

DEED POLL

THIS DEED POLL (the “**Deed**”) is dated 25 October 2022 and granted by **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 and registration number HE 104496 (the “**Company**”) in favour of the Payees (as defined below).

WHEREAS:

- (A) The Company issued U.S.\$750,000,000 1.875 per cent. Convertible Bonds due 2026 (the “**Bonds**”) pursuant to a trust deed dated 24 February 2021 made between the Company and BNY Mellon Corporate Trustee Services Limited (the “**Trust Deed**”).
- (B) The Company, in a consent solicitation memorandum dated 23 September 2022 (the “**Memorandum**”) and in the notice of a physical meeting of the Bondholders convened by the Company (the “**Meeting**”) which is accessible on the Company’s website (<https://ir.ozon.com/>) and the consent website (<https://i2capmark.com/event-details/68/Holder/ozon-consent-solicitation>) requested the consent of the Bondholders to certain Extraordinary Resolutions as set out in the Memorandum (the “**Consents and Amendments**”) in respect of Schedule 3 and to the terms and conditions of the Bonds set out in Schedule 4 to the Trust Deed (the “**Conditions**”).
- (C) Written Resolutions (as defined in the Trust Deed) were duly passed on October 21, 2022 (and announced on the date of this Deed) to approve the Consents and Amendments which, among other things, contemplated the entry into this Deed by the Company and the obligations under this Deed replacing in full any and all obligations of the Company under the Trust Deed and the Conditions as of and from the Effective Date.

NOW THIS DEED WITNESSETH AS FOLLOWS and is made by way of deed poll:

1. DEFINITIONS

- 1.1 The following capitalised terms used in this Deed shall have the following meanings:

“**Accrued Interest**” means (i) accrued interest on the Bonds up to 24 August 2022; together with (ii) if the Settlement Date occurs after the Initial Redemption Long Stop Date, interest on the Bonds on and from 24 August 2022 to the period ending on the Settlement Date at a rate of 0.036058% per week calculated on a simple interest basis, and pro rated for any part of a week;

“**Ad Hoc Group**” means the ad hoc group of unaffiliated Bondholders formed for the purposes of considering and negotiating the Consents and Amendments and which retained the AHG Advisors;

“**Agency Agreement**” means the agency agreement dated 24 February 2021 between Ozon Holdings PLC as the issuer, BNY Mellon Corporate Trustee Services Limited as the trustee, The Bank of New York Mellon, London Branch as the principal paying, transfer and conversion agent and The Bank of New York Mellon SA/NV, Dublin Branch as the registrar;

“**Agent**” has the meaning given to it in the Trust Deed;

“**AHG Advisors**” means Akin Gump Strauss Hauer & Feld LLP and Houlihan Lokey EMEA, LLP in their respective capacities as legal and financial advisors to the Ad Hoc Group;

“**Bondholder**” means a person who is the beneficial owner of and/or the owner of the ultimate economic interest in any of the Bonds, whose interests in the Bonds are held through and shown on the records maintained in book-entry form by the Clearing Systems, their Direct Participants and any intermediaries holding accounts (directly or via another intermediary) with Direct Participants;

“**Cash Redemption Amount**” means an amount equal to the sum of (a) 65 per cent. of the par value of the Bonds held by the relevant Payee, and (b) 100% of the Accrued Interest calculated on the full par value of the Bonds held by the relevant Payee;

“**Clearing Systems**” means each of The Depository Trust Company, Euroclear and Clearstream, Luxembourg;

“**Clearstream, Luxembourg**” means Clearstream Banking, S.A.;

“**Conditions Precedent**” has the meaning given to it in the Consents and Amendments;

“**CP Satisfaction Date**” has the meaning given to it in the Consents and Amendments;

“**Direct Participant**” means each person who is shown in the records of Euroclear or Clearstream, Luxembourg as a direct holder of an interest in the Bonds which are represented by the Regulation S Global Bond;

“**Effective Date**” means the Cancellation Date, as defined in the Consents and Amendments;

“**Eligibility Instructions**” means the eligibility instructions deliverable during the Holding Period, in the form appended in Appendix I of this Deed, which must be validly completed and delivered in order for the Payees to receive the Cash Redemption Amount during the Holding Period;

“**Euroclear**” means Euroclear Bank SA/NV;

