MAGNITOGORSK IRON AND STEEL WORKS

APPROVED BY:

Resolution of PJSC MMK's Board of Directors

Minutes No. 7 dated March 5, 2026

Chairman of the Board of Directors MMK PJSC.

Viktor F. Rashnikov

REPORT
on MMK's related party transactions concluded in 2025 reporting year*

This Report contains a list of transactions carried out by MMK PJSC in the 2025 reporting year that are recognized as interested-party transactions under Federal Law of the Russian Federation No. 208-FZ dated December 26, 1995 "On Joint-Stock Companies".

The grounds for recognizing persons as interested in the transactions are provided as of the time the transactions were made.

The shares of the interested person(s) in the authorized capital (the shares held by the interested person(s)) of MMK PJSC and of the legal entity that was a party to the transaction are provided as of the date of the transaction.

These transactions were performed in 2025 in compliance with applicable Russian laws and restrictions beyond the control of MMK PJSC.

Report on interested-party transactions entered into by MMK PJSC in the 2025 reporting year

1. Interested-party transaction for entering into a loan agreement between MMK PJSC and

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** In this version of the report, information is presented in a limited scope (volume) in accordance with Decree of the Government of the Russian Federation No. 1102 dated July 4, 2023 "On the specifics of disclosure and/or provision of information subject to disclosure and/or provision under the requirements of the Federal Law 'On Joint-Stock Companies' and the Federal Law 'On the Securities Market'".*

Subject of the agreement: provision of a loan.

Loan amount: RUB 7,170,000,000 (seven billion one hundred seventy million rubles).

Interest rate: 0% (zero percent) per annum.

Term of the agreement: December 30, 2026.

Loan disbursement procedure: based on a written request from the Borrower, may be made in installments.

Loan repayment procedure: RUB 1,530,000,000 is repayable by December 31, 2025; the remaining debt is repayable by December 30, 2026.

There are no beneficiaries in the transaction.

Transaction price: equal to the principal debt amount of RUB 7,170,000,000 (seven billion one hundred seventy million rubles).

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities).

Basis (grounds) upon which the person(s) is/are recognized as interested in the transaction:

- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

No decisions on consent to or subsequent approval of the transaction were made by the Board of Directors of MMK PJSC or the general shareholders' meeting of MMK PJSC (in accordance with paragraph 1.1 of Article 81 of the Federal Law "On Joint-Stock Companies", a notification was sent to the relevant persons, but no demands were made under paragraph 1 of Article 83 of the said Federal Law).

2. Interested-party transaction for entering into a guarantee agreement between MMK PJSC and

Material conditions:

- Parties to the suretyship agreement: MMK PJSC (Surety) and [Bank and/or Creditor].
- Subject matter of the guarantee agreement: The Guarantor undertakes to be jointly and severally liable in full to the Bank for the performance of a non-revolving credit facility agreement (the Agreement) made between the Borrower and the Bank, entered into on the following terms:

1. Parties (Borrower) and (Creditor),
2. Subject: Considering the financing of the Borrower (collectively referred to in the Agreement as the "Rules"), the Creditor undertakes to open a non-revolving credit facility for the Borrower for the implementation of an Investment Project (hereinafter, the "Project") (including advance payments), for the following purposes:

- expenses related to the purchase (including the initial lease payment under a finance lease/leasing agreement), construction, fabrication, delivery, and installation of fixed assets, including commissioning and other pre-operational activities for fixed assets, including those necessary for manufacturing Priority Products under the Investment Project;
- expenses for customs duties and customs fees.
- expenses for the payment of remuneration under a license (sublicense) agreement (license fees);
- expenses for design and development works;
- expenses for design and survey works, including the preparation of project-related and detailed design documentation, as well as expenses for consulting services related to the design and construction of buildings and structures;
- expenses for the construction and/or reconstruction of industrial buildings and structures;
- expenses for construction, modernization, reconstruction, including installation, commissioning, engineering and other works integrally connected with the construction of industrial, utility and social infrastructure facilities necessary for the implementation of the Investment Project, including expenses under civil works contracts;
- expenses for the purchase of consumables and components for equipment used to produce Priority Products;
- expenses for certification of products and services, as well as expenses related to obtaining licenses, certificates and other permits necessary for the implementation of the Investment Project;
- expenses necessary for the launch of production and/or the commissioning of industrial infrastructure facility(ies), as well as expenses necessary for the production of Priority Products (purchase of consumables, raw materials and components) in an amount not exceeding 20% (Twenty percent) of the credit facility amount established under the Agreement;
- expenses for valuation services under contracts for the assessment of fixed assets and industrial infrastructure facilities;
- expenses for construction supervision services;
- expenses for the acquisition or lease of land plots for the purpose of creating new production facilities (except where the land plot on which the Investment Project is implemented is owned by the Borrower);
- expenses for the lease of buildings, structures, premises and equipment;
- expenses for the maintenance and upkeep of fixed assets;
- expenses for utility services;

- expenses for fuel and energy resources necessary for the operation of fixed assets;
- expenses for communication services and technologically integrally related communication services;
- expenses for the repayment of loans granted to the Borrower;
- expenses for acquiring software whose information is included in the unified register of Russian programs for electronic computers and databases in accordance with Article 12.1 of Federal Law No. 149-FZ of June 27, 2006 "On Information, Information Technologies and Protection of Information";
- expenses for repaying (refinancing) targeted credits and loans granted to the Borrower to finance capital expenditures for implementing the Investment Project no earlier than 90 (ninety) days before the date of entering into the Agreement at a Preferential Interest Rate,

for a term ending on December 23, 2028, with a limit:

- limit effective period: until December 1, 2026,
- limit amount: 11,006,879,000 (eleven billion six million eight hundred seventy-nine thousand) Rubles.

The limit may be drawn down during the limit effective period in accordance with Article 1 of the Agreement.

The Borrower undertakes to repay to the Lender the received loan and pay interest for its use and other payments in the amount, within the time periods, and on the terms of the Agreement;

3. Investment Project – "Launching production of backup cast rolls", which appears on both the project list under the Rules referred to in the Agreement and the priority products list (OKPD2 28.91. Equipment for metallurgy) in accordance with the Rules.

4. Fee for using the credit facility limit: 0.5 (Zero point five) percent per annum of the free balance of the limit calculated in accordance with clause 3.1 of the Agreement. The fee shall be accrued for the period from the first effective date of the limit specified in clause 1.1 of the Agreement (excluding such date) to the End Date of the Availability Period or to the date of full repayment of the loan made prior to the End Date of the Availability Period, provided that the credit facility limit has been drawn down in full (inclusive).

5. Interest for using the loan paid by the Borrower to the Lender:

The amount of the floating Preferential Interest Rate as a percentage per annum shall be set on the terms specified below as 30 (thirty) percent of the applicable key interest rate of the Bank of Russia (floating component) plus 3 **(three)** percentage points.

As of the date of the first drawdown of the loan (excluding such date), the floating Preferential Interest Rate shall be set at 30 (thirty) percent of the key interest rate of the Bank of Russia applicable as of the date of the first drawdown of the loan, plus 3 **(three)** percentage points.

