

**NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS
OF
GLOBALTRANS INVESTMENT PLC (15740)
AND RESOLUTIONS PROPOSED
THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE
ATTENTION**

If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice from your stockbroker, solicitor, accountant or other independent adviser.

If you have recently sold or transferred all of your shares in GLOBALTRANS INVESTMENT PLC (15740), please send this notice and the accompanying documents as soon as possible to the purchaser or transferee or to the person who arranged the sale or transfer, so they can pass these documents to the person who now holds the shares.

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of the shareholders of **GLOBALTRANS INVESTMENT PLC**, a public company limited by shares, registered in the Abu Dhabi Global Markets under registration number 15740 (the **Company**) will be held at Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE on 3 April 2025 at 1:00 p. m. (UAE time).

You will be asked to consider and vote on the resolutions below. Resolutions 1 to 4 will be proposed as ordinary resolutions to consider matters connected with the Allotment (as defined below) and certain other matters as specified below and, if thought fit, pass the following resolutions:

ORDINARY RESOLUTIONS

RESOLUTION 1: to approve (and, to the extent required, authorise):

- (a) the sale (**Sale**) by the Company of its 100% participatory interest in Limited Liability Company "BaltTransServis", OGRN (primary state registration number) 1027802508766 (**BTS LLC Participatory Interest**), 100% participatory interest in Limited Liability Company "GTI Management", OGRN (primary state registration number) 5147746172008 (**GTIM LLC**) (**GTIM LLC Participatory Interest**), 100% of shares in Joint-Stock Company "New forwarding company", OGRN (primary state registration number) 1037705050570 (**NFC JSC**) (**JSC NFC Shares**), 100% of shares in Joint-Stock Company "Ural Wagonrepair Company", OGRN (primary state registration number) 1067746823836 (**JSC UWC Shares**) and 100% of shares in Adaptive Capital Ltd., BIN (business identification number)

240240900469 (**Adaptive**) (**Adaptive Shares** and, together with BTS LLC Participatory Interest, GTIM LLC Participatory Interest, JSC NFC Shares, JSC UWC Shares, **Assets**) and all rights attached to the Assets to Limited Liability Company “KSP Capital Asset Management”, asset manager of Closed-end Mutual Investment Combined Fund “Transatlant“, OGRN (primary state registration number) 1077759966756, incorporated in the Russian Federation (**Purchaser**); and

- (b) the assignment (**Assignment**) of any and all rights (including the right to demand and receive principal amounts and accrued interests) under (i) a loan agreement between the Company (as lender) and GTIM LLC (as borrower) No. G/GTIM-122023 dated 15 December 2023 (as amended) (**Loan Agreement 1**) and (ii) a loan agreement between the Company (as lender) and Adaptive (as borrower) No. GA-122024/1 dated 29 November 2024 (as amended) (**Loan Agreement 2**) to the Purchaser,

each on the following principal terms:

- I. the sale and purchase agreement with respect to the Sale and Assignment between the Company and the Purchaser (**SPA**) shall be governed by Russian law;
- II. the condition precedent for the execution of the Sale and Assignment will be the approval of the Sale and Assignment by the extraordinary general meeting of shareholders of the Company (**CP**);
- III. total consideration for the Assets and Assignment will be USD 766,768,514 (seven hundred sixty-six million, seven hundred sixty-eight thousand, five hundred fourteen) (**Total Consideration**). The specified Total Consideration is final and is not subject to any adjustment and is broken down as follows:
 - the consideration for BTS LLC Participatory Interest is USD 247,932,960 (two hundred forty-seven million, nine hundred thirty-two thousand, nine hundred sixty);
 - the consideration for GTIM LLC Participatory Interest is USD 136,363,128 (one hundred thirty-six million, three hundred sixty-three thousand, one hundred twenty-eight);
 - the consideration for JSC NFC Shares is USD 260,329,609 (two hundred sixty million, three hundred twenty-nine thousand, six hundred nine);
 - the consideration for JSC UWC Shares is USD 8,677,654 (eight million six hundred seventy-seven thousand six hundred fifty-four);
 - the consideration for Adaptive Shares is USD 1 (one);
 - the consideration for the Assignment of the rights under the Loan Agreement 1 is USD 94,056,540 (ninety-four million fifty-six thousand five hundred forty);

