

This document is a translation of a Russian version of the Agreement for Non-Disclosure of Information Provided at Shareholder's Request ("Agreement") prepared exclusively for informational purposes.

The Russian version of the Agreement can be found at <https://www.magnit.com/ru/disclosure/procedure-of-information-provision/>.

Please note that for the purposes of obtaining PJSC Magnit's confidential information in accordance with Article 91 of Federal Law "On Joint Stock Companies" you should use the Russian version of the Agreement.

AGREEMENT for Non-Disclosure of Information Provided at Shareholder's Request

APPROVED

July 23, 2021

President and CEO of PJSC "Magnit"

_____ Dunning Jan Gezinus

Public Joint Stock Company "Magnit", hereinafter referred to as the **Disclosing Party**, *on the one part, and the shareholder of the Disclosing Party (or a representative of the shareholder of the Disclosing Party acting under the Power of Attorney)*, which details are specified in the Consent Form (as this terms is defined in Clause 1.1.11 of the Agreement below) received by the Disclosing Party in accordance with Clause 3.3 of this Agreement for Non-Disclosure of Information Provided at Shareholder's Request (hereinafter – the **Agreement**), hereinafter referred to as the **Receiving Party**, *on the other part*,
have entered into this Agreement as follows:

1. INTERPRETATION

1.1. In addition to the terms stated in the preamble hereof, the following terms are also used in this Agreement:

- 1.1.1. **"Magnit Group"** shall mean Public Joint Stock Company "Magnit" (PJSC "Magnit") and the aggregate of legal entities under direct or indirect control of PJSC "Magnit";
- 1.1.2. **"Law on Joint Stock Companies"** shall mean the Federal Law No. 208-ФЗ dated December 26, 1995 On Joint Stock Companies;
- 1.1.3. **"Inside Information"** shall mean data that are recognized to be the inside information in accordance with the Federal Law No. 224-ФЗ dated July 27, 2010 On Countering Illegal Use of Inside Information and Market Manipulation and on Amendment of Certain Legislative Acts of the Russian Federation, and other laws and regulations of the Russian Federation, as well as in accordance with the Regulation No. 596/2014 of the European Parliament and of the Council On Market Abuse (Market Abuse Regulation) and Repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, and other applicable regulations of the European Union and/or of the United Kingdom of Great Britain and Northern Ireland;
- 1.1.4. **"Confidential Information"** shall mean:
 - (1) All information about commercial activities, business plans, clients, strategies, commercial secret, transactions, documentation, finances, assets, technologies, data, educational materials of the Disclosing Party;
 - (2) Information that provides an insight to the processes, concepts, methodologies, formats, technologies, or know-how, used as the basis for development of the existing or future products, services, applications, or methods of activities of the Disclosing Party, as well as those used to support or control the latter;
 - (3) Any other data of actual or potential value since they are unknown to Third Parties (as this term is defined in Clause 1.1.14 hereof below) that are not intended for wide distribution and/or use by general public and in respect of which the confidentiality restrictions has been imposed by the Disclosing Party;
 - (4) Information contained in documents/materials of the Disclosing Party to be handed over to the Receiving Party in accordance with Clause 2.1 hereof; and
 - (5) Inside Information of the Disclosing Party as it is defined in Clause 1.1.3 hereof.

However, the information received by the Receiving Party may not be considered the Confidential Information in case at least one of the following criteria is satisfied in respect thereof:

- (i) Information is publicly disclosed in accordance with the legislative requirements of the Russian Federation;