If the Bank of Russia key rate changes during the Preferential Lending Period, the floating Preferential Interest Rate under the Agreement shall be adjusted as of the date the new key rate becomes effective, based on 30% of the key rate of the Bank of Russia in effect on the date of such adjustment, plus 3 **(three)** percentage points.

The amount of the key rate of the Bank of Russia on the date of the change of the floating Preferential Interest Rate under the Agreement shall be determined in accordance with official information of the Bank of Russia, including information published on the official website of the Bank of Russia, as of such date.

The change of the floating Preferential Interest Rate under the Agreement shall be made without entering into an additional agreement to the Agreement. The Creditor shall send a notice of the change of the floating Preferential Interest Rate under the Agreement to the Borrower no later than the first business day following the date of such change. If the Borrower does not receive such notice, the amount of the floating Preferential Interest Rate under the Agreement shall be calculated by the Borrower independently in accordance with clause 4.1 of the Agreement;

– Upon termination of the Preferential Lending Period, from the Suspension Date of Preferential Lending (inclusive) until the Resumption Date of Preferential Lending (excluding such date) or until the date of full repayment of the loan issued as specified in clause 6.1 of the Agreement (if the Resumption Date of Preferential Lending does not occur) (inclusive), and/or from the End Date of Preferential Lending (excluding such date) or from the Termination Date of Preferential Lending (inclusive), whichever occurs earlier, until the date of full repayment of the loan issued as specified in clause 6.1 of the Agreement (inclusive):

The floating Base Interest Rate shall be determined as the applicable key rate of the Bank of Russia (floating component) plus a fixed margin (the "Fixed Margin" as defined in the Agreement) equal to **8 (eight)** percent per annum.

If the key rate of the Bank of Russia changes during the term of the Agreement, the amount of the floating Base Interest Rate under the Agreement shall change as of the effective date of the new key rate of the Bank of Russia, based on the applicable key rate of the Bank of Russia on the date of the change of the floating Base Interest Rate under the Agreement plus the Fixed Margin.

The amount of the key rate of the Bank of Russia on the date of the change of the floating Base Interest Rate under the Agreement shall be determined in accordance with official information of the Bank of Russia, including information published on the official website of the Bank of Russia, as of such date.

The change of the floating Base Interest Rate under the Agreement shall be made without entering into an additional agreement to the Agreement. The Creditor shall send a notice of the change of the floating Base Interest Rate under the Agreement to the Borrower no later than the first business day following the date of such change. If the Borrower does not receive such notice, the amount of the floating Base Interest Rate under the Agreement shall be calculated by the Borrower independently in accordance with clause 4.1 of the Agreement.

6. Suspension date of preferential lending –

- the date when the Creditor identifies the following circumstance:

a) failure by the Borrower to perform its obligations to repay the principal debt and/or pay accrued interest under the Agreement;

b) in the event of return to the Borrower's account opened with another bank of funds previously transferred by the Borrower in foreign currency using credit funds under the Agreement in accordance with the intended purpose of the loan specified in Article 1 of the Agreement, for purposes consistent with the Rules:

the Borrower fails to remit funds in the Currency of the Loan in an amount equivalent to the credit funds previously utilized for the conversion of foreign currency returned to the Borrower, and to apply such funds toward early repayment of the loan principal under this Agreement

and

the Borrower fails to provide the Creditor with documents (satisfactory to the Creditor in form and content) confirming that the Borrower has again directed the received funds in foreign currency in accordance with the intended purpose of the loan specified in Article 1 of the Agreement

no later than 1 (one) business day from the date of return of funds to the Borrower.

In the event of a breach by the Borrower of this condition with respect to a part of the loan under the Agreement, the Suspension Date of Preferential Lending occurs for such part of the loan.

(c) a decision is made to suspend provision to the Creditor, including due to the Borrower's failure to achieve, on a cumulative basis, key events in the Investment Project implementation schedule within the timelines set by the Investment Project (defined in the Agreement as "milestones") within 12 (twelve) months from the date established by the relevant milestones specified in the project list under the Rules, where such key events are indicators required to achieve the result of the Investment Project implementation.

- the start date of the period for which, in accordance with clause 4.2 of the Agreement, the Borrower has paid / must pay interest for using the loan on the nearest date preceding the date of receipt by the Creditor of the notice.

7. Date of resumption of preferential lending –

a) the 1st day of the first month of the calendar quarter following the quarter in which the Borrower duly performed its obligations to repay the overdue principal debt and/or accrued interest under the Agreement in full and in a proper manner;

(b) the date when the Borrower re-directs the foreign currency funds previously returned to the Borrower (which funds were initially directed by the Borrower in accordance with the loan's intended purpose) in compliance with the intended purpose of the loan as set out in Article 1 of the Agreement, and provides to the Creditor documents (in form and substance acceptable to the Creditor) evidencing such re-direction of the received foreign currency funds in accordance with the intended purpose of the loan under Article 1 of the Agreement, subject to the Borrower's observance of the time periods specified in clause 8.2.48 of the Agreement.

If the Borrower fails to comply with this condition, the resumption of preferential lending shall not take place with respect to the relevant part of the loan.

c) the date when the Borrower achieves, on a cumulative basis within 6 (six) months, the milestones, including but not limited to in connection with amendments to the Investment Project and/or to the targeted results of the Investment Project and/or to the relevant milestones specified in the list of projects in accordance with the Rules.

d) the date of resumption of provision to the Creditor, previously suspended due to insufficiency and/or absence of limits for the purposes provided by the Rules.

f the Preferential Lending Termination Date occurs, preferential lending shall not be resumed.

8. Preferential Lending Termination Date is the earlier of the following dates:

- refusal of the provision to the Creditor under the Agreement;
- the date following the date when the Creditor discovers that the Borrower has violated the permitted use of the loan (or portion of the loan) under the Agreement, including inconsistency with the Rules, and/or has directed credit funds to deposits earning a rate equal to or higher than

the Preferential Interest Rate, as well as in other financial instruments, the sale or transfer of which results in the receipt of funds (securities, monetary obligations, futures, options, other financial instruments), and/or the payment of dividends (distribution of profit) by the Borrower using credit funds.

Should the Borrower misuse a part of the loan under the Agreement, the Preferential Lending Termination Date takes effect for such part of the loan.

- the date the Borrower ceases to meet the requirements of the Rules,
- and/or the date of breach by the Borrower of any contractual condition that is a prerequisite for provision to the Creditor, and/or the date of any failure to satisfy the requirements or fulfill the obligations stipulated in the Rules which are prerequisites for provision to the Creditor.

9. Terms of settlements and payments in accordance with Article 5 of the Agreement

10. Loan repayment procedure

Date of full repayment of the loan: **December 23, 2028**

The loan shall be repaid in accordance with the following schedule:

Date of repayment	**Amount of payment**
23.12.2028	11,006,879,000 (eleven billion six million eight hundred seventy-nine thousand) Rubles

If, as of the End Date of the Availability Period, the credit facility limit has not been drawn down in full, the loan repayment amounts under the above schedule shall be reduced by the amount of the undrawn limit, starting from the first scheduled

payment. Each subsequent payment under the schedule shall be reduced by the amount of the undrawn limit exceeding the amount of previous payments under the schedule.

