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Approved:
By the resolution of the Board of Directors of PJSC Uralkali
Minutes No.369 dated 18.10.2019

REGULATIONS
ON THE INFORMATION POLICY OF PJSC URALKALI

New edition

Berezniki, Perm Region
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1. General provisions

These Regulations pertinent to the information policy of the Public Joint Stock Company Uralkali (hereinafter the "Regulations") have been developed in compliance with the requirements of the law of the Russian Federation, the Charter of PJSC Uralkali (hereinafter "the Company"), the Code of Corporate Governance of PJSC Uralkali and other local acts of the Company, taking into account the international practices of corporate governance.

These regulations represent a local act of the Company and establish the methods of and approaches to information disclosure and also regulate the usage of insider information, establish a list of information and documents that are subject to disclosure to the shareholders, creditors, potential investors and other professional participants in the securities market, state authorities and other interested parties (hereinafter "other interested parties"), and establish the procedure and the terms of information provision and disclosure.

The sole executive body of the Company is responsible for the reliability and completeness of the disclosed information pertinent to the Company and its activities.

The procedure of obtaining information by the Company for the purpose of the implementation of the Regulations and other information as well as the procedure of its disclosure are regulated by the internal documents of the Company.

2. Purpose of these Regulations

2.1. These Regulations have been developed in order to serve the following purposes:

- Protect the legal rights and interests of the owners of securities of the Company;
- Comply with the requirements of the law of the Russian Federation concerning mandatory information disclosure;
- Comply with the requirements applied in Great Britain regarding companies – emitters of securities which serve as basic assets for Global Depositary Receipts (GDR);
- Provide access to the shareholders, creditors, potential investors of the Company, professional participants in the securities market, state authorities, and other interested parties to the complete and reliable information on the activities of the Company;
- Increase the level of transparency and trust between the Company and its shareholders, creditors, potential investors, professional participants in the securities market, state and municipal authorities and other interested parties;
- Provide the shareholders of the Company with information sufficient for the adoption of informed decisions connected to their right to participate in the management of the Company;
- Improve the corporate governance of the Company;
- Increase the shareholder value of the Company;
- Strengthen the economic ties of the Company with its partners.

2.2. The sole executive body of the Company is responsible for the procedure of preparation and approval of information, its content and the terms of disclosure of information, the system of storage of the documents of the Company, the functionality and safe-keeping of the Company's information resources.

3. Principles of information disclosure

The Company abides by the following principles when disclosing information:

3.1. Regularity and promptness

The Company regularly provides its shareholders, their representatives, potential investors and other interested parties with information on the Company's activities by utilizing all types of information tools available to the Company.

The Company promptly informs its shareholders, their representatives, creditors, potential investors and other interested parties of any significant events and facts which affect the economic activity of the

Company and which address the interests of the interested parties, and furthermore realizes that the disclosed information is only valuable to its recipients if disclosed in a timely manner.

3.2. Availability of information

The Company utilizes the channels and means of information distribution which provide the shareholders, creditors, potential investors and other interested parties with free and easy access to the information.

3.3. Completeness and reliability of disclosed information

The Company provides the interested parties with information which is reliable and truthful and does not hide any negative information about itself, thus allowing the recipients of the information to have a full understanding of the Company and the results of its activities.

3.4. Maintenance of a reasonable balance between the openness of the Company and the protection of its commercial interests

The information policy of the Company observes the right of the shareholders and investors to receive information on the activities of the Company provided that:

- The information which constitutes commercial, state or other type of secret protected by the law is protected by the Company;
- The rules of distribution of insider information established under these Regulations and other internal documents of the Company are observed.