- (ii) Information is provided by the Disclosing Party with a note indicating that such information is not confidential;
 - (iii) Information is publicly available, and the Disclosing Party has granted access thereto to Third Parties without limitations (no confidentiality restrictions are applied thereon);
 - (iv) Information becomes known to the Receiving Party from a source other than the Disclosing Party, which is confirmed by corresponding documents, with no breach of any provisions of the applicable legislation, as well as with no violation of the obligation undertaken to the Disclosing Party by the Third Party that has disclosed such information to the Receiving Party;
- 1.1.5. **“Familiarization”** – as this term is defined in Subclause (1) of Clause 3.2 hereof;
- 1.1.6. **“Transfer of Copies”** – as this term is defined in Subclause (2) of Clause 3.2 hereof;
- 1.1.7. **“Business Day”** shall mean a day (except for Saturdays, Sundays, and public holidays) in Krasnodar, the Russian Federation;
- 1.1.8. **“Disclosure of Confidential Information”** shall mean:
- (1) Any actions undertaken by the Receiving Party in the result of which the Confidential Information becomes known to Third Parties without written consent of the Disclosing Party in any possible way (including but not limited to orally, in writing or through any other means, with use of technical means, by means of subsequent duplication of documents containing the Confidential Information, transfer of such documents and/or copies thereof to Third Parties, distribution or publication in mass media or in the Internet information and telecommunication network);
 - (2) Any omission (whether intentional or accidental) of the Receiving Party consisting in failure to ensure the adequate level of confidentiality (protection) of the Confidential Information received from the Disclosing Party and resulting in access of Third Parties to such information in violation of the terms and provisions hereof;
- 1.1.9. **“Permitted Disclosure”** – as this term is defined in Clause 4.1.1 hereof;
- 1.1.10. **“Permitted Recipients”** shall mean persons specified in Subclause (1) of Clause 4.1.1 hereof.
- 1.1.11. **“Consent Form”** shall mean the declaration of intent of the Receiving Party to be bound by the terms and provisions hereof (please refer to APPENDIX 3 hereto).
- 1.1.12. **“Parties”** shall mean the Receiving Party and the Disclosing Party when they are collectively referred to;
- 1.1.13. **“Shareholder’s Demand”** shall mean the demand of the shareholder of the Disclosing Party to provide documents of the Disclosing Party, with such a demand complying with the parameters and conditions as provided for by the applicable legislation of the Russian Federation for shareholders’ demands for provision of documents and data of joint stock companies thereto by such joint stock companies, including regulations of the Bank of Russia;
- 1.1.14. **“Third Party”** shall mean any person (including but not limited to bodies and/or organizations vested with authoritative/ administrative and regulatory powers) that is not the Party or Permitted Recipient hereto;
- 1.1.15. **“Authorized Body”** shall mean public authorities and/or local government bodies, judicial authorities and/or other bodies or organizations that are vested with powers in accordance with the applicable legislation to demand the provision of the Confidential Information from the Receiving Party and/or Permitted Recipients, provided that such requirements are obligatory for the relevant Receiving Party and/or Permitted Recipients;
- 1.1.16. **“Authorized Representative”** shall mean a person being entitled to act on behalf of the Receiving Party on the authority given under the Power of Attorney, reference by the law, or act of public body or local government body authorized thereto.
- 1.2. References to any sections, clauses, sub-clauses, and paragraphs in this Agreement shall be construed as references to sections, clauses, sub-clauses, and paragraphs of this Agreement, except as otherwise expressly provided for herein.
- 1.3. References to any regulation or provision of any regulation in this Agreement shall be deemed to include the reference to any regulation or provision of any regulation that amends or supersedes them or that was amended or superseded thereby, and to include any bylaws enacted in accordance with such regulation.

- 1.4. References to “rubles” in this Agreement shall be construed as references to the Russian ruble issued by the Central Bank of Russia that is the currency unit in the Russian Federation in accordance with the Constitution of the Russian Federation.
- 1.5. References in this Agreement to any suit, remedy, or method of legal proceeding aimed at enforcement of rights shall be deemed to include references (with regard to any jurisdiction) to any suit, remedy, or method of legal proceeding aimed at enforcement of rights existing or applicable in such jurisdiction that most closely correspond to the suit, remedy, or method of legal proceeding described or referred to herein.
- 1.6. Section headings are given for the sake of convenience and shall not be taken into consideration when interpreting this Agreement.
- 1.7. References in this Agreement to “this Agreement” shall be construed as references to this Agreement as amended from time to time in accordance with the provisions of this Agreement and the applicable legislation.

2. SCOPE OF AGREEMENT

- 2.1. The Disclosing Party shall provide the Receiving Party with access to the Confidential Information and/or shall transfer documents (or copies of corresponding documents) and (or) other tangible media containing the Confidential Information to the Receiving Party, and the Receiving Party shall use the Confidential Information and protect its confidentiality pursuant to the terms and procedures set forth herein.
- 2.2. The Parties shall acknowledge that this Agreement is entered into due to receipt by the Disclosing Party of the Shareholder’s Demand in accordance with Article 91 of the Law on Joint Stock Companies, as well as with the aim of receipt by the Disclosing Party of guarantees of compliance by the Receiving Party with its obligations provided for in Clause 4 of Article 65.2 of the Civil Code of the Russian Federation (Part One) No. 51-Φ3 dated November 30, 1994.
- 2.3. The list of documents and (or) tangible media containing the Confidential Information, to which the Receiving Party is granted access, shall be specified in the Certificate of Access to Confidential Information (in case of Familiarization or Transfer of Copies in person; please refer to APPENDIX 1 hereto) or in the relevant supporting documentation for such documents and (or) tangible media (in case of Transfer of Copies by sending relevant documents and (or) tangible media to the Receiving Party).
- 2.4. The Receiving Party shall agree that the Disclosing Party is and will be the exclusive rightholder of the Confidential Information and all patents, copyrights, trade secrets, trademarks, and other intellectual rights to such information. In no event, this Agreement can be treated as granting the right to use (granting the license) or alienation of any of these rights to the Receiving Party.