If the Borrower repays the loan prior to the dates established in this clause, then in accordance with clause 6.2 of the Agreement, the loan repayment amounts under the above schedule, after adjustment pursuant to the preceding paragraph of this clause, shall be reduced by the amounts of the loan repaid before the dates set forth in this clause, starting from the payment closest to the actual repayment date. Each subsequent scheduled payment shall be reduced by the loan amounts repaid prior to the dates established in this clause that exceed the total of the preceding payments under the schedule.

The Borrower shall have the right to effect full or partial prepayment of the disbursed loan prior to the date(s) established in clause 6.1 of the Agreement, subject to the restrictions under clause 6.4 of the Agreement, accompanied by payment of interest accrued on the repayment date, commission charges stipulated by the Agreement, and liquidated damages.

From the first effective date of the limit specified in clause 1.1 of the Agreement (excluding such date) until:

- March 20, 2027, or
- the date of sending by the Creditor of the notice of the Preferential Lending Termination Date (including such date), or
- the effective date of amendments to the Rules that materially (by more than 1 (one) percentage point) change the Preferential Interest Rate, resulting in a reduction of the amount the Creditor would receive during the term of the Agreement compared to the amount the Creditor would have received under the Rules in effect on the date of the Agreement, whichever date occurs earlier; repayment of the loan (in full or in part) prior to the date(s) established in clause 6.1 of the Agreement shall not be permitted (hereinafter referred to as the "Earlier Repayment Moratorium Period"), except in cases expressly provided for in the Agreement.

After the Earlier Repayment Moratorium Period expires, the Borrower may repay all or part of the outstanding loan before the date(s) specified in clause 6.1 of the Agreement, along with payment of accrued interest as of the repayment date, commission fees required by the Agreement, and and liquidated damages, in accordance with the procedure and terms set out in clause 6.2 of the Agreement, subject to providing written notice to the Creditor no later than 3 (three) business days prior to such repayment.

11. Security: To secure the timely and full performance of the Borrower's obligations under the Agreement, including the repayment of the loan, the payment of interest, and the payment of any commission fees required by the Agreement, the Borrower shall provide, or ensure the provision of, a corporate guarantee to the Creditor. Guarantor: PUBLIC JOINT-STOCK COMPANY "MAGNITOGORSK IRON AND STEEL WORKS" (455000, Chelyabinsk Region, Magnitogorsk, ul. Kirova, 93, INN 7414003633, OGRN 1027402166835) in accordance with the Guarantee Agreement No. DP01_160B014H2 dated December 28, 2024.

12. Liability of the Parties in accordance with Article 11 of the Agreement.

13. Validity period: The Agreement enters into force on the date of its signing by the Parties and remains in effect until the Parties have fully performed their obligations under the Agreement.

14. Transaction amount: 11,006,879,000 (eleven billion six million eight hundred seventy-nine thousand) rubles, together with accrued interest and fees for the period of using the credit facility.

Subsequent amendments to the Agreement regarding changes in the procedure for granting and repaying the loan, including the disbursement and repayment schedules, the availability period, and any moratorium on early repayment, shall be determined by persons authorized by the Borrower to execute the Agreement / additional agreements thereto, subject to approval by the Creditor. Such amendments to the Agreement may be made without obtaining a decision (approval) of the Board of Directors or the general meeting of shareholders.

The Guarantor undertakes to be jointly and severally liable with the Borrower towards the Bank for the performance of obligations under the Agreement, to the extent and on the terms and conditions set forth in the Agreement, including:

- obligations to repay the principal debt (credit);
- obligations to pay interest for the use of the loan and other payments under the Agreement;
- obligations to pay liquidated damages provided for in the Agreement;
- obligations to reimburse the Bank's court costs and other expenses incurred in connection with the enforcement of rights under the Agreement and the Guarantee Agreement;
- obligations to repay amounts received under the Agreement and interest for the use of another's funds calculated in accordance with Article 395 of the Civil Code of the Russian Federation, in the event the Agreement and/or additional agreement(s) thereto are invalid
- obligations to repay unjust enrichment (in the amount of the loan principal under the Agreement) and interest for the use of another's funds calculated in accordance with Article 395 of the Civil Code of the Russian Federation, in the event the Agreement and/or additional agreement(s) thereto are declared not concluded, as well as in the event the Agreement
- and/or additional agreement(s) thereto are concluded by an unauthorized person (Article 183 of the Civil Code of the Russian Federation)
- obligations of the Borrower to indemnify the Bank in full for property losses incurred by the Bank as provided for in the Agreement, including in connection with refunds made by the Bank, payment of sanctions and other payments, the Bank's full or partial failure to receive compensation for lost profits, and the Bank's inability to receive, if such obligations are provided for in the Agreement
- penalty for late payment under the Guarantee Agreement – the current floating Base Interest Rate multiplied by 1.5 (one and a half times)
- Validity period of the Guarantee Agreement is until December 23, 2031.

Beneficiary under the Guarantee Agreement is

Transaction amount is 11,006,879,000 (eleven billion six million eight hundred seventy nine thousand) rubles, plus amounts of interest accrued under the Agreement, property losses of the Creditor in the amount of sums refunded by the Creditor, as well as sanctions paid by the Creditor in connection with such refund, and other payments under the Agreement, and also the amount of the penalty for the Guarantor's breach of payment deadlines under the Guarantee Agreement.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities);
- member of the Management Board of PJSC MMK (does not own shares in the aforementioned companies)

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- A member of PJSC MMK's Management Board, also sits on the Board of Directors
- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction: The Board of Directors of PJSC MMK resolved to subsequently approve the transaction (minutes of the absentee voting decision of the Board of Directors of PJSC MMK No. 10 dated February 7, 2025).

3. A related party transaction, namely the conclusion of a guarantee agreement (hereinafter – the Guarantee Agreement) between PJSC "MMK" (hereinafter – the Guarantor) and ____ (hereinafter – the Bank and/or the Creditor).

