

## ELIGIBILITY INSTRUCTION

*This is an Eligibility Instruction to be completed as specified in the deed poll dated 25 October 2022 and granted by Ozon Holdings PLC (the “Deed Poll”). Capitalised terms used herein and not defined otherwise shall have the meaning ascribed to them in the Deed Poll or the Memorandum (as defined in the Deed Poll).*

*The completed Eligibility Instruction should be sent to the Company along with a proof of holding as of 26 September 2022 (the “**Record Date**”). Acceptable forms of proof of holding may include (i) a Statement of Account for the Purpose of Proof of Holding (a **STAC**) or screenshot from Euroclear or Clearstream, Luxembourg, or (ii) a statement of account from a Direct Participant, (iii) a statement of account or holdings reports from such other intermediary (including brokers, depositories, custodians and sub-custodians) being the immediate custodian of the account where the relevant Bonds are being held by the Payee submitting the Eligibility Instruction as long as in each case (x) such provision of a statement of account or holdings reports would not result in a violation of Sanctions by any person and, (y) each acceptable form of proof of holding confirms (a) if applicable, the Euroclear or Clearstream, Luxembourg Direct Participant name and account number, (b) the full name or legal entity name of the Payee, (c) the security and/or ISIN held, and (d) the aggregate amount of the Bonds held. For the avoidance of doubt, obtaining evidence as described in this provision must comply with Sanctions. Payees should contact their Direct Participant, bank, securities broker or other intermediary through which they hold their respective Bonds to obtain proof of holding as of the Record Date.*

**DELIVERY OF THIS ELIGIBILITY INSTRUCTION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS ELIGIBILITY INSTRUCTION SHOULD BE READ CAREFULLY BEFORE THIS ELIGIBILITY INSTRUCTION IS COMPLETED.**

## ELIGIBILITY

All capitalised terms used herein but not defined herein have the meaning ascribed to them in the Memorandum or the Deed Poll. The undersigned hereby represents and warrants that the undersigned is a Payee as indicated below and has full power and authority to take the action indicated below.

By delivering or submitting, or arranging for delivery or submission of, an Eligibility Instruction in accordance with the procedures described herein, a Payee shall, in each case, be deemed to agree, and acknowledge, represent, warrant and undertake, for and on behalf of itself to the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar, the Information, Tabulation and Settlement Agent, and where referred to below, the Ad Hoc Group or its members and/or the Consenting Bondholder, the following, at the time of (i) delivery of such Eligibility Instructions, (ii) the date of payment to the undersigned of the Cash Redemption Amount and (iii) with respect to clause (p) below, on each day until (and including) the date of payment to the undersigned of the Cash Redemption Amount that:

- (a) it and its nominee (where applicable and excluding, for the avoidance of doubt, any custodian which does not have any beneficial interest in the Bonds) have reviewed the Memorandum, understand and accept the terms, conditions, risk factors and other considerations and implications of the Consents and Amendments, and have undertaken an appropriate analysis of the implications of the Consents and Amendments without reliance on the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar or the Information, Tabulation and Settlement Agent, the Ad Hoc Group or the Consenting Bondholders or any of their respective affiliates, directors, officers, employees or agents;
- (b) it and its nominee (where applicable and excluding, for the avoidance of doubt, any custodian which does not have any beneficial interest in the Bonds) are assuming all the risks inherent in the Consents and Amendments and have undertaken all the appropriate analyses of the implications of the Consents and Amendments without reliance on the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar or the Information, Tabulation and Settlement Agent, the Ad Hoc Group or the Consenting Bondholders or any of their respective affiliates, directors, officers, employees or agents;
- (c) it shall indemnify each of the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar and the Information, Tabulation and Settlement Agent and any of their respective affiliates, directors, officers, employees or agents, against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given pursuant to, the Consents and Amendments, the Deed Poll or this Eligibility Instruction by such Payee or its nominee (where applicable);
- (d) it acknowledges that the Cash Redemption Amount shall only be payable to the Bondholder as of the Record Date in accordance with the Deed Poll;
- (e) it acknowledges that it or its nominee (if any) will be paid the Cash Redemption Amount to the account specified for such purpose in these Eligibility Instructions and in each case only in compliance with Sanctions, including blocking/freezing requirements;

- (f) it and its nominee (where applicable) agrees to ratify and confirm each and every act or thing that may be done or effected by the Issuer, or any of their respective directors or any person nominated by the Issuer, in the proper exercise of his or her powers and/or authority under the Consents and Amendments, the Deed Poll or hereunder;
- (g) it has (and its nominee (where applicable) has), upon request, executed and delivered any additional documents and/or done such other things deemed by the Issuer to be necessary or desirable to effect delivery of the undersigned's Eligibility Instructions or to evidence such power and authority;
- (h) it has (and its nominee (where applicable) has) observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it, in each respect, in connection with the Deed Poll, in any jurisdiction and that it has not taken or omitted to take any action in breach of these representations;
- (i) this Eligibility Instruction is being submitted in compliance with all applicable law and/or regulations of the jurisdiction in which the Payee is located and/or in which it is resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with this Eligibility Instruction;
- (j) it hereby acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of the payment or receipt of the Cash Redemption Amount, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent the Registrar, the Information, Tabulation and Settlement Agent, the Consenting Bondholders, or any of their affiliates, directors, employees or agents or any other person in respect of such taxes and/or payments;
- (k) it and its nominee (where applicable) acknowledges that none of the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar or the Information, Tabulation and Settlement Agent, the Ad Hoc Group or the Consenting Bondholders or any of their respective affiliates, directors, officers, employees or agents has given it any information with respect to the Consents and Amendments or the Deed Poll save, in the case of the Issuer, as expressly set out in the Memorandum, the Lock-Up Agreement and any notice in relation thereto;
- (l) it and its nominee (where applicable) acknowledges that none of the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar, the Consenting Bondholders, the Ad Hoc Group or its members or any of their respective affiliates, directors, officers, employees or agents shall be responsible for verifying the identity of any Payees giving an Eligibility Instruction or any other notice or communication under these terms and none of the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar, the Ad Hoc Group or the Consenting Bondholders or any of their respective affiliates, directors, officers, employees or agents shall incur any liability in respect thereof;
- (m) it and its nominee (where applicable) acknowledges that none of the Principal Paying, Transfer and Conversion Agent or the Registrar shall have any liability for any action or omission of any other party in relation to the Consents and Amendments;