3. PROCEDURE OF GRANTING ACCESS TO CONFIDENTIAL INFORMATION

- 3.1. The Confidential Information shall be provided by the Disclosing Party to the Receiving Party subject to the conditions set forth herein, as well as equally subject to the legislative requirements of the Russian Federation, Charter of the Disclosing Party and its internal regulations developed and approved in accordance with the applicable legislation.
- 3.2. The Confidential Information shall be provided to the Receiving Party by:
 - (1) Providing the Receiving Party with the opportunity of familiarization with documents containing the Confidential Information (hereinafter – “**Familiarization**”); or
 - (2) Transferring copies of documents and (or) other tangible media containing the Confidential Information (hereinafter – “**Transfer of Copies**”) to the Receiving Party,depending on the way of obtaining access to the Confidential Information as chosen in the Shareholder’s Demand.
- 3.3. Familiarization and/or Transfer of Copies shall be performed not earlier than transfer to the Disclosing Party of the Consent Form duly executed and signed by the Receiving Party and accompanied with original, and/or duly certified copies of, documents confirming powers of the person that has signed the Consent Form on behalf of the Receiving Party.
- 3.4. The date of commencement of the period within which the Disclosing Party undertakes to perform Familiarization or Transfer of Copies shall be the date of receipt by the Disclosing Party of the documents specified in Clause 3.3 hereof above.

3.5. Familiarization shall be performed subject to the following rules:

- (1) Familiarization shall be performed subject to provision by the Receiving Party to the Disclosing Party of the original, and/or duly certified copies, of documents confirming corresponding powers of the Receiving Party (its Authorized Representative) for such Familiarization.
- (2) Familiarization shall be performed in the premises to be specified by the Disclosing Party at its own discretion (subject to the legislative requirements of the Russian Federation, Charter and internal regulations of the Disclosing Party), and in the presence of a representative of the Disclosing Party.
- (3) Use of technical means (including but not limited to photo shooting and video recording) during Familiarization shall be allowed only subject to written consent of the Disclosing Party given for Familiarization with particular documents access to which was requested in the corresponding Shareholder's Demand;
- (4) Should the Receiving Party (its Authorized Representative) violate any terms and provisions hereof, the Disclosing Party shall, at any time, be entitled to stop Familiarization by the Receiving Party (its Authorized Representative) with corresponding documents until the Receiving Party corrects the corresponding violations and the Disclosing Party receives evidence of correction of such violations.

3.6. Without prejudice to the provisions of Clause 3.8 hereof, Transfer of Copies shall be performed subject to the following rules:

- (1) The Disclosing Party shall perform Transfer of Copies to the Receiving Party in a manner specified in the Shareholder's Demand;
- (2) If the Charter or any internal regulation, approved in accordance with the procedure set forth in the Law on Joint Stock Companies, requires from the Receiving Party to effect advance payment to be collected by the Disclosing Party for Transfer of Copies in accordance with the Shareholder's Demand, then the date of commencement of the period, within which the Disclosing Party undertakes to perform Transfer of Copies, shall be date of receipt of the corresponding payment by the Disclosing Party.

3.7. Confidential Information shall be deemed provided to the Receiving Party:

- (1) in case of Familiarization or Transfer of Copies in person - at the time when actual access to Confidential Information is provided to the Receiving Party, that is confirmed by the relevant Certificate of Access to Confidential Information (APPENDIX 1 hereto);
- (2) in case of Transfer of Copies by sending the relevant documents and/or tangible media to the Receiving Party – at the moment the relevant post is delivered to the Receiving Party or to any address specified by the Receiving Party for receipt of the relevant documents and/or tangible media.

3.8. Provision (transfer) of the Confidential Information via telephone, telegraph, facsimile, e-mail, as well as with use of the Internet information and telecommunication network, shall not be allowed.

