

**DATED** 1 June **2022**

**BETWEEN**

**OZON HOLDINGS PLC**

**AND**

**CERTAIN ENTITIES AS THE ORIGINAL CONSENTING BONDHOLDERS**

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**RUSSIAN STANDSTILL AGREEMENT  
RELATING TO THE U.S.\$750 MILLION 1.875 per cent  
CONVERTIBLE BONDS DUE 2026**

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THIS AGREEMENT (the “Agreement”) is dated 1 June 2022 and made between:

- (1) **OZON HOLDINGS PLC**, a company incorporated under the laws of the Republic of Cyprus, with its registered office at Capital Center, 9th Floor, 2-4 Arch. Makarios III Ave, Nicosia 1065, Cyprus (the “Issuer”); and
- (2) **THE ORIGINAL CONSENTING BONDHOLDERS** listed in the signature pages to this Agreement.

IT IS AGREED, in consideration of the promises and mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by each Party, as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless a contrary indication appears, a term defined in the Trust Deed (as defined below) or in the terms and conditions of the Bonds (set out in the Trust Deed) has the same meaning in this Agreement. In addition, the following capitalised terms used in this Agreement shall have the following meanings:

“ <b>Additional Consenting Bondholder</b> ”	means each Bondholder (other than an Original Consenting Bondholder) which has agreed to be bound by the terms of this Agreement as a Consenting Bondholder in accordance with Clause 5.
“ <b>Ad Hoc Group</b> ”	means the ad hoc group of unaffiliated Bondholders formed for the purposes of considering and negotiating the Proposed Restructuring and which has retained Akin Gump Strauss Hauer & Feld LLP and Houlihan Lokey EMEA, LLP in their respective capacities as legal and financial advisors.
“ <b>Advisor</b> ”	means any professional advisor, including, without limitation, a legal or financial advisor or external auditor.
“ <b>Agreement</b> ”	means this agreement.
“ <b>Bondholder</b> ”	means either (i) a legal and/or beneficial owner of any of the Bonds, or (ii) an investment manager for, or Advisor to, discretionary accounts or funds that are a legal and/or beneficial owner of any of the Bonds; or (iii) any successor thereof.
“ <b>Bondholder Accession Deed</b> ”	means an accession letter substantially in the form set out in Schedule 1 ( <i>Form of Bondholder Accession Deed</i> ).

<b>“Clearing Systems”</b>	means DTC, Euroclear Bank S.A./N.V. and Clearstream Banking, <i>société anonyme</i> .
<b>“Consenting Bondholder”</b>	means each Original Consenting Bondholder and each Additional Consenting Bondholder which has executed and delivered a Bondholder Accession Deed to the Issuer in accordance with Clause 5, but excluding those Bondholders who have been discharged from their obligations under this Agreement pursuant to Clause 5.4.1; provided that any Sanctioned Bondholder shall be deemed to not be a Consenting Bondholder.
<b>“Effective Date”</b>	has the meaning given to it under Clause 2.1 of this Agreement.
<b>“Enforcement Action”</b>	means a creditor taking any step to enforce any rights under the terms and conditions of the Trust Deed or the Bonds or any other indebtedness owed by any Group Company, including, but not limited to: <ul style="list-style-type: none"><li>(a) demanding payment, declaring prematurely due and payable or otherwise seeking to accelerate payment of, placing on demand, demanding cash cover or requiring any Group Company to pay, repay, prepay, discharge, redeem, purchase or acquire all or any part of the Bonds or other indebtedness owed to the relevant creditor by any Group Company under the relevant documents;</li><li>(b) exercising or enforcing any right under any guarantee or any security interest, exercising any right of appropriation, attachment, set-off (save as required by law), any right of combination of accounts or direct debit, making a counterclaim or otherwise in order to discharge any amount arising under the terms of the Trust Deed or any document related to any other indebtedness of any Group Company;</li><li>(c) taking any legal action against any director, officer or agent of any Group Company with respect to any Relevant Default or non-payment or other events of default under the terms of any indebtedness of any Group Company;</li></ul>

- (d) petitioning for (or taking or supporting any other formal step which may lead to) any action, legal process (including legal proceedings, execution, distress or diligence) or other procedure or step being taken in relation to any Group Company with respect to any examinership, insolvency or winding up proceedings;
- (e) suing, claiming or instituting or continuing any legal process (including legal proceedings, arbitration, attachment, execution, distress or diligence) against any Group Company in respect of the Bonds or any of their other indebtedness or all or any part of its assets;
- (f) issuing instructions to any other person to take any action in respect of paragraphs (a) to (e) above; and/or
- (g) assisting or supporting any person in connection with (or procuring that any other person takes, assists or supports) any action in respect of paragraphs (a) to (f) above.

**“Group”**

means the Issuer and any of its Subsidiaries, and **“Group Company”** shall mean any member of the Group.