- the consideration for the Assignment of the rights under the Loan Agreement 2 is USD 19,408,622 (nineteen million four hundred eight thousand six hundred twenty-two);
- IV. Total Consideration will be paid by the Purchaser in Russian Rubles;
 - V. Total Consideration will be paid within 90 days from the closing date of the Sale, which shall occur within ten business days following the date when the CP is satisfied, unless other closing date has been agreed by the Company and the Purchaser (**Closing Date**);
 - VI. on the Closing Date, the Company and the Purchaser shall take all necessary actions and execute all required documents to transfer the title to the Assets to the Purchaser;
 - VII. the title to all Assets shall be transferred to the Purchaser within 60 calendar days following the Closing Date, otherwise the Purchaser is entitled to withdraw from the SPA;
 - VIII. the Assignment shall become effective on the Closing Date;
 - IX. the SPA will provide for the customary representations and warranties from the Purchaser and the Company.

RESOLUTION 2: that the directors of the Company are authorised pursuant to Article 510 (*Power of directors to allot shares etc: authorisation by company*) of the Abu Dhabi Global Market Companies Regulations 2020 (as amended) (**Companies Regulations**) to exercise all the powers of the Company to allot (**Allotment**) new ordinary shares of the Company (**New Shares**) on such terms, and in such manner as the directors may think fit (**Authority**), subject to the following conditions:

- the maximum amount of New Shares which may be allotted under this Authority will be 24,745,976 with the issue price of USD4.11 per 1 New Share (**Issue Price**);
- the New Shares are to be wholly paid up by way of transferring of up to 24,745,976 global depositary receipts (ISIN: US37949E2046) representing ordinary shares of the Company, held in National Settlement Depository and PJSC “SPB Bank” (**Consideration GDRs**), the fair market value of which has been determined by an independent valuer in accordance with Article 553 (*Non-cash consideration for shares: requirements as to valuation and report*) of the Companies Regulations. The value of 1 Consideration GDR, according to such valuer’s report, is equal to the Issue price. Accordingly, 1 New Share shall be allotted for each 1 Consideration GDR transferred. Such Consideration GDRs shall become non-voting and non-eligible for the dividend distribution upon them being transferred to the Company and the Company shall not exercise any voting rights in respect of such Consideration GDRs;
- the New Shares are to be allotted to, and Consideration GDRs are to be received from GTI Finance LLC, OGRN (primary state registration number) 1247700572701 (GTI Finance LLC). For the avoidance of doubt, no other person shall be eligible to exercise allotment rights (**Allotment Rights**); and

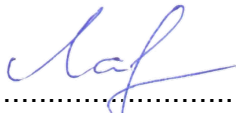
- this Authority shall expire in 5 years from the date on which the resolution is passed by virtue of which the Authority is given;

RESOLUTION 3: that, subject to the passing of Resolution 2, the directors of the Company are empowered pursuant to Article 524 (*Exception to pre-emption right: issue for non-cash consideration*) of the Companies Regulations to allot New Shares, which are to be wholly paid up otherwise than in cash, pursuant to the Authority conferred on them by Resolution 2, and Article 520(1) (*existing shareholders' right of pre-emption*) of the Companies Regulations does not apply to the Allotment;

RESOLUTION 4: that the Company's directors, acting individually or jointly, be authorised to do all acts and things necessary to implement (or procure implementation of) the Sale, the Assignment and the Allotment, including but not limited to completing, finalising and executing subscription agreements, instruments, share transfer agreements, instruments of transfer, deeds, notices or other documents, appearing before any relevant governmental authority, stock exchange, completing and filing the relevant documents, declarations, applications and statutory forms, as well as to make any and all assurances, declarations and publications necessary or desirable for the implementation of the aforementioned resolutions.