4. Disclosure of information by the officers of the Company

4.1. The task of collecting, preparing and disclosing of the information regarding the Company is discharged by the officers of the Company responsible for information disclosure in compliance with the internal documents of the Company.
4.2. The Chairman of the Board of Directors or any member of the Board of Directors authorized by the Chairman has the right to provide official comment on the decisions adopted by the Board of Directors and to provide the official opinion of the Board of Directors on the issues reviewed at the meetings of the Board of Directors of the Company.
4.3. The sole executive body of the Company and other officers of the Company (in accordance with their authority granted by the sole executive body) have the right to address the public on behalf of the Company and speak in public on the issues connected with the activities of the Company.
4.4. The members of the Board of Directors have the right to publicly express their opinions on the issues reviewed at the meetings of the Board of Directors and on the resolutions adopted by the Board of Directors.
4.5. The Chairpersons of the committees of the Board of Directors, the members of the committees and the persons authorized by them have the right to comment and to transfer the information on the decisions adopted at the committee meetings to the interested parties.
4.6. The persons listed under Clauses 4.2-4.5 of these Regulations shall be reasonable and responsible when disclosing information and take into account the restrictions set by the law of the Russian Federation and any other jurisdiction (if applicable) regarding the disclosure of insider information and information constituting commercial or state secret and other types of confidential information protected by the law.
4.7. The members of the Board of Directors, the members of the Management Board and the individual discharging the functions of the sole executive body of the Company and the management company and its officers must inform the Company of their ownership of the securities of the Company, including Global depository receipts, within 14 (fourteen) days from the moment of election (appointment) to the relevant governing body of the Company or, if applicable, from the moment of execution of a labor or civil contract.

5. Insider information

5.1. Insider information, access to insider information, control over compliance with the requirements of the law

5.1.1. Insider information – precise and concrete information which was not distributed or provided (including the information which constitutes commercial, official or bank secrets or communication secrets concerning postal transfers of monetary funds or other types of confidential information protected by the law) and whose distribution or provision may significantly affect the prices of financial instruments, the value of foreign currencies and/or goods and which is included in the List of Insider Information ratified by the internal legal acts of PJSC Uralkali regulating the procedure of accessing insider information of PJSC Uralkali, the rules of its confidentiality and control of compliance with the Federal Law #224-FZ dated 27.07.2010.

5.1.2. The list of persons who have the right of access to insider information, the procedure of accessing insider information, the rules of protection and control of confidentiality of insider information, are established by the internal legal acts of PJSC Uralkali regulating the procedure of accessing insider information of PJSC Uralkali, the rules of its confidentiality and control of compliance with the Federal Law #224-FZ dated 27.07.2010.

5.1.3. The Directorate for Legal and Corporate Affairs of PJSC Uralkali (hereinafter the Designated Subdivision) shall be responsible for control over compliance with the requirements of the Federal Law "On countermeasures against unlawful utilization of insider information and market manipulation and on amendments to certain legal acts of the Russian Federation" and the legal acts adopted in connection therewith (hereinafter the Insider Law).

5.2. Responsibilities of the persons who have access to insider information:

5.2.1. The persons included in the list of insiders of the Company, including the members of the Board of Directors and the members of the Management Board as well as the person discharging the functions of the sole executive body of the Company, the management organization and its officers (if applicable), must observe the restrictions for the conclusion of transactions with securities of PJSC Uralkali and must provide information on their transactions with the securities of the Company and of the facts of execution of any agreements which are derivative financial instruments whose price depends on these securities per the relevant requests that may be sent in compliance with the Insider Law.

5.3. Special aspects of transactions with the securities of the Company concluded by certain categories of insiders

5.3.1. The insiders of the Company indicated under this Clause:

- Members of the Board of Directors of the Company,
- General Director of the Company,
- Members of the Management Board,
- Members of the Revision Commission,
- Deputy Chief Financial Officer (Deputy Director for Economics and Finance), Heads of departments (divisions) – subdivisions of Directorate of Economics and Finance, their deputies, chief accountant, his/her deputy, manager of financial operations,
- Corporate Secretary,
- Secretary of the Board of Directors,
- Head of Department of Internal Audit, Heads of departments – subdivisions of the Department of Internal Audit,

and other employees and individuals having access to the financial results of the Company in the course of discharging their official duties and/or obligations under agreements/contracts with the Company, have the right to conclude transactions with the securities of the Company in compliance with the procedure set forth in this Chapter and with due regard for the imposed restrictions.