**“Insolvency Event”**

means (1) any corporate action, legal proceeding or other procedure or step which is taken in relation to:

- (a) a composition, compromise, assignment or arrangement with creditors generally by the Issuer or its Material Subsidiaries resulting from actual or anticipated financial difficulties;
- (b) a moratorium of any indebtedness, bankruptcy, striking off the register of companies (except in relation to any step or procedure initiated by the registrar of companies in Cyprus in relation to a Material Subsidiary and any procedural default or technical omission of the Material Subsidiary for which the rectification period has not expired), winding-up, dissolution, examinership,

administration or reorganisation, in each case, in respect of the Issuer, its Material Subsidiaries or all or a material part of their respective assets;

- (c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, receiver and manager, administrator, examiner, compulsory manager or similar officer or person in any other jurisdiction (in each case, whether out of court or otherwise) in respect of the Issuer, its Material Subsidiaries or all or a material part of their respective assets; or
- (d) any procedure analogous to those referred to in subparagraphs (a) to (c) in any jurisdiction,

and for the avoidance of doubt shall exclude any arrangement, reorganisation or restructuring pursued by the Issuer in order to implement the Proposed Restructuring, including, but not limited to, a Scheme, or (2) an order under section 202F(1)(b) of the Cyprus Companies Law, Cap. 113 (as amended) has been issued with respect to the Issuer or its Material Subsidiaries.

**“Long-Stop Date”**

means 90 calendar days from the date that the ‘Original Consenting Bondholders’ (as such term is defined in the Non-Russian Standstill Agreement) have executed the Non-Russian Standstill Agreement or any later date agreed by the Required Consenting Bondholders, provided that for the purposes of this definition only the percentage of Consenting Bondholders in the definition of “Required Consenting Bondholders” shall be replaced with 75%.

**“Non-Russian Bondholder”**

means any Bondholder who is not a Russian Bondholder.

**“Non-Russian Consenting Bondholder”**

means each Non-Russian Bondholder which has executed and delivered the Non-Russian Standstill Agreement (or an accession thereto) to the Issuer in accordance with the terms thereof), but excluding those Non-Russian Bondholders who have been discharged from their obligations under the Non-Russian Standstill Agreement pursuant to the terms thereof; provided that

	any Sanctioned Bondholder shall be deemed to not be a Non-Russian Consenting Bondholder.
<b>“Non-Russian Standstill Agreement”</b>	means a standstill agreement in form and substance substantially similar to this Agreement between the Issuer and the Non-Russian Consenting Bondholders.
<b>“Original Consenting Bondholder”</b>	means each Bondholder (other than an Additional Consenting Bondholder) which has agreed to be bound by the terms of this Agreement on the Effective Date, but excluding those Bondholders who have been discharged from their obligations under this Agreement pursuant to Clause 5.4.1; provided that any Sanctioned Bondholder shall be deemed to not be an Original Consenting Bondholder.
<b>“outstanding”</b>	shall have the meaning given to such term in the Trust Deed.
<b>“Party”</b>	means a party to this Agreement.
<b>“Proposed Restructuring”</b>	means a consensual restructuring by the Issuer of its indebtedness under the Bonds on such terms as may be agreed between the Issuer and the Ad Hoc Group, which may be implemented via consent solicitation, Scheme or otherwise and which shall in all respects comply with Sanctions, including obtaining authorizations or licenses if necessary.
<b>“Put Date”</b>	means May 31, 2022.
<b>“Qualified Market Maker”</b>	means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers, and sell to customers, Bonds (or enter with customers into long and short positions in respect of the Bonds, in its capacity as a dealer or market-maker in the Bonds); and (b) is, in fact, regularly in the business of making a two-way market in the Bonds.
<b>“Relevant Default”</b>	means any of the events listed under Clauses 3.1.1 to 3.1.3 (inclusive).
<b>“Required Consenting Bondholders”</b>	means, on any date, the Consenting Bondholders who hold more than 50% of the aggregate holdings of all Bonds held by all Consenting Bondholders at such date; provided that Bonds held by Sanctioned Bondholders shall be disregarded in determining Required Consenting Bondholders; provided further that Bonds

held by any Consenting Bondholder that takes any Enforcement Action in breach of the provisions of this Agreement shall be disregarded in determining Required Consenting Bondholders.

**“Restructuring Effective Date”** means the date on which the Proposed Restructuring in respect of any and all indebtedness outstanding under the Bonds has been implemented either as a result of the documents setting out the terms of the Proposed Restructuring having been signed by the relevant parties or any court decision effecting the Proposed Restructuring becoming effective and, in each case, any conditions thereunder having been met.

**“Russian Bondholder”** means any Bondholder that is (a) formed, organized, or existing under the laws of Russia; (b) an individual ordinarily resident in Russia; or (c) 50% or more owned by, controlled by, acting on behalf of, or at the direction of, in each case, individually or in the aggregate, a Person(s) described under clause (a) and/or (b).

**“Sanctioned Bondholder”** means any Bondholder (a) that is listed on any Sanctions List, or is otherwise the target of any Sanctions (including, without limitation, by reason of ownership, control or agency (as such terms are defined by the relevant Sanctions or Sanctions Authority) with any person listed on a Sanctions List); (b) located or ordinarily resident in or organized under the laws of any Sanctioned Country; or (c) with which the Issuer, the AHG Advisors (as defined in the Non-Russian Standstill Agreement), the Trustee or any Agent is prohibited from dealing or otherwise engaging pursuant to any Sanctions in any transaction contemplated by the terms of the Existing Bonds, the Trust Deed and/or the Agency Agreement and/or any consent solicitation/scheme of arrangement pursuant to any Sanctions (collectively, clauses (a), (b) and (c), **“Sanctioned Person”**). **“Sanctioned Bondholder”** will exclude those identified on, or otherwise subject to the restrictions under, the ‘Sectoral Sanctions Identifications List’ of the U.S. Department of the Treasury’s Office of Foreign Assets Control or any equivalent list maintained by any other Sanctions Authority, provided that such restrictions would not in any other way restrict or prohibit transactions, activities or other dealings contemplated in connection with this Agreement or the Proposed Restructuring.



