

Notice: This is the translation of the Code in English prepared exclusively for informational purposes. The official version of the Code is supposed to be the one approved by the Board of Directors of PJSC “Magnit” in Russian. The Russian version of the Code can be found on <http://ir.magnit.com/ru/>.

Adopted by
decision of the PJSC “Magnit” Board of Directors as of
June 24, 2019 (minutes w/o dated June 25, 2019)

Code On Terms and Conditions of Transactions With Financial Instruments

Public Joint Stock Company “Magnit”

Krasnodar, 2019

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | |
|-----------|--|----|
| 1. | Contents | |
| 1. | Contents | 2 |
| 2. | General Provisions..... | 3 |
| 3. | Terms and Definitions | 3 |
| 4. | General Terms for Dealing with <i>Financial Instruments</i> | 5 |
| 5. | <i>Restricted Persons</i> | 5 |
| 6. | <i>PDMRs</i> and Their Obligations..... | 6 |
| 7. | <i>PDMRs' PCAs</i> and Their Obligations..... | 7 |
| 8. | <i>Insiders</i> and Their Obligations | 7 |
| 9. | <i>Insiders' PCAs</i> and Their Obligations | 8 |
| 10. | Terms for Conducting <i>Transactions with Magnit's Financial Instruments</i> | 9 |
| 11. | Sanctions For Violation of the Code..... | 13 |
| 12. | Annexes | 15 |
| 13. | Information On Editions of the Code; | 28 |

2. General Provisions

- 2.1. This Code establishes the rules for dealing with *Financial instruments*, including *Transactions With Magnit's Financial Instruments*.
- 2.2. All terms used herein *and written in italics* shall have the meaning specified in Section 3 of this Code.
- 2.3. The Code shall apply to all employees and officials of *Magnit* and *Magnit Group*, as well as to *Restricted Persons*.**
- 2.4. The need to develop and implement this Code stems from the amendments to the Federal law of 27.07.2010 N 224-FZ "On prevention of illegal use of inside information and market manipulation and on amendments to some legislative acts of the Russian Federation"" coming into force as from May 01, 2019, as well as the *Market Abuse Regulation*.
- 2.5. The aim of the Code is to protect employees and officials of the *Group*, *Insiders*, *Persons Closely Associated* and *Magnit* from any criticism, criminal proceedings, or regulatory enforcement actions as a result of dealings with *Financial Instruments* and, in particular, from any claims alleging that they have used *Inside Information* obtained during their employment for personal gain or for the benefit of *Magnit*.

The Code also establishes obligations for *Restricted Persons* and *Magnit* in accordance with *MAR*.

2.6. For any questions regarding the Code, please, contact the *Corporate Governance Department*.

3. Terms and Definitions

- 3.1. In this Code, the terms in *italics* are used in the following meanings:
- 3.1.1. ***FCA*** shall mean the UK Financial Conduct Authority.
- 3.1.2. ***MAR*** or ***Market Abuse Regulation*** shall mean 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.
- 3.1.3. ***MTF*** means a multilateral system as defined in point (22) of Article 4(1) of *Directive 2014/65/EU*.
- 3.1.4. ***OTF*** means a system or facility in the European Union as defined in point (23) of Article 4(1) of *Directive 2014/65/EU*.
- 3.1.5. ***JSC "Tander"*** or ***Joint Stock Company "Tander"*** is a subsidiary of *Magnit*.
- 3.1.6. ***Magnit Group*** or the ***Group*** shall mean legal entities (companies) the information about which is consolidated by *Magnit* in the Consolidated Financial Statements drawn up in accordance with the International Financial Reporting Standards (IFRS), including *Magnit* itself;
- 3.1.7. ***Corporate Governance Department*** shall mean the Corporate Governance Department of *Magnit*;

- 3.1.8. **Directive 2009/138/EC** means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II);
- 3.1.9. **Directive 2011/61/EU** means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010;
- 3.1.10. **Directive 2014/65/EU** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
- 3.1.11. **Closed Period** shall mean the period of 30 days before the publication of the *Financial Results* by *Magnit*.
- 3.1.12. **Investment Managers** shall mean brokers, trustees, agents, and other persons dealing with *Financial Instruments* on behalf or for the benefit of *PDMRs*, *Insiders*, *PDMRs' PCA* and/or *Insiders' PCAs*.
- 3.1.13. **Insider** – as defined in Clause 8.1 hereof.
- 3.1.14. **Inside Information**¹ shall mean precise information, which has not been made public (including information constituting commercial, official, bank secrecy, communication secrecy (in terms of information on postal money transfers) and other legally protected secret) , and which, if disclosed, could have a significant effect on the value of such financial instruments or related derivative financial instruments, foreign currency and (or) goods (including information directly or indirectly relating to one or more issuers of securities, one or more management companies of investment funds, mutual funds and non-state pension funds or one or more financial instruments, foreign currency and (or) goods).
- 3.1.15. **Restricted Persons** shall mean all *PDMRs*, all *PDMRs' PCAs*, any *Insiders* and any *Insiders' PCAs* (for more details on who is *Restricted Persons*, please refer to Sections 5-9 hereof).
- 3.1.16. **Magnit** shall mean Public Joint Stock Company "Magnit".
- 3.1.17. **PDMR** shall mean a person discharging managerial responsibilities. Refer to the definition given in Clause 6.1 hereof;
- 3.1.18. **PCA** shall mean a person closely associated with *PDMR* or *Insider*. Refer to the relevant definitions given in Clause 7.1 (in relation to *PDMR's PCA*) and Clauses 9.1 и 9.2 (in relation to *Insider's PCA*) hereof.
- 3.1.19. **Transactions With Magnit's Financial Instruments** – any transactions or dealings with *Magnit's Financial Instruments*.
- 3.1.20. **Insider List** shall mean the list of insiders to be drawn up and kept by *Magnit* pursuant to Russian law or the *MAR*;

¹ Inside information can be the information specified in the *Magnit's* List of inside information published on the *Magnit's* official website at the address: <http://ir.magnit.com/>, in regulations of Bank of Russia, as well as the information meeting the criteria specified in article 7 of *MAR*. In case of doubts whether the information is inside information, please, take advice from the *Corporate Governance Department*.

3.1.21. **Financial Instruments** shall mean:

- (1) financial instruments, currency and/or goods, admitted to organized trading on the territory of the Russian Federation and/or on regulated market as defined in the paragraph (21) of Article 4(1) of the *Directive 2014/65/EU*; and (or) in relation of which an application for admission to trading in said trading and/or regulated market has been submitted;
- (2) financial instruments traded on *MTF*, admitted to trading on *MTF* or in relation of which an application for admission to trading on *MTF* has been submitted;
- (3) financial instruments traded on *OTF*;
- (4) financial Instruments not covered by Sub-Clauses (1), (2) or (3) of this Clause 3.1.21, the price or value of which depends on or influences the price or value of the financial instruments specified in these Sub-Clauses, including but not limited to credit default swaps and CFDs contracts.

3.1.22. **Magnit's Financial Instruments** shall mean shares, global depositary receipts and debt instruments (including bonds) of *Magnit* admitted to organized trading on the territory of the Russian Federation and/or on a regulated market as defined in paragraph (21) of Article 4(1) of the *Directive 2014/65/EU*; and (or) in relation of which an application for admission to trading in said trading and/or regulated market has been submitted, as well as derivatives and other *Financial Instruments* related to shares, global depositary receipts or debt instruments of *Magnit*.

3.1.23. **Financial Results** shall mean periodic financial statements of *Magnit* prepared in accordance with the International Financial Reporting Standards (IFRS) and Russian Accounting Standards (RAS), as well as interim financial results of *Magnit* prepared in accordance with management account data under IFRS.