4. RECEIVING PARTY'S OBLIGATIONS

4.1. The Receiving Party undertakes:

4.1.1. Not to allow the Disclosure of the Confidential Information (in full or in part) without prior written consent of the Disclosing Party, except for the following cases (hereinafter – the "Permitted Disclosure"):

- (1) If the Confidential Information is provided to employees of the Receiving Party, as well as to auditors, accountants and/or advisors of the Receiving Party (hereinafter – the "Permitted Recipients"), provided that:
 - (i) The Permitted Recipients need access to the Confidential Information to perform their official, employment duties and/or contractual obligations to the Receiving Party in order to exercise the rights of the Receiving Party as a shareholder of the Disclosing Party;
 - (ii) The Receiving Party has notified the corresponding Permitted Recipients in advance of the confidential nature of such information;

- (iii) The Permitted Recipients are bound by the obligations to the Receiving Party to maintain confidentiality of the Confidential Information to the extent and under the conditions that are similar or exceed the extent and conditions of the confidentiality provided for herein;
- (2) If the Confidential Information is disclosed to the Receiving Party by the Authorized Body, if such disclosure is obligatory for the Receiving Party and/or Permitted Recipient due to the requirements of the applicable legislation, provided that:
 - (i) The Receiving Party has notified the Disclosing Party in advance of the necessity of such disclosure (if such notification is allowed by the applicable legislation), with indication of the provisions of the applicable legislation due to which such disclosure is obligatory for the Receiving Party, as well as the extent of the Confidential Information to be disclosed.

The notification provided for in this Paragraph (i) shall be sent via e-mail, subject to the terms and conditions of Section 10 hereof;

- (ii) The Receiving Party cooperates reasonably with the Disclosing Party in actions undertaken by the Disclosing Party in order to receive a protection order, court injunction, injunctive remedies, or other actions aimed at prevention/ minimization of the extent of disclosure of the Confidential Information;
- (iii) Such disclosure is performed to the minimum extent required for compliance with the corresponding requirements of the Authorized Body;
- (iv) The Receiving Party has notified the Authorized Body in advance of the confidential nature of such information.

The burden of proof that the Disclosure of the Confidential Information falls within the Permitted Disclosure shall lie with the Receiving Party;

- 4.1.2. To use the Confidential Information (and to ensure compliance with this provision by the Permitted Recipients) solely for the purposes of exercise of the rights of the Receiving Party as a shareholder of the Disclosing Party;
- 4.1.3. To notify immediately the Disclosing Party of all Disclosures of the Confidential Information committed by the Receiving Party and/or Permitted Recipients, and/or of a threat of the Disclosure of the Confidential Information, which have become known thereto. The notification provided for in this Clause shall be sent via e-mail, subject to the terms and conditions of Section 10 hereof;
- 4.1.4. To take into account the Information about statutory requirements that may be applied to contractors of PJSC "Magnit" due to potential receipt of Inside Information (APPENDIX 2 hereto), as well as requirements of the corresponding legislation, and to use it in its activities, in case of gaining access to the Inside Information.

5. REPRESENTATIONS AND GUARANTEES

5.1. The Receiving Party shall represent and guarantee that:

- 5.1.1. As of the date of entering into this Agreement, the Receiving Party has the required legal capacity, the authority to enter into this Agreement, and the Receiving Party has obtained and executed all corporate resolutions required for entering into the Agreement (in case the Receiving Party is a legal entity), and that all such resolutions are valid;
- 5.1.2. As of the date of entering into this Agreement, the Receiving Party, as well as its Authorized Representative (if the Agreement is signed by the Authorized Representative), are not disabled, not in tutelage or trusteeship, not under the influence of alcohol, drugs or toxicants, do not suffer from diseases inhibiting their ability to recognize the scope, terms and conditions of the Agreement (in case the Receiving Party is an individual);
- 5.1.3. This Agreement is legal, valid and binding for the Receiving Party, and it may be enforced against the Receiving Party in accordance with the terms and conditions of this Agreement and provisions of the applicable legislation.

6. PERSONAL DATA

- 6.1. If the Receiving Party is an individual, as well as when it acts through its Authorized Representative being an individual, the signature hereof by the Receiving Party and its corresponding Authorized Representative shall constitute the consent to processing by the Magnit Group of personal data of the Receiving Party and/or its corresponding Authorized Representative, subject to the following:

- (1) the Magnit Group shall be entitled to process personal data of the Receiving Party and/or its corresponding Authorized Representative by the following methods (to perform the following actions with personal data of the Receiving Party and/or its corresponding Authorized Representative): collection, recording, systematization, accumulation, storage, upgrade (update, change), extraction, use, transfer (distribution, provision, access), including trans-border transfer, depersonalisation, blocking, removal, and destruction;
 - (2) Such consent shall be valid within the validity period hereof;
 - (3) the Magnit Group shall process personal data of the Receiving Party and/or its corresponding Authorized Representative with the aim to keep personalized records of persons that have been granted access to the Confidential Information in order to comply with the requirements of the Federal Law No. 98-ФЗ dated July 29, 2004 On Trade Secret, as well as with the aim to disclose this information by the Disclosing Party in compliance with the requirements of the Russian and foreign legislations, and use it in documents and accounts of the Disclosing Party.
- 6.2. For avoidance of any doubt, whether or not the consent is given for processing of personal data in accordance with Clause 6.1 hereof, the Magnit Group shall be also entitled to process corresponding personal data of the Receiving Party and/or its corresponding Authorized Representative to the extent and pursuant to the procedure provided for by the applicable legislation of the Russian Federation.

