

EXHIBIT A

**FORM OF CERTIFICATE TO BE DELIVERED IN CONNECTION WITH
TRANSFERS OF NOTES
PURSUANT TO REGULATION S
TO PERMIT REMOVAL OF THE RULE 144A LEGEND
MMC FINANCE D.A.C. (the “Issuer”)**

U.S.\$750,000,000

3.375 per cent. Loan Participation Notes due 2024 (the “Notes”)

issued by

MMC Finance D.A.C.

on a limited recourse basis for the sole purpose of financing a loan to
PJSC MMC Norilsk Nickel (“NN”)

[DATE]

In connection with our transfer of U.S.\$[] principal amount of Notes, we confirm that such transfer has been effected pursuant to and in accordance with Regulation S under the U.S. Securities Act of 1933 (the “**Securities Act**”), and, accordingly, we represent that:

- 1** the Notes and the Loan were offered and sold in an offshore transaction to a person who is not a U.S. person within the meaning of Rule 902 of Regulation S;
- 2** no directed selling efforts have been made in the United States within the meaning of Rule 902 of Regulation S, as applicable;
- 3** the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and
- 4** we have notified the transferee that at the time of its purchase and throughout the period it holds such Notes or any interest therein (a) it may not be a Benefit Plan Investor (as defined in Section 3(42) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”)), (b) if it is a governmental, church or non-U.S. plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “**Code**”) or any entity whose assets are treated as assets of any such plan, the purchase and holding of the Notes or any interest therein (x) must not violate any statute, regulation, administrative decision, policy or any other legal authority applicable to such plan, (y) and must not subject the Issuer to any such statute, regulation, administrative decision, policy or other legal authority, and (c) it must not sell or otherwise transfer any such Note or interest to any person without first obtaining these same foregoing deemed representations, warranties and agreements. “Benefit Plan Investors” include (1) any employee benefit plan (as defined in Section 3(3) of ERISA), that is subject to Part 4 of Subtitle B of Title I of ERISA, (2) any plan to which Section 4975 of the Code applies, including, without limitation, individual retirement accounts and Keogh plans (each of (1) and (2) a “**Plan**”), and (3) any entity whose underlying assets include plan assets by reason of a Plan’s investment in the entity pursuant to the Plan Asset Regulation issued by the United States Department of Labor, 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (including, for this purpose, the general account of an insurance company, any of the underlying assets of which constitute “plan assets” under section 401(c) of ERISA, or a wholly-owned subsidiary thereof).

In addition, if the undersigned is an officer or director of the Issuer, or a distributor or any affiliate of the Issuer, such sale is made in accordance with the applicable provisions of Rule 904(b)(2) of Regulation S. Accordingly, we request that you issue Notes which do not bear the Rule 144A Legend (as defined in the Trust Deed dated 28 October 2019 constituting the Notes).

[Details of the relevant accounts at Euroclear Bank SA/NV or Clearstream Banking S.A., as the case may be, and The Depository Trust Company to be credited and debited, respectively, are as follows: [insert details]]

In connection with such request, we hereby certify that such transfer has been effected in accordance with the transfer restrictions set forth in the Notes.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer and NN. Terms used in this certificate have the meanings set forth in Regulation S.

[Name of Transferor]

By: _____

Authorised Signatory

EXHIBIT B

FORM OF CERTIFICATE TO BE DELIVERED BY TRANSFEROR IN CONNECTION WITH TRANSFERS OF NOTES PURSUANT TO RULE 144A TO REQUEST ADDITION OF THE RULE 144A LEGEND

MMC Finance D.A.C. (the “Issuer”)

U.S.\$750,000,000

3.375 per cent. Loan Participation Notes due 2024

issued by

MMC Finance D.A.C.

on a limited recourse basis for the sole purpose of financing a loan to
PJSC MMC Norilsk Nickel (“**NN**”)

[DATE]

Reference is hereby made to the trust deed dated 28 October 2019 (the “**Trust Deed**”) in relation to the issue of 3.375 per cent. Loan Participation Notes due 2024 issued by the Issuer (the “**Notes**”). Terms used herein and defined in the Trust Deed are used herein as so defined. Other terms have the meaning given to them in Regulation S.

This letter relates to U.S.\$[] principal amount of Notes which are held in the form of a Note which does not bear the Rule 144A Legend (as defined in the Trust Deed constituting the Notes) in the name of [transferor] (the “**Transferor**”). The Transferor has requested an exchange or transfer of such beneficial interest in the Notes for an interest in a Note bearing the Rule 144A Legend.

In connection with such request, and in respect of such Notes, the Transferor acknowledges (or if the Transferor is acting for the account of another person, such person has confirmed to the Transferor that it acknowledges), that such Notes have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”), and that the Issuer has not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940 (the “**Investment Company Act**”), and the Transferor hereby certifies that such transfer has been effected (i) in accordance with the transfer restrictions set forth in the Notes (ii) in a transaction meeting the requirements of Rule 144A under the Securities Act and Section 3(c)(7) under the Investment Company Act (iii) to a transferee that the Transferor reasonably believes is a “qualified institutional buyer” within the meaning of Rule 144A (a “**QIB**”) that is a “qualified purchaser” within the meaning of Section 2(a)(51)(A) of the Investment Company Act (“**QP**”), that is acquiring not less than U.S.\$200,000 in principal amount of the Notes for its own account or for the account of one or more QIBs each of which is also a QP that is acquiring not less than U.S.\$200,000 principal amount of Notes and (iv) in accordance with applicable securities laws of any state of the United States or any other jurisdiction.

