor are there any agreements designed to create any such restriction or encumbrance;
  - 4.1.13. there are no legal grounds for the emergence of any restrictions or encumbrances specified in clause 4.1.12 above;
  - 4.1.14. there are no ongoing judicial disputes and/or declared claims and demands with respect to the FPG GDRs in respect of which the Stock Exchange Offer is submitted, and there are no lawful grounds for the rights to such FPG GDRs to be challenged by any persons; and
  - 4.1.15. The Stock Exchange Holder of FPG GDRs is not a person of a foreign state committing unfriendly actions (as defined in Decree of the President of the Russian Federation No. 81 dated 1 March 2022 “On additional temporary measures of an economic nature to ensure the financial stability of the Russian Federation”, taking into account the amendments and exceptions provided for by other Decrees of the President of the Russian Federation)) (“**Unfriendly Person**”), or, if the Stock Exchange Holder of FPG GDRs is an Unfriendly Person, it has received all necessary permits from Russian state bodies for the implementation (execution) of the Stock Exchange transaction.
- 4.2. By submitting an instruction to the Company’s Broker to accept Stock Exchange Offers, the Company provides the relevant Stock Exchange Holder of FPG GDRs with the following representations in accordance with Article 431.2 of the Civil Code of the Russian Federation on the Stock Exchange Offer Acceptance Date:
- 4.2.1. The Company is a legal entity, duly incorporated and lawfully existing under the laws of the AIFC;
  - 4.2.2. The Company has all rights and authority to accept the Stock Exchange Offer, participate in the Exchange via Stock Exchange and conclude and execute the transactions and actions provided for therein. The Company’s participation in the Exchange via Stock Exchange is valid and creates enforceable (in accordance with their terms) obligations of the Company;
  - 4.2.3. The Company has obtained all consents, permissions, and approvals from any third parties and government agencies that are required for the acceptance of the Stock Exchange Offer, participation in the Exchange via Stock Exchange and the conclusion and execution of the transactions and actions provided for therein, pursuant to the requirements of any applicable law and the requirements of the Company’s founding documents, and said consents, permissions, and approvals have not been withdrawn;
  - 4.2.4. The Company’s acceptance of the Stock Exchange Offer, participation in the Exchange via Stock Exchange and the conclusion and execution of the transactions and actions provided for therein do not violate the rules of any applicable law, the provisions of any



regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction, the Company's founding documents, or any agreement, obligation or contract to which the Company is party;

- 4.2.5. The Company is not a party in any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the Company's acceptance of the Stock Exchange Offer, participation in the Exchange via Stock Exchange and the conclusion and execution of the transactions and actions provided for therein in whole or in part;
- 4.2.6. The Company's representatives accepting the Stock Exchange Offer have all the necessary powers for this, formalised as required by applicable law;
- 4.2.7. The Company is the legal owner of the PJSC Fix Price Shares, in respect of which the Stock Exchange Offer is submitted;
- 4.2.8. The PJSC Fix Price Shares in respect of which the Stock Exchange Offer is submitted are not subject to any pledge, and are also free from any other encumbrances, rights of third parties, including rights under option agreements, prohibitions or restrictions on disposal established on the basis of an agreement, applicable laws, an act of a state body or a court decision (ruling) in relation to such PJSC Fix Price Shares, nor are there any agreements designed to create any of the above restrictions or encumbrances;
- 4.2.9. there are no legal grounds for the emergence of any restrictions or encumbrances specified in clause 4.2.8 above;
- 4.2.10. there are no ongoing legal disputes and/or filed claims and demands in relation to the PJSC Fix Price Shares in respect of which the Stock Exchange Offer is submitted, and there are no legal grounds for challenging the rights to such PJSC Fix Price Shares by any persons; and
- 4.2.11. The Company is not an Unfriendly Person.

## **5. ADDITIONAL CONDITIONS AND INFORMATION**

- 5.1. The Stock Exchange Offer and Exchange via Stock Exchange are governed by the laws of the Russian Federation.
- 5.2. All disputes, disagreements, claims and/or demands arising out of or in connection with the Stock Exchange Offer and/or the Exchange via Stock Exchange, including those related to their implementation, entry into force, validity, interpretation, performance, amendment, breach, termination, as well as any non-contractual obligations that may arise out of or in connection with the Stock Exchange Offer and/or the Exchange via Stock Exchange, shall be resolved in the manner provided for in Section 9 (*Applicable Law and Dispute Resolution*) of the Memorandum.
- 5.3. Questions regarding the procedure for submitting Stock Exchange Offers may be addressed to the Broker of the relevant Stock Exchange Holder of FPG GDRs.

**SCHEDULE 2.**  
**PROCEDURE FOR SUBMISSION OF OTC OFFERS AND CONCLUSION OF**  
**TRANSACTIONS WITH OTHER HOLDERS OF FPG GDRS**

**1. CONDITIONS FOR SUBMISSION OF OTC OFFERS**

- 1.1. Other Holders of FPG GDRs submitting OTC Offers shall be required to provide documents confirming compliance with the conditions set out in the Memorandum for participation in the OTC Exchange and to provide the relevant representations to the Company, unless otherwise stated in the Memorandum.
- 1.2. Following submission of the OTC Offer, the Other Holder of FPG GDRs undertakes not to transfer the FPG GDRs in respect of which the OTC Offer was submitted from the depo account(s) where they were registered on the date of submission of the OTC Offer, except for their transfer to the Company under the relevant Transaction, nor to pledge or otherwise encumber the rights to such FPG GDRs. If the Other Holder of FPG GDRs changes the depo account (other account) on which the FPG GDRs are registered after the submission of the OTC Offer, or in the event of the presence of encumbrances on FPG GDRs, the Company may refuse to accept such OTC Offer. This obligation of the Other Holder of FPG GDRs remains valid until the earlier of (i) the OTC Offer Acceptance Date; (ii) the date of refusal of acceptance of the OTC Offer; or (iii) the expiry of the OTC Offer Acceptance Period.
- 1.3. Other Holders of FPG GDRs may submit OTC Offers only through a Russian Broker acting in its own name but at the expense, on the instructions and in the interests of the Other Holders of FPG GDRs under a brokerage, commission or agency agreement, except where:
  - a) FPG GDRs of the Other Holder of FPG GDRs are registered in foreign Other Depositories; or
  - b) the Other Holder of FPG GDRs is a qualified investor by virtue of law.
- 1.4. Other Holders of FPG GDRs whose FPG GDRs are registered in foreign Other Depositories shall submit OTC Offers through Foreign Brokers, who are acting in the interests of Other Holders of FPG GDRs (and in relation to Russian persons also in their own name) unless the Other Holder of FPG GDRs has no such Foreign Broker, the Other Holder of FPG GDRs is not entitled to submit an offer via the Foreign Broker or the Foreign Broker refuses to submit the OTC Offer on behalf of the Other Holder of FPG GDRs. In such cases:
  - a) Russian legal or natural persons whose FPG GDRs are registered in foreign Other Depositories and who are not qualified investors by virtue of law must first transfer their FPG GDRs on account to a Russian Broker or to a Foreign Broker who can submit an OTC Offer in their interests in its own name;
  - b) the remaining Other Holders of FPG GDRs must submit their OTC Offers independently.
- 1.5. When submitting OTC Offers and concluding Transactions, the Other Holders of FPG GDRs must act in full accordance with the requirements of the laws applying to them, including laws governing the procedures for concluding securities transactions. Neither the Company nor the Tender Agent shall bear liability for failure by the Other Holders of FPG GDRs to follow the requirements of applicable law when they submit OTC Offers. Holders of FPG GDRs should consult with their legal advisers regarding the legal requirements applying to them when submitting OTC Offers.
- 1.6. To submit an OTC Offer via a Broker, Other Holders of FPG GDRs must instruct the Broker to submit OTC Offers in accordance with the Broker's requirements, unless otherwise stipulated in the agreement between the Other Holder of FPG GDRs and its Broker. The



Broker shall independently determine the documents required from the Other FPG GDR Holder for the purpose of submitting such instructions in accordance with the documents governing the relationship between the Broker and such Other FPG GDR Holder.

- 1.7. Furthermore, the Broker shall submit to the Company in its own name a single OTC Offer on behalf of all Other FPG GDR Holders, in whose interests and at whose expense it is acting, whose FPG GDRs have identical broker depo account details in the higher-level depository. The Broker may submit several separate OTC Offers on behalf of the Other Holders of FPG GDRs in whose interests and at whose expense it is acting, where submitting a single OTC Offer is either impossible or impractical.
- 1.8. Other Holders of FPG GDRs who are qualified investors by virtue of law may submit OTC Offers either independently or through a Broker.
- 1.9. For purposes of this Memorandum, references to Other Holders of FPG GDRs shall incorporate references to the Brokers acting on their own behalf, but in the interests and at the expense of the Other Holders of FPG GDRs, unless the context otherwise requires. **Brokers submitting OTC Offers in the interests of and at the expense of an Other Holder of FPG GDRs, but on their own behalf, shall submit the OTC Offers as legal entities pursuant to the list of documents given in clause 2.9 of Section 2 of Schedule 2.**
- 1.10. **To participate in the Invitation, Other Holders of FPG GDRs and their Brokers must independently verify that the Other Holders of FPG GDRs satisfy the terms of the Invitation, and must comply with the requirements and deadlines prescribed by the Memorandum. FPG, the Company, the Tender Agent, and their officers and employees shall bear no liability for failure by an Other Holder of FPG GDRs and/or its Broker to comply with the terms, requirements, and/or deadlines of this Invitation.**

## 2. OTC OFFER SUBMISSION PROCEDURE

- 2.1. An OTC Offer and other applicable documents referred to in clauses 2.8 and 2.9 of Section 2 of Schedule 2, may be submitted to the Tender Agent by Other Holders of FPG GDRs or their authorised representatives in electronic form (in PDF format in the form of a scanned copy of the original document, each document being sent as a separate file, the aggregate message size not exceeding 25 megabytes) to the following electronic mail address:

[exchange@fix-price.com](mailto:exchange@fix-price.com)

For the avoidance of doubt, OTC Offers sent by different means will not be considered properly submitted and will be discarded.

