

APPROVED BY
the General Meeting of Shareholders
of Segezha Group
Public Joint Stock Company
April 9, 2021
Minutes No. 3/21 dated April 13, 2021

**REGULATIONS
ON THE PRESIDENT
of Segezha Group
Public Joint Stock Company**

MOSCOW
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These Regulations on the President of Segezha Group Public Joint Stock Company (hereinafter referred to as the Regulations) were developed in accordance with the laws of the Russian Federation and the Articles of Association of Segezha Group PJSC (hereinafter referred to as the Company). The Regulations are an internal document of the Company governing the activities of its sole executive body (President) and determining the procedure for his/her appointment and termination, rights, duties, responsibilities, liability, and interaction with other management bodies of the Company.

1. General provisions

- 1.1. The President is the permanent sole executive body of the Company, whose main objective is managing the Company's operations in order to ensure the profitability and competitiveness of the Company and its financial and economic stability and safeguarding the rights of shareholders and the social guarantees of the Company's personnel.
- 1.2. The President shall act within the limits of his/her competence and is accountable to the Board of Directors and the General Meeting of Shareholders of the Company.
- 1.3. Resolutions passed by the General Meeting of Shareholders and the Board of Directors of the Company are binding on the President.
- 1.4. The President may not simultaneously be the Chair of the Board of Directors or a member of the Audit and/or Tally Commission of the Company, the Appointment and Remuneration Committee or the Audit Committee.
- 1.5. The President performs the functions of the Chair of the collegial executive body of the Company (the Management Board).
- 1.6. The President may concurrently hold positions in the management bodies of other organizations only with the consent of the Company's Board of Directors.
- 1.7. In his/her activities, the President shall be governed by the Company's Articles of Association, its internal documents, resolutions of the General Meeting of Shareholders and the Board of Directors of the Company, and these Regulations.

2. Procedure for appointment and termination of powers of the General Director

2.1. The person appointed to the position of the President shall have a higher education, be highly qualified, and have at least five (5) years of managerial experience at a major company and an impeccable personal reputation. A person with a prior conviction for crimes in the area of entrepreneurial activity, finance, taxes, or the securities market cannot be appointed to the position of President.

2.2. The appointment of the sole executive body (President) and the early termination of his/her powers fall within the competence of the Company's Board of Directors. The resolution shall be passed by a majority vote of the members of the Board of Directors participating in the meeting.

The President shall be appointed by the Company's Board of Directors for a term of up to three (3) years and may be re-elected an unlimited number of times.

The powers of the President shall arise (cease) from the date specified in the resolution of the Board of Directors of the Company.

Information on election (appointment) or termination of the powers of the President shall be disclosed by the Company in accordance with the procedure established by the legislation of the Russian Federation, as well as by publishing a corresponding press release on the Company's website on the Internet.

2.3. The Company shall enter into an employment contract with the President that defines his/her rights and obligations, liability, the terms for remuneration, the procedure and grounds for termination of the employment contract, and other terms and conditions. The terms of conclusion, modification, and termination of the employment contract with the President of the Company shall be approved by the Board of Directors of the Company.

The employment contract with the President, as well as agreements or other documents on the modification or termination of the employment contract with the President on behalf of the Company, shall be signed by the Chair of the Board of Directors or a person authorized by the Board of Directors of the Company within five (5) days after the date of the relevant resolution of the Board of Directors unless otherwise specified by law or by a resolution of the Board of Directors of the Company.

2.5. Grounds for termination of the powers of the President and termination of the employment contract with him/her shall be, inter alia:

- expiration of the employment contract;
- agreement of the parties;
- early termination of powers by resolution of the Company's Board of Directors;
- termination of the employment contract at the initiative of the President, provided that he/she sends a written notice to the Company no later than thirty (30) days prior to the expected date of termination of the employment contract;
- circumstances beyond the will of the parties;
- a court decision;

- other grounds provided for by the employment contract of the President and/or the laws of the Russian Federation.

2.6. In the event of early termination of an employment contract with the President as a result of a relevant resolution by the authorized management body of the Company, in the absence of wrongful actions (omission) of the President, the President may be paid compensation in the amount determined by the employment contract entered into with him/her or the laws of the Russian Federation.