Material conditions:

- The subject matter of the Guarantee Agreement is that the Guarantor undertakes to be jointly and severally liable in full to the Bank for the performance by the Borrower of all obligations under the Agreement on the Procedure for Entering into Credit Transactions, as amended by Additional Agreement No. 1 (hereinafter collectively referred to as the Agreement), entered into on the following terms:
- Parties the Bank, hereinafter referred to as the "Creditor" or the "Bank", and ___ hereinafter referred to as the "Borrower" or,
- Subject: The Creditor undertakes to open a credit facility and provide loans to the Borrower in the amount and on the terms specified in the Agreement, and the Borrower undertakes to repay the loans, pay interest on the loans, and perform other obligations stipulated by the Agreement.
- Credit facility limit: 18,079,000,000.00 (eighteen billion seventy-nine million) rubles, within which the loan(s) are to be disbursed, which loan(s) are to be repaid on February 28, 2029 (inclusive) in full in a single installment or no later

than 5 (five) calendar days from the date the Borrower receives a demand for early performance of obligations in accordance with the terms of the Agreement, provided that the credit facility limit is established in accordance with the following schedule:

Start date of the credit facility limit	Credit facility limit amount (in figures and in words), rubles
Effective from the date of signing Addendum No. 1 to the Agreement	362,000,000.00 (three hundred sixty-two million)
From April 1, 2025	1,018,000,000.00 (one billion eighteen million)
From July 1, 2025	1,775,000,000.00 (one billion seven hundred seventy-five million)
From October 1, 2025	3,864,000,000.00 (three billion eight hundred sixty-four million)
From December 1, 2025	9,297,000,000.00 (nine billion two hundred ninety-seven million)
From January 1, 2026	12,099,000,000.00 (twelve billion ninety-nine million)
From April 1, 2026	14,170,000,000.00 (fourteen billion one hundred seventy million)
From July 1, 2026	15,871,000,000.00 (fifteen billion eight hundred seventy-one million)
From October 1, 2026	16,360,000,000.00 (sixteen billion three hundred sixty million)
From January 1, 2027	17,846,000,000.00 (seventeen billion eight hundred forty-six million)
From April 1, 2027	18,079,000,000.00 (eighteen billion seventy-nine million)

If the credit facility limit increase date falls on a non-business day, such date shall be postponed to the next following business day within the validity period of the new credit facility limit.

- The commitment fee is 0.2% (zero point two percent) per annum, calculated on the unused amount of the credit facility limit in effect on each date according to the credit facility limit schedule, accrued until the end date of the general loan availability period or until the date the credit facility is actually drawn in full, whichever occurs first.
- The interest rate for each loan is set as a floating rate based on the Key Rate. When the Key Rate changes, the interest rate on the loan(s) shall change accordingly by the amount of the change in the Key Rate (for the Market Interest

Rate) or by 30% (thirty percent) of the amount of the change in the Key Rate (for the Preferential Interest Rate), effective on the date the amended Key Rate takes effect. From the date of signing the Agreement and throughout the Preferential Lending Period, the Preferential Interest Rate shall apply.

Market Interest Rate means a floating interest rate on the loan(s) under the Agreement, determined on the basis of the Key Rate, the amount of which is: The Key Rate in effect on each date when interest is calculated for the use of the loan(s) under the Agreement, increased by no more than 4.85% (four point eighty-five hundredths) percent per annum.

Preferential Interest Rate means a floating interest rate on the loan(s) under the Agreement, set at an amount equal to 30% (thirty percent) of the Key Rate in effect on each interest accrual date for the use of the loan(s) under the Agreement, increased by 2.85% (two point eighty-five hundredths) percent per annum.

In the event the Preferential Lending Period terminates (including cases where the Preferential Lending Period is deemed terminated in accordance with the terms of the Agreement), the Bank shall have the right to unilaterally change the Preferential Interest Rate to the Market Interest Rate for the relevant loan(s).

As amended pursuant to subclause 6.1.2 of clause 6.1. The interest rate under the Agreement shall apply starting from the 1st (First) day (inclusive) of the period for which the Bank did not receive, will not receive, or had no right to receive compensation (in full or in part) in the amount established by the version of the Program in effect on the date of execution of the Agreement, which has resulted or may result in the Bank's obligation to return the funds received (in full or in part) on any grounds, including in connection with the termination of the Preferential Lending Period and/or the identification or occurrence of any of the Termination Factors.

The interest rate pursuant to subclause 6.1.2 of clause 6.1. The Agreement is deemed amended without entering into an addendum. The Creditor sends the Borrower a written notice (in any form) of the interest rate change (the "Interest Rate Change Notice"), specifying the effective date of the Market Interest Rate. The date on which the Bank sends and the Borrower receives the Interest Rate Change Notice shall be governed by Clause 16.3 of the Agreement.

If the Creditor modifies the interest rate pursuant to subparagraph 6.1.2 of paragraph 6.1 of the Agreement, and the Borrower has already paid interest for any interest period at the Preferential Interest Rate:

i. The Creditor will calculate and charge additional interest for the prior interest period(s) set out in Clause 6.3. of the Agreement, in accordance with subclause 6.1.2 of clause 6.1. of the Agreement, no later than the 12th (twelfth) Business Day of the month following the month in which the Creditor sent the Interest Rate Change Notice to the Borrower, but in any event no later than the final actual repayment date of all Loans under Article 7 of the Agreement.

ii. The Borrower shall pay the accrued additional interest no later than the last Business Day of the month following the month in which the Creditor sent the Interest Rate Change Notice to the Borrower in accordance with this clause, but in any event no later than the final actual repayment date of all Loans under Article 7 of the Agreement.

If the Creditor has changed the interest rate in accordance with subclause 6.1.3 of clause 6.1 of the Agreement, and the Borrower has already paid interest for any interest period at the Market Interest Rate, then the overpaid interest amount shall be credited by the Bank toward future payments due from the Borrower under the Agreement, following the order of priority specified in clause 8.5. of the Agreement. The Bank shall refund the overpaid interest amount to the Borrower within 10 (ten) Business Days after the Borrower has fully repaid all of its obligations under the Agreement, provided that such amount has not previously been credited by the Bank toward the Borrower's monetary obligations under the Agreement. Until such setoff or refund of overpaid interest amounts, the Bank shall not accrue interest on such amounts.

- Procedure for granting loans: The overall loan availability period is up to 30 June 2027. Upon expiration of the Total Term for granting Loans, the Borrower's right to obtain a Loan and the Creditor's obligation to disburse it under the Agreement shall terminate.
- Loans are granted to the Borrower prior to the expiry of the Total Term for granting Loans. This occurs after the satisfaction of the conditions precedent set forth in Article 4 of the Agreement. The loans are granted based on the Borrower's request (application). The latter shall be drawn up in accordance with the form set out in Annex No. 1 to the Agreement. The Borrower's request shall also comply with the terms of the Agreement. Loans are provided within the Disbursement Limit.
- Early repayment (prepayment) of the Loan/Loans (or part of a Loan) by the Borrower is prohibited until March 31, 2027, except for cases expressly provided for in the Agreement.
    - the Creditor's delivery of the interest rate change from the Preferential Interest Rate to the Market Interest Rate due to the occurrence of any circumstance covered by the term "Termination Event" (inclusive), or
    - the entry into force of amendments to the Program that result in a material (in the Borrower's opinion) change in the amount of the Preferential Interest Rate, which has led to a reduction in the amount receivable by the Bank during the term of the Agreement compared to the amount the Bank would have received under the terms of the Program in effect on the date of execution of the Agreement.

Starting from April 1, 2027, the Borrower shall have the right to repay the Loan/Loans (or part of a Loan) in full or in part, subject to providing written notice to the Bank no later than 5 (five) Business Days prior to the intended early repayment date.