“**Holding Period**” means the period commencing on the Effective Date and ending at 4.00 p.m. (London time) on the date falling 12 months following the Effective Date (the “**Initial End Date**”) or such earlier day by which all Payees (other than any Payees that have identified themselves in accordance with this Deed as a Sanctioned Person, as acting for or on behalf of or at the direction of a Sanctioned Person or who are otherwise unable to make the Sanctions-related representations and warranties pursuant to this Deed and / or the Eligibility Instruction) have been paid their Cash Redemption Amount, provided that the Holding Period for any Payee (a) that has identified itself on or before the Initial End Date, as (or as acting for or on behalf of or at the direction of) a Sanctioned Person pursuant to Clause 4 (*Notification of Sanctions Status Before the Initial End Date*), (b) that are otherwise unable to make the representations and warranties pursuant to this Deed and / or the Eligibility Instruction, in accordance with this Deed and / or the Eligibility Instruction, or (c) payment to whom would result in a violation of Sanctions by any person, shall be the date falling 3 months after such Payee is no longer (or is no longer acting for or on behalf of or at the direction of) a Sanctioned Person and any payment to such Payee would not result in a violation of Sanctions by any person, including any blocking/freezing requirements (the “**SDP End Date**”);

“**Information, Tabulation and Settlement Agent**” means i2 Capital Markets Ltd;

“**Initial Redemption Long Stop Date**” has the meaning given to it in the Consents and Amendments;

“**Payee**” means any person who qualified as a Bondholder on the Record Date (excluding any Bondholders to whom the Company paid (or caused to be paid) amounts in cash in accordance with and as contemplated in the Consents and Amendments on or before the Effective Date) provided that, in order to receive the Cash Redemption Amount during the Holding Period, the Payees have to provide the required confirmations to the Company pursuant to this Deed and/or the Eligibility Instructions. Each reference in this Deed and the Eligibility Instructions to a “*Payee*” (A) in the context of such Payee providing confirmations, representations or information in respect of its status shall include each nominee, proxy and/or representative (in each case, if any) appointed by such Payee in connection with or otherwise directly or indirectly involved in the restructuring in connection with which the Consents and Amendments were implemented (excluding, for the avoidance of doubt, any custodian who has no beneficial interest in the relevant Bonds); and (B) where a Payee has appointed a nominee to receive any payment, instead of such payment being made to the Payee, shall include such nominee;

“**Record Date**” means 26 September 2022;

“**Sanctioned Country**” 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);

“**Sanctioned Person**” means any person (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 organised under the laws of any Sanctioned Country; (c) with which the Company, the AHG Advisors, the Trustee or any Agent is prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions contemplated by the terms of the Bonds, the Trust Deed and/or the Agency Agreement and/or the Memorandum and/or the Consents and Amendments; or (d) whose Bonds are held through any securities depository with which the Company, the AHG Advisors, the Trustee or any Agent is prohibited from dealing or otherwise engaging in any transaction contemplated by the terms of the Bonds and/or the Trust Deed and/or the Agency Agreement and/or the Memorandum and/or the Consents and Amendments pursuant to any Sanctions, but only if the dealing or other engagement in respect of the Bonds of such Payee in connection with the Consents and Amendments (and excluding for the avoidance of doubt any payments by the Company made through the Clearing Systems) are required to be conducted through such securities depository;

“**Sanctions**” means economic or financial sanctions, laws, regulations or trade embargoes or similar measures implemented, administered or enforced by any of the Sanctions Authorities;

“**Sanctions Authority**” 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 which has jurisdiction over the Company, the AHG Advisors, the Trustee or any Agent or Payee, 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) and “*Sanctions Authority*” means any one of them;

“**Sanctions List**” 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;

“**Settlement Date**” has the meaning given to it in the Memorandum;

“**Trustee**” means BNY Mellon Corporate Trustee Services Limited; and

“**validly completed**”, or “**valid**” means, in relation to an Eligibility Instruction, an Eligibility Instruction which, to the satisfaction of the Company (acting reasonably and in good faith) (a) has had each relevant part and section thereof completed in full; (b) gives all required representations and warranties, acknowledgements, covenants, undertakings and authorisations in the form requested therein; (c) is duly executed by the relevant specified party; (d) attaches or provides all additional information (including all know-your-customer documentation, if applicable) required to be provided therewith; and (e) contains representations which are valid based on the Company’s analysis of the know-your-customer documents provided in limb (d) and the screening process run by the Company in accordance with this Deed.