- 2.2. Other Holders of FPG GDRs (including Brokers) that submit an OTC Offer in electronic form pursuant to clause 2.1 of Section 2 of Schedule 2 above shall, promptly after such submission, send two signed original counterparts of the OTC Offer by courier service or by regular mail to the Company at the following addresses:

- a) for sending documents from the Russian Federation:

33 Shchepkina Street, Moscow, Russian Federation, 129090

FAO: Corporate Secretary of PJSC Fix Price

- b) for sending documents from outside the Russian Federation:

Office 302, BC Marden, 14 Beibitshilik Street, Astana, Republic of Kazakhstan, 010000

so that the documents are delivered prior to expiry of the OTC Offer Acceptance Period. For the avoidance of doubt, such sending of the documents does not affect the validity of the OTC Offer and other documents submitted in electronic form, but is required solely for administrative purposes.

If needed, contact details of persons to whose attention the originals of the OTC Offers shall be sent, can be doublechecked at [exchange@fix-price.com](mailto:exchange@fix-price.com).

- 2.3. Without prejudice to the validity of OTC Offers send to the addresses (including the electronic mail address) given above, until such time as they are changed, the Company may modify such addresses by issuing a respective press release on the website <https://exchange.fix-price.com>.

- 2.4. An OTC Offer shall be deemed properly submitted only if it is actually submitted pursuant to clause 2.1 of Section 2 of Schedule 2 by the expiration of the OTC Offer Submission Period or by the date and time to which expiry of the Invitation has been extended.

OTC Offers that do not meet this requirement shall be discarded and shall not be reviewed unless the Company waives this requirement.

- 2.5. The Company is entitled to not accept any OTC Offer, and no legally binding agreements shall be deemed to have been concluded until the Company accepts the OTC Offer. Without prejudice to said right of the Company, the Company is entitled at its own discretion to not accept any OTC Offer in the following cases:

- a) obvious signs have been detected that the OTC Offer may be fake or invalid for other reasons;
- b) the FPG GDRs have been frozen, restrictions apply to them, the FPG GDRs stated in the OTC Offer have been placed on an isolated or segregated account or have been encumbered or seized, or other restrictions have been placed on the rights and capacity of the Other Holder of FPG GDRs to transfer the FPG GDRs to the Company;
- c) other cases as specified in the Memorandum.

- 2.6. Other Holders of FPG GDRs (including Brokers) intending to instruct their authorised representatives to submit OTC Offers in the name of such Other Holders of FPG GDRs (Brokers) must issue a power of attorney to such representatives.

See the description of the required documents in clauses 2.8 and 2.9 of Section 2 of Schedule 2 and the general description of a power of attorney and the requirements thereto in clause 2.13 of Section 2 of Schedule 2.

- 2.7. **Other Holders of FPG GDRs sending OTC Offers through their intermediaries (Brokers, depositories, nominal holders) are urged to consult with their intermediaries (Brokers, depositories, nominal holders) regarding the applicable procedures.**

- 2.8. Other Holders of FPG GDRs who are *natural persons submitting Offers (or their authorised representatives)*, must adhere to the following procedure when submitting OTC Offers:

- a) Properly complete and sign the OTC Offer.

For the avoidance of doubt, an OTC Offer will be deemed properly completed and signed only when (i) all fields that must be completed by the Other Holder of FPG

GDRs are completed, and (ii) each page of the OTC Offer is signed by the Other Holder of FPG GDRs (or their authorised representative);

- b) Provide the Tender Agent with the following documents in the form of scanned copies of the originals:
  - i. the signed OTC Offer;
  - ii. the passport or other identity document of the natural person Other Holder of FPG GDRs submitting the OTC Offer;
  - iii. if the OTC Offer on behalf of a natural person Other Holder of FPG GDRs is submitted by an authorised person:
    - A. a power of attorney granted by the Other Holder of FPG GDRs to the person acting on the Other Holder of FPG GDRs' behalf which must meet the requirements given in clause 2.13 of Section 2 of Schedule 2; and
    - B. the passport or other identity document of such representative;
  - iv. an account statement for each depo account of the Other Holder of FPG GDRs showing the number of FPG GDRs held on such accounts or an analogous document confirming the availability of FPG GDRs on the depo accounts of Other Holder of FPG GDRs, in each case as of a date preceding the OTC Offer submission date by not more than 2 (two) Business Days; such statement or analogous document should be issued by the depository in which the Other Holder of FPG GDRs' depo account where the respective FPG GDRs are registered is held;
  - v. written confirmation in any form, signed by the Other Holder of FPG GDRs, that a natural person Other Holder of FPG GDRs is not married, or if that natural person Other Holder of FPG GDRs, according to their personal law, is held to be married:
    - A. notarised spousal consent to alienation of the FPG GDRs; or
    - B. an excerpt from a marital agreement from which it follows that spousal consent to alienation of the FPG GDRs is not required; or
    - C. written confirmation in any form, signed by the Other Holder of FPG GDRs, that spousal consent to alienation of FPG GDRs is not required;
  - vi. if a natural person Other Holder of FPG GDRs is an Unfriendly Person – the requisite permissions by Russian government agencies for execution of the Transaction;
- c) Follow other requirements and provide other documents referred to in the Memorandum, this Schedule 2 and the OTC Offer.

2.9. Other Holders of FPG GDRs that are ***legal entities submitting OTC Offers (or their authorised representatives) and Brokers submitting OTC Offers on their own behalf, but at the expense, in the interests, and on the instruction of Other Holders of FPG GDRs*** must adhere to the following procedure for submitting OTC Offers:

- a) Properly complete and sign the OTC Offer.

For the avoidance of doubt, an OTC Offer will be deemed properly completed and signed only when (i) all fields that must be completed by the Other Holder of FPG GDRs or the Broker are completed, and (ii) each page of the OTC Offer is signed by the respective Other Holder of FPG GDRs (or its authorised representative) or by the Broker.

- b) Provide the Tender Agent with the following documents in the form of scanned copies of the originals:
- i. the signed OTC Offer;
  - ii. the incorporation documents of the Other Holder of FPG GDRs or the Broker (memorandum, charter, founding agreement or other applicable documents);
  - iii. for an Other Holder of FPG GDRs that is a foreign legal entity submitting an OTC Offer independently or a Foreign Broker – documents confirming the registration of such legal entity under the laws of the country of its incorporation (registration certificate, extract from the commercial register or equivalent official register in which the legal entity is registered) as of a date preceding the OTC Offer submission date by not more than 30 (thirty) days;
  - iv. where the OTC Offer by a legal entity Other Holder of FPG GDRs or the Broker is submitted by a natural person entitled to act on its behalf without power of attorney:
    - A. the passport or other identity document of such natural person; and
    - B. a document (excerpt from a document) confirming the authority of the relevant person to act on behalf of the legal entity Other Holder of FPG GDRs or the Broker without power of attorney (for example, minutes of a meeting of the authorised body regarding the appointment of a person as the general director or an analogous document);
  - v. where an OTC Offer is submitted by an authorised representative acting on behalf of a legal entity Other Holder of FPG GDRs or the Broker under power of attorney:
    - A. the power of attorney granted by the Other Holder of FPG GDRs or the Broker, which must conform to the requirements specified in clause 2.13 of Section 2 of Schedule 2;
    - B. the passport or other identity document of such representative; and
    - C. a document (excerpt from a document) confirming the authority of the relevant person to grant a power of attorney on behalf of the legal entity Other Holder of FPG GDRs or the Broker (for example, minutes of a meeting of the authorised body regarding the appointment of a person as the general director or an analogous document);
  - vi. for an Other Holder of FPG GDRs independently (without a Broker) submitting an OTC Offer – an account statement for each depo account of the Other Holder of FPG GDRs showing the number of FPG GDRs held on such accounts or an analogous document confirming the availability of FPG GDRs on the depo accounts of Other Holder of FPG GDRs, in each case as of a date preceding the OTC Offer submission date by not more than 2 (two) Business Days; such statement or analogous document should be issued by the depository in which

the Other Holder of FPG GDRs' depo account where the respective FPG GDRs are registered is held;

- vii. if the legal entity Other Holder of FPG GDRs or the Broker's clients are Unfriendly Persons – the requisite permissions by Russian government agencies for execution of the Transaction;

- c) Follow other requirements and provide other documents referred to in the Memorandum, this Schedule 2 and the Offer.

2.10. The Company reserves the right to request additional documents for purposes of verifying the authority of the Other Holder of FPG GDRs (and its authorised representative) or the Broker to submit the OTC Offer and the Other Holder of FPG GDRs' rights regarding the FPG GDRs, or any other additional documents that the Company deems necessary.

2.11. Any documents that are completely or partially in a foreign language must be accompanied by a translation into Russian or English. The translation into Russian or English and/or the translator's signature must be notarised.

2.12. OTC Offers must contain up-to-date and accurate details of the depo account of the Other Holder of FPG GDRs or the Broker in which the FPG GDRs to which the OTC Offer pertains are held.

OTC Offers must also contain up-to-date and accurate details of the depo account of the Other Holder of FPG GDRs or of the Broker to which the PJSC Fix Price Shares should be credited. The Other Holder of FPG GDRs shall ensure that the PJSC Fix Price Shares can be credited by the Company to the account specified by the Other Holder of FPG GDRs, and the Company shall bear no liability if such crediting is impossible or is restricted for reasons beyond the Company's control.

The Company will not accept OTC Offers in which said information is missing.