<b>“Sanctioned Country”</b>	means a country or territory that is subject to comprehensive Sanctions (currently, Crimea, Cuba, Iran, North Korea, Syria, and those portions of the Donetsk People’s Republic or Luhansk People’s Republic regions (and such other regions) of Ukraine over which any Sanctions Authority imposes comprehensive Sanctions), or whose government is targeted by Sanctions (currently, Venezuela).
<b>“Sanctions”</b>	means economic or financial sanctions, laws, regulations or trade embargoes or similar measures implemented, administered or enforced by any of the Sanctions Authorities.
<b>“Sanctions Authority”</b>	means (a) the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Departments of State or Commerce; (b) the United Nations Security Council; (c) the European Union or any member state thereof, or any governmental authority of the same; or (d) the United Kingdom (or any governmental authority of the same, including without limitation in respect of the United Kingdom, Her Majesty's Treasury and the Department for International Trade).
<b>“Sanctions Event”</b>	means (a) the Issuer becomes a Sanctioned Person; (b) any Consenting Bondholder becomes a Sanctioned Person; or (c) continued performance under the Agreement would require a license or authorization under any Sanctions.
<b>“Sanctions List”</b>	means any of the lists of specifically designated persons or entities (or equivalent) maintained by a Sanctions Authority, each as amended, supplemented or substituted from time to time.
<b>“Scheme”</b>	means an English law scheme of arrangement pursuant to Part 26 of the Companies Act 2006.
<b>“Standstill Bonds”</b>	means, at any time, with respect to a Consenting Bondholder, the aggregate amount of its claims against the Issuer with respect to:  (a) in the case of an Original Consenting Bondholder, the aggregate principal amount (including capitalised interest) of the Bonds held by such Original Consenting Bondholder as specified in the signature

block of that Original Consenting Bondholder to this Agreement;

- (b) in the case of an Additional Consenting Bondholder, the aggregate principal amount (including capitalised interest) of the Bonds held by such Additional Consenting Bondholder as is specified in the relevant Bondholder Accession Deed; and
- (c) any additional Bonds acquired by an Original Consenting Bondholder after the date of this Agreement or, in the case of an Additional Consenting Bondholder, after the date of the relevant Bondholder Accession Deed,

*less*, in each case, the aggregate amount of such Bonds sold, transferred, assigned or otherwise disposed of by such Consenting Bondholder and notified to the Issuer in accordance with Clause 5.4.

**“Standstill Period”**

means the period (i) starting on the applicable Effective Date and (ii) ending on the Termination Date or upon any of the events described in Clauses 8.1.2 to 8.1.5 (inclusive).

**“Termination Date”**

means the earlier of:

- (a) the Long-Stop Date;
- (b) the second Business Day following the date on which the requisite majority of Consenting Bondholders deliver a termination notice pursuant to Clause 8.2;
- (c) the date on which the Parties agree to terminate this Agreement in accordance with Clause 8.3; and
- (d) the Restructuring Effective Date.

**“Transfer”**

has the meaning given to that term in Clause 5.3.

**“Trust Deed”**

means the trust deed entered into by the Issuer and BNY Mellon Corporate Trustee Services Limited as Trustee dated 24 February 2021 with respect to the Bonds.

“Trustee” has the meaning given to that term in the terms and conditions of the Bonds.

## 1.2 Interpretation

1.2.1 A person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), Governmental Body, agency, organisation or other entity whether or not having separate legal personality.

1.2.2 Unless a contrary indication appears, any reference in this Agreement to:

- (a) a provision of law is a reference to that provision as amended or re-enacted;
- (b) a “Condition” means a condition under the terms and conditions of the Bonds as set out in the Trust Deed;
- (c) “includes”, “included” or “including” shall be construed without limitation;
- (d) “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment of money, whether present or future, actual or contingent;
- (e) any Party shall include that Party’s successors and permitted assigns; and
- (f) an agreement or instrument is a reference to that agreement or instrument, as amended, restated, amended and restated, supplemented or modified from time to time.

## 1.3 Third party rights

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement, other than a Group Company, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## 2. EFFECTIVENESS

2.1 This Agreement shall become effective and binding on the date on which all of the following conditions precedent have been met to the satisfaction of the Original Consenting Bondholders (acting reasonably) (the “Effective Date”):

2.1.1 this Agreement has been executed by the Issuer and Bondholders who collectively (together with the Non-Russian Consenting Bondholders who have executed the Non-Russian Standstill Agreement) hold more than 33.4% of the outstanding Bonds at such date;

2.1.2 the representations and warranties set forth in Clause 6 hereof shall be true and correct on and as of the Effective Date;

2.1.3 the representations and warranties set forth in Clause 7 hereof shall be true and correct on and as of the Effective Date; and

provided that, in relation to a Bondholder that is not an Original Consenting Bondholder, the Effective Date shall be the date such Bondholder becomes a party to this Agreement as a Consenting Bondholder by executing a Bondholder Accession Deed.