By order of the Board of Directors of

GLOBALTRANS INVESTMENT PLC



.....
Aleksandr Lavrentjev
Company Secretary

18 March 2025

Office address: Office Unit 3, Floor 6,
Al Sila Tower, Abu Dhabi Global Market Square,
Al Maryah Island, Abu Dhabi, UAE



Notes to the notice of extraordinary general meeting of shareholders of GLOBALTRANS INVESTMENT PLC (15740):

Entitlement to attend and vote

1. Only those shareholders registered in the Company's register of members:
 - a. no later than close of business (1:00 p.m. (UAE time)) on the day two days before the time set for holding the meeting (excluding non-working days); or
 - b. if this meeting is adjourned, no later than close of business (1:00 p.m. (UAE time)) on the day two days before the time set for holding the adjourned meeting (excluding non-working days),

shall be entitled to attend, speak and vote at the meeting. Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

Appointment of proxies

2. Every member entitled to attend and vote at the above-mentioned general meeting is entitled to appoint one or more proxies to attend and vote on his/her behalf on the condition however that such appointment must be made by a single instrument. Provided that the presence in an event of the person mentioned first on the instrument appointing a proxy shall preclude any other person mentioned therein from attending and so on. Such proxy need not be a member of the Company. To be valid, the relevant instrument appointing a proxy must be in the form attached to this notice of a general meeting and if applicable the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority shall be delivered at the registered office of the Company, at Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE not later than 48 hours before the time for holding the general meeting.

Corporate representatives

3. Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at the meeting, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

Circulation of statement

4. Under Article 331 of the ADGM Companies Regulations 2020 (as amended), shareholders meeting the threshold requirements set out in that Article, may require the company to circulate, to members of the company entitled to receive notice of a general meeting, a statement of not more than 1,000 words with respect to

- a. a matter referred to in a proposed resolution to be dealt with at that meeting, or
- b. other business to be dealt with at that meeting.

Issued shares and total voting rights

5. As at 5:00 p.m. (UAE time) on 18 March 2025 (being the latest practicable date before publication of this notice), the Company's issued share capital consists of 178,318,259 ordinary shares of nominal value USD 0.10 each. Each ordinary share carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company as at 5:00 p.m. (UAE time) on 18 March 2025 is 178,318,259 excluding treasury shares.

It is proposed that all votes on the resolutions at the extraordinary meeting of shareholders will be taken by way of a poll. On a vote by poll, every ordinary shareholder has one vote for every ordinary share held.

The Company's website will include information on the number of shares and voting rights.

Questions at the meeting

6. We will be offering shareholders the opportunity to submit questions in advance of the meeting by sending them to irteam@globaltrans.com. The question facility will not constitute attendance or participation on the part of the shareholder in the legal proceedings of the meeting.
7. Any shareholder attending the meeting has the right to ask questions. If multiple questions on the same topic are received in advance, the Chair may choose to provide a single answer to address shareholder queries on the same topic.
8. The Company must answer any question you ask relating to the business being dealt with at the meeting unless:
 - a. Answering the question would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information.
 - b. The answer has already been given on a website in the form of an answer to a question.
 - c. It is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

If you attend the meeting in person, you may be included in the recording of the meeting. Please note that this recording is solely for the purposes of creating a transcript of the meeting and will not be publicly available.

Voting

9. Voting on all resolutions will be conducted by way of a poll. This is a more transparent method of voting as shareholders' votes are counted according to the number of shares registered in their names.

As soon as practicable following the meeting, the results of the voting will be announced through AIX Regulatory Announcement Service (<https://aix.kz/issuers/globaltrans-investment-plc-gltr/>) and posted on the Company's website (www.globaltrans.com).