7. RECEIVING PARTY'S LIABILITY

- 7.1. 7.1. The Receiving Party shall be liable for breach of the terms and provisions hereof, including (but not limited to) any Disclosure of the Confidential Information, as well as unreliability of the representations of the Receiving Party specified in Section 5 hereof, in accordance with the legislation of the Russian Federation and subject to the terms and provisions hereof.

For avoidance of any doubt, the Receiving Party shall be liable to the Disclosing Party, including (but not limited to) for breach of the terms and provisions hereof and/or Disclosure of the Confidential Information committed by the Permitted Recipients and/or Receiving Party through the fault of the Permitted Recipients.

- 7.2. In case of violation of the terms and provisions hereof by the Receiving Party and/or Permitted Recipients, as well as in case of unreliability of the representations and guarantees of the Receiving Party specified in Section 5 hereof, the Receiving Party shall compensate the Disclosing Party for:
- (1) All losses incurred by the Disclosing Party as a result of such violation;
 - (2) All reasonable and documented costs and expenses of the Disclosing Party incurred by the Disclosing Party and/or to be incurred thereby as a result of such violation;
 - (3) All income which the Disclosing Party has not received as a result of such violation, but which, taking into account reasonable expenses for receipt thereof in the ordinary course of business, the Disclosing Party would receive if this Agreement had not been violated.
- 7.3. The obligations of the Receiving Party provided for in Clause 7.2 hereof shall be fulfilled within 10 (Ten) Business Days after receipt of the corresponding demand of the Disclosing Party.
- 7.4. The compensations specified in Clause 7.2 hereof shall be transferred to the bank account of the Disclosing Party which details are specified in the demand of the Disclosing Party to be made in accordance with Clause 7.3 hereof.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. This Agreement shall be governed and construed in accordance with the applicable legislation of the Russian Federation.
- 8.2. All disputes and disagreements under, and arising out of, this Agreement, or any disputes connected herewith, including those relating to performance, breach, termination or invalidity hereof, shall be resolved by the court at the Disclosing Party's location. This rule shall apply irrespective of the court jurisdiction within which such dispute falls.
- 8.3. Should the pre-court dispute resolution procedure be required to initiate a proceeding at the request of either Party hereto in accordance with the procedural legislation of the Russian Federation, the period for claim examination shall be 7 (Seven) Business Days.

9. AGREEMENT VALIDITY

- 9.1. This Agreement shall be deemed entered into and come into effect as of the date of delivery to the Disclosing Party of
- (1) the Consent Form signed by the Receiving Party, and
 - (2) documents confirming the powers of the Authorized Representative of the Receiving Party (in the case if the Consent Form is signed by the Authorized Representative on behalf of the Receiving Party).
- 9.2. This Agreement shall be valid until complete fulfillment of its obligations hereunder by the Receiving Party, but in any case no less than 10 years after access to the Confidential Information has been granted to the Receiving Party (Clause 3.7 hereof).

10. NOTIFICATIONS AND OFFICIAL COMMUNICATIONS

- 10.1. Without prejudice to the terms and provisions of Paragraph (i) of Subclause (2) of Clause 4.1.1 hereof, Clauses 4.1.3 and 10.2 hereof, any notifications or other official communications in connection herewith shall be:
- (1) Executed in Russian in writing, signed by the sending Party or on behalf thereof, and they shall specify that they are addressed to the corresponding Party;
 - (2) Handed over personally or delivered to the corresponding Party by registered mail with a list of enclosures or by express courier service at the following addresses:
 - (i) To the Disclosing Party – at the address specified in Section 12 hereof;
 - (ii) To the Receiving Party – at the address specified in the Consent Form.
- 10.2. Any notification or other official communication sent in accordance with this Agreement via e-mail (e-mail message):
- (1) Shall be sent:
 - (i) To the Disclosing Party – to the e-mail address specified in Section 12 hereof;
 - (ii) To the Receiving Party – to the e-mail address specified in the Consent Form.
 - (2) Additionally in the form of an official written communication, subject to compliance with Clause 10.1 hereof;
 - (3) In each case, the subject line of an e-mail and official written communication shall contain “Magnit_NDA” and short wording of the subject.
- 10.3. Any notification shall be deemed duly delivered:
- (1) If sent via e-mail and provided that such e-mail is sent in compliance with Clause 10.1 hereof – on the date when the sender receives the confirmation message of delivery to the addressee automatically generated by the e-mail program (e.g. “Delivery Receipt” message generated by the Microsoft Outlook program) or sent manually by the addressee;
 - (2) In case of personal delivery – at the time when it is handed over;
 - (3) In case of delivery by registered mail with a list of enclosures or by express courier service – on the date when the corresponding mail items/ courier mail items are handed over;