For the avoidance of doubt, if an OTC Offer is submitted by the Broker acting in the interests and at the expense of Other Holders of FPG GDRs, the Company's obligation to transfer the PJSC Fix Price Shares shall be deemed discharged as soon as the PJSC Fix Price Shares are credited to the Broker's depo account specified in the OTC Offer. An Other Holder of FPG GDRs shall not be entitled to present any demands to or claims against the Company or its affiliates over the Broker's delay or failure to perform its obligations to transfer the PJSC Fix Price Shares onward to the Other Holder of FPG GDRs after they were credited to the Broker's relevant depo account.

2.13. Powers of attorney granted in Russia shall not require notarisation.

If a power of attorney was granted outside Russia, such power of attorney must be (i) notarised in the jurisdiction in which the Other Holder of FPG GDRs is a resident, and (ii) legalised in a Russian consulate or apostilled, if provided for by a respective international treaty to which the Russian Federation is party, or, in lieu of legalisation or certification by apostille, other requirements provided for by the respective international treaty to which the Russian Federation is party (if applicable) must be satisfied.

If the entire power of attorney or any part thereof (including, without limitation, an apostille, notes on the notarisation, and legalisation) is in a foreign language, such power of attorney must be translated into Russian or English, and such translation or the translator's signature must be notarised.

Powers of attorney granted by Other Holders of FPG GDRs to their authorised representatives must grant at least the following powers to the agent: (i) to complete, sign, and submit an OTC Offer and enter into agreements on conditions specified in Schedule 4 of the Memorandum on the Other Holder of FPG GDRs' behalf; (ii) to submit documents to and receive documents from the Tender Agent; and (iii) as required, to transfer the powers granted by the power of attorney.

Before granting a power of attorney, please consult with your legal adviser and your nominal holder.

- 2.14. Professional securities market participants that conduct securities management activity as provided for by Article 5(1) of Federal Law No. 39-FZ “On the Securities Market”, dated 22 April 1996, in respect of FPG GDRs must submit an OTC Offer and other documents specified in clause 2.9 of Section 2 of Schedule 2, stating that they are acting as trust managers (except where they are acting in a personal capacity).
- 2.15. If the FPG GDRs are part of a unit investment fund, the unit investment fund management companies must submit an OTC Offer and other documents specified in clause 2.9 of Section 2 of Schedule 2, stating that they are acting as property trust managers for the respective unit investment fund (except where they are acting in a personal capacity).
- 2.16. If no other requirements are prescribed as to the form in which any document referred to in this Section 2 of Schedule 2, should be provided, then such document should be provided in the form of a scanned copy of the original document and sent to the electronic mail address of the Tender Agent that is given in clause 2.1 of Section 2 of Schedule 2.
- 2.17. All matters relating to the validity, form, conformity to requirements (including the time of receipt), and acceptance of OTC Offers shall be decided by the Company at its sole discretion, and such decision shall be final and legally binding, including for Other Holders of FPG GDRs. The Company reserves the absolute right to waive the application of any terms of the Invitation and to ignore any errors in the OTC Offers, both with respect to all OTC Offers and Other Holders of FPG GDRs, and with respect to certain of them. The Company's interpretation of the terms and provisions of the Invitation, the Memorandum, this Schedule 2, the OTC Offer shall be final and legally binding, including for Other Holders of FPG GDRs and their Brokers.
- 2.18. If an Other Holder of FPG GDRs cannot provide any consents, give any confirmations, provide any representations or assume any of the obligations referred to in the OTC Offer or Schedule 4 to the Memorandum, such Other Holder of FPG GDRs should immediately contact the Tender Agent at the electronic mail address [exchange@fix-price.com](mailto:exchange@fix-price.com) **before submitting the OTC Offer.**
- 2.19. Brokers shall independently verify that the Other Holders of FPG GDRs in whose interests and at whose expense they are acting conform to the terms of the Invitation.

### **3. OTC OFFER ACCEPTANCE AND SETTLEMENTS**

- 3.1. An OTC Offer shall be accepted by sending a scanned copy of the accepted OTC Offer signed by or on behalf of the Company to electronic mail address of the Other Holder of FPG GDRs (its Broker) stated in the respective OTC Offer within the OTC Offer Acceptance Period. The OTC Offer Acceptance Date shall be the date on which the Company or the Tender Agent sends the OTC Offer signed by the Company to the respective electronic mail address of the Other Holder of FPG GDRs (its Broker).
- 3.2. Settlements under accepted OTC Offers shall be made as follows:

- a) firstly, the Other Holder of FPG GDRs shall make a Cash Payment;
  - b) secondly, the Other Holder of FPG GDRs shall deliver FPG GDRs to the Company's depo account. The counter instruction to credit FPG GDRs to the Company's depo account will be sent only upon receipt by the Company (Tender Agent) of the Cash Payment in full;
  - c) thirdly, upon receipt by the Company of the Cash Payment and FPG GDRs from the relevant Other Holder of FPG GDRs the Company shall send an instruction to transfer the PJSC Fix Price Shares to the Other Holder of FPG GDRs.
- 3.3. Other Holders of FPG GDRs shall be solely responsible for delivery of the FPG GDRs to the Company's depo account selected by them, including where foreign depositories are involved in settlements under the Transactions (including Euroclear Bank SA/NV и Clearstream Banking, S.A.).
- The Company's obligation to pay the purchase price for the acquired FPG GDRs and the Other Holder of FPG GDRs' obligation to pay the purchase price for the acquired PJSC Fix Price Shares will be partly terminated by set-off (excluding the amount of Cash Payment that shall be made by the Other Holder of FPG GDRs separately).
- 3.4. The Cash Payment shall be made:
- in euros to the Company's Foreign Bank Account (as specified in the OTC Offer); or
  - in Russian roubles at the exchange rate of the Bank of Russia established as of the first day of the OTC Offer Acceptance Period to the Russian Bank Account of the Company (as specified in the OTC Offer). The Company will publish a separate press release on the applicable euro-to-Russian rouble exchange rate at <https://exchange.fix-price.com>.
- When transferring a Cash Payment, the full name of the legal or natural person submitting the OTC Offer regarding which the Cash Payment is being made and the number of FPG GDRs regarding which the OTC Offer was submitted must be stated in the "Purpose of payment" or suchlike field of the payment instruction. Non-completion of this field entails the risk that the settlement under the OTC Offer cannot be made.**
- Other Holders of FPG GDRs shall be independently liable for the Cash Payment being credited to the Company bank account that they selected. A Cash Payment may be transferred to the Company by a third party in the interests of the Other Holder of FPG GDRs. When submitting an OTC Offer via a Broker (including a single OTC Offer), the Broker must independently ensure the collection of the Cash Payment amount from its clients – Other Holders of FPG GDRs – and transfer this amount to the account of the Company in a single payment for each single OTC Offer submitted by such Broker.
- 3.5. As soon as the OTC Offer, signed by the Company, has been sent to the electronic mail address of the respective Other Holder of FPG GDRs (its Broker), (i) the Company shall be deemed to have accepted the OTC Offer; and (ii) the Company and the respective Other Holder of FPG GDRs shall be deemed to have concluded legal, valid, legally binding, enforceable agreements on the terms stated in Schedule 4 to the Memorandum, and such agreements shall be deemed to have come into effect, including all the representations given in the corresponding agreement, and the OTC Offer Acceptance Date shall be deemed the date of conclusion of the agreements.
- 3.6. OTC Offers not submitted in conformity with the requirements set forth in the Memorandum, Schedule 2, and the OTC Offer form shall not be accepted by the Company (unless the Company waives application of the respective requirements).



- 3.7. Unless the Company decides otherwise at its sole discretion with respect to all or certain Other Holders of FPG GDRs, Other Holders of FPG GDRs whose OTC Offers are not accepted will not be sent notifications to that effect, and the corresponding information will not be published in some other way. Unless the Company decides otherwise, all OTC Offers for which acceptances were not sent in the manner prescribed in clause 3.1 of Section 3 of Schedule 2 above prior to expiry of the Offer Acceptance Period shall be deemed not accepted.
- 3.8. The Company and Other Holders of FPG GDRs shall independently bear their own costs in connection with the Invitation, the sending of OTC Offers, and the acceptance of OTC Offers.

#### **4. ADDITIONAL INFORMATION**

- 4.1. All notifications to the Company in connection with the Invitation, the OTC Offers, and the agreements concluded by the Company and an Other Holder of FPG GDRs based on the OTC Offers shall be sent in the manner prescribed for submitting OTC Offers that is given in clause 2.1 of Section 2 of Schedule 2. Notifications to an Other Holder of FPG GDRs shall be sent to the electronic mail address stated in the OTC Offer.
- 4.2. Questions about the procedure for submitting OTC Offers can be directed to the Tender Agent via email at: [exchange@fix-price.com](mailto:exchange@fix-price.com).
- 4.3. All information concerning the Invitation will be published on the website <https://exchange.fix-price.com>.



**SCHEDULE 3.  
OTC OFFER FORM**

To: Retail Technologies & Solutions Limited, a private company registered under the laws of the AIFC, having its registered address at: Building 55/23, Mangilik El Prospekt, Esil District, Astana, Republic of Kazakhstan, postcode Z05T3D6 (the “**Company**”)

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

**OTC OFFER**

Full name of legal entity / natural person: \_\_\_\_\_

Registration number / Identity document: \_\_\_\_\_  
*primary registration number / name of document, series, number, country and date of issue*

INN / other taxpayer number \_\_\_\_\_

Legal address / Place of residence or registration: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
*if different from legal address / place of residence*

Telephone number (with international dialling code): \_\_\_\_\_

Electronic mail address: \_\_\_\_\_  
*for receipt of the accepted OTC Offer and exchange of notifications regarding the OTC Offer*

hereinafter referred to as the “**Offeror**”:

- (i) is the owner of global depositary receipts with respect to ordinary shares (“**FPG Shares**”) of a public company Fix Price Group PLC, issued under Regulation S<sup>2</sup> (ISIN: US33835G2057) (“**FPG**”) (“**FPG GDRs**”); or
- (ii) is acting on its own behalf as a Broker in the interests and at the expense of persons that are owners of FPG GDRs; or
- (iii) is acting as a securities manager having the right to perform securities transactions, and the securities under trust management include FPG GDRs; or
- (iv) is acting as the trust manager of a unit investment fund that includes FPG GDRs.