5.3.2. Due to the fact that the financial results of the Company comprise information which, if disclosed, may have significant impact on the price of securities of the Company and in order to prevent unlawful utilization of insider information, the Company imposes restrictions on the conclusion of transactions involving the securities of the Company indicated in Clause 5.5 of these Regulations during certain time periods (hereinafter – Closed Periods). Closed Periods are established in relation to publication of the reports/statements prepared in compliance with the Russian Standards of Accounting (hereinafter the

RAS) including the publication of the financial results of the Company for three (3) months and nine (9) months of the financial year and the publication of financial statements prepared in compliance with the International Financial Reporting Standards (hereinafter the IFRS).
5.3.3. The following Closed Periods for transactions with the securities of the Company are established:

Publication of annual statements: the shortest of the following (a) during a 30-day period preceding the date of publication of the annual statements including the date of publication; (b) from the end of the relevant financial year and until the date of publication of annual statements including the date of publication.
Publication of semiannual statements: the shortest of the following (a) during a 30-day period preceding the date of publication of the semiannual statements including the date of publication; (b) from the end of the relevant period and until the date of publication of semiannual statements including the date of publication.
Publication of quarterly statements (if applicable): the shortest of the following: (a) during a 15-day period preceding the date of publication of the quarterly statements including the date of publication; or (b) from the end of the relevant quarter until the date of publication of the quarterly statements including the date of publication.

5.3.4. Having received information on the planned date of publication of the financial statements of the Company from the Director for Economics and Finance, the Corporate Secretary of the Company notifies the insiders indicated in Clause 5.3.1 hereinabove by e-mail of the fact that the Company has entered a Closed Period for transactions involving the securities of the Company.
5.3.5. In cases when events occur in the Company, which, if disclosed, may significantly impact the value of the securities of the Company, the Company may establish additional (special) periods of prohibition to conclude transactions with the securities of the Company (hereinafter – Special Prohibition Periods). The duration of Special Prohibition Periods is determined by the General Director of the Company depending on the date of official disclosure of information on the event. The General Director determines the circle of insiders in relation to whom the Special Prohibition Period applies. Having received appropriate instructions from the General Director, the Corporate Secretary of the Company notifies the insiders indicated by the General Director of the commencement of a Special Prohibition Period to conclude transactions with the securities of the Company by e-mail.
5.3.6. In cases when the insiders indicated in p. 5.3.1 of these Regulations intend to conclude transactions involving the securities of the Company during other periods than the Closed Periods and Special Prohibition Periods indicated under Clause 5.3.2. and 5.3.5 of these Regulations, they must confirm that the Company has not entered a period of prohibition to conclude transactions with its securities in compliance with the procedure specified in the internal regulations of the Company.
5.3.7. If insiders have any questions related to the procedure of entering into transactions with the securities of the Company and/or other questions related to insider information, the insiders may address such questions and concerns to the Designated Person who will provide appropriate explanations.
5.3.8. The restrictions imposed on transactions with securities of the Company under par. 5.3.6. of these Regulations do not apply to:
1) Financing transactions with the securities of the Company pledged as collateral and repo transactions with the securities of the Company;
2) Transactions where the end beneficiary of the securities remains the same;
3) Transactions to purchase the securities of the Company within the framework of an additional issuance of securities of the Company which has been approved by the authorized governance body of the Company;
4) Transactions to purchase/sell the securities of the Company within the framework of conversion, exchange or buyback of the securities of the Company which have been approved by the authorized governance body of the Company or during conversion, exchange or buyback of the securities of the Company conducted within the framework of a mandatory offering or in other cases indicated under the Federal Law “On Joint Stock Companies”;
5) Transactions between insiders and their spouses, parents (including adoptive parents), children (including adopted children), blood brothers and sisters and half brothers and sisters.
5.3.9. The Designated Subdivision must inform the insiders indicated in p. 5.3.1. of these Regulations of the rules set under this Chapter and receive from them a written acknowledgement confirming that they

have read and understood the indicated rules, agree with these rules and undertake to comply with the imposed restrictions.

6. Information disclosure

6.1. The Company carries out mandatory information disclosure in compliance with the procedure and the terms indicated by the laws of the Russian Federation.
The procedure of mandatory information disclosure in the Company is regulated by the Regulations on the procedure of mandatory information disclosure of PJSC Uralkali approved by the General Director of the Company.
6.2. The Board of Directors and the General Director of the Company may establish an additional list of information to be disclosed at the initiative of the Company.
6.3. Officers of the Company responsible for information disclosure may initiative disclosure of other information that may substantially affect the price of the securities of the Company, including the information which is subject to disclosure in other jurisdictions, if applicable.
6.4. When disclosing information in compliance with these Regulations, the Company shall disclose information in the Russian language. The Company may also disclose information in English, if this is permitted by current laws and does not contradict the purpose of disclosure in each specific case. The Company strives to disclose all material and essential information in the Russian and English languages simultaneously.