In the event of untimely repayment of the Principal Debt the Borrower undertakes, regardless of the payment of interest on the Loan/Loans to pay the Creditor a penalty (late fee). The penalty shall be calculated at a rate of 1/365 (one three hundred sixty-fifth) of the Market Lending Rate. The penalty shall be applied to the amount of Overdue Principal Debt under the relevant Loan in respect of which the Overdue Principal Debt has occurred. The penalty shall be charged for each day of delay. The penalty accrues starting from the date following the date on which the obligation to repay the Principal Debt was required to be performed. It accrues up to and including the date of final repayment of the Overdue Principal Debt. The penalty (late fee) shall be paid by the Borrower on the date of final repayment of the corresponding Overdue Principal Debt.

n the event of untimely repayment of interest/fee debt the Borrower undertakes to pay the Creditor a penalty (late fee). The penalty shall be calculated at a rate of 2/365 (two three hundred sixty-fifths) of the Market Lending Rate. It shall be applied

to the amount of Overdue Interest and/or Overdue Fee Debt under the relevant Loan in respect of which the Overdue Interest and/or Overdue Fee Debt has occurred. It shall be charged for each day of delay. The penalty accrues starting from the date following the date on which the obligation to pay interest and/or fees on the Loan/Loans was required to be performed. It accrues up to and including the date of final repayment of the Overdue Interest and/or Overdue Fee Debt. The penalty (late fee) shall be paid by the Borrower on the date of final repayment of the corresponding Overdue Interest and/or Overdue Fee Debt under the Credit Facility.

All payments under the Agreement shall be made by the Borrower in the currency of the Russian Federation by bank transfer in accordance with the rules, forms, and standards established by the Central Bank of the Russian Federation.

Repayment of the Loans, payment of accrued interest, and payment of any other amounts due to the Creditor under the Agreement shall be made by the Creditor debiting funds from the Current Account and/or the Foreign Currency Current Account under a pre-given acceptance in accordance with Clause 12.1 of the Agreement.

In the event the Borrower's accounts with the Bank have insufficient funds or no funds to satisfy all claims made against them, including the claims of the Creditor, or funds cannot be debited from the Borrower's accounts with the Bank for other reasons, the Borrower undertakes to perform its monetary obligations under the Agreement. The Borrower shall do so by transferring funds from its accounts held with other credit institutions. If necessary, the Borrower shall convert funds into the currency of the Credit Facility. The transfer shall be made to the Bank's correspondent account specified in Article 17 of the Agreement. The transfer shall be based on payment orders.

The Creditor's monetary claims under the Agreement shall be satisfied in the following order of priority (including irrespective of any payment purpose indicated by the Borrower in the payment order):

1. Unpaid and overdue interest under the Credit Facility.
2. Overdue Principal Debt.
3. Documented expenses incurred by the Creditor under the Agreement.
4. Interest under the Credit Facility.
5. Principal Debt.
6. Unpaid and overdue fees.
7. Fees under the Credit Facility.
8. Penalty on overdue interest on the Loan/Loans.
9. Penalty on overdue fees.
10. Penalty on overdue Principal Debt.

The date (day) of performance of the Borrower's monetary obligations under the Agreement shall be determined depending on the method of performance. There are two possible methods of performance. Under the first method, the date of performance is the date (day) funds are debited from the Borrower's account with the Bank. Under the second method, the date of performance is the date (day) funds are credited to the Bank's correspondent account. The Bank's correspondent account is specified in Article 17 of the Agreement.

If the last day of the deadline for a Party to perform an obligation under the Agreement falls on a non-business day. Then the day of expiration of the deadline for performing such obligation shall be deemed the next following Business Day. In such case, the payments due to the Creditor shall be recalculated accordingly.

Validity period: The Agreement enters into force upon its signing by the Parties and remains in effect until the Parties have fully and properly performed all of their obligations under the Agreement.

- The Guarantor undertakes to be jointly and severally liable with the Borrower to the Creditor for the performance of the obligations under the Agreement. Such liability shall be to the extent and on the terms set forth in the Agreement. Such liability shall include the following:
  - Obligations to repay the Loan/Loans.
  - Obligations to pay interest for the use of the loan and other payments under the Agreement.
  - Obligations to pay penalties and fees as provided for in the terms of the Agreement.
  - Obligations to reimburse the Creditor for expenses and losses incurred in connection with the performance of obligations under the Agreement.
  - Obligations to return all funds received by the Borrower and to pay interest for the use of another's funds in full in the event the Agreement is invalid.
- Under the Guarantee Agreement, the penalty shall be calculated at a rate of 1/365 (one three hundred sixty-fifth) of the Market Lending Rate applied to the amount of the unperformed or improperly performed obligation for each day of delay.
- The validity period of the Guarantee Agreement is until February 28, 2032.

Beneficiary under the Guarantee Agreement is ___.

The transaction amount is 18,079,000,000.00 (eighteen billion seventy-nine million and 00/100) Russian rubles, plus accrued interest under the Agreement, plus the Creditor's property losses equal to amounts refunded by the Creditor, plus sanctions paid by the Creditor, plus other payments under the Agreement, plus any penalty for the Guarantor's violation of payment deadlines under the Guarantee Agreement.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- member of the Board of Directors of PJSC MMK (does not own shares in the aforementioned companies)
- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities).

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- The member of the Board of Directors of MMK PJSC is a member of the Supervisory Board of the Bank.

- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

The Board of Directors of MMK PJSC resolved to approve the transaction (Resolution Minutes No. 11 of February 25, 2025, adopted by absentee ballot of the Board of Directors of MMK PJSC).

4. An Interested-party transaction to enter into Addendum No. 1 to the contract between MMK PJSC and the Bank.

Material conditions:

- Subject of Addendum No. 1 to the Guarantee Agreement (hereinafter referred to as the "Addendum"):
- amendment of subclause 2.1.1 of clause 2.1 of the Guarantee Agreement, restating it as follows:

"2.1.1 for the repayment of the Loan/Loans under the Loan Agreement in the amount of 18,079,000,000.00 (eighteen billion seventy-nine million and 00/100) Russian Rubles, due for repayment on February 28, 2029 (inclusive) in a single lump sum in full, or no later than 5 (five) calendar days from the date the Borrower receives a demand for early performance of obligations under the terms of the Loan Agreement, whereby the Disbursement Limit under the Credit Facility shall be established in accordance with the following schedule:

Start date of the credit facility limit	Credit facility limit amount (in figures and in words), rubles
from February 27, 2025.	362,000,000.00 (three hundred sixty-two million)
from April 1, 2025.	1,018,000,000.00 (one billion eighteen million)
from July 1, 2025.	1,775,000,000.00 (one billion seven hundred seventy-five million)
from the date of conclusion of Addendum No. 2 to the Loan Agreement.	2,406,000,000.00 (two billion four hundred six million and 00/100)
from October 1, 2025.	3,864,000,000.00 (three billion eight hundred sixty-four million)
from December 1, 2025.	9,297,000,000.00 (nine billion two hundred ninety-seven million)

from January 1, 2026.	12,099,000,000.00 (twelve billion ninety-nine million)
from April 1, 2026.	14,170,000,000.00 (fourteen billion one hundred seventy million)
from July 1, 2026.	15,871,000,000.00 (fifteen billion eight hundred seventy-one million)
from October 1, 2026.	16,360,000,000.00 (sixteen billion three hundred sixty million)
from January 1, 2027.	17,846,000,000.00 (seventeen billion eight hundred forty-six million)
from April 1, 2027.	18,079,000,000.00 (eighteen billion seventy-nine million)

If the credit facility limit increase date falls on a non-business day, such date shall be postponed to the next following business day within the validity period of the new credit facility limit."