- (n) either (i) it and its nominee (if any) and any beneficial owners of Bonds it represents are QIBs, or (ii) it and its nominee (if any) is not a U.S. person (as defined in Regulation S under the Securities Act) and is not acting for the account or benefit of any U.S. person, and that it and its nominee (if any) is not located in the United States;
- (o) it and its nominee (if any) is not located or resident in the United Kingdom or, if it or its nominee (if any) is located or resident in the United Kingdom, they are a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the “**Financial Promotion Order**”) or within Article 43 of the Financial Promotion Order, or to whom this Memorandum and any other documents or materials relating to this Memorandum may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
- (p) it, the person(s) having a substantial influence over it up to the ultimate beneficial owners, and each of their officers or directors (i) is not, and is not acting for or on behalf of, or at the direction of, a Sanctioned Person, (ii) has complied with all Sanctions in connection with the Consents and Amendments and has not taken or omitted to take any action in breach of these representations or which will or may result in the Issuer or any other person acting in breach of Sanctions in connection with the Consents and Amendments and/or the Deed Poll and (iii) has submitted this Eligibility Instruction in compliance with Sanctions;
- (q) it shall promptly provide, and shall cause its nominee (if any) to promptly provide to the Issuer: (1) identification information for it and its nominee (if any); (2) identification information for any Persons who own, directly or indirectly, control, or is the ultimate beneficiary of, in each case, 10% or more of the shares of it or its nominee (if any); and (3) such other information or documentation that the Issuer reasonably requests for any “know your customer” or other anti-money laundering checks to be completed or to otherwise support compliance with Sanctions by any Person (including the Issuer, the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar, the Information, Tabulation and Settlement Agent, the Consenting Bondholders, the Ad Hoc Group or any of their respective affiliates, directors, officers, employees or agents), in each case such KYC information to be provided on a strictly confidential basis;
- (r) it shall notify the Issuer if at any time during the intervening period between the date of the Eligibility Instructions and the date on which it receives the Cash Redemption Amount it or its nominee (where applicable) would not be able to repeat the representation, warranty and undertaking in paragraph (p); and
- (s) as of the Record Date, it was the Bondholder,

Each Payee and Issuer acknowledge and agree that notwithstanding the above representations, all activities, transactions and other dealings contemplated pursuant to the Deed Poll shall be carried out in compliance with Sanctions. Nothing in the Deed Poll, and no representation given hereunder or pursuant to an Eligibility Instruction, will require any Payee or other person to take any action which such Payee or other person determines is prohibited or otherwise restricted by Sanctions or any other law, rule or regulation (including, without limitation, any actions that would be contrary to the duties of directors), or by any order or direction of any governmental or regulatory authority or Sanctions Authority. The Issuer shall not take any action that would result in a violation of Sanctions by any person.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary to complete the undersigned's Eligibility Instruction.

The undersigned acknowledges that the undersigned must comply with the provisions of this Eligibility Instruction, and complete the information required herein.

Please list on the Eligibility Instructions Table below the principal amount of Bonds for which Eligibility Instructions are given. If the space provided below is inadequate, list the aggregate principal amounts and indicate whether Eligibility Instructions with respect to such Bonds are given on separate signed schedules and affix such schedules to this Eligibility Instruction.

DESCRIPTION OF BONDS		
Name of Payee	Direct Participant Name	Direct Participant Clearing System Account Number

**PLEASE CHECK ONE OF THE FOLLOWING**

- The bank account details provided below are for the Payee’s own account
- The bank account details provided below are for the Payee’s affiliate that has been appointed by the Payee to act as its nominee

**PLEASE CHECK ONE OF THE FOLLOWING**

- The undersigned and its nominee (if any) and/or any beneficial owners of Bonds the undersigned represents are QIBs
- The undersigned and its nominee (if any) and any beneficial owners of Bonds the undersigned represents are not U.S. person (as defined in Regulation S under the Securities Act) and are not acting for the account or benefit of any U.S. person, and the undersigned and its nominee (if any) are not located in the United States

## CASH TRANSFER INSTRUCTIONS

To be completed with USD bank account details for payment of the Cash Redemption Amount

(Please Print)

Bank Name: \_\_\_\_\_

ABA Number: \_\_\_\_\_

Swift Code: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

FFC Account Name: \_\_\_\_\_

FFC Account Number: \_\_\_\_\_

IBAN: \_\_\_\_\_

Reference: \_\_\_\_\_

**SIGN HERE**

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Signature(s) of Payee

Date:

Full Name(s) of Payee:

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(Please Print)

Capacity (full title):

Email:

Telephone No. (with country  
code):

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