4. General Terms for Dealing with *Financial Instruments*

4.1. Employees and Officials of *Magnit Group*, as well as *Restricted Persons*, shall assume that **they are prohibited, both in personal interests and in the interests of third parties (including in the interests of *Magnit Group*):**

- (1) to conduct any transactions with *Financial Instruments* (including *Transactions With Magnit Financial Instruments*) using *Inside Information* relating to the corresponding *Financial instrument*;
- (2) to cancel or to modify an instruction to perform a transaction with a *Financial Instrument* (including a *Transaction With Magnit's Financial Instruments*), if such instruction was submitted to the *Investment Manager* or to the trading platform before the *Insider* had access to *Inside Information* related to the corresponding *Financial instrument*;
- (3) to perform actions related to market manipulation in accordance with the legislation of the Russian Federation and/or *MAR*.

5. Restricted Persons

5.1. *Restricted Persons* include:

- (1) *PDMRs* (see the definition and obligations in Section 6 hereof);
- (2) *PDMRs' PCAs* (see the definition and obligations in Section 7 hereof);
- (3) *Insiders* (see the definition and obligations in Section 8 hereof); and
- (4) *Insiders' PCAs* (see the definition and obligations in Section 9 hereof).

5.2. If *Magnit* recognizes any employee or official of the *Group* as a *PDMR* or includes him/her on the *Insider List* (i.e. recognizes him/her as an *Insider*), such person will be notified accordingly.

Should there be no notification, however, any employee or officer of the *Group* is required to consider whether they possess *Inside Information* and, therefore, they are *Restricted Persons*.

6. *PDMRs* and Their Obligations

6.1. *Magnit's PDMRs* are:

- (1) *Magnit's* Board of Directors members;
- (2) *Magnit's* Management Board members;
- (3) persons performing the functions of *Magnit's* sole executive body; and
- (4) *Magnit's* Revision Commission members.

6.2. *Magnit* has the right to identify additional *PDMRs* at its discretion and at any time on the grounds specified in *MAR*, UK law and/or Russian law (if applicable).

6.3. All *PDMRs* shall:

- (1) assume and adhere to the rules provided for in Section 4 hereof;
- (2) assume and adhere to the rules provided for in Section 8 hereof, since they can be *Insiders* as well;
- (3) refrain from *Transactions With Magnit's Financial Instruments* during *Closed Periods*;
- (4) provide *Magnit* and *FCA* with information about all *Transactions With Magnit's Financial Instruments*. For details on the procedure for provision of information to *Magnit* and the *FCA*, refer to Clause 10.1 hereof;
- (5) notify their *PCAs* of their obligations under the *MAR* and the Code, as well as of the sanctions for violation thereof.

PDMRs must notify their *PCAs* as soon as possible after acquiring the *PDMR* status, and they must retain a copy of such notification in their records.

For notification of *PCAs* in accordance with this Sub-Clause the form provided in Annex 12.4 hereof can be used;

- (6) provide *Magnit* (the *Corporate Governance Department*) with information about their *PCAs* as soon as possible upon:
 - (i) receipt of the *Magnit's* notification of recognition as its *PDMR* (if such information was not previously provided, for example, when submitting the information necessary for election to the corresponding body of *Magnit*; or

- (ii) amending the information about their *PCAs* previously provided to *Magnit*, including the case when a person ceases to be their *PCA* or *PDMR* has a new *PCA*.

6.4. *PDMRs* are also recommended to notify their *Investment Managers* of their status and applicable restrictions. The form provided in Annex 12.5 hereto may be used for this purpose.

6.5. Prior to any *Transaction With Magnit's Financial Instruments* *PDMRs* are strongly recommended to contact the *Corporate Governance Department* to take an advice on the possibility to execute such transaction and actions to be taken in connection therewith.

7. *PDMRs' PCAs* and Their Obligations

7.1. *PDMRs' PCAs* are:

- (1) the spouse of *PDMR* or partner of *PDMR* considered to be equivalent to a spouse as defined under the applicable national law;
- (2) dependent children of the *PDMR* as defined under the applicable national law;
- (3) relatives who have shared the same household with the *PDMR* for at least one year as of the date of the *Transaction with Magnit's Financial Instruments*; or
- (4) legal entity, trust, or partnership:
 - (i) the managerial responsibilities of which are discharged by the *PDMR* or by a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 7.1; or
 - (ii) which are controlled, directly or indirectly, by the *PDMR* or by a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 7.1; or
 - (iii) which were established for the benefit of the *PDMR* or a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 7.1; or
 - (iv) the economic interests of which are substantially equivalent to those of the *PDMR* or a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 7.1.

7.2. *PDMRs' PCAs* shall:

- (1) assume and adhere to the rules provided for in Section 4 hereof;
- (2) assume and adhere to the rules provided for in Section 8 hereof, since they may be *Insiders* as well;
- (3) provide *Magnit* and *FCA* with information about all *Transactions With Magnit's Financial Instruments*. For details on the procedure for provision of information to *Magnit* and the *FCA*, refer to Clause 10.1 hereof.

7.3. Prior to any *Transaction With Magnit's Financial Instruments* *PCAs* are strongly recommended to contact the *Corporate Governance Department* to take an advice on the possibility to execute such transaction and actions to be taken in connection therewith.

8. *Insiders* and Their Obligations

8.1. *Insiders* are persons having access to *Inside Information* and employed by *Magnit Group* under an employment contract or otherwise, as well as persons performing tasks for *Magnit Group* on any other grounds that give such persons access to *Inside Information*.

8.2. Employees and officials of *Magnit Group*, as well as other persons having access to *Inside Information* in connection with the performance of tasks for *Magnit Group*, are required to consider that they may be *Insiders* even if they have not received a notification of inclusion on the *Insider List*, but having access to *Inside Information*.

8.3. *Insiders* shall:

- (1) assume and adhere to the rules provided for in Section 4 hereof;
provide *Magnit* with information about all *Transactions With Magnit's Financial Instruments*, pursuant to the procedure and within time limits established by the Bank of Russia.

9. *Insiders' PCAs and Their Obligations*

9.1. For *Insiders* who are natural persons, *Insiders' PCAs* are:

- (1) the spouse of the *Insider* or the partner of the *Insider* considered to be equivalent to a spouse as defined under the applicable national law;
- (2) dependent children of the *Insider* as defined under the applicable national law;
- (3) relatives who have shared the same household with the *Insider* for at least one year as of the date of the *Transaction with Magnit's Financial Instruments*
- (4) legal entity, trust, or partnership:
 - (i) the managerial responsibilities of which are discharged by the *Insider* or by a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 9.1; or
the managerial responsibilities of which are discharged by the *Insider* or by a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 9.1; or
 - (ii) which are controlled, directly or indirectly, by the *Insider* or by a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 9.1; or
 - (iii) which were established for the benefit of the *Insider* or a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 9.1; or
 - (iv) the economic interests of which are substantially equivalent to those of the *Insider* or a person referred to in Sub-Clauses (1), (2) и (3) of this Clause 9.1.

9.2. For *Insiders* who are legal entities, *Insiders' PCAs* are any persons included on insider lists to be compiled and maintained by such *Insiders* in accordance with the requirements of applicable law.

9.3. *Insiders' PCAs* should assume that the information they receive from *Insiders* may be *Inside Information*.

9.4. *Insiders' PCAs* shall:

- (1) assume and adhere to the rules provided for in Section 4 hereof;
- (2) assume and adhere to the rules provided for in Section 8 hereof, since they may be *Insiders* as well;

10. Terms for Conducting *Transactions with Magnit's Financial Instruments*

10.1. PDMRs' and PDMRs' PCAs' obligation to notify of *Transactions with Magnit's Financial Instruments*

10.1.1. PDMRs and their PCAs shall, subject to Clauses 10.1.2 и 10.1.3, notify *Magnit* and the FCA of any *Transaction with Magnit's Financial Instruments* conducted on their own account.