3. Rights and duties of the President

3.1. The President must:

- raise matters before the Board of Directors in a timely manner regarding the need to pass a resolution whose adoption, in accordance with the legislation of the Russian Federation and the Company's Articles of Association, is within the competence of the Board of Directors or the General Meeting of Shareholders of the Company;
- report to the Board of Directors on his/her activities;
- act in the interests of the Company and exercise his/her rights and perform his/her duties in respect of the Company reasonably and in good faith;
- implement resolutions of the General Meeting of Shareholders, the Board of Directors, and the Audit Commission of the Company adopted within the competence of these bodies;
- arrange the efficient work of the collegial executive body (Management Board) and monitor the implementation of resolutions made by the Management Board;
- use the property and non-property rights held by the Company only to achieve the goals of the Company's activities;
- be loyal to the Company;
- avoid disclosing to third parties any information of an economic, technical, organizational, legal or other nature about the Company's activities that constitute a commercial secret, and avoid disclosing or using the Company's insider information for personal gain or in the interests of third parties;
- inform the Company about his/her affiliates, as well as about the fact of changes in their composition;
- coordinate the concurrent holding of positions in the management bodies of other organizations or self-employment with the Board of Directors, as well as participation in the capital of other companies or organizations competing with the Company;
- implement orders, assignments, directives, and instructions of the Chair of the Company's Board of Directors;
- provide the necessary information at the request of the Chair of the Company's Board of Directors;
- agree in advance with the Chair of the Board of Directors in writing on the duration and dates of his/her business trips and the order, duration and dates of his/her departure for vacation and return from vacation before including this information in the vacation schedule, including any changes in the order and dates of his/her departure for vacation and return from it.
- perform other duties as assigned to him/her by the Articles of Association and other internal documents of the Company.

3.2. The President of the Company has the right to:

- request and receive any information and documentation about the Company's activities;
- first signature of all financial documents;
- give incentives to distinguished employees;
- impose material and disciplinary on employees who have violated production and labor discipline, as well as those guilty of causing material damage;
- compensation for transportation, hospitality, travel, and other expenses that they have incurred in the course of performing his/her duties.

The President enjoys social benefits and guarantees provided for by the current legislation, internal documents of the Company, and the Employment Contract concluded with him/her.

3.3. The President may not establish or take part (acquire stock or shares) in organizations competing with the Company.

3.4. The President may not hold other paid positions in state or public bodies or in other enterprises, institutions or organizations, except for teaching, scientific, and other creative activities.

3.5. Neither the President nor his/her affiliates may accept gifts or other direct or indirect benefits intended to encourage the President to make a specific business decision.

3.6. The President shall notify the Company's Board of Directors of the quantity of securities in the Company or its subsidiaries and affiliates he/she owns and of his/her intention to perform transactions with shares in the Company or its subsidiaries and affiliates, as well as of the fact of acquisition (disposal) of such stocks or shares. The Company's internal documents may set additional restrictions on the President's transactions with securities of the Company and subsidiaries and affiliates of the Company. The President may not perform transactions using insider information for personal gain.

4. Competence of the President

4.1. The competence of the President of the Company includes all matters related to management of the Company's day-to-day operations, as defined by the Articles of Association, with the exception of matters related to the competence of the General Meeting of Shareholders and the Board of Directors of the Company.

4.2. The President shall arrange for the implementation of resolutions adopted by the Company's General Meeting of Shareholders and the Board of Directors.

4.3. The President shall act on behalf of the Company without a power of attorney and represent its interests in relations with any persons on any range of matters, including representing and defending the Company's interests before government bodies and in court.

4.4. The President must not assume any obligations or take any steps that may lead to a conflict of the interests of the President, the Company, and its shareholders.

4.5. Within the limits of the powers assigned to him/her, the President shall issue Orders and give instructions that are binding for all employees of the Company.

5. Liability of the President

5.1. The President's nonperformance or improper performance of his/her duties of may serve as a basis for early termination of the Employment Contract at the initiative of the Company.

5.2. The President shall bear civil, material, disciplinary, and other liability for violation of his/her obligations, as well as for losses of the Company caused through his/her fault in accordance with the legislation of the Russian Federation. The amount of liability of the General Director to the Company for losses caused to the latter through his/her wrongful actions (omissions) shall be determined in accordance with the legislation of the Russian Federation.

6. Revision of the Regulations on the President

6.1. These Regulations shall come into force from the moment of its approval by the General Meeting of Shareholders of the Company. Revisions to these Regulations shall be made by a resolution of the General Meeting of Shareholders of the Company.

6.2. If the provisions of these Regulations come into conflict with the requirements of the laws of the Russian Federation, the provisions of the laws of the Russian Federation shall apply. In this case, these Regulations shall remain effective to the extent that they do not contradict the laws of the Russian Federation.

6.3. If the Company acquires public status, these Regulations shall remain in effect.