### 3. **STANDSTILL**

3.1 Each Consenting Bondholder agrees to forbear from taking Enforcement Action only for the duration of the Standstill Period (and subject to the provisions of Clause 3.3 below) and only with respect to any and all of the following Potential Events of Default or Events of Default (each, a “**Relevant Default**”):

3.1.1 arising pursuant to Condition 10(d) as a result of:

- (a) the Issuer’s failure to use reasonable efforts to maintain the listing of the Bonds in compliance with Condition 11(l); and
- (b) the Issuer’s failure to give timely notice of any Potential Event of Default and/or Event of Default referred to in this Clause 3.1.1 to 3.1.3 (inclusive) to the Trustee in accordance with Condition 11;

3.1.2 arising pursuant to Condition 10(a) or 10(b) as a result of the Issuer’s failure to pay principal and interest on the Put Date in connection with the exercise by certain Bondholders of their redemption rights under Condition 7(e) of the Trust Deed; and

3.1.3 arising pursuant to Condition 10(g)(i) as a result of the Issuer proposing, negotiating or implementing the Proposed Restructuring;

including that:

3.1.4 it shall not take any Enforcement Action against the Issuer, any Group Company or any director, officer or member of management of a Group Company, in respect of or in connection with any of the Relevant Defaults or any claims or causes or action resulting therefrom; and

3.1.5 to the extent applicable, it shall:

- (a) vote against (or provide instructions to that effect) any Enforcement Action taken or proposed by any other Bondholders in respect of any of the Relevant Defaults; and
- (b) vote in favour of (or provide instructions to that effect) any instructions to rescind (1) any notice of acceleration given by the Trustee under the terms of the Bonds; or (2) any Enforcement Action already taken, in each case, in respect of any of the Relevant Defaults.

3.2 The forbearances agreed to by the Consenting Bondholders pursuant to Clause 3.1 above are temporary and shall apply only during the Standstill Period. At the end of the Standstill Period

such forbearances shall terminate and all rights and remedies which would have been available to the Consenting Bondholders had such undertakings not been granted shall become immediately available and the Consenting Bondholders will be immediately entitled to take and/or vote in favour of taking any Enforcement Action in respect of any of the Relevant Defaults.

- 3.3 Except as expressly set out in Clause 3.1, nothing in this Agreement shall prejudice any Consenting Bondholder's claims, rights or remedies arising under the Trust Deed, the Bonds or at law.
- 3.4 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall constitute an admission by any Group Company that it is unable to pay its debts as they fall due.
- 3.5 Any Consenting Bondholder which is an investment manager for, or Advisor to, any discretionary accounts or funds that are the legal and/or beneficial owners of the relevant Bonds gives consent in respect of Clause 3.1 on behalf of the discretionary accounts or funds it manages, or undertakes to advise such discretionary accounts or funds to act in accordance with those Clauses.

#### **4. UNDERTAKINGS**

##### **Issuer Undertakings**

- 4.1 The Issuer shall (and shall procure that each other Group Company shall) during the Standstill Period enter into good faith negotiations with the Ad Hoc Group with a view to agreeing on the terms of the Proposed Restructuring and take all actions required in order to support, facilitate, implement or otherwise give effect to the Proposed Restructuring.
- 4.2 On the date of this Agreement, the Issuer shall notify the Consenting Bondholders of the total number of Put Exercise Notices that the Issuer has received as at the date hereof.
- 4.3 The Issuer shall provide notice to the Consenting Bondholders within one (1) Business Day upon becoming aware of the occurrence of a Potential Event of Default or an Event of Default, other than the Relevant Defaults.
- 4.4 The Issuer shall not purchase any Bonds pursuant to Condition 7(f) of the Conditions or otherwise and shall not issue, resell or reissue any Bonds pursuant to Condition 7(f) of the Conditions or otherwise.
- 4.5 The Issuer shall not terminate the Non-Russian Standstill Agreement with respect to itself and any Non-Russian Consenting Bondholder or otherwise amend, amend and restate, supplement or otherwise modify the Non-Russian Standstill Agreement other than (i) adding additional Non-Russian Consenting Bondholders as parties thereto or (ii) changes or modifications consistent with a substantially concurrent modification to this Agreement pursuant to the terms hereunder.