2. **EFFECTIVENESS**

- 2.1 This Deed shall become effective and binding on the Effective Date.
- 2.2 The Company shall make a public announcement promptly following occurrence of the Effective Date.
- 2.3 This Deed shall be deemed terminated automatically and immediately upon the end of the Holding Period and the Company shall be absolutely, irrevocably and unconditionally released and discharged from its obligations hereunder.

3. **COMPANY’S OBLIGATIONS**

- 3.1 From the Effective Date to the Initial End Date, each Payee (other than any Payee (a) that is (or is acting for or on behalf of or at the direction of) a Sanctioned Person, (b) is otherwise unable to make or continue making the Sanctions-related representations under the Eligibility Instructions, or (c) payment to whom would result in a violation of Sanctions by any person) shall be entitled to submit its Eligibility Instructions (together with any documents that are required pursuant to the Eligibility Instructions confirming, among other things, its holding in the Bonds as of the Record Date and that it (and its nominee (if any) and/or proxy and/or representative (each, as defined under the Eligibility Instructions) (if any) is not, and is not acting for or on behalf of or at the direction of, a Sanctioned Person) to the Company (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed).
- 3.2 If, before the Initial End Date:
 - (a) a Payee has notified the Company (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed) that it is (or is acting for or on behalf of or at the direction of) a Sanctioned Person pursuant to Clause 4 (*Notification of Sanctions Status Before the Initial End Date*);
 - (b) a Payee is otherwise unable to make or continue making the Sanctions-related representations under the Eligibility Instructions; or
 - (c) payment to a Payee would result in a violation of Sanctions by any person,

then such Payee shall, from such time that (i) it ceases to be (or to act for or on behalf of or at the direction of) a Sanctioned Person, (ii) it becomes able to make the Sanctions-related representations under the Eligibility Instructions and (iii) payment to it would not result in a violation of Sanctions by any person until the relevant SDP End Date, be entitled to submit its Eligibility Instructions (together with any documents that are required pursuant to the Eligibility Instructions confirming, among other things, its holding in the Bonds as of the Record Date and that it (and its nominee (if any) and/or proxy and/or representative (each, as defined under the Eligibility Instructions) (if any)) is not, and is not acting for or on behalf of or at the direction of, a Sanctioned Person) to the Company (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed).

3.3 Subject to Clause 3.4 below, the Company shall pay, or cause the payment of, the relevant Cash Redemption Amount to the account nominated by each Payee (or its elected nominee, proxy or representative (as applicable)) as stipulated in its validly completed Eligibility Instructions during the Holding Period within 14 days of receipt of the Payee's validly completed Eligibility Instructions. Such payment shall only be made if (i) such Payee, nominee, proxy or representative (as applicable) is not, and is not acting for or on behalf of or at the direction of, a Sanctioned Person and (ii) such payment otherwise would not result in a violation of Sanctions by any person, including blocking/freezing requirements.

3.4 The Company shall not make any payments, or direct any payments to be made, of the Cash Redemption Amount:

- (a) to or at the direction of any Sanctioned Persons or their nominees, proxies and/or representatives for as long as they remain Sanctioned Persons, or to a Payee or its nominee, proxy and/or representative, in each case, that is acting for or on behalf of or at the direction of a Sanctioned Person;
- (b) to a Payee or its nominee, proxy and/or representative if the Payee and/or its nominee, proxy and/or representative is unable to make or continue making the applicable representations under the Eligibility Instructions and this Deed;
- (c) to a Payee or its nominee, proxy and/or representative if the confirmations, screening and due diligence described in Clause 3.7 are not made or reveal that the Payee and/or its nominee, proxy and/or representative are Sanctioned Persons; or
- (d) if such payment would result in a violation of Sanctions by any person including blocking/freezing requirements,

and all payments shall otherwise be in compliance with laws.

3.5 It is acknowledged and agreed by the Company that any Payee that has submitted its Eligibility Instructions in accordance with and pursuant to this Deed shall be deemed to have elected (unless such Payee already elected so in its Eligibility Instructions) to receive its Cash Redemption Amount in USD and shall not be entitled to receive its Cash Redemption Amount in RUB or any other currency.

3.6 Without prejudice to Clause 3.4, all activities, transactions and other dealings contemplated under this Deed shall be carried out in compliance with Sanctions.