Non-exhaustive list of *Transactions with Magnit's Financial Instruments* to be reported to *Magnit* and FCA is provided in the Annex 12.1 hereto.

10.1.2. The requirement to notify *Magnit* and FCA of *Transactions with Magnit's Financial Instruments* conducted by PDMRs' PCAs shall apply when the total value of such transactions in a calendar year exceeds €5,000.

This threshold shall be calculated by summing up of values of all *Transactions with Magnit's Financial Instruments* conducted by the PCA without deduction of amounts of claims and liabilities thereon.²].

The requirement to notify *Magnit* and the FCA shall apply to both, a *Transaction with Magnit's Financial Instruments* as a result of which the specified threshold value of €5,000 is reached or exceeded, and to all subsequent *Transactions with Magnit's Financial Instruments*.

10.1.3. PDMRs shall assume that their obligation specified in Clause 10.1.1 applies at all times and does not depend on the value of respective transaction.

10.1.4. Notification of *Transactions With Financial Instruments of Magnit* shall be submitted as follows:

(1) Notification for *Magnit* shall be provided as prescribed in Annex 12.2, and shall be submitted to the *Corporate Governance Department* to the following e-mail address MAR@magnit.ru **as soon as possible, but not later than two business days** from the date of *Transaction with Magnit's Financial Instruments*;

(2) Notification for the FCA shall be submitted **as soon as possible but not later than three business days** from the date of *Transaction with Magnit's Financial Instruments* by filling in the special form posted on the official website of the FCA at the following link:

https://marketoversight.fca.org.uk/electronicsubmissionssystem/MaPo_PDMMR_Introduction;

(3) *Magnit* may send notification to the FCA on behalf of PDMR or PDMR's PCA provided that the corresponding request and all information required to prepare such notification is received in advance by the *Corporate Governance Department*.

10.1.5. In order to prevent violation of the MAR and the Code and to have the opportunity to timely notify *Magnit* and the FCA, PDMRs and their PCAs shall ensure that their

² In other words, it does not matter what kind of dealings has been conducted, be it purchase, sale, pledge, or any other dealing. For example, if the purchase of securities for the amount of €3,000 took place first, then a sale for the amount of €4,000, and then securities for €1,000 were pledged, the said threshold value shall be calculated as follows: purchase amount + sales amount + pledge amount = €8,000.

Investment Managers timely notify them of all *Transactions with Magnit's Financial Instruments* conducted on their behalf and/or for their benefit. For these purposes, the form given in Annex 12.5 hereto may be used.

10.1.6. In case of doubts whether any *Transaction with Magnit's Financial Instruments* is allowed and whether it shall be reported, please contact the *Corporate Governance Department* for advice.

10.2. Conducting *Transactions with Magnit's Financial Instruments* during *Closed Periods*

10.2.1. *PDMRs* are prohibited to conduct any *Transactions with Magnit's Financial Instruments*, directly or indirectly, at their own expense or at the expense of a third party, during *Closed Periods*.

In exceptional cases and with the permission of *Magnit*, *PDMRs* are allowed to conduct a *Transaction with Magnit's Financial Instruments* during a *Closed Period* (please refer to Clause 10.3 hereof).

10.2.2. *Insiders* are not allowed to conduct *Transactions with Magnit's Financial Instruments* at any time regardless of whether a *Closed Period* is valid or not.

10.2.3. The *Corporate Governance Department* will notify *PDMRs* of a *Closed Period* prior to its commencement..

However, if *PDMR* doubts whether a *Closed Period* has commenced he/she can take advice from *Corporate Governance Department*.

10.3. Permission for *Transactions with Magnit's Financial Instruments* during *Closed Periods*

10.3.1. *Magnit* may permit a *PDMR* to conduct a *Transaction with Magnit's Financial Instruments* during a *Closed Period*, provided that the following conditions are met:

- (1) at least one the circumstances specified in Clause 10.3.3 hereof occurs; and
- (2) the *PDMR* can give reasons for such *Transaction with Magnit's Financial Instruments* cannot be conducted other than during the *Closed Period*.

10.3.2. *Magnit* is entitled, but not obliged, to give permission for *Transactions with Magnit's Financial Instruments*. Herewith an *Insider* is unlikely to be permitted to conduct any such transaction.

10.3.3. Circumstances under which *Magnit* may give permission for *Transactions with Magnit's Financial Instruments* during a *Closed Period*, include, but are not limited to the following:

- (1) **Exceptional circumstances:** such exceptional circumstances shall be unforeseeable, being compelled, occurring against the *PDMR's* will and for reasons beyond the *PDMR's* control, and require immediate disposal of *Financial Instruments* in order to obtain necessary financial resources.

Exceptional circumstances may occur as a result of financial commitment to be fulfilled by the *PDMR*, such as legally enforceable demand (e.g. under a court order), provided that the *PDMR* can fulfil this commitment only by selling the relevant *Magnit's Financial Instruments*;

- (2) **Stock grants and awards for employees under a previously approved employee scheme:** *Magnit* may award or grant *Magnit's Financial Instruments* and all types of rights to such instruments to *PDMRs* during a *Closed Period*, provided that the following conditions are met:
- (i) such stock grants and awards are made under an employee scheme which terms and conditions have been previously approved by *Magnit* in accordance with the legislation of the Russian Federation;
 - (ii) the employee scheme specifies the timeframes for stock awards and grants, as well as the amount of *Magnit's Financial Instruments* awarded or granted in such manner or the basis on which such an amount is calculated and given that no discretion can be exercised; and
 - (iii) The *PDMR* does not have any discretion as to the acceptance of the *Magnit's Financial Instruments* awarded or granted.
- (3) **Stock grants and awards for employees under an employee scheme approved during a Closed Period:** *Magnit* can also award or grant *Magnit's Financial Instruments* and all types of rights to them to *PDMRs* during a *Closed Period* under an employee scheme that takes place during a *Closed Period*, provided that the following conditions are met:
- (i) a pre-planned and organized approach has been employed when determining the conditions, the periodicity, the time of the award, the group of entitled persons to whom the *Magnit's Financial Instruments* are granted and the amount of *Magnit's Financial Instruments* to be awarded;
 - (ii) the award or grant of *Magnit's Financial Instruments* is performed within a defined framework under which any inside information cannot influence the award or grant of *Magnit's Financial Instruments*.
- (4) **Exercise of options, warrants, or conversion of convertible debt securities under an employee scheme:** a *PDMR* can be given permission for exercise of options or warrants, or for conversion of convertible debt securities that have been granted to him/her under an employee scheme in cases where the expiration date for such option, warrant, or conversion date for such convertible debt security, as well as sale of shares acquired pursuant to such exercise or conversion, falls on a *Closed Period*, provided that the following conditions are met:
- (i) the *PDMR* has notified *Magnit* of its decision to exercise an option or warrant or to convert convertible debt securities at least four months prior to the expiration date of such exercise or conversion;
 - (ii) the aforementioned decision of the *PDMR* shall be irrevocable; and
 - (iii) the *PDMR* has received *Magnit's* permission prior to the respective exercise or conversion.
- (5) **Savings schemes:** a *PDMR* may enter into a scheme under which *Magnit's Financial Instruments* are acquired pursuant to a permanent order or by direct debiting or scheduled deduction from the *PDMR's* salary, or if such *Magnit's Financial Instruments* are acquired pursuant to a permanent decision on reinvestment of dividends or other

received distributions, or if they are acquired as part of the *PDMR's* remuneration, notwithstanding as set herein, provided that the following conditions are met:

- (i) The *PDMR* has entered into the scheme before the *Closed Period*, except when he/she cannot enter into the scheme at another time due to the employment commencement date;
 - (ii) the *PDMR* does not alter the conditions of his/her participation in the scheme or refuse from participation in the scheme during the *Closed Period*; and
 - (iii) transactions related to acquisition of *Magnit's* Financial Instruments are organized within the scheme terms and the *PDMR* is not entitled to alter them during the *Closed Period*, or, being scheduled under the scheme, to be performed on fixed dates which fall within the *Closed Period*;
- (6) **No changes in beneficiary ownership/Beneficiary ownership remains the same:** *Magnit* may give permission to a *PDMR* for direct or indirect transfer or receipt of *Magnit's* Financial Instruments, provided that *Magnit's* Financial Instruments are transferred between two accounts of the *PDMR*, and that such transfer does not result in changes in the price of the *Magnit's* Financial Instruments;
- (7) **Qualification or entitlement of *Magnit's* shares³:** *Magnit* can give permission to a *PDMR* for acquisition of shares if the *PDMR* has obtained the qualification or entitlement of *Magnit's* shares, and, according to the Charter, internal documents of *Magnit*, or the law, the deadline for acquisition of shares falls on a *Closed Period*, provided that the following conditions are met:
- (i) the *PDMR* provides *Magnit* with evidences of the reasons for which the acquisition has not taken place at another time; and
 - (ii) *Magnit* shall be satisfied with the provided explanation.