**5. ACCESSION AND TRANSFER**

- 5.1 A Bondholder (other than a Non-Russian Bondholder or a Sanctioned Bondholder) may accede to this Agreement as a Consenting Bondholder and shall be entitled to enforce its terms as if an original Party in that capacity by executing a Bondholder Accession Deed and delivering a copy of the Bondholder Accession Deed to the Issuer and the existing Consenting Bondholders, together with such evidence as may be requested by the Issuer regarding the aggregate principal amount of the Standstill Bonds it holds following accession.
- 5.2 The Issuer agrees to perform its obligations owing under this Agreement to Bondholders acceding to this Agreement by way of a Bondholder Accession Deed, as if such Bondholders were an original Party.
- 5.3 Each Consenting Bondholder agrees not to sell, transfer, assign, novate or otherwise dispose of any legal or beneficial interests, rights, benefits or obligations (whether directly or indirectly) in all or any part of its Standstill Bonds (a “**Transfer**”) at any time during the Standstill Period, unless:
- 5.3.1 the transferee is either a Consenting Bondholder or has first agreed to be bound by the terms of this Agreement (or, in the case of a Non-Russian Consenting Bondholder, the Non-Russian Standstill Agreement) as a Consenting Bondholder with respect to such Standstill Bonds by acceding to this Agreement in accordance with Clause 5.1 (or, in the case of a Non-Russian Consenting Bondholder, the Non-Russian Standstill Agreement in accordance with the terms thereof);
  - 5.3.2 the transferee provides written notice to the Issuer and the AHG Advisors stating the aggregate principal amount of the Standstill Bonds that it will hold following the Transfer together with such evidence as may be requested by the Issuer or the AHG Advisors regarding the aggregate principal amount of the Standstill Bonds it holds following the Transfer; and
  - 5.3.3 the transferee is not, nor is it acting for, on behalf of or at the direction of, a Sanctioned Bondholder.
- 5.4 A duly completed Bondholder Accession Deed in relation to any Standstill Bonds will take effect on and from the date on which it is delivered to the Issuer and the AHG Advisors and on and from that date:
- 5.4.1 the transferring Party shall be discharged from all its obligations towards the other Parties under this Agreement with respect to such Standstill Bonds and their respective rights against one another shall be cancelled with respect to such Standstill Bonds (except in each case in respect of any rights, remedies, obligations or liabilities of the transferring Party that arose prior to that date); and
  - 5.4.2 the transferee Bondholder shall become a Party to this Agreement and shall assume the same obligations and become entitled to the same rights and shall be entitled to enforce the terms of this Agreement, as if it had been an original Party to this Agreement in that capacity.

- 5.5 If any Consenting Bondholder purports to effect a Transfer before the relevant transferee is bound by the terms of this Agreement (or the Non-Russian Standstill Agreement) in accordance with Clause 5.3 and Clause 5.4, that Consenting Bondholder shall remain liable as a Consenting Bondholder in respect of its obligations and liabilities under this Agreement in respect of the relevant Standstill Bonds until the relevant transferee is bound by the terms of this Agreement (or the Non-Russian Standstill Agreement) in accordance with Clauses 5.3 and 5.4.
- 5.6 Bonds may be Transferred to a Qualified Market Maker if such Qualified Market Maker has the purpose and intent of acting as a Qualified Market Maker in respect of the relevant Standstill Bonds in which case such Qualified Market Maker shall not be required to accede to this Agreement or otherwise agree to be bound by the terms and conditions of this Agreement in respect of such Standstill Bonds provided that: (i) the relevant transferring Bondholder shall make such transfer conditional on any person to whom the relevant Standstill Bond is transferred by the Qualified Market Maker either (x) already being a Consenting Bondholder or a Non-Russian Consenting Bondholder; or (y) agreeing to execute and deliver an Bondholder Accession Deed; and (ii) the relevant transferring Consenting Bondholder uses reasonable endeavours to procure that the Qualified Market Maker transfers the relevant Standstill Bonds within five (5) Business Days of the settlement date in respect of its acquisition of Standstill Bonds to a Consenting Bondholder, a Non-Russian Consenting Bondholder or to a transferee who executes and delivers an Bondholder Accession Deed in accordance with Clause 5 (*Accession and Transfer*) and prior to such Transfer the transferring Consenting Bondholder shall continue to be liable under this Agreement.
- 5.7 Any Transfer by a Consenting Bondholder that does not comply with the procedure set forth in this Clause 5 shall be deemed void *ab initio*.

6. **REPRESENTATIONS AND WARRANTIES OF THE CONSENTING BONDHOLDERS**

- 6.1 Each Consenting Bondholder represents and warrants to the Issuer that:
- 6.1.1 it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
- 6.1.2 it has all requisite power, authority and legal capacity to execute and deliver this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement and the relevant Bondholder Accession Deed, as applicable;
- 6.1.3 the execution, delivery and performance of this Agreement and the relevant Bondholder Accession Deed, as applicable, by it do not and shall not require any registration, filing, consent, approval, notice or other action to, with or by, any governmental authority, court or regulatory body by such Consenting Bondholder (save as has been, or shall be, completed or fulfilled by it as required by applicable law or regulation);
- 6.1.4 this Agreement and the relevant Bondholder Accession Deed, as applicable, has been duly and validly executed and delivered by it and, if applicable, the duly authorised attorney acting on its behalf, and this Agreement and the relevant Bondholder

Accession Deed represents its legal, valid and binding obligations, enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws relating to or limiting creditor's rights generally; and

6.1.5 it is:

- (a) the holder of its Standstill Bonds in the amount confirmed pursuant to this Agreement; or
- (b) a fund or other entity advising or managing a Bondholder that is duly authorised to act on behalf of that Bondholder with respect to its Standstill Bonds in the amount confirmed pursuant to this Agreement.

6.2 Each Consenting Bondholder represents and warrants to the Issuer and each other Consenting Bondholder that (a) it will provide written notification to the Issuer (which notice the Issuer shall promptly forward to the AHG Advisors) and each other Consenting Bondholder if it, or any of its 10% direct or indirect shareholders, officers or directors becomes a Sanctioned Person; and (b) it is not, nor is it acting for, on behalf of or at the direction of a Sanctioned Bondholder.