*The list above is given for information purposes. The Offeror is not required to mark the status in which it is acting.*

The terms used but not defined in this OTC Offer shall have the meaning ascribed to them in the Company's Memorandum in relation to the invitation to make offers to exchange FPG GDRs for PJSC Fix Price ordinary shares dated 5 June 2025 (the “**Memorandum**”), which is available on the website <https://exchange.fix-price.com>.

**OTC Offer to sell FPG GDRs**

Pursuant to the terms of the Memorandum, the Offeror hereby makes an OTC Offer to the Company to conclude a sale and purchase agreement regarding FPG GDRs on the terms stated in Part A to Schedule 4 to the Memorandum (a “**FPG GDRs SPA**”) in the amount of:

<sup>2</sup> As defined in the U.S. Securities Act of 1933.

Company

Offeror

signature

signature

---

*State the number in numerals and words*


---

**("Sale FPG GDRs")**

---

**Depo account on which the Sale FPG GDRs are registered**

---

Euroclear/ Clearstream Participant  
Name: \_\_\_\_\_

Euroclear/ Clearstream Participant  
Account number: \_\_\_\_\_

Euroclear/ Clearstream Participant  
SWIFT (if applicable): \_\_\_\_\_

Name of the depository transferring  
the securities: \_\_\_\_\_

Account number: \_\_\_\_\_

Subaccount (if applicable): \_\_\_\_\_

Additional information \_\_\_\_\_

If the Sale FPG GDRs are registered on more than one depo account, a separate OTC Offer must be submitted for each depo account.

Specify on which Company depo account you intend to deliver the Sale FPG GDRs by entering the digit corresponding to the number ascribed to such account in section of the Offer titled Company Details below \_\_\_\_\_

The Offeror shall be solely responsible for delivering the Sale FPG GDRs to the Company's depo selected by him, including where foreign depositories (including Euroclear Bank SA/NV и Clearstream Banking, S.A.) are involved in settlements under the FPG GDRs SPA. Other Holders of FPG GDRs must reasonably in advance take all steps required for the Sale FPG GDRs to be delivered to the relevant Company depo account.

***OTC Offer to purchase PJSC Fix Price Shares***

The Offeror also hereby makes an offer to the Company to conclude a sale and purchase agreement regarding PJSC Fix Price Shares on the terms and in the quantity specified in Part B of Schedule 4 to the Memorandum (a "**PJSC Fix Price Shares SPA**").

Specify, to which bank account you plan to make a Cash Payment:

Russian Bank Account of the Company (for transfer of the Cash  
Payment in Russian roubles) ☐

Foreign Bank Account of the Company (for transfer of the Cash  
Payment in euro) ☐

**When transferring a Cash Payment, the full name of the legal or natural person submitting the OTC Offer (Offeror) regarding which the Cash Payment is being made and the number of Sale FPG GDRs regarding which the OTC Offer was submitted must be stated in the "Purpose of payment" or suchlike field of the payment instruction. Non-completion of this field entails the risk that the settlement under the OTC Offer cannot be made.**

Company

Offeror

---

*signature*


---

*signature*

**Depo account to which the PJSC Fix Price Shares should be delivered under the PJSC Fix Price Shares SPA**

Name of depository receiving the securities: \_\_\_\_\_

Depo account number in the NSD: \_\_\_\_\_

Depo subaccount in the NSD: \_\_\_\_\_

NSD depositor code: \_\_\_\_\_

By signing and submitting this OTC Offer, the person signing it gives their consent, on their own behalf, for the personal data operator – the Company – to automatically process, or to process without means of automation, their personal data in order to perform Transactions and conclude, rescind or perform an agreement as required by legislative and regulatory acts of the Russian Federation, and in order to meet legal requirements. The processing of personal data means gathering, systemising, accumulating, storing, revising (updating or modifying), and using personal data, transferring personal data (including providing personal data for processing under the same terms as stated in this consent, including to the Tender Agent), and depersonalising, blocking, destroying or performing other actions/operations involving personal data for purposes of compliance by operator with legal standards prescribed by Russian law, with agreements that have been or will be concluded, and with other assumed obligations. Personal data means any information relating to the person signing the OTC Offer as the data subject, including: last name, first name, and patronymic; year, month, date, and place of birth; identity document details; residential address or place of registration; marital, social, and property status; education; job; income; contact telephone number; e-mail address; and any other information disclosed or reported by such person to the operator. This consent shall be effective from the OTC Offer submission date until the date that such consent is withdrawn in writing.

**OFFEROR'S SIGNATURE**

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

(company seal, if applicable)

Signatory's full name, printed: \_\_\_\_\_

Position (if applicable) \_\_\_\_\_

Acting under (if applicable): \_\_\_\_\_

*Type, number, and date of issue of document confirming the authority of the authorised representative acting on the Offeror's behalf*

Company

Offeror

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

### Company Details

Full name: Retail Technologies & Solutions Limited

Registration number: 250240900331

Registered address: Building 55/23, Mangilik El Prospekt, Esil District,  
Astana, Republic of Kazakhstan, postcode Z05T3D6

Electronic mail address: [exchange@fix-price.com](mailto:exchange@fix-price.com)

*for sending an accepted Offer and for the exchange of notifications regarding the Offer*

### Company depo accounts to which the Sale FPG GDRs shall be delivered

#### Account No. 1 – for delivery of the Sale FPG GDRs, if they are registered in Other Depositories through a registration chain that includes Euroclear

Euroclear Participant Name: AO RAIFFEISENBANK

Euroclear Participant Account number: 28256

Euroclear Participant SWIFT (if applicable): RZBMRUMM

Depo account in AO Raiffeisenbank K408876600009

#### Account No. 2 – for delivery of the Sale FPG GDRs, if they are registered in Other Depositories through a registration chain that includes Clearstream

Clearstream Participant Name: 'CENTRAL DEPOSITORY OF ARMENIA'  
OJSC

Clearstream Participant Account number: 110HD

Clearstream Participant SWIFT (if applicable): CDAMAM22

Depo account in AO Raiffeisenbank K408876590002

### Bank account details to which Cash Payment should be credited

	Russian Bank Account of the Company (for transfer of the Cash Payment in Russian roubles)	Foreign Bank Account of the Company (for transfer of the Cash Payment in euro)
BIN of the Company:	250240900331	
Recipient's account number:	40807810300000002288	KZ558562203244769852
Name of credit organisation:	AO Raiffeisenbank	JSC «Bank CenterCredit»
BIC:	250240900331	KCJBKZKX
Correspondent accounts	30101810200000000700	COMMERZBANK AG SWIFT: COBADEFF Account: 400886874700EUR

Company

Offeror

*signature*

*signature*

		DEUTSCHE BANK AG SWIFT: DEUTDEFF Account: 9499377
		RAIFFEISEN BANK INTERNATIONAL, VIENNA SWIFT: RZBAATWW Account: 000-55.036.222

**Company depo account from which the PJSC Fix Price Shares will be debited under a PJSC Fix Price Shares SPA**

Depo account name	Retail Technologies and Solutions Limited
Depo account number:	K408876570004
Name of depository transferring the PJSC Fix Price Shares:	AO Raiffeisenbank
Depo account number in the NSD:	TL1212180342
Depo subaccount in the NSD:	000000000000000000
NSD depositor code:	MC0054300000

The following transaction dates and settlement dates must be specified by the Offeror when sending instructions/orders to the depository under the Transactions **(to be completed by the Company)**:

with respect to instructions/orders to debit Sale FPG GDRs	with respect to instructions/orders to credit PJSC Fix Price Shares
transaction date: _____	transaction date: _____
settlement date: _____	settlement date: _____

The Company hereby accepts the Offeror's OTC Offer and confirms conclusion of a FPG GDRs SPA and a PJSC Fix Price Shares SPA on the terms stated in Schedule 4 to the Memorandum.

**COMPANY'S SIGNATURE**

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

(company seal, if applicable)

Signatory's full name, printed: \_\_\_\_\_

Position (if applicable): \_\_\_\_\_

Acting under (if applicable): \_\_\_\_\_

Type, number, and date of issue of document confirming the authority of the authorised representative acting on the Company's behalf

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

Company

Offeror

signature

signature

**SCHEDULE 4.**  
**TERMS AND CONDITIONS OF SALE AND PURCHASE AGREEMENTS**  
**PART A: TERMS AND CONDITIONS OF FPG GDRS SPA**

This sale and purchase agreement regarding FPG GDRs (the “**FPG GDRs SPA**”) has been concluded by and between the Company and the Offeror based on the Offeror's OTC Offer, which has been accepted by the Company, on the OTC Offer Acceptance Date.

For purposes of this FPG GDRs SPA, the Company shall be referred to as the “**Buyer**,” the Offeror shall be referred to as the “**Seller**,” they shall be referred to jointly as the “**Parties**,” and individually as “**Party**.”

The terms used but not defined herein shall have meanings ascribed to them in the OTC Offer and in the Company's Memorandum regarding the invitation to make offers to exchange FPG GDRs for ordinary shares of PJSC Fix Price dated 5 June 2025, available at <https://exchange.fix-price.com> (the “**Memorandum**”).