10.3.4. Procedure for giving permission for a *Transaction with Magnit's* Financial Instruments during a *Closed Period*:

- (1) Prior to any *Transaction with Magnit's* Financial Instruments to be conducted during a *Closed Period*, the *PDMR* shall send to *Magnit* a reasoned written request for permission to conduct the *Transaction with Magnit's* Financial Instruments during the *Closed Period*.

Prior to any *Transaction with Magnit's* Financial Instruments to be conducted during a *Closed Period*, the *PDMR* shall send to *Magnit* a reasoned written request for permission to conduct the *Transaction with Magnit's* Financial Instruments during the *Closed Period*.

Such request shall be drawn up in accordance with the form provided in Annex 12.3 hereto, and shall be submitted to the *Corporate Governance Department*.

³"Qualification" for the purposes of this Sub-Clause shall refer to situations where a *PDMR*, in connection with the appointment or election to a position within *Magnit* or a *Magnit Group*, and pursuant to the applicable law and the internal documents of the *Group*, is entitled or obliged to acquire a certain number of *Magnit's* shares within a certain period of time.

In order to accelerate the process, such request can be sent via e-mail to MAR@magnit.ru, with mandatory submission of the original.

- (2) A request for permission to conduct a *Transaction with Magnit's Financial Instruments* shall be considered by a member of the *Magnit's* Management Board who holds one of the following positions:
 - (i) person performing the functions of *Magnit's* sole executive body; or
 - (ii) Chief Financial Officer of *Magnit*; or
 - (iii) Director for Legal Affairs and Corporate Governance of *Magnit* and/or *JSC "Tander"*.
- (3) Under ordinary circumstances, a reply to the request for permission to conduct a *Transaction with Magnit's Financial Instruments* shall be given within five business days after the request receipt date. **Conducting a *Transaction with Magnit's Financial Instruments* is not allowed until written permission is received.**

Magnit shall keep records of replies to requests for permission and issued permissions. A copy of the reply and permission (if any) shall be sent to the person who requested for such permission.
- (4) The person who has requested for a permission for a *Transaction with Magnit's Financial Instruments* and has received such permission **shall conduct such transaction as soon as possible, but in any case within two business days upon the permission is given.**
- (5) The *PDMR* who has conducted a *Transaction with Magnit's Financial Instruments* based on the given/issued permission shall notify *Magnit* and the *FCA* thereof pursuant to the procedure specified in Clause 10.1 hereof.

11. Sanctions For Violation of the Code.

- 11.1. All employees and officials of *Magnit Group*, *PDMRs*, *Insiders* and their *PCAs* shall comply with the Code when conducting transactions with *Financial Instruments* (including *Transactions with Magnit's Financial Instruments*).
- 11.2. Employees and officials of *Magnit Group* who failed to comply with the Code may be subject to disciplinary action.
- 11.3. Failure to comply with the Code may also result in *Magnit's* refusal to give permission for all or some *Transactions with Magnit's Financial Instruments* in future.
- 11.4. The legislation of the Russian Federation provides for the following liabilities for violation of legislation on prevention of illegal use of *Inside Information* and market manipulation: **administrative liability as substantial fines or disqualification for the term from one to two years, as well as criminal liability as substantial fines, long-time disqualification, compulsory labour or deprivation of liberty.**
- 11.5. The legislation of United Kingdom provides for **unlimited penalties, public censure, as well as issuance of orders and imposition of prohibitions for any dealings on the securities markets** for violation *MAR* requirements. The London Stock Exchange may impose similar sanctions for violation of *MAR* requirements.

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

Furthermore, UK law provides for criminal liability in the form of imprisonment for up to 7 years and unlimited penalties for insider trading and market manipulation.

12. Annexes

12.1. Non-exhaustive list of *Transactions with Magnit's Financial Instruments* to be reported to the FCA and Magnit

12.1.1. The following list of *Transactions with Magnit's Financial Instruments* is not exhaustive.

12.1.2. *Transactions with Financial Instruments of Magnit* to be reported to the FCA and Magnit under Clause 10.1 hereof, shall include, but are not limited to:

- (1) acquisition, disposal, short sale, subscription or exchange
- (2) acceptance or exercise of a stock option, including of a stock option granted to managers or employees as part of their remuneration, and the disposal of shares stemming from the exercise of a stock option;
- (3) entering into or exercise of equity swaps;
- (4) transactions in or related to derivatives, including cash-settled transaction;
- (5) entering into a contract for difference on a financial instrument;
- (6) acquisition, disposal or exercise of rights, including put and call options, and warrants;
- (7) subscription to a capital increase (e.g. issuance of additional shares) or debt instrument issuance;
- (8) transactions in derivatives and financial instruments linked to a debt instrument, including credit default swaps;
- (9) conditional transactions upon the occurrence of the conditions and actual execution of the transactions;
- (10) automatic or non-automatic conversion of a financial instrument into another financial instrument, including the exchange of convertible bonds to shares;
- (11) gifts and donations made or received, and inheritance received;
- (12) transactions executed in index-related products, baskets and derivatives, insofar as required by Clause 10.1 and Article 19 of MAR;
- (13) transactions executed in shares or units of investment funds, including alternative investment funds (hereinafter this Annex – "AIF") referred to in Article 1 of *Directive 2011/61/EU*, insofar as required by Clause 10.1 and Article 19 of MAR;
- (14) transactions executed by manager of an AIF in which the PDMR or such PDMR's PCA has invested, insofar as such notification is required by Clause 10.1 and Article 19 of MAR;
- (15) transactions executed by a third party within an individual block of securities or asset management instruction on behalf or for the benefit of a PDMR or such PDMR's PCA;
- (16) borrowing or lending of shares or debt instruments of the issuer or derivatives or other financial instruments linked thereto;

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

- (17) pledging or lending of financial instruments. However a pledge (or a similar security interest) of financial instruments in connection with the depositing of the financial instruments in a custody account does not need to be notified pursuant to Clause 10.1 of this Code, unless and until such pledge or other security interest is designated to secure a specific credit facility;
- (18) transactions executed by persons professionally arranging or performing transactions or by another person on behalf of a *PDMR* or such *PDMR's PCA* , including where discretion of such persons is permitted;
- (19) transactions made under a life insurance certificate as defined in accordance with *Directive 2009/138/EC*, where:
 - (i) the insurance certificate holder is a *PDMR* or such *PDMR's PCA*,
 - (ii) the insurance certificate holder bears the investment risk, and
 - (iii) the insurance certificate holder is entitled or has a discretion to make investment decisions regarding specific instruments in that life insurance certificate or to execute transactions regarding specific instruments for that life insurance certificate.