6.3 The representations and warranties in Clauses 6.1 and 6.2 are made by the Original Consenting Bondholders on the date of this Agreement or by the Additional Consenting Bondholders on the date of the relevant Bondholder Accession Deed.

## **7. GENERAL REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

7.1 The Issuer represents and warrants to each of the Consenting Bondholders as at the applicable Effective Date:

- 7.1.1 it is duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- 7.1.2 it and, if applicable, the duly authorised attorney acting on its behalf, has all requisite power, authority and legal capacity to execute and deliver this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement;
- 7.1.3 the execution, delivery and performance of this Agreement by it and, if applicable, the duly authorised attorney acting on its behalf, do not and shall not require any registration, filing, consent, approval, notice or other action to, with or by, any governmental authority, court or regulatory body;
- 7.1.4 all consents, authorisations, exemptions, approvals, filings, licences and registrations required for the performance of this Agreement by it and, if applicable, the duly authorised attorney acting on its behalf, are in full force and effect;
- 7.1.5 the obligations expressed to be assumed by it and, if applicable, the duly authorised attorney acting on its behalf, in this Agreement are legal, valid, binding and enforceable, except to the extent that enforcement may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws relating to or limiting creditor's rights generally;



- 7.1.6 the entry into and performance by it and, if applicable, the duly authorised attorney acting on its behalf, of, and the transactions contemplated by, this Agreement do not and will not conflict with any law or regulation applicable to it or its constitutional documents or any agreement or instrument binding on it or any of its assets;
  - 7.1.7 neither it nor any of its Subsidiaries, nor any of their respective officers or directors is, or is acting for, on behalf of or at the direction a Sanctioned Person; and
  - 7.1.8 it has not, since the occurrence of the Delisting Event on March 8, 2022, purchased any Bonds pursuant to Condition 7(f) of the Conditions or otherwise.
- 7.2 The representations and warranties in Clause 7.1 are made by the Issuer on the date of this Agreement.

## 8. **TERMINATION**

### **Automatic Termination**

- 8.1 This Agreement will terminate immediately upon:
- 8.1.1 the Termination Date;
  - 8.1.2 the occurrence of an Insolvency Event;
  - 8.1.3 the redemption, purchase, issuance, resale or reissue by Issuer of any Bonds pursuant to Condition 7 or otherwise (other than upon completion of the Proposed Restructuring and in accordance with the terms of the Proposed Restructuring) or payment by the Issuer of any Bonds that have been put to the Issuer;
  - 8.1.4 the termination of the Non-Russian Standstill Agreement or any amendment, amendment and restatement, supplement or other modifications to the Non-Russian Standstill Agreement other than (i) any supplement to add additional consenting bondholders party thereto and (ii) any amendment or modification consistent with a substantially concurrent amendment or modification to this Agreement; or
  - 8.1.5 the date on which the Required Consenting Bondholders have determined, upon the advice of counsel, that a Sanctions Event has occurred; provided that in the event that any Consenting Bondholder becomes a Sanctioned Person, the Agreement will only terminate with respect to the Consenting Bondholder who has become a Sanctioned Person and shall continue to be binding upon all the other Parties.

### **Consenting Bondholders' Termination**

- 8.2 The Required Consenting Bondholders may terminate this Agreement upon written notice to the Issuer:
- 8.2.1 if any rescission pursuant to Clause 3.1.5(b) of (1) any notice of acceleration given by the Trustee under the terms of the Bonds; or (2) any Enforcement Action already taken, in each case, in respect of any of the Relevant Defaults, is ineffective, invalid or contested in any manner by the Issuer;

- 8.2.2 if the Issuer fails to comply with any provision of this Agreement and such failure is not remedied, if capable of remedy, within three (3) Business Days after such failure. For the avoidance of doubt and without limitation, any failure to comply with Clause 7.1.7 shall not be capable of remedy;
- 8.2.3 if any of the representations set out in Clause 7 proves to be inaccurate or untrue in any material respect when given or when deemed to have been given or any time thereafter while this Agreement remains in effect;
- 8.2.4 if (1) any Event of Default, other than a Relevant Default, has occurred and is continuing; provided that, only for purposes of this Agreement, in the case of Conditions 10(d), 10(i) and 10(j) and, in relation only to a Material Subsidiary, Condition 10(h), the Trustee shall be deemed to have certified to the Issuer that such Event of Default is in its opinion materially prejudicial to the interest of the holders of the Bonds or (2) any Potential Event of Default, other than a Relevant Default, has occurred and is not cured or remedied within thirty (30) days thereafter;
- 8.2.5 if (i) the Trustee takes an Enforcement Action or (ii) Bondholders who hold 25% or more of the aggregate holdings of all Bonds held by Bondholders seek to instruct the Trustee to take an Enforcement Action or (iii) any Bondholder seeks to take Enforcement Action (other than a Consenting Bondholder in breach of the provisions of this Agreement); provided that, with respect to this Clause, a Consenting Bondholder exercising its right to take Enforcement Actions in breach of the provisions of this Agreement shall be excluded from calculating the percentage for the purposes of determining whether the Required Consenting Bondholders have exercised their right under this Clause;
- 8.2.6 if any Enforcement Action has been taken by a creditor with respect to any indebtedness of the Issuer or any Material Subsidiary or any guarantee or indemnity by the Issuer or any Material Subsidiary in respect of any Group Company's indebtedness, **provided that:**
- (a) the total aggregate amount of the relevant claim(s) being the subject of an Enforcement Action exceeds:
- (i) if the Enforcement Action is against the Issuer, US\$10,000,000 (or its foreign currency equivalent); or
- (ii) if the Enforcement Action is against a Material Subsidiary, US\$50,000,000 (or its foreign currency equivalent);
- and such Enforcement Action is not rescinded or revoked within five (5) Business Days; and
- (b) without prejudice to the above, with respect to an Enforcement Action falling under paragraph (e) of the definition thereof, only to the extent there is a final, non-appealable court decision for a payment in excess of US\$5,000,000 (or its foreign currency equivalent); and