except where there is a confirmation that the notification has been received earlier, and provided that (in case of handing over) the notification shall be deemed delivered at 09:00 am (in the country of delivery) on the next Business Day in case it is delivered or transferred after 06:00 pm (in the country of delivery) on a Business Day or on a non-Business Day. References to any time in this Clause shall be references to the local time of the addressee’s country.

11. FINAL PROVISIONS

- 11.1. Any amendments and additions hereto shall be effective only if they are made in writing and signed by the Parties.

- 11.2. This Agreement may be amended or terminated through the courts at the initiative of either Party due to substantially changed circumstances.
- 11.3. Invalidity of, or impossibility to perform, any provision hereof shall not affect the validity of, or possibility to perform, any other provisions hereof, as well as this Agreement in whole.
- 11.4. Upon expiration of the validity term hereof, or at the request of the Disclosing Party, as well as in case of invalidation hereof, the Receiving Party shall destroy or return all documents and (or) other tangible media containing the Confidential Information and received by the Receiving Party hereunder to the Disclosing Party.

The Receiving Party shall also ensure destruction or return of documents and (or) other tangible media containing the Confidential Information by the Permitted Recipients in case of occurrence of the circumstances specified in this Clause.

- 11.5. Failure by the Disclosing Party to exercise (or partial exercise thereby of) any rights vested therein in accordance with this Agreement or failure to apply (or partial application of) any remedies available thereto shall not be construed as refusal to exercise such rights or to apply such remedies and shall not prevent from further exercise of such rights or application of such remedies thereby. The rights and remedies specified herein shall not exclude the possibility to exercise other rights and to apply other remedies provided for by the legislation of the Russian Federation.

12. DISCLOSING PARTY'S DETAILS

Name: **Public Joint Stock Company "Magnit"**

TIN Taxpayer Identification Number)/OGRN (Primary State Registration Number): **2309085638 / 1032304945947**

Correspondence address: **15/5 Solnechnaya Street, Krasnodar, Krasnodar Region, Russia 350072**

E-mail: invest@magnit-info.ru

- 12.1. The Disclosing Party shall be entitled to change the address for delivery of notifications or other official communications by giving a preliminary notice to the Receiving Party by sending an e-mail to the Receiving Party to the e-mail address specified in the Shareholder's Demand and/or Consent Form.

APPENDIX 1. Form of Certificate of Access to Confidential Information of PJSC “Magnit”*(form begins)***CERTIFICATE
of Access to Confidential Information of PJSC “Magnit”**

Krasnodar _____, _____

1. In accordance with the terms and provisions of the Agreement for Non-Disclosure of Information Provided at Shareholder’s Request (hereinafter – the Agreement) entered into by and between the Disclosing Party (as specified below) and the Receiving Party (as specified below), and subject to the Consent Form as of the date in Section 3 below signed by the Receiving Party, the Disclosing Party has granted, and the Receiving Party has obtained, the access to the Confidential Information contained in the following documents of the Disclosing Party’s documents listed below.

If the Authorized Representatives referred to in Section 3 below who obtain access the Confidential Information and sign this Act on behalf of the Receiving Party have also entered into separate Agreements with the Disclosing Party, such Authorized Representatives shall be treated as Receiving Parties under the respective separate Agreements when signing this Act and all provisions of this Act shall apply equally to such Authorized Representatives as Receiving Parties under the respective Agreements.

No	Document name	Access to Confidential Information was granted by means of: <i>(tick as appropriate)</i>	Information is Inside Information <i>(specify “YES”/”NO”)</i>
		<input type="checkbox"/> Familiarization <input type="checkbox"/> Transfer of Copies	
		<input type="checkbox"/> Familiarization <input type="checkbox"/> Transfer of Copies	
		<input type="checkbox"/> Familiarization <input type="checkbox"/> Transfer of Copies	

2. If the Confidential Information contains the Inside Information, then, by signing this Certificate, the Receiving Party confirms that it has read APPENDIX 2 to the Agreement and understands that it will be included in the insider lists of PJSC “Magnit” in accordance with the legislation applicable to activities of PJSC “Magnit”.