7. Publication of information on the Internet

On its corporate website – www.uralkali.com – the Company published information on its activities and the activities of its significant subsidiaries, documents, press releases, announcements, news, articles, interviews, advertising and other information.

8. Publication of information in brochures and booklets

The Company orders printing of annual reports and information materials of the Company (brochures, booklets and other materials). Copies of annual reports and the indicated information materials and/or their copies are provided to the shareholders of the Company upon their request within 20 business days of the moment of receipt of the relevant request by the Company; this material will be distributed during public events and is published on the corporate website of the Company.

9. Press conferences, telephone conferences, briefings and meetings with shareholders and other interested parties, participation in activities of international organizations

9.1. The Company provides official commentary to the mass media through the authorized departments of the Company, replies to the questions of the members of the press, organizes interviews, briefings and press conferences with participation of the officers of the Company.
9.2. The Company holds meetings with shareholders (representatives of shareholders), potential investors, and organizes panel discussions with analysts and other interested parties. The Company participates in the work of Russian and international conferences and expos and in the activities of international organizations.
9.3. Representatives of the Company participating in the events where information on the activities of the Company is expected to be disclosed, and the topic of such disclosed information must be approved by the structural subdivisions of the Company which are authorized to liaise with the media, shareholders and investors, state authorities, public organizations and international organizations, and by the head of the antitrust and trade regulation section of the corporate department of the Directorate for Legal and Corporate Affairs.
9.4. Authorized representatives of the Company (from among the employees of the Company) participating in events where information on the activities of the Company is expected to be disclosed bear responsibility for public discourse of information (speeches, commentary, publications etc) which may negatively affect the reputation of the Company.

10. Provision of access to the documents and information of the Company to the shareholders

10.1. The Company provides its shareholders and other stakeholders with access to information which the Company must keep and provide to the persons indicated above in compliance with the laws and (or) legal norms of the Russian Federation.
10.2. The Company makes sure that the information is provided to shareholders in preparation for the general meeting of shareholders in compliance with the procedure and the terms established under the laws of the Russian Federation.
10.3. The Company provides documents for perusal upon written request which must be addressed to the person performing the functions of the sole executive body of the Company (General Director) or to the Chairman of the Board of Directors of the Company.
10.4. The Company provides the shareholders with the requested documents which constitute the information that must be provided to the shareholders in compliance with the law not later than seven days from the date of the relevant request. Perusal of the documents is possible at the location of the executive body of the Company.
10.5. Upon request of a shareholder, the Company will provide him/her with copies (for a fee) of the documents indicated under the law of the Russian Federation. The fee charged by the Company for the making of such copies must not exceed the copying cost normally borne by the Company. The information on the size of the fee charged by the Company is published on the website of the Company – www.uralkali.com.
10.6. The expenses of the Company related to production and forwarding of copies of documents are subject to advance payment. The date of delivery of copies is determined based on the date of full payment of the indicated expenses.
10.7. Access to documents of the Company that contain privileged proprietary information must be provided to an eligible person, if such person signs a non-disclosure agreement in compliance with the form provided in Annex 1 to these Regulations (hereinafter NDA).
The terms of the NDA are published by the Company on its website at: www.uralkali.com.
The period of performance of the obligation to provide access to documents of the Company that contain privileged proprietary information shall be calculated from the following date:

- Date of signature (execution) of an NDA between the Company and the relevant eligible person (in cases when access is provided to a representative of the eligible person – the date of signature (execution) of an NDA by the eligible person and their representative);
- Date when the Company receives a copy of the NDA signed by the eligible person in cases when access is provided to a representative of the eligible person – signed by the eligible person and their representative).