8.2.7 if, within 60 days of the Effective Date, the Issuer and the Ad Hoc Group have not reached an in principle agreement in respect of the Proposed Restructuring.

### **Mutual Termination**

8.3 This Agreement may be terminated by the mutual written agreement of the Issuer and the Required Consenting Bondholders.

### **Surviving Provisions**

8.4 Any termination of this Agreement shall be without prejudice to the rights, remedies, obligations or liabilities of any Party that have accrued prior to such termination.

8.5 The obligations set out in Clauses 9 (*Relationship with other documents*), 12 (*Notices*) and 17 (*Governing Law and Enforcement*) shall survive any other termination of this Agreement.

## **9. RELATIONSHIP WITH OTHER DOCUMENTS**

9.1 Subject to the terms of this Agreement (including, without limitation, Clause 3), the Bonds, the Trust Deed or any other documents related to the Bonds shall continue in full force and effect and the relevant parties thereto shall continue to comply with the terms of such documents.

9.2 In the event of any inconsistency between the Conditions, the Trust Deed or any other documents related to the Bonds and this Agreement, the terms of this Agreement shall prevail.

## **10. RESERVATION OF RIGHTS**

10.1 Unless expressly provided to the contrary, this Agreement does not amend or constitute a waiver of any Party's rights under the Bonds, the Trust Deed or any other documents related to the Bonds, or any other claims against any Group Company and such rights are fully reserved.

10.2 If this Agreement is terminated for any reason, such termination shall be without prejudice to any accrued rights and liabilities under this Agreement and such rights of each Consenting Bondholder against any other Party are fully reserved.

## **11. FURTHER ASSURANCE**

Each of the Parties agrees to promptly execute and deliver such other documents or agreements and take all other action or procure that all such other action is taken as is reasonably desirable or necessary in order to implement the terms of this Agreement.

## **12. NOTICES**

12.1 All notices with regard to this Agreement should be sent, if intended to the Issuer, to:

Ozon Holdings PLC  
Capital Center, 9<sup>th</sup> Floor  
2-4 Arch. Makarios III Ave.  
1065 Nicosia, Cyprus  
Attention: Ozon CBonds Team ([ozon\\_cbond\\_2026@ozon.ru](mailto:ozon_cbond_2026@ozon.ru))

With a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP  
2 London Wall Place  
London EC2V 5AU, England  
Attention: Polina Lyadnova ([plyadnova@cgsh.com](mailto:plyadnova@cgsh.com))

-and-

Alvarez & Marsal  
Park House  
16-18 Finsbury Circus  
London EC2M 7EB, England  
Attention: William Jenkins ([wjenkins@alvarezandmarsal.com](mailto:wjenkins@alvarezandmarsal.com)) and Aubrey Simpson-Orlebar ([as-orlebar@alvarezandmarsal.com](mailto:as-orlebar@alvarezandmarsal.com))

All notices with regard to this Agreement should be sent, if intended for the Consenting Bondholders, to the addresses included in the relevant signatures pages.

Notices required to be provided to the Consenting Bondholders with regard to this Agreement may also be provided via the Clearing Systems.

- 12.2 Any Party may change its contact details by giving five Business Days written notice to each other Party.
- 12.3 Any notice given in connection with this Agreement must be in English.

13. **AMENDMENTS AND WAIVERS**

Other than where expressly stated otherwise, any term of this Agreement may be amended or waived only with the prior written consent of the Issuer and the Required Consenting Bondholders.

14. **ENTIRE AGREEMENT**

This Agreement and any agreements referred to herein constitute the entire contract among the Parties hereto relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

15. **SEVERABILITY**

If a term of this Agreement is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that will not affect:

- 15.1 the legality, validity or enforceability in that jurisdiction of any other term of this Agreement;  
or
- 15.2 the legality, validity or enforceability in other jurisdictions of any term of this Agreement.

16. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by each Party on different counterparts. Each counterpart shall be deemed an original and all counterparts shall together constitute a single agreement.

17. **GOVERNING LAW AND ENFORCEMENT**

17.1 This Agreement (and any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by, and construed in all respects in accordance with, the laws of England and Wales.