12.2. Form for notification of transactions conducted by PDMR or PDMR's PCA;

Уведомление о сделках, совершенных лицами, осуществляющими руководящие функции, и тесно связанными с ними лицами
Notification and public disclosure of transactions by persons discharging managerial responsibilities and persons closely associated with them

| | | |
|----------|---|--|
| 1 | Сведения о лице, осуществляющем руководящие функции / тесно связанном лице Details of the person discharging managerial responsibilities/person closely associated | |
| a) | Имя / наименование Name | <p>Примечание: Для физических лиц : ФИО полностью. Для юридических лиц : полное фирменное наименование, с указанием на организационно-правовую форму, указанную в реестре, в котором содержатся сведения о регистрации юридического лица (если применимо).</p> <p>Note: For natural persons: the first name and the last name(s). For legal persons: full name including legal form as provided for in the register where it is incorporated, if applicable.</p> |
| 2 | Основание для направления уведомления Reason for the notification | |
| a) | Должность / статус Position/status | <p>Примечание: Для лиц, осуществляющих руководящие функции: указывается должность, занимаемая в эмитенте, например, генеральный директор, финансовый директор. Для тесно связанных лиц: – указывается, что уведомление направлено в отношении лица, тесно связанного с лицом, осуществляющим руководящие функции; – Ф.И.О. и должность соответствующего лица, осуществляющего руководящие функции.</p> <p>Note: For persons discharging managerial responsibilities: the position occupied within the issuer should be indicated, e.g. CEO, CFO. For persons closely associated, – An indication that the notification concerns a person closely associated with a person discharging managerial responsibilities; – Name and position of the relevant person discharging managerial responsibilities.</p> |
| b) | Первичное уведомление / изменение Initial notification/ Amendment | <p>Примечание: Указание на то, является ли уведомление первичным или изменяющим ранее направленные уведомления. В случае направления изменений указываются ошибки, устраняемые изменениями.</p> <p>Note: Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.</p> |
| 3 | Сведения об эмитенте Details of the issuer | |
| a) | Наименование Name | <p>Указывается полное фирменное наименование эмитента Full name of the entity.</p> |
| b) | Код LEI LEI | <p>Примечание: Указывается Международный код идентификации юридического лица (код LEI) в</p> |

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | | | | | | | |
|-----------------|---|--|-------------|--------------|-----------------|------------------|--|--|
| | | соответствии с ISO 17442 LEI code (если такой код присвоен эмитенту). Note: Legal Entity Identifier code in accordance with ISO 17442 LEI code. | | | | | | |
| 4 | <p>Сведения о сделке (сделках): данный раздел повторяется в отношении (1) каждого типа финансового инструмента, с которым совершались сделки; (2) каждого типа сделки; (3) каждой даты совершения сделки; и (4) каждого места совершения сделки.</p> <p>Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted</p> | | | | | | | |
| a) | <p>Описание финансового инструмента, типа инструмента Идентификационный код</p> <p><i>Description of the financial instrument, type of instrument Identification code</i></p> | <p>Примечание:</p> <p>1. Указывается тип финансового инструмента:</p> <ul style="list-style-type: none"> - акция; - долговой инструмент; - производный инструмент; - или финансовый инструмент, связанный с акциями или долговыми инструментами. <p>2. Указывается идентификационный код инструмента (ISIN) в соответствии с Делегированным регламентом Европейской комиссии, дополняющим Регламент (ЕС) №600/2014 Европейского парламента и Совета в отношении регламентирующих технических стандартов предоставления отчетов о сделках в компетентные органы и принятым в рамках Статьи 26 Регламента (ЕС) №600/2014.</p> <p>Note:</p> <p>1. Indication as to the nature of the instrument: — a share, a debt instrument, a derivative or a financial instrument linked to a share or a debt instrument;</p> <p>2. Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.</p> | | | | | | |
| b) | <p>Тип сделки</p> <p><i>Nature of the transaction</i></p> | <p>Примечание:</p> <p>Приводится описание типа сделки с указанием (если применимо) типа сделки, определенного в статье 10 Делегированного регламента Европейской комиссии 2016/522(1), или конкретного типа сделки, указанного в пункте 7 статьи 19 Регламента ЕС № 596/2014. Если сделка связана с исполнением опционной программы, необходимо отдельно это отметить.</p> <p>Note:</p> <p>Description of the transaction type using, where applicable, the type of transaction identified in Article 10 of the Commission Delegated Regulation (EU) 2016/522 adopted under Article 19(14) of Regulation (EU) No 596/2014 or a specific example set out in Article 19(7) of Regulation (EU) No 596/2014. Pursuant to Article 19(6)(e) of Regulation (EU) No 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option programme.</p> | | | | | | |
| c) | <p>Информация о цене и объеме сделки</p> <p><i>Price(s) and volume(s)</i></p> | <table border="1" style="width: 100%; text-align: center;"> <tr> <td>Цена сделки</td> <td>Объем сделки</td> </tr> <tr> <td><i>Price(s)</i></td> <td><i>Volume(s)</i></td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <p>Примечание:</p> <p>В случае если в один и тот же день в одном и том же месте было совершено более одной сделки одинакового типа (покупки, продажи, выдачи или получения займов ценными бумагами и т.д.) с одним и тем же финансовым инструментом, то цены и объемы таких сделок указываются в соответствующих колонках приведенной выше таблицы. Количество строк в таблице не ограничено.</p> <p>Цены и количественные показатели (в т.ч., если применимо, наименование валюты и количество валютных единиц) указываются в соответствии с требованиями, установленными Делегированным регламентом Европейской комиссии, дополняющим Регламент (ЕС) №600/2014 Европейского парламента и Совета в отношении регламентирующих технических стандартов предоставления отчетов о сделках в компетентные органы и принятом в рамках Статьи 26 Регламента (ЕС) №600/2014..</p> <p>Note:</p> <p>Where more than one transaction of the same nature (purchases, sales, lendings, borrows, ...) on the same financial instrument, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed. Using the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.</p> | Цена сделки | Объем сделки | <i>Price(s)</i> | <i>Volume(s)</i> | | |
| Цена сделки | Объем сделки | | | | | | | |
| <i>Price(s)</i> | <i>Volume(s)</i> | | | | | | | |
| | | | | | | | | |

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | |
|----|--|---|
| d) | <p>Обобщенная информация о сделках: — общий объем операций; — цена.</p> <p><i>Aggregated information</i> — <i>Aggregated volume</i> — <i>Price</i></p> | <p>Примечание: Объемы нескольких сделок обобщаются, если в отношении таких сделок одновременно соблюдаются следующие условия: - сделки совершены в отношении одного и того же финансового инструмента; - сделки одинаковы по своему типу; - сделки исполнены в один и тот же день; - сделки исполнены в одном и том же месте. При указании количественных показателей необходимо использовать требования к формату количественных показателей, включая, где применимо, количество валютных единиц, как определено в Делегированном регламенте Европейской комиссии, дополняющим Регламент (ЕС) №600/2014 Европейского парламента и Совета в отношении регламентирующих технических стандартов предоставления отчетов о сделках в компетентные органы и принятом в рамках Статьи 26 Регламента (ЕС) №600/2014. Информация о цене указывается следующим образом: - в случае совершения одной сделки указывается цена такой одной сделки; - в случае если обобщается объем нескольких операций, то указывается средневзвешенная цена всех обобщаемых сделок. При указании цены необходимо использовать требования к формату валюты, включая, где применимо, валюту цены, как определено в Делегированном регламенте Европейской комиссии, дополняющим Регламент (ЕС) №600/2014 Европейского парламента и Совета в отношении регламентирующих технических стандартов предоставления отчетов о сделках в компетентные органы и принятом в рамках Статьи 26 Регламента (ЕС) №600/2014.</p> <p>Note: The volumes of multiple transactions are aggregated when these transactions: — relate to the same financial instrument; — are of the same nature; — are executed on the same day; and — are executed on the same place of transaction. Using the data standard for quantity, including where applicable the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014. Price information: — In case of a single transaction, the price of the single transaction; — In case the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions. Using the data standard for price, including where applicable the price currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.</p> |
| e) | <p>Дата исполнения сделки</p> <p><i>Date of the transaction</i></p> | <p>Примечание: Указывается дата совершения сделки (-ок), в отношении которой (-ых) направляется уведомление. Дата указывается в соответствии с ISO 8601 в формате ГТТГ-ММ-ДД; время UTC.</p> <p>Note: Date of the particular day of execution of the notified transaction. Using the ISO 8601 date format: YYYY-MM-DD; UTC time.</p> |
| f) | <p>Место совершения сделки</p> | |