- All other material terms of the Guarantee Agreement not amended by the Addendum shall remain in full force and effect.

Beneficiary under the Guarantee Agreement is ___.

The transaction amount is 18,079,000,000.00 (eighteen billion seventy-nine million and 00/100) Russian rubles, plus accrued interest under the Agreement, plus the Creditor's property losses equal to amounts refunded by the Creditor, plus sanctions paid by the Creditor, plus other payments under the Agreement, plus any penalty for the Guarantor's violation of payment deadlines under the Guarantee Agreement.

Additionally, the material terms of the previously concluded guarantee agreement between MMK PJSC and the Bank (hereinafter referred to as the "Guarantee Agreement") are set out above in the 2025 report.

- The subject matter of the Guarantee Agreement is that the Guarantor undertakes to be jointly and severally liable in full to the Bank for the performance by the Borrower of all obligations under the Agreement on the Procedure for Entering into Credit Transactions, as amended by Additional Agreement No. 1 (hereinafter collectively referred to as the Agreement), entered into on the following terms:
  - Parties the Bank, hereinafter referred to as the "Creditor" or the "Bank", and ___ hereinafter referred to as the "Borrower",
  - Subject: The Creditor undertakes to open a credit facility and provide loans to the Borrower in the amount and on the terms specified in the Agreement, and the Borrower undertakes to repay the loans, pay interest on the loans, and perform other obligations stipulated by the Agreement.
  - Credit facility limit: 18,079,000,000.00 (eighteen billion seventy-nine million) rubles, within which the loan(s) are to be disbursed, which loan(s) are to be repaid on February 28, 2029 (inclusive) in full in a single installment or no later than 5 (five) calendar days from the date the Borrower receives a

demand for early performance of obligations in accordance with the terms of the Agreement, provided that the credit facility limit is established in accordance with the following schedule:

Start date of the credit facility limit	Credit facility limit amount (in figures and in words), rubles
Effective from the date of signing Addendum No. 1 to the Agreement	362,000,000.00 (three hundred sixty-two million)
from April 1, 2025.	1,018,000,000.00 (one billion eighteen million)
from July 1, 2025.	1,775,000,000.00 (one billion seven hundred seventy-five million)
from October 1, 2025.	3,864,000,000.00 (three billion eight hundred sixty-four million)
from December 1, 2025.	9,297,000,000.00 (nine billion two hundred ninety-seven million)
from January 1, 2026.	12,099,000,000.00 (twelve billion ninety-nine million)
rom April 1, 2026.	14,170,000,000.00 (fourteen billion one hundred seventy million)
from July 1, 2026.	15,871,000,000.00 (fifteen billion eight hundred seventy-one million)
from October 1, 2026.	16,360,000,000.00 (sixteen billion three hundred sixty million)
from January 1, 2027.	17,846,000,000.00 (seventeen billion eight hundred forty-six million)
from April 1, 2027.	18,079,000,000.00 (eighteen billion seventy-nine million)

If the credit facility limit increase date falls on a non-business day, such date shall be postponed to the next following business day within the validity period of the new credit facility limit.

The commitment fee is 0.2% (zero point two percent) per annum, calculated on the unused amount of the credit facility limit in effect on each date according to the credit facility limit schedule, accrued until the end date of the general loan availability period or until the date the credit facility is actually drawn in full, whichever occurs first.

The interest rate for each loan is set as a floating rate based on the Key Rate. When the Key Rate changes, the interest rate on the loan(s) shall change accordingly by the amount of the change in the Key Rate (for the Market Interest Rate) or by 30% (thirty percent) of the amount of the change in the Key Rate (for the Preferential

Interest Rate), effective on the date the amended Key Rate takes effect. From the date of signing the Agreement and throughout the Preferential Lending Period, the Preferential Interest Rate shall apply.

Market Interest Rate means a floating interest rate on the loan(s) under the Agreement, determined on the basis of the Key Rate, the amount of which is: The Key Rate in effect on each date when interest is calculated for the use of the loan(s) under the Agreement, increased by no more than 4.85% (four point eighty-five hundredths) percent per annum.

Preferential Interest Rate means a floating interest rate on the loan(s) under the Agreement, set at an amount equal to 30% (thirty percent) of the Key Rate in effect on each interest accrual date for the use of the loan(s) under the Agreement, increased by 2.85% (two point eighty-five hundredths) percent per annum.

In the event the Preferential Lending Period terminates (including cases where the Preferential Lending Period is deemed terminated in accordance with the terms of the Agreement), including as a result of the occurrence of any of the Termination Factors, the Bank shall have the right to unilaterally change the Preferential Interest Rate to the Market Interest Rate for the relevant loan(s).

As amended pursuant to subclause 6.1.2 of clause 6.1. The interest rate under the Agreement shall apply starting from the 1st (First) day (inclusive) of the period for which the Bank did not receive, will not receive, or had no right to receive compensation (in full or in part) in the amount established by the version of the Program in effect on the date of execution of the Agreement, which has resulted or may result in the Bank's obligation to return the funds received (in full or in part) on any grounds, including in connection with the termination of the Preferential Lending Period and/or the identification or occurrence of any of the Termination Factors.

The interest rate pursuant to subclause 6.1.2 of clause 6.1. The Agreement is deemed amended without entering into an addendum. The Creditor sends the Borrower a written notice (in any form) of the interest rate change (the "Interest Rate Change Notice"), specifying the effective date of the Market Interest Rate. The date on which the Bank sends and the Borrower receives the Interest Rate Change Notice shall be governed by Clause 16.3 of the Agreement.

If the Creditor modifies the interest rate pursuant to subparagraph 6.1.2 of paragraph 6.1 of the Agreement, and the Borrower has already paid interest for any interest period at the Preferential Interest Rate:

i. The Creditor will calculate and charge additional interest for the prior interest period(s) set out in Clause 6.3. of the Agreement, in accordance with subclause 6.1.2 of clause 6.1. of the Agreement, no later than the 12th (twelfth) Business Day of the month following the month in which the Creditor sent the Interest Rate Change Notice to the Borrower, but in any event no later than the final actual repayment date of all Loans under Article 7 of the Agreement.

ii. The Borrower shall pay the accrued additional interest no later than the last Business Day of the month following the month in which the Creditor sent the Interest Rate Change Notice to the Borrower in accordance with this clause, but in any event no later than the final actual repayment date of all Loans under Article 7 of the Agreement.

If the Creditor has changed the interest rate in accordance with subclause 6.1.3 of clause 6.1 of the Agreement, and the Borrower has already paid interest for any interest period at the Market Interest Rate, then the overpaid interest amount shall be credited by the Bank toward future payments due from the Borrower under the Agreement, following the order of priority specified in clause 8.5. of the Agreement. The Bank shall refund the overpaid interest amount to the Borrower within 10 (ten) Business Days after the Borrower has fully repaid all of its obligations under the Agreement, provided that such amount has not previously been credited by the Bank toward the Borrower's monetary obligations under the Agreement. Until such setoff or refund of overpaid interest amounts, the Bank shall not accrue interest on such amounts.