3. Details of the Disclosing Party and the Receiving Party:

	Disclosing Party	Receiving Party <i>(The Shareholder who entered into the Agreement by signing the Consent Form, the date of which is indicated below)</i>	Authorized Representative of the Receiving Party <i>(such Authorized Representative is also considered to be the Receiving Party under a separate Agreement with the Disclosing Party, concluded by signing the Consent Form, the date of which is indicated below) [repeat this column if there are several such representatives]</i>
Date of the Consent Form	Not applicable		
Full legal name (for legal entities) / Full name (for individuals)	Public Joint Stock Company “Magnit”		
TIN/OGRN (for Russian legal entities)/ No. of registration in the country of incorporation (for foreign legal entities)	TIN: 2309085638 OGRN: 1032304945947		
Business address (for legal entities)/ Place of residence (for individuals)	15/5 Solnechnaya Street, Krasnodar, Krasnodar Region, Russia 350072		
E-mail address	invest@magnit-info.ru		
Details of the documents under which the Authorized Representative acts on behalf of the Receiving Party			
Signatures of the Parties:			
Date of signing			
Name of signatory			
Signatory’s position			
Signature			

(form ends)

APPENDIX 2. Information about Statutory Requirements that May Be Applied to Receiving Party due to Potential Receipt of Inside Information of PJSC “Magnit”

I. REQUIREMENTS OF LEGISLATION ON COUNTERING ILLEGAL USE OF INSIDE INFORMATION AND MARKET MANIPULATION

1. As securities of PJSC “Magnit” are admitted to trading on organized trading facilities in the territory of the Russian Federation, the requirements of the Federal Law No. 224-ФЗ dated July 27, 2010 On Countering Illegal Use of Inside Information and Market Manipulation and on Amendment of Certain Legislative Acts of the Russian Federation (hereinafter – the Federal Law) may apply to the Receiving Party (as defined in this Agreement to which this Information is attached).

A number of legislative acts have been enacted by the regulators (i.e. the Bank of Russia and its predecessor – the Federal Service for Financial Markets of Russia) in pursuance of the Federal Law, in particular:

- (a) Instruction of the Bank of Russia No. 5326-Y dated November 21, 2019 “On List of Inside Information of Persons Referred to in Clauses 1, 3, 4, 11 and 12 of Article 4 of Federal Law of July 27, 2010 No. 224-ФЗ “On Countering Illegal Use of Inside Information and Market Manipulation and on Amendment of Certain Legislative Acts of Russian Federation” as well as On the Procedure and Terms of Its Disclosure”;
- (b) Order of the Federal Service for Financial Markets of Russia No. 13-51/ПЗ-Н dated June 18, 2013 On Approval of Regulation on Procedure of Notification of Persons of Their Inclusion in and Exclusion from Insider List, Regulation on Procedure of Transfer of Insider Lists by Trade Organizers Through Which Transactions in Financial Instruments, Foreign Currency and (or) Goods Are Effected, Regulation on Procedure and Terms of Notifications by Insiders of Transactions Effected Thereby.

The information about the actual list of the applicable legislative acts is available on the official website of the Bank of Russia (<http://cbr.ru/>), including at <https://www.cbr.ru/inside/acts/>.

2. Besides, as PJSC “Magnit” is a public company which Global Depositary Receipts (GDRs) are traded on the London Stock Exchange, the following may apply to the Receiving Party:
 - (a) Requirements, prohibitions and restrictions provided for in the Regulation (EU) No 596/2014 of the European Parliament and of the Council On Market Abuse (Market Abuse Regulation) and Repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (hereinafter – the **MAR**)¹;
 - (b) Requirements, prohibitions and restrictions provided for by the corresponding legislation of the Great Britain.