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | |
|--|--|--|
| | <p><i>Place of the transaction</i></p> | <p>Примечание: Указывается наименование и код торговой площадки, систематического интерналайзера* или организованной торговой площадки за пределами Евросоюза, отвечающих требованиям Европейской директивы "О рынках финансовых инструментов" (MiFID), и на которых была исполнена сделка Данная информация указывается в соответствии с Делегированным регламентом Европейской комиссии, дополняющим Регламент (ЕС) №600/2014 Европейского парламента и Совета в отношении регламентирующих технических стандартов предоставления отчета о сделках в компетентные органы и принятом в рамках Статьи 26 Регламента (ЕС) №600/2014. В случае если сделка не исполнялась ни в одном из перечисленных выше мест, пожалуйста, укажите «сделка совершена вне торговой площадки».</p> <p>---</p> <p>* «Систематический интерналайзер» - инвестиционная компания, которая на организованной и регулярной основе действует за свой счет путем исполнения распоряжений клиента за пределами регулируемого рынка или Многосторонней торговой площадки (см. подпункт 7 пункта 1 статьи 4 Директивы 2004/39/ЕС Европейского парламента и Совета).</p> <p>Note: Name and code to identify the MiFID trading venue, the systematic internaliser or the organised trading platform outside of the Union where the transaction was executed as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014, or if the transaction was not executed on any of the above mentioned venues, please mention 'outside a trading venue'.</p> <p>---</p> <p>* "Systematic internaliser" means an investment firm which, on an organised, frequent and systematic basis, deals on own account by executing client orders outside a regulated market or an MTF.</p> |
|--|--|--|

12.3. Form of request for permission for *Transaction with Magnit's Financial Instruments* during the *Closed Period*

ЗАПРОС О ВЫДАЧЕ РАЗРЕШЕНИЯ НА ОСУЩЕСТВЛЕНИЕ СДЕЛКИ (в отношении сделок с финансовыми инструментами ПАО «Магнит»)

REQUEST FOR PERMISSION FOR THE TRANSACTION (for transactions with financial instruments of PJSC "Magnit")

Пожалуйста, для получения разрешения направьте в Департамент корпоративного управления ПАО «Магнит» подписанный оригинал настоящей формы, а также его сканированное изображение по электронной почте MAR@magnit.ru. Разрешение на осуществление сделки предоставляется только на ограниченный период времени, после того как настоящий запрос будет одобрен и подписан в соответствии с Кодексом ПАО «Магнит», регулирующим условия совершения операций с финансовыми инструментами (далее – **Кодекс**).

To get permission for transaction, please, submit the signed original copy of this form to the Corporate Governance Department of PJSC "Magnit" and send its scanned image via e-mail to MAR@magnit.ru. Permission to conduct transaction shall be valid for a limited time period once this request is approved and signed pursuant to the Code On Terms and Conditions of Transactions With Financial Instruments of PJSC "Magnit" (the **Code**).

Я / I, _____
(пожалуйста, укажите свои фамилию, имя и отчество (если имеется) печатными буквами / Please, enter your full name in capitals)

почтовый адрес / postal address: _____

e-mail: _____

телефон / telephone: _____

в соответствии с Кодексом настоящим прошу дать разрешение на осуществление сделки с Финансовыми инструментами ПАО «Магнит», как указано ниже:

pursuant to the Code, hereby I request for permission to conduct transaction with the Financial Instruments of PJSC "Magnit" as follows:

| | | |
|--|--|--|
| <p>ВИД ФИНАНСОВОГО ИНСТРУМЕНТА</p> <p>TYPE OF FINANCIAL INSTRUMENT</p> | <p>Пожалуйста, подтвердите вид финансового инструмента, на осуществление операций с которым Вы направляете настоящий запрос</p> <p>Please confirm the type of financial instrument in which you are applying to deal</p> | |
| <p>КОЛИЧЕСТВО ЦЕННЫХ БУМАГ И / ИЛИ СВЯЗАННЫХ С НИМИ ПРОИЗВОДНЫХ ИЛИ ФИНАНСОВЫХ ИНСТРУМЕНТОВ ИЛИ СУММА ИНВЕСТИРУЕМЫХ/РЕАЛИЗУЕМЫХ СРЕДСТВ</p> <p>NUMBER OF SECURITIES AND / OR LINKED DERIVATIVES OR FINANCIAL INSTRUMENTS OR AMOUNT TO BE INVESTED/DIVESTED</p> | <p>Пожалуйста, укажите количество финансовых инструментов или сумму денежного встречного предоставления, которая будет реализована/выплачена за покупку или продажу финансовых инструментов</p> <p>Please enter the number of financial instruments or the financial consideration to be realised/paid for the purchase or sale of financial instruments</p> | |
| <p>ПОЛНОЕ ИМЯ/НАИМЕНОВАНИЕ (ПОЛНЫЕ ИМЕНА/ НАИМЕНОВАНИЯ) ЛИЦА (ЛИЦ), ОСУЩЕСТВЛЯЮЩИХ СДЕЛКУ</p> <p>FULL NAME(S) OF PERSON DEALING</p> | <p>Если таким лицом не являетесь Вы, пожалуйста, укажите имя этого лица и какое оно имеет к Вам отношение (например, супруг(а))</p> <p>If not you, please give name and relationship to you, e.g. spouse</p> | |
| <p>ХАРАКТЕР ЗАИНТЕРЕСОВАННОСТИ</p> <p>NATURE OF INTEREST</p> | <p>Пожалуйста, укажите, владеете ли Вы ценными бумагами лично, в качестве доверительного собственника или они находятся в доверительной собственности от Вашего имени</p> <p>Please state whether held personally, as a trustee or held in trust on your behalf</p> | |