Whereas the Seller:

- (i) is the lawful owner of FPG GDRs; or
- (ii) is acting on its own behalf as a Broker in the interests and at the expense of persons that are owners of FPG GDRs; or
- (iii) is acting as a securities manager having the right to perform securities transactions, and the securities under trust management include FPG GDRs; or
- (iv) is acting as the trust manager of a unit investment fund that includes FPG GDRs,

**THE PARTIES HAVE CONCLUDED THIS AGREEMENT AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this FPG GDRs SPA, the following terms shall have the meanings stated below:

“**Date of the Representations**” has the meaning set out in clause 5.1 below.

“**Cash Payment**” has the meaning given to this term in PJSC Fix Price Shares SPA.

“**PJSC Fix Price Shares SPA**” means a sale and purchase agreement for Sale PJSC Fix Price Shares concluded between the Seller and the Buyer on the date hereof.

“**Representations**” has the meaning set out in clause 5.1 below.

“**Encumbrance**” means a pledge or any other encumbrance, third party rights (including rights derived from option agreements), an interdiction or restriction on disposal that is prescribed based on an agreement, the laws in force, a government agency edict, or a court decision/ruling regarding the respective property, and also an agreement whose purpose is to create any of the above restrictions or encumbrances.

“**Sale FPG GDRs**” has the meaning given to this term in the OTC Offer.

“**Sale PJSC Fix Price Shares**” has the meaning given to this term in PJSC Fix Price Shares SPA.

**“Business Day”** means any day other than weekends, national holidays, and other nonworking days in the Russian Federation.

**“Buyer's Depo Account”** means one of the Buyer's depo accounts for crediting Sale FPG GDRs that was chosen by the Seller in the OTC Offer.

**“Seller's Depo Account”** means the Seller's depo account on which the Sale FPG GDRs are registered that is set out in the OTC Offer.

**“Price of the Sale PJSC Fix Price Shares”** has the meaning given to this term in PJSC Fix Price Shares SPA.

**“Price of the Sale FPG GDRs”** means: RUB 150.8110 (one hundred and fifty point eight thousand one hundred and ten), multiplied by the number of Sale FPG GDRs.

## 1.2. Interpretation

Unless otherwise expressly stipulated in this FPG GDRs SPA:

- a) words importing the singular shall include the plural and vice versa;
- b) words importing one gender shall include all genders; and
- c) the *ejusdem generis* rule shall not apply to interpretation of this FPG GDRs SPA. Words and expressions such as **“including”** or **“among others”** and other similar words and expressions shall not be given a restrictive meaning. Phrases ending in the words **“and others”** or **“otherwise”** or other similar words and expressions shall not be given a restrictive interpretation, based on the reason that the preceding words and expressions relate to some specific type of action, event or circumstance, if a broader interpretation is possible.

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Seller undertakes to transfer to the Buyer ownership of Sale FPG GDRs, and the Buyer undertakes to acquire/accept the Sale FPG GDRs and pay to the Seller the Price of the Sale FPG GDRs.
- 2.2. The Seller undertakes to transfer to the Buyer the Sale FPG GDRs free and clear of any third party rights, including any Encumbrance.

## 3. PRICE OF THE GDRS AND PAYMENT PROCEDURE

- 3.1. The Buyer undertakes to pay to the Seller a sum amounting to the Price of the Sale FPG GDRs.
- 3.2. Without prejudice to clause 3.6 below, the Price of the Sale FPG GDRs shall be paid by the Buyer within 5 (five) Business Days of the date that a credit entry is made in the Buyer's Depo Account confirming the transfer of ownership of Sale FPG GDRs, free and clear of any Encumbrances, to the Buyer.
- 3.3. For the avoidance of doubt, the Buyer has the right not to pay the Price of the Sale FPG GDRs until the time specified in clause 3.2 above.
- 3.4. Without prejudice to clause 3.6 below, the Price of the Sale FPG GDRs shall be paid by a remittance of funds to the Seller's bank account, the details of which shall be sent by the Seller to the Buyer at the Buyer's electronic mail address not less than 2 (two) Business Days prior to

expiry of the timeframe specified in clause 3.2 above, except where the obligation to pay the Price of the Sale FPG GDRs has been terminated pursuant to clause 3.6 below.

3.5. Pursuant to Article 488(5) of the Civil Code of the Russian Federation, the Sale FPG GDRs shall not be pledged to the Seller until the time they are fully paid for.

3.6. The Parties hereby agree that:

- a) the Buyer's obligation to pay the Price of the Sale FPG GDRs pursuant to this FPG GDR SPA; and
- b) the Seller's obligation to pay the Price of the Sale PJSC Fix Price Shares pursuant to the PJSC Fix Price Shares SPA, in the amount equal to the obligation specified in 3.6.a) above,

shall be automatically terminated by set-off from the date a credit entry is made on the Seller's depo account confirming the transfer of ownership of the Sale PJSC Fix Price Shares, free and clear of any encumbrances, to the Seller. For the avoidance of doubt, neither Party shall be obligated to send a set-off statement to the other in order to terminate said obligations by set-off.

#### 4. TRANSFER OF GDRS

4.1. The Seller undertakes to transfer the Sale FPG GDRs to the Buyer's ownership and to ensure the registration of the Sale FPG GDRs in the Buyer's depo account within 14 (fourteen) Business Days from the OTC Offer Acceptance Date, but in any event not earlier than upon the Buyer's receipt of the Cash Payment in full.

4.2. The Parties undertake to take all steps required for ownership of the Sale FPG GDRs to be transferred to the Buyer (pursuant to legal requirements and the requirements of the depository or depositories) prior to expiry of the timeframe specified in clause 4.1 above, including:

- a) the Seller undertakes to sign and deliver to the respective depository or depositories duly prepared (pursuant to legal requirements and the requirements of the depository or depositories) instruction(s) or order(s) for the Sale FPG GDRs to be debited from its Depo Account(s) and credited to the Buyer's Depo Account; and
- b) the Buyer undertakes to sign and deliver to the respective depository a duly prepared (pursuant to legal requirements and the depository's requirements) instruction or order for the Sale FPG GDRs to be credited to the Buyer's Depo Account;

4.3. Ownership of the Sale FPG GDRs shall transfer from the Seller to the Buyer as of the time that a credit entry is made in the Buyer's Depo Account confirming transfer to the Buyer of ownership of the Sale FPG GDRs, free and clear of any Encumbrances.

#### 5. REPRESENTATIONS

5.1. The Seller provides the Buyer and the Tender Agent with the representations (in the sense of Article 431.2 of the Civil Code of the Russian Federation) contained in this clause 5.1 (the "**Representations**") and assures the Buyer that the respective Representations are true, complete, and not misleading as of the OTC Offer Acceptance Date and as of the date of performance of the Seller's obligation to transfer the Sale FPG GDRs to the Buyer (each such date being the "**Date of the Representations**");

- a) The Seller has read the terms of the Invitation that are stated in the Memorandum and the schedules thereto, the terms of the OTC Offer, and the terms of this FPG GDRs SPA, and confirms its agreement to such terms;



- b) The Seller is a duly registered legal entity conducting its business on a lawful basis pursuant to the laws of the country of its incorporation (if the Seller is a legal entity), or the Seller is neither fully, nor partially, lacking in legal capacity and legal competence under the law applicable to him/her (if the Seller is a natural person);
- c) If the Seller is submitting an OTC Offer without a Broker's participation, the Seller is a foreign person or a qualified investor by virtue of law under Article 51.2(2) of Federal Law No. 39-FZ "On the Securities Market", dated 22 April 1996;
- d) The Seller has all rights and authority to conclude and perform this FPG GDRs SPA and the transactions and actions stipulated therein. This FPG GDRs SPA is valid and creates enforceable obligations (under the terms thereof) on the part of the Seller;
- e) The Seller has obtained all consents, permissions, and approvals from any third parties (including spousal consent, if applicable), governing bodies of the Seller (if applicable), and government agencies that are required for concluding and performing this FPG GDRs SPA and the transactions and actions stipulated therein pursuant to the requirements of any applicable law and, if the Seller is a legal entity, pursuant to the requirements of the Seller's founding documents, and said consents, permissions, and approvals have not been withdrawn;
- f) The Seller's conclusion and performance of this FPG GDRs SPA and the transactions and actions stipulated therein do not violate the rules of any applicable law, the provisions of any regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction, or, if the Seller is a legal entity, the Seller's founding documents, or any agreement, obligation or contract to which the Seller is party;
- g) The Seller is not a party in any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the conclusion and/or performance of this FPG GDRs SPA and the transactions and actions stipulated therein, either in full or in part;
- h) If the Seller is acting through its representatives, then the Seller's representatives signing the OTC Offer and the FPG GDRs SPA, as well as any documents, instructions or share transfer instruments whose purpose is to implement the FPG GDRs SPA, possess (or will possess at the time of signing) all the requisite authority to do so that has been formalised as required by applicable law;
- i) If the Seller is a Broker acting in the interests and at the expense of its clients, then the Broker has been given duly formulated instructions from its clients to submit the OTC Offer, if so required by applicable law or by the Broker-client contracts;
- j) The Seller is not a U.S. person (according to the definition given in Regulation S of the 1933 U.S. Securities Act, as amended and supplemented) (a "**U.S. Person**"), is not located on U.S. territory, and is not acting on behalf of and/or in the interests of a person that is a U.S. Person or that is located on U.S. territory;
- k) All document originals provided by the Seller in connection with the OTC Offer and the FPG GDRs SPA are authentic, and all document copies sent by the Seller to the Buyer in connection with the OTC Offer and the FPG GDRs SPA in the form of scanned copies, or in PDF format, or in some other electronic form, are authentic, accurate, complete, and match the originals (and all the translations are accurate);
- l) The Seller (i) is the lawful owner of the Sale FPG GDRs, or (ii) is acting on its own behalf as a Broker in the interests and at the expense of persons that are the lawful owners of Sale FPG GDRs, or (iii) is acting as a securities manager having the right to perform securities

transactions, and the securities under trust management include Sale FPG GDRs, or (iv) is acting as the trust manager of a unit investment fund that includes Sale FPG GDRs;