If so requested, the agreement may be signed by the eligible person on the date of perusal of the documents of the Company.
If the Company has not received the agreement, within seven business days from the date of the request, the Company shall send the eligible person that signed the request a notice of the fact that the requested documents of the Company contain privileged proprietary information to which the Company will enclose two copies of an NDA signed by the Company or an electronic form of the NDA (a scan copy of the paper document), if the notice is sent by e-mail or is transferred to the registrar of the Company for subsequent forwarding to a nominal holder that keeps records of the rights of the eligible person to the shares of the Company. The notice with the attached NDA must be sent by the Company using the means of communication indicated in the relevant request.
10.8. The documents of the Company (copies of such documents) containing information that constitutes national secret, proprietary banking information or other secret information protected by the law, except the information indicated in p. 10.7, must be provided by the Company to the relevant eligible person without the information that constitutes a secret protected by the law and with explanations containing a list of excluded information and a description of the reasons why such information is considered protected.

11. Final provisions

These Regulations are approved by the Board of Directors. Any amendments or addenda to these Regulations must be made in compliance with the decisions of the Board of Directors.

Annex 1

To the Regulations on the Information Policy of
PJSC Uralkali

Non-Disclosure Agreement

Berezniki [date]

Public Joint Stock Company Uralkali (hereinafter the ***Transferring Party, Company),*** registered under the laws of the Russian Federation (PSRN 1025901702188), location: Perm Region, Berezniki, represented by [], acting on the basis of [], on one side, and

_____

(full name, passport details for shareholders-natural persons; name, registration information for shareholders- legal entities; if applicable – provide a reference to the authorization documents of the representative (founding documents/details of a power of attorney))

(hereinafter– ***the Receiving Party, Shareholders***), on the other side,

hereinafter together referred to as ***the Parties,*** or as ***Party,*** if mentioned separately,

WHEREAS:

(i) The Shareholder has applied to the Company with a request to provide information in compliance with the provisions of article 91 of the Federal Law No. 208-FZ *On Joint Stock Companies* dated 26.12.1995 (hereinafter the ***JSC Law***),

(ii) The requested information contains Confidential Information (as defined below herein),

The Parties have concluded the present Non-Disclosure Agreement (hereinafter the ***NDA***) in compliance with p. 12 art. 91 of the JSC Law on the following:

Article 1. **Confidential Information**

1.1. The term **"Confidential Information"** used in this NDA means any information that is communicated and/or transferred to the Receiving Party including, but not limited to, information concerning any business activity of the Company, any financial data, business plans, business transactions, scientific, technical, technological, production, financial, economic, organizational and other information (including proprietary production information (know-how)), material information on the activities of the Company, its shares and other securities of the Company and transactions therewith, that is not publicly available and has current or potential value due to the fact that it is not known by third parties and to which there is no free legal access.

1.2. Confidential Information also includes all information obtained from copying, processing, generalizing and analyzing elements of Confidential Information.

1.3. Any information marked as confidential by the Transferring Party or referenced as confidential shall be considered as Confidential Information. For the avoidance of any doubt, if Confidential Information is not defined and/or marked as confidential when transferred to the Receiving Party by the Transferring Party, it shall also be considered as Confidential Information for the purposes of this NDA.

Article 2. Subject Matter

2.1. Pursuant to the terms of this NDA the Transferring Party has the right to transfer Confidential Information to the Receiving Party, and the Receiving Party shall make every effort to protect Confidential Information from disclosure.

2.2. The Receiving Party shall receive information solely for the purpose of exercising the Receiving Party's rights as the Company's shareholder.

2.3. The information under this NDA shall be provided by means of provision of requested documents for perusal or by provision of copies of the requested documents.

2.4. The following information is not subject to protection and non-disclosure in compliance with this NDA:

- information contained in the communications and reports that are officially published by the Company in compliance with current Russian laws;

- information that cannot constitute confidential information in compliance with current Russian laws.

2.5. If access is granted to the insider information of the Transferring Party, the Receiving Party shall observe the requirements of the Federal Law No. 224-FZ "On countermeasures against unlawful utilization of insider information and market manipulation and on amendments to certain legal acts of the Russian Federation and the legal acts adopted in connection therewith" dated 27.07.2010.

Article 3. Obligation Not to Disclose Confidential Information

3.1. The Receiving Party must not disclose Confidential Information to third parties without a preliminary written consent of the Transferring Party, with the exception of the cases indicated in p. 3.3 of this NDA.