Appendix 1

Proxy Form

To: Globaltrans Investment Plc (the “Company”)

Extraordinary General Meeting

[NAME AND ADDRESS OF SHAREHOLDER WITH REFERENCE DETAILS]

I/We of being a member/members of the Company hereby appoint of or failing him of as my/our proxy to vote for me/us or on my/our behalf at the Extraordinary General Meeting of the Company, to be held on 3 April 2025 and at any adjournment thereof.

Signed:.....

Name:.....

Date:

Notes to Form of Proxy:

Form of Proxy

1. As a member of the Company you are entitled to appoint one or more proxies to attend and vote on your behalf on the condition however that such appointment must be made by a single instrument. Provided that the presence in an event of the person mentioned first on the instrument appointing a proxy shall preclude any other person mentioned therein from attending and so on. To be valid, the relevant instrument appointing a proxy must follow the procedures set out in these notes.
2. Appointment of a proxy does not preclude you from attending the meeting and voting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.
3. The Form of Proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
4. To be valid, this Form of Proxy and if applicable the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority must be delivered at the legal address of the Company, at Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE not later than 48 hours before the time for holding the meeting.
5. In the case of a member which is a company, this proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

Appointment

6. A proxy need not be a member of the Company but must attend the meeting to represent you.
7. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. If you are appointing more than one proxy, please indicate in the box next to the proxy holder's name the number of shares in relation to which they are authorised to act as your proxy and indicate by ticking the relevant box that the proxy appointment is one of multiple appointments being made. Multiple proxy appointments should be returned together in the same envelope.
8. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.
9. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence. For details of how to change your proxy instructions or revoke your proxy appointment, see below.

Changing proxy instructions

10. Shareholders may change proxy instructions by submitting a new proxy appointment. Note that the deadline for receipt of proxy appointments also applies in relation to amended instructions; any amended proxy appointment received after the relevant deadline will be disregarded.
11. Where you have appointed a proxy using the hard-copy proxy form and would like to change the instructions using another hard-copy proxy form, please contact the Company Secretary.

Termination of proxy appointment

12. You may terminate a proxy instruction, but to do so you will need to inform the Company in writing by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to the legal address of the Company, at Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE. In the case of a shareholder which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.
13. Revocation notice must be received by the Company Secretary at the legal address of the Company, at Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE no later than 48 hours before the time for holding the meeting.
14. If you attempt to revoke your proxy appointment but the revocation is received after the time specified, your original proxy appointment will remain valid unless you attend the meeting and vote in person.

Appendix 2

Subscription Agreement

relating to ordinary shares of Globaltrans Investment PLC

Dated [●] 2025

Globaltrans Investment PLC
(the Company)

GTI Finance LLC
(the Subscriber)

Subscription Agreement

Dated [●] 2025

Between

- (1) Globaltrans Investment PLC, a public company limited by shares registered under the laws of the Abu Dhabi Global Market, registration number 15740, with its registered office at: Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, the UAE (the **Company**); and
- (2) GTI Finance LLC, a limited liability company registered under the laws of the Russian Federation, OGRN (primary state registration number) 1247700572701, with its registered office at: Building 1, 39 Nizhnyaya Krasnoselskaya Street, Moscow, 105066, the Russian Federation (the **Subscriber**).

Recitals

- A The Company redomiciled, i.e. transferred its legal seat, to the Abu Dhabi Global Market, and was registered as a company continuing outside the Republic of Cyprus, in the UAE, Abu Dhabi, the Abu Dhabi Global Market by way of continuation in the Abu Dhabi Global Market on 26 February 2024.
- B The Company has the share capital of USD 17,831,825.9 divided into 178,318,259 Ordinary Shares of par value USD 0.1 each.
- C The Subscriber is the sole legal owner of the Consideration GDRs.
- D Conditionally upon the terms and conditions of this Agreement, the Company has agreed to allot the Subscription Shares to the Subscriber in consideration for the Subscriber transferring to the Company the Consideration GDRs.
- E The EGM has approved the resolution dated [●] 2025 on the authorisation of the Board of Directors to allot the Subscription Shares. The Board of Directors being duly authorised by the EGM to do so has approved the resolution dated [●] 2025 on the allotment of the Subscription Shares.