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | |
|--|--|--|
| <p>ХАРАКТЕР СДЕЛКИ</p> <p>NATURE OF TRANSACTION</p> | <p>Пожалуйста, опишите характер сделки (например: продажа, покупка, инвестирование средств на индивидуальный накопительный счет, осуществление опционов в соответствии с Программой акционирования работников, или др.)</p> <p>Please state whether, e.g. sale, purchase, ISA investment, exercise under employee scheme, etc.</p> | |
| <p>ОБСТОЯТЕЛЬСТВА, СЛУЖАЩИЕ ОСНОВАНИЕМ ДЛЯ НАПРАВЛЕНИЯ ЗАПРОСА (отметьте в нужном месте)</p> <p>JUSTIFYING CIRCUMSTANCES (tick one)</p> | <p>Для Руководящих лиц, направляющих запрос о выдаче разрешения в течение Закрытого периода</p> <p>For PDMRs requesting clearance during a Closed Period</p> | |
| <p><input type="checkbox"/> ИСКЛЮЧИТЕЛЬНЫЕ ОБСТОЯТЕЛЬСТВА</p> <p>EXCEPTIONAL CIRCUMSTANCES</p> | <p>Пожалуйста, опишите подробно финансовые трудности, требующие продажи финансовых инструментов</p> <p>Please give details of the financial difficulty requiring a sale of financial instruments</p> | |
| <p><input type="checkbox"/> ПРОГРАММА АКЦИОНИРОВАНИЯ РАБОТНИКОВ</p> <p>EMPLOYEE SCHEME</p> | <p>Пожалуйста, приложите копию условий программы или сообщите точные реквизиты программы, в соответствии с которой Вы планируете совершить сделку</p> <p>Please attach a copy of the terms of the scheme or provide the exact details of the scheme under which You plan to make the transaction</p> | |
| <p><input type="checkbox"/> ОСУЩЕСТВЛЕНИЕ ОПЦИОНОВ, ВАРРАНТОВ ИЛИ КОНВЕРТАЦИЯ КОНВЕРТИРУЕМЫХ ДОЛГОВЫХ ЦЕННЫХ БУМАГ В СООТВЕТСТВИИ С ПРОГРАММОЙ АКЦИОНИРОВАНИЯ РАБОТНИКОВ</p> <p>EXERCISE OF OPTIONS, WARRANTS, OR CONVERSION OF CONVERTIBLE DEBT SECURITIES UNDER AN EMPLOYEE SCHEME</p> | <p>Пожалуйста, укажите дату окончания срока осуществления опциона и подтвердите, что решение об осуществлении опциона является безотзывным</p> <p>Please state the date of expiration of the option, and confirm that the decision to exercise is irrevocable</p> | |
| <p><input type="checkbox"/> СБЕРЕГАТЕЛЬНЫЕ ПРОГРАММЫ</p> <p>SAVING SCHEME</p> | <p>Пожалуйста, приложите копию условий программы или сообщите точные реквизиты программы, в соответствии с которой Вы планируете совершить сделку</p> <p>Please attach a copy of the terms of the scheme or provide the exact details of the scheme under which You plan to make the transaction</p> | |
| <p><input type="checkbox"/> ОТСУТСТВИЕ ИЗМЕНЕНИЯ БЕНЕФИЦИАРНОГО ПРАВА</p> <p>NO CHANGE OF BENEFICIAL INTEREST</p> | <p>Пожалуйста, поясните причины и мотивы для совершения операции и представьте доказательства бенефициарного владения</p> <p>Please give reasons and motivation for the transfer, and provide proof of beneficial ownership</p> | |
| <p><input type="checkbox"/> ПОЛУЧЕНИЕ КВАЛИФИКАЦИИ ИЛИ ПРАВА НА ПРИОБРЕТЕНИЕ АКЦИЙ ПАО «МАГНИТ»</p> <p>QUALIFICATION OR ENTITLEMENT OF PJSC "MAGNIT" SHARES</p> | <p>Пожалуйста, укажите дату окончания срока для приобретения акций и причины, почему акции не были приобретены в иное время</p> <p>Please specify the expiration date for the acquisition of shares and the reasons why the shares were not purchased at another time</p> | |
| <p><input type="checkbox"/> ИНЫЕ ПРИЧИНЫ</p> <p>OTHER CIRCUMSTANCES</p> | <p>Пожалуйста, опишите обстоятельства, послужившие причиной для направления запроса, если они отличаются от указанных выше обстоятельств</p> <p>Please describe the circumstances that led to the request if they differ from the above</p> | |

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

| | | |
|--|---------------|--|
| | circumstances | |
|--|---------------|--|

Я не владею какой-либо Инсайдерской информацией (согласно определению в Кодексе), относящейся к Финансовым инструментам Магнита. Если данное обстоятельство изменится до совершения сделки, я обязуюсь отказаться от осуществления сделки.

I do not possess any Inside Information (as defined in the Code) relating to the Financial Instruments of PJSC "Magnit". Should there be any change at any time before the transaction is conducted, I undertake to refuse to conduct the transaction.

Я обязуюсь осуществить сделку в кратчайший срок после выдачи разрешения, но в любом случае в течение двух рабочих дней после получения разрешения. Я понимаю, что по истечении этого периода разрешение на осуществление сделки утратит свою силу.

I undertake to conduct transaction as soon as possible upon receipt of permission and, in any case within two business days upon receipt of permission. I understand that this permission to conduct transaction is no longer valid upon the stipulated term expires.

Я направлю *Уведомление о сделке Руководящего лица или Связанного лица Руководящего лица* по форме, предусмотренной Кодексом, **в кратчайший возможный срок, но в любом случае не позднее чем через два рабочих дня после осуществления сделки.**

I will submit a *Notification of transactions by PDMRs or PDMR's PCA* as soon as possible and, in any case no later than two business days upon transaction is conducted.

Просьба подтвердить предоставление разрешения на заключение вышеуказанной сделки путем подписания и возвращения мне данной формы.

Please confirm your permission to conduct the above transaction by signing and returning this form to me.

Подпись/ Signed _____

Дата/ Dated _____

**РАЗРЕШЕНИЕ НА ОСУЩЕСТВЛЕНИЕ СДЕЛКИ
(заполняется ПАО «Магнит»)**

**PERMISSION TO CONDUCT TRANSACTION
(to be filled in by PJSC "Magnit")**

Разрешение на осуществление вышеуказанной сделки выдано:

Permission to abovementioned transaction has given/issued to:

указать, кому выдано разрешение / specify to whom the permission is given

при условии, что сделка будет завершена не позднее двух рабочих дней с даты выдачи настоящего разрешения, т.е. не позднее, чем к концу рабочего дня:

provided that the transaction shall be completed no later than two business upon the permission is given/issued, i.e. not later than end of business day on:

укажите дату, не позднее которой должна быть осуществлена сделка / please specify the date which is no later than the date of the transaction to be executed

Подпись/ Signed _____

Дата/ Dated _____

[*Должность лица, подписавшего разрешение / Position of the signatory*]

12.4. Recommended form to notify PDMR's PCAs of their responsibilities and sanctions;

(Пожалуйста, укажите ФИО либо полное фирменное наименование лица, которому направляется уведомление)

(Please specify name or business name of recipient)

(Пожалуйста, укажите дату уведомления)

(Please specify date of notification)

УВЕДОМЛЕНИЕ

об обязанностях в соответствии с Регламентом Европейского парламента и Совета ЕС «О злоупотреблениях на рынке» № 596/2014 от 16.04.2014

NOTIFICATION

of responsibilities pursuant to the Regulation of the European Parliament and of the Council on Market Abuse (EU) No 596/2014 of 16 April 2014

В соответствии с Регламентом Европейского парламента и Совета ЕС «О злоупотреблениях на рынке» № 596/2014 от 16.04.2014 (Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014; далее – Регламент) **уведомляю Вас о следующем**

Pursuant to the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 (hereinafter – the Regulation):

1. Я,

1. I,

(Пожалуйста, укажите Ваши фамилию, имя и отчество)

(Please specify your name)

в соответствии с Регламентом и с учетом полученного от ПАО «Магнит» уведомления, являюсь лицом, осуществляющим руководящие функции в ПАО «Магнит» (ИНН 2309085638)

am a Person Discharging Managerial Responsibilities within PJSC "Magnit" (TIN 2309085638) under the Regulation and in accordance with the corresponding notification received from Magnit.

Регламент устанавливает определенные обязанности для лиц, осуществляющих руководящие функции (далее также – *Руководящие лица*), а также для **тесно связанных с ними лиц** (далее также – *Связанные лица*). Критерии, в соответствии с которыми определяется, является ли конкретное лицо *Руководящим лицом* или *Связанным лицом*, установлены в подпунктах 25 и 26 пункта 1 статьи 3 Регламента.

The Regulation establishes responsibilities for Persons Discharging Managerial Responsibilities (hereinafter - PDMRs), and for **Persons Closely Associated with them** (hereinafter - PCAs). The criteria for determining whether a person is a PDMR or a PCA are set out in subparagraphs 25 and 26, clause 1, article 3 of the Regulation.

В соответствии с указанными критериями, Вы являетесь Связанным лицом.

Pursuant to the criteria, you are considered as PCA.