3.2. The Receiving Party must not communicate, transfer, otherwise make Confidential Information known or grant its permission to use Confidential Information to any third parties (including, but not limited to, any affiliated persons, representatives and consultants of the Receiving Party) without a preliminary written consent of the Transferring Party. If the Transferring Party provides its consent to the Receiving Party, the Receiving Party must arrange for such third parties to sign a written document undertaking not to disclose information prior to gaining access to Confidential Information. The scope of the indicated obligation not to disclose must be the same or greater than that indicated in the NDA. The Receiving Party must provide the Transferring Party with a copy of the non-disclosure agreement (confidentiality agreement) between the Receiving Party and such third party in a timely fashion.

The Receiving Party shall be liable for any breach of confidentiality in relation to Confidential Information by parties that received Confidential Information from the Receiving Party. The Receiving Party shall be liable for the acts (omissions) of the party to whom the Receiving Party transferred Confidential Information as if such acts (omissions) were committed by the Receiving Party itself.

3.3. Confidential Information may be provided without the consent of the Transferring Party upon request of authorized government bodies, but only to the extent required under current laws. If the Receiving Party receives such a request, the Receiving Party must inform the Transferring Party of this fact within 2 (two) business days from the date of the relevant request.

3.4. Confidential Information shall remain confidential event after it is received by law enforcement agencies or other government bodies as a result of non-illegal actions in relation to Confidential Information.

3.5. The Receiving Party shall immediately inform the Company of all fact of loss of any data storage devices that contain Confidential Information. If it is discovered that Confidential Information was disclosed to third parties, the Receiving Party shall within 1 (one) business days of the date of such discovery inform the Company of the indicated facts in writing and implement measures to reduce damages.

Article 4. Liability and Dispute Resolution

4.1. The Receiving Party shall be liable for confidentiality breaches in relation to Confidential Information in compliance with the laws of the Russian Federation and this NDA and shall compensate the Transferring Party for any losses incurred by the Transferring Party in full, including lost opportunities and profits.

4.2. Should Confidential Information be disclosed to third parties by the Receiving Party without a preliminary written consent of the Transferring Party, the Receiving Party shall pay a penalty to the Transferring Party in the amount of 1,000,000 (one million) rubles for each case of disclosure of Confidential Information. The payment of the indicated penalty shall not relieve the Receiving Party of the obligation to compensate the Transferring Party for any losses caused by the disclosure of Confidential Information to third parties without the relevant consent of the Transferring Party.

4.3. All disputes and disagreements between the Parties in relation to the NDA that cannot be settled in consultations and negotiations shall be submitted to the Arbitration Court of Perm Region. Any relations

of the Parties not regulated under the present NDA shall be regulated by the laws of the Russian Federation.

Article 5. Other Provisions

5.1. The present NDA shall take effect on the date when it is signed by the Parties and shall remain effective for 5 (five) years.

The confidentiality obligations of the parties remain valid and binding for 5 (five) years from the moment when Confidential Information is received or until the moment when Confidential Information becomes public.

5.2. This NDA constitutes the entire agreement of the Parties concerning the subject matter of the NDA. Once this NDA is signed by the Parties, all previous negotiations, agreements, communications and correspondence regarding it shall become null and void.

5.3. None of the Parties has the right to assign its rights or obligations under this NDA to third parties, whether fully or partially, without a preliminary written consent of the other Party hereto.

5.4. Should any provision of this NDA become invalid or unenforceable, this shall not affect the legality and enforceability of the remaining provisions of the NDA or the NDA in its entirety.

5.5. This NDA shall be interpreted and regulated in compliance with the laws of the Russian Federation.

5.6. All notices and communications from one Party to another under this NDA or in connection therewith must be made in writing and must be sent by registered mail, delivered by courier or hand-delivered by an authorized representative to the following addresses:

Transferring Party: 618426, Perm Region, Berezniki, 63 Pyatiletki Street.

Receiving Party: _____

5.7. This NDA was prepared in the Russian language in two copies that are equally legally binding – one copy for each of the Parties.

Article 6. Addresses and Signatures of the Parties

Transferring Party	**Receiving Party**
Public Joint Stock Company Uralkali	Full name/Corporate name:
Address: Perm Region, Berezniki, 63 Pyatiletki Street	Адрес:
PSRN/TIN/RRC: 1025901702188/5911029807/997550001	Passport information /Information on registration (PSRN/TIN/RRC):
_____/ _____	_____/ _____