II. INCLUSION IN INSIDER LIST AND OBLIGATIONS DUE TO OBTAINING ACCESS TO INSIDE INFORMATION

1. Due to entering into this Agreement and in case of obtaining access by the Receiving Party to the Inside Information of PJSC “Magnit”:
 - (a) The Receiving Party may be included in the insider list of PJSC “Magnit” that is compiled and maintained in accordance with the requirements of the Russian legislation (hereinafter – the **Insider List Under Russian Law**). After the Receiving Party has been included in the Insider List Under Russian Law, the corresponding notification is sent thereto in accordance with the established procedure. However, such notification may not be sent if the Receiving Party has already been previously included in the insider list of PJSC “Magnit” on other grounds (e.g. due to entering into a contract);
 - (b) The Receiving Party, if an individual, may be included in the insider list of PJSC “Magnit” that is compiled and maintained in accordance with the MAR and/or applicable legislation of the Great Britain (hereinafter – the **MAR Insider List**), and the corresponding notification thereof will be sent to the Receiving Party in accordance with the established procedure;
 - (c) Information about the Receiving Party and potential access thereof to the Inside Information of PJSC “Magnit” may be sent to the Bank of Russia, UK Financial Conduct Authority, stock exchanges and/or other authorized bodies and/or organizations of the Russian Federation, European Union and/or Great Britain at the request thereof or in compliance with the requirements set thereby.

¹ The original name of this legislative act is the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on Market Abuse (Market Abuse Regulation) and Repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC. The full MAR text is available on the Internet at <https://www.legislation.gov.uk/>.

2. The Receiving Party shall take into consideration the necessity to comply with the legislative requirements on countering illegal use of inside information and market manipulation of the Russian Federation, European Union and/or Great Britain applicable thereto, in particular:
 - (a) Maintain confidentiality of all Inside Information known thereto;
 - (b) Refrain from use of the Inside Information in transactions in financial instruments;
 - (c) Compile and maintain insider lists if so provided for by the corresponding legislation;
 - (d) Fulfill other obligations and requirements applicable to the Receiving Party and provided for by the corresponding legislation.

III.LIABILITY

1. As a punishment for violation of the legislative requirements on countering of illegal use of inside information and market manipulation, the legislation of the Russian Federation establishes **the administrative liability to large money penalties and disqualification for a period from one to two years, as well as the criminal liability to large money penalties, long-term disqualification, compulsory labour, and imprisonment.**
2. Besides, different types of liability for violation of the MAR requirements have been set by the member states of the European Union and Great Britain, including civil, administrative or criminal liability.

APPENDIX 3. Consent Form

(form begins)

Consent to Be Bound by Agreement for Non-Disclosure of Information Provided at Shareholder's Request

By signing this Consent, the undersigned persons hereby declare that they bind themselves to the Agreement for Non-Disclosure of Information Provided at Shareholder's Request (approved on July 23, 2021 by Dunning Jan Gezinus, the President and CEO of PJSC "Magnit") that is posted by PJSC "Magnit" on its official website at <https://www.magnit.com/ru/disclosure/procedure-of-information-provision/> (hereinafter – the **Agreement**), and confirm that they have read and understand all the terms and provisions hereof.

Details and contacts:

Data on the Receiving Party:	
Full legal name (for legal entities)/ Name, surname, patronymic (if any) (for individuals)	
TIN/OGRN (for Russian legal entities)/ No. of registration in the country of incorporation (for foreign legal entities)	
Particulars of identification document (document name; series (if any), number, date of issue, issuing authority) (for individuals)	
Business address (for legal entities)/ Place of residence (for individuals)	
Correspondence address	
E-mail and contact phone number (optionally)	
Information about the Authorized Representative (if this Consent is signed by the Authorized Representative on behalf of the Receiving Party):	
Full legal name (for legal entities)/ Name, surname, patronymic (if any) (for individuals)	
Position of the Authorized Representative (for individuals)	
TIN/OGRN (for Russian legal entities)/ No. of registration in the country of incorporation (for foreign legal entities)	
Particulars of identification document (document name; series (if any), number, date of issue, issuing authority) (for individuals)	
Business address (for legal entities)/ Place of residence (for individuals)	
Correspondence address	
E-mail and contact phone number (optionally)	

On behalf of the Receiving Party

Signatory's full name:

Signature: _____

Date of signature: _____

(form ends)

Instruction for Consent Form Filling Out and Forwarding

1. Download a Russian version of the Consent Form in the Word format on the website of PJSC "Magnit" at: <https://www.magnit.com/ru/disclosure/procedure-of-information-provision/> ;

2. Fill in the DETAILS AND CONTACTS section of the Consent Form, sign the hard copy of the Consent Form and send it to the correspondence address of the Disclosing Party specified in Section 12 of this Agreement, attached with original, and/or duly executed certified copies of, documents confirming powers of the Authorized Representative (in case of the Consent Form is signed by the Authorized Representative on behalf of the Receiving Party).

3. We recommend you to additionally send to the e-mail of the Disclosing Party specified in Section 12 of this Agreement the following:

(a) a scanned copy of the filled out and signed Consent Form in the PDF format;

(b) scanned copies of original, and/or duly executed certified copies of, documents confirming powers of the Authorized Representative of the Receiving Party.