- m) The Sale FPG GDRs are free and clear of any Encumbrances and there are no lawful grounds for any Encumbrances to arise;
  - n) There are no ongoing judicial disputes and/or declared claims and demands with respect to the Sale FPG GDRs, and there are no lawful grounds for the rights to the Sale FPG GDRs to be challenged by any persons;
  - o) The Seller is not a person of a foreign state committing unfriendly actions (as defined in Decree of the President of the Russian Federation No. 81 dated 1 March 2022 “On additional temporary measures of an economic nature to ensure the financial stability of the Russian Federation”, taking into account the amendments and exceptions provided for by other Decrees of the President of the Russian Federation)) (“**Unfriendly Person**”), or, if the Seller is an Unfriendly Person, it has received all necessary permits from Russian state bodies for the implementation (execution) of the FPG GDRs SPA.
- 5.2. The Buyer provides the Seller with the representations (in the sense of Article 431.2 of the Civil Code of the Russian Federation) contained in this clause 5.2, and assures the Seller that the respective representations are true, complete, and not misleading as of each Date of the Representations:
- a) The Buyer is a legal entity, duly incorporated and lawfully existing under the laws of the AIFC;
  - b) The Buyer has all rights and authority to conclude and perform this FPG GDRs SPA and the transactions and actions stipulated therein. This FPG GDRs SPA is valid and creates enforceable obligations (under the terms thereof) on the part of the Buyer;
  - c) The Buyer has obtained all consents, permissions, and approvals from the Buyer's governing bodies and from any third parties and government agencies that are required for concluding and performing this FPG GDRs SPA and the transactions and actions stipulated therein pursuant to the requirements of any applicable law and the requirements of the Buyer's founding documents, and said consents, permissions, and approvals have not been withdrawn;
  - d) The Buyer's conclusion and performance of this FPG GDRs SPA and the transactions and actions stipulated therein do not violate the rules of any applicable law, the provisions of any regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction, the Buyer's founding documents, or any agreement, obligation or contract to which the Buyer is party;
  - e) The Buyer is not a party in any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the conclusion and/or performance of this FPG GDRs SPA and the transactions and actions stipulated therein, either in full or in part;
  - f) The Buyer's representatives signing the OTC Offer and this FPG GDRs SPA, as well as any documents, instructions or share transfer instruments whose purpose is to implement said FPG GDRs SPA, possess (or will possess at the time of signing) all the requisite authority to do so that has been formalised as required by applicable law;
  - g) The Buyer is not the subject of any Blocking Sanctions, is not owned by or under the Control of any Sanctioned Person, and is not included in any Sanctions List; and
  - h) The Buyer is not an Unfriendly Person.

## **6. COSTS**

- 6.1. Unless otherwise provided for by this FPG GDRs SPA, each Party shall independently bear its own costs in connection with the conclusion and performance of this FPG GDRs SPA and the transactions and actions stipulated therein.

## **7. ASSIGNMENT**

- 7.1. Neither Party may assign its rights and/or obligations under this FPG GDRs SPA in full or in part without the other's prior written consent.

## **8. AMENDMENT AND TERMINATION OF THE FPG GDRS SPA**

- 8.1. Unless otherwise provided for by this FPG GDRs SPA or by the applicable laws of the Russian Federation, this FPG GDRs SPA may be amended only by agreement between the Parties in writing.
- 8.2. If the Sale FPG GDRs are not transferred to the Buyer in the manner and within the timeframe stated in clause 4.1 above, including where the Sale FPG GDRs are transferred to the Buyer after expiry of the timeframe stated in clause 4.1 above, this FPG GDRs SPA shall be terminated with respect to the Sale FPG GDRs that were not transferred within the timeframe specified in clause 4.1 above. In this case, this FPG GDRs SPA will be terminated to the relevant extent (but in any case, except the provisions of Articles 10 and 15 below) on the day after the Buyer sends a notification to the Seller that the timeframe specified in clause 4.1 above has expired.
- 8.3. Without prejudice to the provisions of Article 10 below, neither FPG nor the Buyer shall be liable toward the Seller for termination of the FPG GDRs SPA in full or in part based on clause 8.2 above, and the Seller shall not be entitled to receive any amounts representing interest, price difference, damages or any other form of compensation due to such termination of the FPG GDRs SPA.
- 8.4. On termination of the FPG GDRs SPA with respect to part of the Sale FPG GDRs under the terms of this FPG GDRs SPA, the number of Sale FPG GDRs shall be correspondingly reduced and all references to "Sale FPG GDRs" shall be read to incorporate such reduction.

## **9. TERMINATION CONDITION OF THE FPG GDRS SPA**

- 9.1. The Parties hereby agree that the Parties' rights and obligations hereunder shall terminate in full (and neither Party shall be liable for such termination) in the following circumstances:
- a) the Buyer's non-receipt of the Cash Payment in full in the manner and within the timeframes stipulated by the PJSC Fix Price Shares SPA; and/or
  - b) the occurrence of any of the circumstances referred to in Section 5 (*Certain Conditions of the Invitation*) of the Memorandum; and/or
  - c) the Buyer is not able to perform its obligations towards the Seller under the PJSC Fix Price Shares SPA in the manner and within deadlines set out in PJSC Fix Price Shares SPA for any reasons, including those beyond its control.

This condition constitutes a termination condition pursuant to Article 157 (2) of the Civil Code of the Russian Federation.

- 9.2. The Buyer undertakes to notify the Seller of the occurrence of a termination condition referred to in clause 9.1 above within 10 (ten) Business Days after its occurrence by sending a notification to this effect to the Seller at the electronic mail address stated in the OTC Offer. This FPG GDRs

SPA shall be terminated in full (other than the provisions of Articles 10 and 15 below) at the time the Buyer sends the respective notification to the Seller's electronic mail address.

- 9.3. Without prejudice to the provisions of Article 10 below, neither FPG nor the Buyer shall bear any liability toward the Seller for termination of the FPG GDRs SPA in full or in part based on clause 9.1 above, and the Seller shall not be entitled to receive any amounts representing interest, price difference, damages or any other form of compensation due to such termination of the FPG GDRs SPA.

#### **10. RETURN OF THE FPG GDRs ON TERMINATION OF THE AGREEMENT**

- 10.1. If this FPG GDRs SPA is terminated in full or in part based on clauses 8.2 or 9.1 above after the transfer of Sale FPG GDRs to the Buyer, or if the transfer of Sale FPG GDRs to the Buyer takes place after termination of this FPG GDRs SPA based on clauses 8.2 or 9.1 above in full or in the respective part, then the Parties undertake, within 10 (ten) Business Days after the date of full or partial termination of the FPG GDRs SPA or after the date of transfer of the Sale FPG GDRs to the Buyer, if such transfer took place after termination of the FPG GDRs SPA in the respective part (whichever is later), to take all steps required to return the Sale FPG GDRs in respect of which the FPG GDRs SPA was terminated to the Seller into the Seller's Depo Account from which Sale FPG GDRs were transferred to the Buyer, including:

- a) the Buyer undertakes to sign and deliver to the respective depository a duly prepared (pursuant to legal requirements and the depository's requirements) instruction or order for the Sale FPG GDRs (or part thereof) to be debited from the Buyer's Depo Account and credited to the Seller's Depo Account; and
- b) the Seller undertakes to sign and deliver to the respective depository or depositories duly prepared (pursuant to legal requirements and the requirements of the depository or depositories) instruction or order for the FPG GDRs (or part thereof) to be credited to the Seller's Depo Account.

- 10.2. If the Seller does not perform the obligations specified in clause 10.1 above, or if the return of the Sale FPG GDRs to the Seller does not take place for any other reasons beyond the Buyer's control, then the Buyer shall bear no liability toward the Seller for non-return of the Sale FPG GDRs (or part thereof), and the Seller shall not be entitled to receive any amounts representing interest, price difference, damages or any other form of compensation for the period in which the Buyer had possession of the Sale FPG GDRs (of part thereof).
- 10.3. The Seller may initiate talks with the Buyer about an alternative method of returning the Sale FPG GDRs (or part thereof) to the Seller in the case provided for in clause 10.2 above. The Parties undertake to conduct the talks in good faith and take reasonable steps required for the return of the Sale FPG GDRs (or part thereof) to the Seller.

#### **11. ADDITIONAL OBLIGATIONS**

- 11.1. The Parties shall act in good faith, taking heed of each other's rights and legitimate interests, mutually providing the requisite assistance to perform the obligations and achieve the objective of the obligations prescribed in this FPG GDRs SPA, and providing each other with requisite information.
- 11.2. The Seller undertakes not to transfer Sale FPG GDRs from the depo account on which they were registered as of the date of this FPG GDRs SPA other than to transfer the Sale FPG GDRs to the Buyer pursuant to this FPG GDRs SPA, not to pledge or otherwise encumber the rights to the Sale FPG GDRs.
12. Each Party shall inform the other of any breaches of this FPG GDRs SPA committed by the former by sending a notification of such breach to the non-breaching Party at the electronic mail

address stated in the OTC Offer not later than 2 (two) Business Days after the date that the breaching Party became aware or should have become aware of the breach.

**13. WAIVER OF RIGHTS**

- 13.1. Unless explicitly stated in a Party's written waiver of a certain right, the Party's non-exercise of any right, on the occurrence of circumstances provided for by the laws in force or by the FPG GDRs SPA that serve as a ground for exercising such right, shall not constitute a waiver by the Party of the respective right.

**14. EFFECTIVE DATE OF THE AGREEMENT**

- 14.1. This FPG GDRs SPA shall come into effect and become binding on the Parties at the time it is signed.