The Transferor does hereby certify that such transfer has been effected pursuant to and in accordance with Rule 144A under the Securities Act and in reliance on Section 3(c)(7) of the Investment Company Act, and accordingly the Transferor does hereby further certify that the beneficial interests in the Notes are being transferred to a person that the Transferor reasonably believes:

- 1** is (a) a QIB that is also a QP, (b) acquiring such Notes for its own account or for the account of one or more QIBs each of which is also a QP and that, in each case, is purchasing not less than U.S.\$200,000 principal amount of Notes and (c) aware, and each

beneficial owner of such Notes has been advised, that the sale of such Notes to it is being made in reliance on Rule 144A;

- 2 (a) is not a broker-dealer that owns and invests on a discretionary basis less than U.S.\$25 million in securities of unaffiliated issuers, (b) is not a participant-directed employee plan, such as a 401(k) plan, (c) was not formed for the purpose of investing in the Notes or the Issuer and (d) understands that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositories;
- 3 understands that such Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB that is also a QP purchasing for its own account or for the account of one or more QIBs each of which is also a QP, and in an amount for each account of not less than U.S.\$200,000 principal amount of Notes or (b) in an offshore transaction to a person who is not a U.S. person in accordance with Rule 903 or Rule 904 of Regulation S, and in each case in accordance with any applicable securities laws of any State of the United States;
- 4 understands that if a beneficial owner of Notes who is required to be a QIB who is also a QP within the meaning of Section 2(a)(51)(A) under the Investment Company Act is at any time not such a QIB who is also a QP, the Issuer may (i) compel such beneficial owner to sell its Notes to a person who is not a U.S. person in an offshore transaction within the meaning of Regulation S under the Securities Act or who is a QIB who is also a QP and who is in each case otherwise qualified to purchase such Notes in a transaction exempt from registration under the Securities Act or (ii) compel the beneficial owner to sell such Notes to the Issuer or an affiliate of the Issuer at a price equal to the least of (x) the purchase price paid by the beneficial owner for such Notes, (y) 100 per cent. of the principal amount thereof or (z) the fair market value thereof. The Issuer has the right to refuse to honour the transfer of Notes to a person who is not a QIB and a QP;
- 5 acknowledges that, prior to any transfer of Rule 144A Definitive Certificates or of beneficial interests in the Global Certificates, the holder of Rule 144A Definitive Certificates or the holder of beneficial interests in Global Certificates, as the case may be, will be required to provide certifications and other documentation relating to the manner of such transfer and submit such certifications and other documentation as provided in the Trust Deed; and
- 6 understands and acknowledges that its purchase, holding and disposition of such Notes constitutes a representation and agreement by it that at the time of purchase and throughout the period it holds such Notes or any interest therein (1) either (i) it is not, and is not acting on behalf of (and for so long as it holds such Notes (or any interest therein) will not be, or be acting on behalf of), a Benefit Plan Investor (as defined in Section 3(42) of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA") or a governmental, church or non-U.S. plan which is subject to any federal, state, local, non-U.S. or other laws or regulations that are substantially similar to the fiduciary responsibility and/or the prohibited transaction provisions of ERISA and/or Section 4975 of the United States Internal Revenue Code of 1986, as amended (the "Code") ("Similar Laws") and/or laws or regulations that provide that the assets of the Issuer could be deemed to include "plan assets" of such plan under the Plan Assets Regulation issued by the United States Department of Labor, 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise, and no part of the assets used by it to purchase or hold such Note or any interest therein constitutes the assets of such Benefit Plan Investor

or such plan, or (ii) it is, or is acting on behalf of, a governmental, church or non-U.S. plan, and such purchase or holding of such Note does not and will not result in a non exempt violation of any Similar Laws, and will not subject the Issuer to any laws, rules or regulations applicable to such plan solely as a result of the investment in the Issuer by such plan; and (2) it will not sell or otherwise transfer any note or interest therein to any person without first obtaining these same foregoing representations, warranties and covenants from that person with respect to its acquisition, holding and disposition of such Note.

It acknowledges that the Issuer, NN, the Registrar and their respective affiliates, and others will rely upon the truth and accuracy of the above acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Rule 144A Notes is no longer accurate, it shall promptly notify the Issuer and NN. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account, and that it has full power to make the above acknowledgements, representations and agreements on behalf of each such account.

In addition, the Transferor does hereby certify that (i) the Transferor has provided notice of these restrictions to the Transferee, (ii) the Transferee has confirmed to the Transferor that it acknowledges that the Issuer, NN, the Registrar and their respective affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its transfer of Notes pursuant to Rule 144A is no longer accurate, its shall promptly notify the Issuer and that if the Transferee is acquiring any Notes for the account of one or more persons, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account and (iii) the Transferor will provide any purchaser from it of the Notes notice of the transfer restrictions set forth above.

[Details of the relevant accounts at Euroclear Bank SA/NV or Clearstream Banking S.A., as the case may be, and The Depository Trust Company to be credited and debited, respectively, are as follows [insert details]]

We hereby request that you issue Notes which bear the Rule 144A Legend.

We understand that this certificate is required in connection with certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorise you to produce this certificate to any interested party in such proceedings.

Yours faithfully,

[Insert name of Transferor]

By: _____
Authorised Signatory

Date: _____