Procedure for granting loans: The overall loan availability period is up to 30 June 2027. Upon expiration of the Total Term for granting Loans, the Borrower's right to obtain a Loan and the Creditor's obligation to disburse it under the Agreement shall terminate.

Loans are granted to the Borrower prior to the expiry of the Total Term for granting Loans. This occurs after the satisfaction of the conditions precedent set forth in Article 4 of the Agreement. The loans are granted based on the Borrower's request (application). The latter shall be drawn up in accordance with the form set out in Annex No. 1 to the Agreement. The Borrower's request shall also comply with the terms of the Agreement. Loans are provided within the Disbursement Limit.

Early repayment (prepayment) of the Loan/Loans (or part of a Loan) by the Borrower is prohibited until March 31, 2027, except for cases expressly provided for in the Agreement.

- the Creditor's delivery of the interest rate change from the Preferential Interest Rate to the Market Interest Rate due to the occurrence of any circumstance covered by the term "Termination Event" (inclusive), or
- the entry into force of amendments to the Program that result in a material (in the Borrower's opinion) change in the amount of the Preferential Interest Rate, which has led to a reduction in the amount receivable by the Bank during the term of the Agreement compared to the amount the Bank would have received under the terms of the Program in effect on the date of execution of the Agreement.

Starting from April 1, 2027, the Borrower shall have the right to repay the Loan/Loans (or part of a Loan) in full or in part, subject to providing written notice to the Bank no later than 5 (five) Business Days prior to the intended early repayment date.

In the event of untimely repayment of the Principal Debt the Borrower undertakes, regardless of the payment of interest on the Loan/Loans to pay the Creditor a penalty (late fee). The penalty shall be calculated at a rate of 1/365 (one three hundred sixty-fifth) of the Market Lending Rate. The penalty shall be applied to the amount of Overdue Principal Debt under the relevant Loan in respect of which the Overdue Principal Debt has occurred. The penalty shall be charged for each day of delay. The penalty accrues starting from the date following the date on which the obligation to repay the Principal Debt was required to be performed. It accrues up to and including the date of final repayment of the Overdue Principal Debt. The penalty (late fee) shall be paid by the Borrower on the date of final repayment of the corresponding Overdue Principal Debt.

In the event of untimely repayment of interest/fee debt the Borrower undertakes to pay the Creditor a penalty (late fee). The penalty shall be calculated at a rate of

2/365 (two three hundred sixty-fifths) of the Market Lending Rate. It shall be applied to the amount of Overdue Interest and/or Overdue Fee Debt under the relevant Loan in respect of which the Overdue Interest and/or Overdue Fee Debt has occurred. It shall be charged for each day of delay. The penalty accrues starting from the date following the date on which the obligation to pay interest and/or fees on the Loan/Loans was required to be performed. It accrues up to and including the date of final repayment of the Overdue Interest and/or Overdue Fee Debt. The penalty (late fee) shall be paid by the Borrower on the date of final repayment of the corresponding Overdue Interest and/or Overdue Fee Debt under the Credit Facility.

All payments under the Agreement shall be made by the Borrower in the currency of the Russian Federation by bank transfer in accordance with the rules, forms, and standards established by the Central Bank of the Russian Federation.

Repayment of the Loans, payment of accrued interest, and payment of any other amounts due to the Creditor under the Agreement shall be made by the Creditor debiting funds from the Current Account and/or the Foreign Currency Current Account under a pre-given acceptance in accordance with Clause 12.1 of the Agreement.

In the event the Borrower's accounts with the Bank have insufficient funds or no funds to satisfy all claims made against them, including the claims of the Creditor, or funds cannot be debited from the Borrower's accounts with the Bank for other reasons, the Borrower undertakes to perform its monetary obligations under the Agreement. The Borrower shall do so by transferring funds

from its accounts held with other credit institutions. If necessary, the Borrower shall convert funds into the currency of the Credit Facility. The transfer shall be made to the Bank's correspondent account specified in Article 17 of the Agreement. The transfer shall be based on payment orders.

The Creditor's monetary claims under the Agreement shall be satisfied in the following order of priority (including irrespective of any payment purpose indicated by the Borrower in the payment order):

1. Unpaid and overdue interest under the Credit Facility.
2. Overdue Principal Debt.
3. Documented expenses incurred by the Creditor under the Agreement.
4. Interest under the Credit Facility.
5. Principal Debt.
6. Unpaid and overdue fees.
7. Fees under the Credit Facility.
8. Penalty on overdue interest on the Loan/Loans.
9. Penalty on overdue fees.
10. Penalty on overdue Principal Debt.

The date (day) of performance of the Borrower's monetary obligations under the Agreement shall be determined depending on the method of performance. There are two possible methods of performance. Under the first method, the date of performance is the date (day) funds are debited from the Borrower's account with the Bank. Under the second method, the date of performance is the date (day) funds

are credited to the Bank's correspondent account. The Bank's correspondent account is specified in Article 17 of the Agreement.

If the last day of the deadline for a Party to perform an obligation under the Agreement falls on a non-business day. Then the day of expiration of the deadline for performing such obligation shall be deemed the next following Business Day. In such case, the payments due to the Creditor shall be recalculated accordingly.

Validity period: The Agreement enters into force upon its signing by the Parties and remains in effect until the Parties have fully and properly performed all of their obligations under the Agreement.

The Guarantor undertakes to be jointly and severally liable with the Borrower to the Creditor for the performance of the obligations under the Agreement. Such liability shall be to the extent and on the terms set forth in the Agreement. Such liability shall include the following:

- Obligations to repay the Loan/Loans.
- Obligations to pay interest for the use of the loan and other payments under the Agreement.
- Obligations to pay penalties and fees as provided for in the terms of the Agreement.
- Obligations to reimburse the Creditor for expenses and losses incurred in connection with the performance of obligations under the Agreement.
- Obligations to return all funds received by the Borrower and to pay interest for the use of another's funds in full in the event the Agreement is invalid.
- Under the Guarantee Agreement, the penalty shall be calculated at a rate of 1/365 (one three hundred sixty-fifth) of the Market Lending Rate applied to the amount of the unperformed or improperly performed obligation for each day of delay.
- The validity period of the Guarantee Agreement is until February 28, 2032.

Beneficiary under the Guarantee Agreement is ___.

The transaction amount is 18,079,000,000.00 (eighteen billion seventy-nine million and 00/100) Russian rubles, plus accrued interest under the Agreement, plus the Creditor's property losses equal to amounts refunded by the Creditor, plus sanctions paid by the Creditor, plus other payments under the Agreement, plus any penalty for the Guarantor's violation of payment deadlines under the Guarantee Agreement.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- Member of the Board of Directors of PJSC MMK (does not own shares in the aforementioned companies)
- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities).

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- The member of the Board of Directors of MMK PJSC is a member of the Supervisory Board of the Bank.
- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

The Board of Directors of MMK PJSC resolved to approve the transaction (Resolution Minutes No. 3 of September 4, 2025, adopted by absentee ballot of the Board of Directors of MMK PJSC).