17.2 The Parties irrevocably agree that any dispute arising out of or in connection with this Agreement, including a dispute as to the formation, validity, existence, breach, enforceability, applicability or termination of this Agreement and/or this Clause 17 or the consequences of its nullity, shall be referred to and finally resolved by arbitration seated in London, England. The arbitration shall be conducted in the English language by three arbitrators and administered by the LCIA (formerly the London Court of International Arbitration (“**LCIA**”)) in accordance with its rules (the “**LCIA Rules**”) in effect at the time of the arbitration, except as they may be modified herein of by mutual agreement of the Parties. The LCIA Rules are deemed to be incorporated by reference into this Clause 17. The claimant shall nominate an arbitrator in its request for arbitration, and the respondent shall nominate an arbitrator within 30 days of receipt of the request for arbitration. The two arbitrators so nominated shall jointly nominate a third arbitrator within 30 days of the nomination of the second arbitrator. The third arbitrator shall be the chairman of the tribunal. If any of the three arbitrators is not nominated within the time periods prescribed above, any party may request that the LCIA chooses and appoints that arbitrator. The arbitration award shall be final and binding on the Parties.

17.3 In any such arbitration, in the event of a declared public health emergency by either the World Health Organisation (the “**WHO**”) or a national government, as a consequence of which it is inadvisable or prohibited for the parties and/or their legal representatives to travel to, or attend any hearing ordered by the tribunal, the following shall apply:

17.3.1 any such hearing shall be held via video or telephone conference upon the order of the tribunal;

17.3.2 the parties agree that no objection shall be taken to the decision, order or award of the tribunal following any such hearing on the basis that the hearing was held by video or telephone conference; and

17.3.3 in exceptional circumstances only the tribunal shall have the discretion to order that a hearing shall be held in person, but only after full and thorough consideration of the prevailing guidance of the WHO and any relevant travel or social distancing restrictions or guidelines affecting the parties and/or their legal representatives and the implementation of appropriate mitigation.

17.4 The parties exclude the jurisdiction of the courts under Sections 45 and 69 of the Arbitration Act 1996.

18. **CONTINUING EFFECTIVENESS; REAFFIRMATION; RATIFICATION; ETC.**

Issuer acknowledges that it has reviewed the terms and provisions of this Agreement, and consents to the forbearance effected pursuant hereto and the other terms and conditions hereof. Issuer hereby ratifies the Trust Deed and the Bonds and acknowledges and reaffirms that it is bound by all of the terms and conditions of the Trust Deed and the Bonds and none of such terms and conditions are, or shall be construed as, otherwise amended, waived, or modified, except as specifically set forth herein. The Issuer further acknowledges and agrees that the Trust Deed and the Bonds shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable in accordance with the terms thereof and shall not be impaired or limited by the execution or effectiveness of this Agreement.

19. **SANCTIONED BONDHOLDERS**

No Sanctioned Bondholder may be a Consenting Bondholder and any action or attempt by a Sanctioned Bondholder to become a Consenting Bondholder shall be void *ab initio*. If any Consenting Bondholder shall become a Sanctioned Bondholder after it has become a party to this Agreement (or, in the case of a Non-Russian Consenting Bondholder, the Non-Russian Standstill Agreement), such Sanctioned Bondholder shall immediately and automatically be removed as a party to this Agreement (or, in the case of a Non-Russian Consenting Bondholder, the Non-Russian Standstill Agreement) and shall be deemed not to be a Consenting Bondholder for all purposes under this Agreement or the Non-Russian Standstill Agreement, as applicable.

**IN WITNESS** whereof the Parties have duly executed this Agreement on the day and year first above written.

**SCHEDULE 1  
FORM OF BONDHOLDER ACCESSION DEED**

To: Ozon Holdings PLC (the “**Issuer**”)

From: [Proposed Consenting Bondholder]

Date: [●]

Dear Sirs,

**Russian Standstill Agreement dated [●] 2022 between, amongst others, the Issuer and the Original Consenting Bondholders (as defined therein) (the “Russian Standstill Agreement”)**

We refer to the Russian Standstill Agreement. This is an Accession Deed.

We, [*name of Additional Consenting Bondholder*] (the “**New Party**”) of [*address/registered office*], agree for the benefit of each other Party to the Russian Standstill Agreement to be a Consenting Bondholder under the Russian Standstill Agreement and to be bound by the terms of the Russian Standstill Agreement as a Consenting Bondholder with effect from the date of this Bondholder Accession Deed.

The New Party makes each of the representations and warranties in Clause 6.1 and 6.2 of the Russian Standstill Agreement on the date of this Accession Deed to each of the other Parties to the Russian Standstill Agreement.

[Following the Transfer (as defined in Clause 5.3 of the Standstill Agreement),] / [The aggregate principal amount of the Bonds that the New Party [holds]/[will hold ] and the relevant details in relation to those Bonds are as set out in the following table.

<b>Bonds</b>	<b>Original principal amount of Bonds held by it which are subject to the Standstill Agreement as at the date of this Agreement (U.S.\$)</b>
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**Notice details for the purposes of Clause 12 (Notices) of the Russian Standstill Agreement:**

Contact person:

Contact email:

Contact telephone:

For the avoidance of doubt, we hereby acknowledge and agree that the above Bonds are, on and from the date of this Accession Deed, Standstill Bonds.

This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

Clause 17 (*Governing Law and Enforcement*) of the Russian Standstill Agreement shall apply to this Accession Deed as if set out in full herein with the necessary changes being made and each reference to “this Agreement” or like references being a reference to this Accession Deed.

Executed and delivered as a deed poll by:

[NEW PARTY]

acting by: .....

in the presence of: .....

Name: .....

Address: .....

Occupation: .....



**SIGNATURES**

**The Issuer**

For and on behalf of  
**OZON HOLDINGS PLC**

By: 