**15. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 15.1. This FPG GDRs SPA shall be governed and interpreted in accordance with Russian law.
- 15.2. All disputes, disagreements, claims, and/or demands arising out of or in connection with this FPG GDRs SPA, including those relating to its conclusion, entry into force, validity, interpretation, performance, amendment, breach, termination, and any non-contractual obligations that may arise out of this FPG GDRs SPA, shall be settled in the manner prescribed in Section 9 (*Applicable Law and Dispute Resolution*) of the Memorandum, but:
- a) for purposes of sending written statements, messages, and other written documents during the course of Dispute resolution, the respective electronic mail addresses stated by the Parties in the OTC Offer shall be used; and
  - b) in the event of any change to the abovementioned electronic mail addresses, the relevant Party shall promptly notify the other of such change, and, if arbitral proceedings have already begun, shall also notify the RAC. A Party that does not provide such notification shall bear the risk of the adverse consequences of sending written statements, messages, and other written documents to incorrect electronic mail addresses.

## PART B: TERMS OF THE PJSC FIX PRICE SHARES SPA

This sale and purchase agreement for PJSC Fix Price Shares (“**PJSC Fix Price Shares SPA**”) is concluded between the Company and the Offeror based on the OTC Offer of the Other Holder of FPG GDRs accepted by the Company on the OTC Offer Acceptance Date.

For the purposes of this PJSC Fix Price Shares SPA, the Company is the “**Seller**”, the Offeror is the “**Buyer**”, and jointly they are the “**Parties**” or separately a “**Party**”.

The terms used but not defined herein shall have meanings ascribed to them in the OTC Offer, in the Company's Memorandum regarding the invitation to make offers to exchange FPG GDRs for ordinary shares of PJSC Fix Price dated 5 June 2025, available at <https://exchange.fix-price.com> (the “**Memorandum**”), or in the FPG GDR SPA (as defined below).

Whereas, on the date of settlement under this PJSC Fix Price Shares SPA, the Seller will own the Sale PJSC Fix Price Shares (as defined below),

### THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. Definitions

In this PJSC Fix Price Shares SPA, the following terms shall have the meanings given below:

“**Seller's Bank Account**” means one of the bank accounts designated by the Buyer in the OTC Offer for the receipt of the Cash Payment.

“**Date of the Representations**” has the meaning set out in clause 5.1 below.

“**Cash Payment**” means the sum equal to EUR 0.075 (seven point five eurocents), multiplied by the number of Sale FPG GDRs.

“**FPG GDRs SPA**” means the sale and purchase agreement regarding Sale FPG GDRs concluded by and between the Seller and the Buyer on the date of this PJSC Fix Price Shares SPA.

“**Representations**” has the meaning set out in clause 5.1 below.

“**Encumbrance**” means a pledge or any other encumbrance, third party rights (including rights derived from option agreements), an interdiction or restriction on disposal that is prescribed based on an agreement, the laws in force, a government agency edict, or a court decision/ruling regarding the respective property, and also an agreement whose purpose is to create any of the above restrictions or encumbrances.

“**Sale PJSC Fix Price Shares**” means a number of PJSC Fix Price Shares equal to the number of Sale FPG GDRs that were actually transferred to the Seller under the terms of the FPG GDRs SPA and credited to the Seller's depo account, and multiplied by 158 (one hundred and fifty-eight) (Exchange Ratio).

“**Sale FPG GDRs**” has the meaning given to this term in the OTC Offer.

“**Business Day**” means any day other than weekends, national holidays, and other nonworking days in the Russian Federation.



**“Seller's Depo Account”** means the Seller's depo account stated in the Offer from which the PJSC Fix Price Shares will be debited.

**“Buyer's Depo Account”** means the Buyer's depo account stated in the Offer to which the PJSC Fix Price Shares should be credited.

**“Price of the Sale PJSC Fix Price Shares”** means the sum of the following:

RUB 0.9545 (zero point nine thousand five hundred forty-five), multiplied by the number of Sale PJSC Fix Price Shares; and

amount of the Cash Payment.

**“Price of the Sale FPG GDRs”** has the meaning ascribed to this term in the FPG GDRs SPA.

## 1.2. Interpretation

Unless otherwise expressly stipulated in this PJSC Fix Price Shares SPA:

- a) words importing the singular shall include the plural and vice versa;
- b) words importing one gender shall include all genders; and
- c) the *ejusdem generis* rule shall not apply to interpretation of this PJSC Fix Price Shares SPA. Words and expressions such as **“including”** or **“among others”** and other similar words and expressions shall not be given a restrictive meaning. Phrases ending in the words **“and others”** or **“otherwise”** or other similar words and expressions shall not be given a restrictive interpretation, based on the reason that the preceding words and expressions relate to some specific type of action, event or circumstance, if a broader interpretation is possible.

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Seller undertakes to transfer to the Buyer ownership of Sale PJSC Fix Price Shares, and the Buyer undertakes to acquire/accept the Sale PJSC Fix Price Shares and pay the Price of the Sale PJSC Fix Price Shares.
- 2.2. The Seller undertakes to transfer to the Buyer the Sale PJSC Fix Price Shares free and clear of any third party rights, including any Encumbrance.

## 3. PRICE OF THE SHARES AND PAYMENT PROCEDURE

- 3.1. The Buyer undertakes to pay to the Seller a sum amounting to the Price of the Sale PJSC Fix Price Shares.
- 3.2. Without prejudice to clause 3.8 below, the Price of the Sale PJSC Fix Price Shares shall be paid by the Buyer as follows:
  - a) the Cash Payment shall be payable by the Buyer to the Seller within 5 (five) Business Days from the OTC Offer Acceptance Date; and
  - b) the remaining balance of the Price of the Sale PJSC Fix Price Shares, after deducting the Cash Payment, shall be payable by the Buyer to the Seller within 5 (five) Business Days from the date on which a credit entry is made in the Buyer's Depo Account confirming the transfer of rights to the Sale PJSC Fix Price Shares free and clear of any Encumbrances, to the Buyer.

- 3.3. The Cash Payment shall be made:
- a) in euros to the Company's Foreign Bank Account (as specified in the OTC Offer); or
  - b) in Russian roubles at the Bank of Russia's exchange rate, as established as at the first day of the OTC Offer Acceptance Period, to the Company's Russian Bank Account (as specified in the OTC Offer).
- 3.4. For the avoidance of doubt, the Buyer has the right not to pay part of the Price of the Sale PJSC Fix Price Shares, stated in clause 3.2.b) above until a credit entry is made on the Buyer's Depo Account confirming the transfer of ownership of Sale PJSC Fix Price Shares, free and clear of any Encumbrances, to the Buyer.
- 3.5. The Price of the Sale PJSC Fix Price Shares shall be paid by a remittance of funds to the Seller's Bank Account, except where the obligation to pay the Price of the Sale PJSC Fix Price Shares was already terminated pursuant to clause 3.8 below.
- 3.6. Pursuant to Article 488(5) of the Civil Code of the Russian Federation, the Sale PJSC Fix Price Shares shall not be pledged to the Seller until the time they are fully paid for.
- 3.7. Without prejudice to clause 3.8 below the Buyer's obligation to pay the Price of the Sale PJSC Fix Price Shares shall be deemed duly discharged as soon as the Price of the Sale PJSC Fix Price Shares has been credited to the Seller's Bank Account.
- 3.8. The Parties hereby agree that:
- a) the Buyer's obligation to pay part of the Price of the Sale PJSC Fix Price Shares based on this PJSC Fix Price Shares in the amount, equal to the amount of the obligation, stated in clause 3.8.b) below; and
  - b) the Seller's obligation to pay the Price of the Sale FPG GDRs based on the FPG GDRs SPA,

shall be automatically terminated by set-off from the date a credit entry is made on the Buyer's Depo Account confirming the transfer of ownership of Sale PJSC Fix Price Shares, free and clear of any Encumbrances, to the Buyer. For the avoidance of doubt, neither Party shall send a set-off statement to the other in order to terminate said obligations by set-off.

#### **4. TRANSFER OF SHARES**

- 4.1. The Seller undertakes to take all necessary actions to transfer the Sale PJSC Fix Price Shares to the Buyer's Depo Account within 3 (three) Business Days from the date that a credit entry is made in the Buyer's depo account confirming the transfer of rights to the Sale FPG GDRs, free and clear of any Encumbrances, to the Buyer, pursuant to the FPG GDRs SPA, and subject to the Seller's receipt of the Cash Payment in full.
- 4.2. The Parties undertake to take all steps required for ownership of the Sale PJSC Fix Price Shares to be transferred to the Buyer (pursuant to legal requirements and the requirements of the depository or depositories) prior to expiry of the timeframe specified in clause 4.1 above, including:
- a) the Seller undertakes to sign and deliver to the respective depository or depositories duly prepared (pursuant to legal requirements and the depository's requirements) instruction or order for the Sale PJSC Fix Price Shares to be debited from the Seller's Depo Account and credited to the Buyer's Depo Account; and



- b) the Buyer undertakes to sign and deliver to the respective depository a duly prepared (pursuant to legal requirements and the depository's requirements) instruction or order for the Sale PJSC Fix Price Shares to be credited to the Buyer's Depo Account.
- 4.3. Ownership of the Sale PJSC Fix Price Shares shall transfer from the Seller to the Buyer from the moment that a credit entry is made in the Buyer's Depo Account confirming transfer to the Buyer of ownership of the Sale PJSC Fix Price Shares, free and clear of any Encumbrances.