2. В соответствии с пунктами 1 и 2 статьи 19 Регламента **Связанные лица обязаны уведомлять ПАО «Магнит» и компетентный орган Великобритании – Financial Conduct Authority (далее - FCA) - о каждой сделке с акциями, глобальными депозитарными расписками и (или) долговыми инструментами ПАО «Магнит», а также иными связанными с ними финансовыми инструментами.**

2. Under clauses 1 and 2 of the article 19 of the Regulation **PCAs shall notify PJSC "Magnit" and the UK competent authority – the Financial Conduct Authority (hereinafter – the FCA) of any transaction with Magnit's shares, global depositary receipts and (or) debt securities of Magnit as well as other financial instruments related herewith.**

Обязанность по направлению уведомлений

The obligation to submit a notification arises when

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

возникает после того, как общая сумма указанных операций в течение календарного года достигнет 5 000 евро.

Указанные уведомления должны быть направлены в ПАО «Магнит» и в FCA в максимально возможные короткие сроки с даты, когда указанный порог был превышен, но в любом случае не позднее трех рабочих дней.

Порядок направления уведомлений и форма, в которой они направляются, определяются статьей 19 Регламента, Техническим стандартом, утвержденным Имплементирующим Регламентом Еврокомиссии от 10.03.2016 № 2016/523 (Commission Implementing Regulation (EU) 2016/523 of 10 March 2016), а также разъяснениями FCA, опубликованными на его официальном сайте по адресу: <https://www.the-fca.org.uk/markets/ukla/regulatory-disclosures/mar-implementation>.

3. Более подробная информация об обязанностях *Связанных лиц*, о порядке и сроках их исполнения содержится в Кодексе, регулирующем условия совершения операций с финансовыми инструментами, с которым Вы можете ознакомиться на официальном сайте ПАО «Магнит» по адресу: <http://ir.magnit.com/>.

(подпись)

total amount of operations conducted within a calendar year exceeds 5,000 euro.

The above notifications shall be submitted to PJSC "Magnit" and the FCA as soon as possible upon the said threshold was exceeded and, in any case within three business days.

The procedure and the form to submit notifications are provided for by the article 19 of the Regulation, Technical Standard approved by the Commission Implementing Regulation (EU) 2016/523 of 10 March 2016, as well as explanations of the FCA published on its official website at: <https://www.the-fca.org.uk/markets/ukla/regulatory-disclosures/mar-implementation>.

3. The detailed information about the obligations of *PCAs*, the procedure and terms of their performance are established by the Code governing the terms of transactions with financial instruments, you can find on the official website of PJSC "Magnit" at: <http://ir.magnit.com/>.

(signature)

Настоящее уведомление получено

(фамилия, имя и отчество получателя уведомления и наименование организации (указывается при необходимости))

Дата получения: «__» _____ 20__ года

(подпись получателя)

This notification is received:

(Name of the recipient and organization (if necessary))

Date of receiving: _____

(signature of recipient)

12.5. Recommended form to notify *Investment managers* of responsibilities of *PDMRs* and their *PCAs*

УВЕДОМЛЕНИЕ ИНВЕСТИЦИОННЫХ МЕНЕДЖЕРОВ

(Пожалуйста, укажите ФИО либо полное фирменное наименование Инвестиционного менеджера, которому направляется уведомление)

(Пожалуйста, укажите дату уведомления)

NOTIFICATION FOR INVESTMENT MANAGERS

(Please specify name or business name of recipient Investment manager)

(Please specify the date of notification)

В соответствии с положениями Регламента N 596/2014 Европейского парламента и Совета Европейского Союза «О злоупотреблениях на рынке» (Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014; далее – «Регламент о злоупотреблениях на рынке») и законодательством и правовым регулированием Великобритании, относящимися к сделкам с ценными бумагами, я официально уведомляю Вас о нижеследующем:

1. Я являюсь

- Руководящим лицом**
- Связанным лицом Руководящего лица**
(пожалуйста, отметьте свой статус, о котором Вы уведомляете)

в отношении Публичного акционерного общества «Магнит» (далее – Магнит или Общество), и в силу этого на меня распространяются условия Кодекса Магнита, регулирующего условия совершения операций с финансовыми инструментами (далее – Кодекс);

2. Вы являетесь **Инвестиционным менеджером** по отношению ко мне для целей Регламента о злоупотреблениях на рынке и Кодекса.

3. Ввиду строгих нормативно-правовых требований, установленных Регламентом о злоупотреблениях на рынке и Кодексом, **прошу уведомлять меня об Операциях с финансовыми инструментами Магнита, совершенных в моих интересах, в кратчайшие сроки после осуществления сделки**, но не

Pursuant to Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 On Market Abuse (hereinafter – the **Regulation on Market Abuse**) and laws and regulations of Great Britain governing transactions with securities, I hereby notify you of the following:

1. I am

- Person Discharging Managerial Responsibilities**
- Person Closely Associated with Person Discharging Managerial Responsibilities**
(please indicate your status that you are notifying)

of Public Joint Stock Company "Magnit" (hereinafter – Magnit or the Company), and therefore I'm subject to the Code On Terms and Conditions of Transactions With Financial Instruments of PJSC "Magnit" (the Code):

2. You are **Investment Manager** for the purposes of the Regulation on the Market Abuse.

3. In view of the strict legal requirements established by the Regulations on Market Abuse and the Code, please **notify me of Transactions with Financial Instruments of Magnit, conducted on my behalf, as soon as possible upon the transaction, but not later than two business days after the transaction is completed.**

позднее чем через два рабочих дня после осуществления сделки.

Под Операциями с финансовыми инструментами Магнита понимаются любые сделки и операции, связанные с акциями, глобальными депозитарными расписками и долговыми инструментами (в том числе, облигациями) ПАО «Магнит», допущенными к торговле на организованных торгах на территории Российской Федерации и/или на регулируемом рынке, как он определен в пункте (21) статьи 4(1) Директивы 2014/65/EU Европейского парламента и Совета ЕС от 15 мая 2014 г. о рынках финансовых инструментов и об изменении Директивы 2002/92/ЕС и Директивы 2011/61/EU; и (или) в отношении которых подана заявка о допуске к торговле на указанных торгах и/или регулируемом рынке, а также с производными и иными финансовыми инструментами, связанными с акциями, глобальными депозитарными расписками или долговыми инструментами ПАО «Магнит».

В соответствии с Кодексом под Инвестиционными менеджерами понимаются брокеры, доверительные управляющие, агенты и иные лица, осуществляющие операции с Финансовыми инструментами от имени или в интересах *Руководящих лиц, Инсайдеров и/или их Связанных лиц.*

Просьба подтвердить получение настоящего уведомления.

Transactions with Financial Instruments of Magnit shall refer to any transaction or dealing with shares, global depositary receipts and debt securities (including bonds) of PJSC "Magnit", admitted to the organized trading on the territory of the Russian Federation and/ or on the regulated market as defined in paragraph (21) of the article of Directive 2014/65/EU means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU; and (or)) in relation of which an application for admission to trading in said trading and/or regulated market has been submitted, and with derivatives and other financial instruments relating to shares, global depositary receipts and debt securities of Magnit.

Pursuant to the Code the term Investment Manager shall refer to brokers, trustees, agents and other persons dealing with *Financial Instruments* on behalf of *PDMRs, Insiders, and/or their PCAs.*

Please, confirm the receipt of the Notification.

Подпись/Signature

Code of PJSC "Magnit" On Terms and Conditions of Transactions With Financial Instruments

13. Information On Editions of the Code;

| № | Document | Date of approval | Details of the decision on approval of the document | Document status |
|----------|---|-------------------------|--|------------------------|
| 1 | Code On Terms and Conditions of Transactions With Financial Instruments of Public Joint Stock Company "Magnit"; | June 24, 2019 | Decision of the Board of Directors as of June 24, 2019 (minutes w/o dated June 25, 2019) | Valid |