- 3.7 Without prejudice to Clauses 3.4 and 3.6, the Company shall (a) take all reasonable steps to confirm that each Payee who submits Eligibility Instructions, and its nominee (if any) and/or proxy and/or representative, and each of their officers or directors, is not a Sanctioned Person; and (b) instruct Cleary Gottlieb Steen & Hamilton LLP to conduct screening and further due diligence, as appropriate, of each such person described in clause (a) upon receipt of each Eligibility Instruction in order to verify the accuracy and truthfulness of clause (a). Such screening shall take place as close as practicable after submission of the Eligibility Instructions to the date on which payment will be made (the date of such payment being prior to the date falling 14 days after receipt of the Payee's validly completed Eligibility Instructions).
- 3.8 The Company may, at its sole and absolute discretion, appoint (and fund) the Information, Tabulation and Settlement Agent or any other person as the Company's paying agent solely for the purpose of administering payments in accordance with this Deed, provided that (a) such person is not, and is not acting for or on behalf of or at the direction of, a Sanctioned Person; and (b) such appointment would not result in a violation of Sanctions by any person.
- 3.9 If any Payee:
- (a) has not provided valid Eligibility Instructions by the final day of the Holding Period; or
 - (b) (x) (i) has notified the Company (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed) that it is (or is acting for or on behalf of or at the direction of) a Sanctioned Person pursuant to Clause 4 (*Notification of Sanctions Status Before the Initial End Date*), (ii) is otherwise unable to make or continue making the Sanctions-related representations under the Eligibility Instructions or (iii) payment to whom would result in a violation of Sanctions by any person, and (y) has not provided a valid Eligibility Instruction on or prior to the relevant SDP End Date,

then the claims of such Payee under this Deed shall be fully waived and discharged from 4.00 p.m. on the last day of the Holding Period (and, for avoidance of doubt, in relation to paragraph (b), the last day of the Holding Period shall be the relevant SDP End Date).

4. NOTIFICATION OF SANCTIONS STATUS BEFORE INITIAL END DATE

Before the Initial End Date, a Payee that is (or whose nominee and/or proxy and/or representative (if any) appointed by such Payee in connection with or otherwise directly or indirectly involved in the Consents and Amendments is) or is acting for or on behalf of or at the direction of a Sanctioned Person, must notify the Company in writing (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed) that it and/or its nominee, proxy and/or representative (if any) is a Sanctioned Person (together with evidence of its interest in the Bonds as at the Record Date). Such Payee must further notify the Company in writing (with a copy to a paying agent, if the Company has given prior notice that it has appointed a paying agent for the purposes of this Deed) as soon as reasonably practicable upon ceasing to be (or its nominee's, proxy's and/or representative's) a Sanctioned Person (or if it is no longer acting for or on behalf of or at the direction of a Sanctioned Person).

5. **BENEFIT**

- 5.1 This Deed shall take effect as a Deed Poll for the benefit of the Payees.
- 5.2 The Company acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of, each and every Payee.

6. **WARRANTIES**

- 6.1 The Company represents, warrants and covenants with each Payee that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

7. **NOTICES**

All notices to the Company in connection with this Deed should be sent to:

Ozon Holdings PLC
Capital Center, 9th Floor
2-4 Arch. Makarios III Ave.
1065 Nicosia, Cyprus
Attention: Ozon CBonds Team (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: CGSH Ozon team (Project-Ozon-CGSHOnly@cgsh.com)

8. **GOVERNING LAW AND JURISDICTION**

- 8.1 This Deed (and any non-contractual obligations arising out of or in connection with this Deed) shall be governed by, and constructed in all respect in accordance with, the laws of England and Wales.
- 8.2 The Company agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed).

APPENDIX I
FORM OF ELIGIBILITY INSTRUCTION

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

Signature(s) of Payee

Date:

Full Name(s) of Payee:

(Please Print)

Capacity (full title):

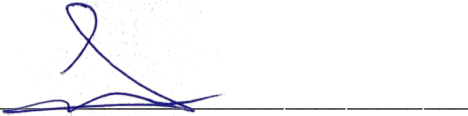
Email:

Telephone No. (with country
code):

IN WITNESS whereof this Deed has been entered into as a deed poll by the Company on the date which appears first on page 1.

EXECUTED as a **DEED** by

OZON HOLDINGS PLC acting by



Name: Alexey Arkhipov

Title: Managing Officer