## 5. REPRESENTATIONS

- 5.1. The Seller provides the Buyer with the representations (in the sense of Article 431.2 of the Civil Code of the Russian Federation) contained in clause 5.1 of the PJSC Fix Price Shares SPA (the “**Representations**”) and assures the Buyer that the respective Representations are true, complete, and not misleading as of the OTC Offer Acceptance Date and as of the date of performance of the Seller's obligation to transfer the Sale PJSC Fix Price Shares to the Buyer (each such date being the “**Date of the Representations**”), unless a different date is specified in the relevant Representation:
- a) The Seller is a legal entity duly incorporated and lawfully acting under the laws of the AIFC;
  - b) The Seller has all rights and authority to conclude and perform this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein. This PJSC Fix Price Shares SPA is valid and creates enforceable obligations (under the terms thereof) on the part of the Seller;
  - c) The Seller has obtained all consents, permissions, and approvals from any third parties, governing bodies of the Seller, and government agencies that are required for concluding and performing this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein pursuant to the requirements of any applicable law and pursuant to the requirements of the Seller's founding documents, and said consents, permissions, and approvals have not been withdrawn;
  - d) The Seller's conclusion and performance of this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein do not violate the rules of any applicable law, the provisions of any regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction, or the Seller's founding documents, or any agreement, obligation or contract to which the Seller is party;
  - e) The Seller is not a party in any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the conclusion and/or performance of this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein, either in full or in part;
  - f) The Seller's representatives signing the OTC Offer and the PJSC Fix Price Shares SPA, as well as any documents, instructions or share transfer instruments whose purpose is to implement said PJSC Fix Price Shares SPA, possess (or will possess at the time of signing) all the requisite authority to do so that has been formalised as required by applicable law;
  - g) The Seller is not the subject of any Blocking Sanctions, is not owned by or under the Control of any Sanctioned Person, and is not included in any Sanctions List;
  - h) As of the date of performance of the Seller's obligation to transfer the Sale PJSC Fix Price Shares to the Buyer, the Seller shall be the lawful owner of the Sale PJSC Fix Price Shares;

- i) As of the date of performance of the Seller's obligation to transfer the Sale PJSC Fix Price Shares to the Buyer, the Sale PJSC Fix Price Shares are free and clear of any Encumbrances, and there are no lawful grounds for any Encumbrances to arise;
  - j) As of the date of performance of the Seller's obligation to transfer the Sale PJSC Fix Price Shares to the Buyer, there are no ongoing judicial disputes and/or declared claims and demands with respect to the Sale PJSC Fix Price Shares, and there are no lawful grounds for the rights to the Sale PJSC Fix Price Shares to be challenged by any persons; and
  - k) The Seller is not a person of a foreign state committing unfriendly actions (as defined in Decree of the President of the Russian Federation No. 81 dated 1 March 2022 “On additional temporary measures of an economic nature to ensure the financial stability of the Russian Federation”, taking into account the amendments and exceptions provided for by other Decrees of the President of the Russian Federation)) (“**Unfriendly Person**”).
- 5.2. The Buyer provides the Seller and the Tender Agent with the representations (in the sense of Article 431.2 of the Civil Code of the Russian Federation) contained in this clause 5.2, and assures the Seller that the respective representations are true, complete, and not misleading as of each Date of the Representations:
- a) The Buyer has read the terms of the Invitation that are stated in the Memorandum and the schedules thereto, the terms of the OTC Offer, and the terms of this PJSC Fix Price Shares SPA, and confirms its agreement to such terms;
  - b) The Buyer is a duly registered legal entity conducting its business on a lawful basis pursuant to the laws of the country of its incorporation (if the Buyer is a legal entity), or the Buyer is neither fully, nor partially, lacking in legal capacity and legal competence under the law applicable to him/her (if the Buyer is a natural person);
  - c) The Buyer has all rights and authority to conclude and perform this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein. This PJSC Fix Price Shares SPA is valid and creates enforceable obligations (under the terms thereof) on the part of the Buyer;
  - d) The Buyer has obtained all consents, permissions, and approvals from any third parties (including spousal consent, if applicable), governing bodies of the Buyer (if applicable), and government agencies that are required for concluding and performing this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein pursuant to the requirements of any applicable law and, if the Buyer is a legal entity, pursuant to the requirements of the Buyer's founding documents, and said consents, permissions, and approvals have not been withdrawn;
  - e) The Buyer's conclusion and performance of this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein do not violate the rules of any applicable law, the provisions of any regulatory or nonregulatory act, any decision, determination or order by a court of any jurisdiction, or, if the Buyer is a legal entity, the Buyer's founding documents, or any agreement, obligation or contract to which the Buyer is party;
  - f) The Buyer is not a party in any judicial or administrative proceedings that could result in a judicial or administrative prohibition on the conclusion and/or performance of this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein, either in full or in part;
  - g) If the Buyer is acting through its representatives, then the Buyer's representatives signing the OTC Offer and the PJSC Fix Price Shares SPA, as well as any documents, instructions or share transfer instruments whose purpose is to implement the PJSC Fix Price Shares

SPA, possess (or will possess at the time of signing) all the requisite authority to do so that has been formalised as required by applicable law;

- h) If the Buyer is a Broker acting in the interests and at the expense of its clients, then the broker has been given duly formulated instructions from its clients to submit the OTC Offer, if so required by applicable law or by the Broker-client contracts;
- i) The Buyer is not a U.S. person (according to the definition given in Regulation S of the 1933 U.S. Securities Act, as amended and supplemented) (a “**U.S. Person**”), is not located on U.S. territory, and is not acting on behalf of and/or in the interests of a person that is a U.S. Person or that is located on U.S. territory;
- j) All document originals provided by the Buyer in connection with the OTC Offer and the PJSC Fix Price Shares SPA are authentic, and all document copies sent by the Buyer to the Seller in connection with the OTC Offer and the PJSC Fix Price Shares SPA in the form of scanned copies, or in PDF format, or in some other electronic form, are authentic, accurate, complete, and match the originals (and all the translations are accurate); and
- k) The Buyer is not an Unfriendly Person, or, if the Buyer is an Unfriendly Person, it has obtained all the requisite permissions from Russian government agencies to perform the PJSC Fix Price Shares SPA.

## **6. COSTS**

- 6.1. Unless otherwise provided for by this PJSC Fix Price Shares SPA, each Party shall independently bear its own costs in connection with the conclusion and performance of this PJSC Fix Price Shares SPA and the transactions and actions stipulated therein.

## **7. ASSIGNMENT**

- 7.1. Neither Party may assign its rights and/or obligations under this PJSC Fix Price Shares SPA in full or in part without the other's prior written consent.

## **8. AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 8.1. Unless otherwise provided for by this PJSC Fix Price Shares SPA or by the applicable laws of the Russian Federation, this PJSC Fix Price Shares SPA may be amended only by agreement between the Parties in writing.
- 8.2. The Parties hereby agree that all the Parties' rights and obligations under this PJSC Fix Price Shares SPA shall automatically terminate (and neither Party shall be liable for such termination) in the event of termination of the FPG GDRs SPA for any reasons (other than proper performance of the FPG GDRs SPA by the Parties) before the transfer of the Sale PJSC Fix Price Shares to the Buyer. In this case, the PJSC Fix Price Shares SPA shall terminate (other than the provisions stipulated by clause 8.3 and Article 12 below) at the same time as termination of the FPG GDRs SPA.
- 8.3. Neither FPG nor the Seller shall be liable to the Buyer for the termination, in whole or in part, of the PJSC Fix Price Shares SPA pursuant to clause 8.2 of the PJSC Fix Price Shares SPA. The Price of the Sale PJSC Fix Price Shares received by the Seller prior to the termination of the PJSC Fix Price Shares SPA pursuant to clause 8.2 shall be transferred to the Buyer's bank account within 15 (fifteen) Business Days from the date of termination of the PJSC Fix Price Shares SPA, provided that the Buyer provides the necessary bank account details. The Seller's obligation to return the received Price of the Sale PJSC Fix Price Shares will be considered duly fulfilled as soon as the Price of the Sale PJSC Fix Price Shares is debited from the Seller's bank account. The Buyer shall have no right to receive any interest, price difference, compensation

for losses, or any other form of reimbursement in connection with the termination of the PJSC Fix Price Shares SPA.

## **9. ADDITIONAL OBLIGATIONS**

- 9.1. The Parties shall act in good faith, taking heed of each other's rights and legitimate interests, mutually providing the requisite assistance to perform the obligations and achieve the objective of the obligations prescribed in this PJSC Fix Price Shares SPA, and providing each other with requisite information.
- 9.2. Each Party shall inform the other of any breaches of this PJSC Fix Price Shares SPA committed by the former by sending a notification of such breach to the non-breaching Party at the electronic mail address stated in the OTC Offer not later than 2 (two) Business Days after the date that the breaching Party became aware or should have become aware of the breach.

## **10. WAIVER OF RIGHTS**

- 10.1. Unless explicitly stated in a Party's written waiver of a certain right, the Party's non-exercise of any right, on the occurrence of circumstances provided for by the laws in force or by the PJSC Fix Price Shares SPA that serve as a ground for exercising such right, shall not constitute a waiver by the Party of the respective right.

## **11. EFFECTIVE DATE OF THE AGREEMENT**

- 11.1. This PJSC Fix Price Shares SPA shall come into effect and become binding on the Parties at the time it is signed.

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 12.1. This PJSC Fix Price Shares SPA shall be governed and interpreted in accordance with Russian law.
- 12.2. All disputes, disagreements, claims, and/or demands arising out of or in connection with this PJSC Fix Price Shares SPA, including those relating to its conclusion, entry into force, validity, interpretation, performance, amendment, breach, termination, and any non-contractual obligations that may arise out of this PJSC Fix Price Shares SPA, shall be settled in the manner prescribed in Section 9 (*Applicable Law and Dispute Resolution*) of the Memorandum, but:
  - a) for purposes of sending written statements, messages, and other written documents during the course of Dispute resolution, the respective electronic mail addresses stated by the Parties in the OTC Offer shall be used;
  - b) in the event of any change to the abovementioned electronic mail addresses, the relevant Party shall promptly notify the other of such change, and, if arbitral proceedings have already begun, shall also notify the RAC. A Party that does not provide such notification shall bear the risk of the adverse consequences of sending written statements, messages, and other written documents to incorrect electronic mail addresses.