5. An Interested-party transaction to enter into an addendum to the contract between MMK PJSC and ____.

Material conditions:

- The validity of the contract is until December 31, 2028.

Other terms of the contract remain unchanged.

There are no beneficiaries in the transaction.

Additionally, the material terms of the previously concluded contract No. E239755 between MMK PJSC and ____.

- The subject of the contract is the supply of steel products.
- Type and quantity of steel products - determined in accordance with the specifications signed by the parties and is approximately 1,080,000 tons;
- Transaction price is USD 550,000,000;
- The payment procedure is within 60 calendar days from the date of delivery of the goods.
- The validity of the contract is until December 31, 2022.

There are no beneficiaries in the transaction.

Additionally, the material terms of the previously concluded addendum to the contract between MMK PJSC and ____:

- Type and quantity of steel products - determined in accordance with the specifications signed by the parties and is approximately 1,400,000 tons.

Other terms of the contract remain unchanged.
There are no beneficiaries in the transaction.
Transaction price– USD 1,150,000,000;

Additionally, the material terms of the previously concluded addendum to the contract between MMK PJSC and ____:

- The payment procedure is within 180 calendar days from the date of delivery of the goods.

Other terms of the contract remain unchanged.
There are no beneficiaries in the transaction.

Additionally, the material terms of the previously concluded addendum to the contract between MMK PJSC and ___:

- The validity of the contract is until December 31, 2023.

Other terms of the contract remain unchanged.
There are no beneficiaries in the transaction.

Additionally, the material terms of the previously concluded addendum to the contract between MMK PJSC and ___:

- The extension of the contract term is until December 31, 2025.

Other terms of the contract remain unchanged.
There are no beneficiaries in the transaction.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities);
- member of the Management Board of PJSC MMK (does not own shares in the aforementioned companies)

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- The member of PJSC MMK's Management Board, sits on the Board of Directors;
- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (Creditor) (direct participation), is also indirectly a controlling person of the party to the transaction –

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

No decisions on consent to or subsequent approval of the transaction were made by the Board of Directors of MMK PJSC or the general shareholders' meeting of MMK PJSC (in accordance with paragraph 1.1 of Article 81 of the Federal Law "On Joint-Stock Companies", a notification was sent to the relevant persons, but no demands were made under paragraph 1 of Article 83 of the said Federal Law).

6. Interested-party transaction for entering into a loan agreement between MMK PJSC and ___.

Material conditions:

Parties

- Creditor: Public Joint-Stock Company "Magnitogorsk Iron and Steel Works" (MMK PJSC), INN 7414003633, OGRN 1027402166835, KPP 997550001, address: 455000, Chelyabinsk region, Magnitogorsk, ul. Kirova, 93;
- Borrower:

Subject of the agreement: provision of a loan.
Amount of the limit – 13,000,000,000 (thirteen billion) Russian rubles;
Interest rate: 0% (zero percent) per annum.
Term of the agreement is December 30, 2032;

Loan disbursement procedure: based on a written request from the Borrower, may be made in installments.

The loan repayment deadline is no later than December 30, 2032, with the Borrower having the right to early repay the loan amount in installments, subject to prior notice to the Lender.

There are no beneficiaries in the transaction.

Transaction price: equal to the principal debt amount of RUB 13,000,000,000 (thirteen billion) Russian rubles.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities).

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

No decisions on consent to or subsequent approval of the transaction were made by the Board of Directors of MMK PJSC or the general shareholders' meeting of MMK PJSC (in accordance with paragraph 1.1 of Article 81 of the Federal Law "On Joint-Stock Companies", a notification was sent to the relevant persons, but no demands were made under paragraph 1 of Article 83 of the said Federal Law).

7. An Interested-party transaction to enter into Addendum No. 1 to the loan agreement between MMK PJSC and ____.

Material conditions:

Parties

- Creditor: Public Joint-Stock Company "Magnitogorsk Iron and Steel Works" (MMK PJSC), INN 7414003633, OGRN 1027402166835, KPP 997550001, address: 455000, Chelyabinsk region, Magnitogorsk, ul. Kirova, 93;
- Borrower:

Subject of Addendum No. 1:

- amendment of clause 2.2 of the Loan Agreement, restating it as follows:

"2.2. The Borrower undertakes to repay the loan to the Creditor within the term set forth in clause 6.1 of this Agreement."

- Amendment of clause 6.1 of the Loan Agreement, restating it as follows:

"6.1. The loan specified in clause 1.1 shall be provided to the Borrower for a term until December 30, 2027."

All other clauses of the Loan Agreement not amended by Addendum No. 1 shall remain in full force and effect.

Addendum No. 1 is an integral part of the Loan Agreement and enters into force on the date of its signing.

There are no beneficiaries in the transaction.

Transaction price: equal to the principal debt amount of RUB 7,170,000,000 (seven billion one hundred seventy million) Russian rubles.

Additionally, the material terms of the previously concluded loan agreement between MMK PJSC and ____
(hereinafter referred to as the "Loan Agreement") (set out above in the 2025 report):

- Creditor: Public Joint-Stock Company "Magnitogorsk Iron and Steel Works" (MMK PJSC), INN 7414003633, OGRN 1027402166835, KPP 997550001, address: 455000, Chelyabinsk region, Magnitogorsk, ul. Kirova, 93;
- Borrower:

Subject of the agreement: provision of a loan.

Loan amount: RUB 7,170,000,000 (seven billion one hundred seventy million rubles).

Interest rate: 0% (zero percent) per annum.

Term of the agreement is 12/30/2026;

Loan disbursement procedure: based on a written request from the Borrower, may be made in installments.

Loan repayment procedure: RUB 1,530,000,000 is repayable by December 31, 2025; the remaining debt is repayable by December 30, 2026.

There are no beneficiaries in the transaction.

Transaction price: equal to the principal debt amount of RUB 7,170,000,000 (seven billion one hundred seventy million) Russian rubles.

The following person is recognized as interested in the transaction entered into by MMK PJSC:

- V.F. Rashnikov, a member of the Board of Directors of MMK PJSC (holds no shares in the said entities).

The basis (grounds) on which such person (persons) is (are) considered interested in the transaction:

- Limited Liability Company ALTAIR (ALTAIR LLC), which directly controls the party to the transaction, PJSC MMK (the Guarantor), also indirectly controls the beneficiary under the transaction—the Borrower.

(According to available information, V.F. Rashnikov, Chairman of the Board of Directors of MMK PJSC, is the beneficiary of ALTAIR LLC).

The governing bodies of MMK PJSC that decided to consent to or subsequently approve the above transaction:

No decisions on consent to or subsequent approval of the transaction were made by the Board of Directors of MMK PJSC or the general shareholders' meeting of MMK PJSC (in accordance with paragraph 1.1 of Article 81 of the Federal Law "On Joint-Stock Companies", a notification was sent to the relevant persons, but no demands were made under paragraph 1 of Article 83 of the said Federal Law).

P.V. Shilyaev  General Director, PJSC MMK