It is agreed:

1 Interpretation

- 1.1 In this Agreement, the following words and expressions have the following meanings:

Board of Directors means the board of directors of the Company.

Blocking Sanctions means any laws, regulatory acts or trade embargoes relating to blocking sanctions (asset freezes) providing for the blocking of assets that are at the relevant time being implemented or enforced by any Sanctions Authority. For the avoidance of doubt, Blocking Sanctions do not include other sanctions that do not provide for the blocking of assets.

Business Day means a day (excluding Saturdays, Sundays and public holidays) on which banks in Abu Dhabi and Moscow are generally open for business.

Company Account means the Company's account the details of which are set out in Schedule hereto.

Conditions means each of the conditions set out in Clause 2.1 and **Condition** shall be construed accordingly.

Consideration GDRs means 24,745,976 global depositary receipts (ISIN: US37949E2046) representing 24,745,976 Ordinary Shares and comprising 13.88% in the share capital of the Company.

Control means the ability of a person to ensure, directly or indirectly (by virtue of ownership of shares or voting rights), the conduct of business by another person in accordance with the wishes of the first person, and the terms **under Control**, **Controlling** and **under common Control** with shall be construed accordingly.

EGM means an extraordinary general meeting of shareholders of the Company.

Encumbrances means all encumbrances including any third party right, option, lien, mortgage, debenture, charge, equity, rent charge, right of pre-emption, bill of sale, assignment or deposit for the purpose of security, pledge, right of set-off, retention of title or hypothecation or other encumbrance securing the repayment of monies or other obligation or liability of a person or any agreement or commitment to create any of the foregoing.

Ordinary Shares means ordinary shares of par value USD 0.1 each in the share capital of the Company.

Register means the register of members of the Company.

Registrar means the Company in its capacity as the registrar maintaining the Register.

Sanctions Authority means (i) the UN Security Council; (ii) the U.S. government; (iii) the European Union; (iv) the UK government; and (v) the relevant government agencies and departments of the above bodies, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce, His Majesty's Treasury and the Office of Financial Sanctions Implementation of the United Kingdom.

Sanctions List means the List of Specially Designated Nationals and Blocked Persons of the U.S. Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets of His Majesty's Treasury (only the "Asset freeze targets" section, but not the "Persons named in relation to financial and investment restrictions" section), or any similar list maintained by any Sanctions Authority, or a public announcement of sanctions against any persons made by any Sanctions Authority, in each case as amended, supplemented and replaced, provided that any such list relates to so-called freezing or blocking sanctions, but does not include other sanctions that do not provide for the blocking of assets.

Sanctioned Person means a person (i) who is included by any Sanctions Authority in any Sanctions List or designated as such in any Sanctions List, (ii) in which any persons so designated or included (individually or jointly) have an interest or Control, resulting in the property of such person being blocked in accordance with any Blocking Sanctions, or (iii) who acts on the instructions of any of the above persons.

Subscription means the subscription by the Subscriber for the Subscription Shares pursuant to this Agreement.

Subscription Shares means 24,745,976 new Ordinary Shares, which will comprise 13.88% in the share capital of the Company, to be issued and allotted pursuant to the Subscription.

1.2 In this Agreement:

- (a) any gender includes any other gender;
- (b) the singular includes the plural and vice versa;
- (c) references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- (d) references to clauses are to clauses of this Agreement;
- (e) the recitals form part of this Agreement and the expression **this Agreement** includes the recitals;
- (f) the headings in this Agreement are for convenience only and shall not affect its interpretation;
- (g) any reference to a statutory provision includes a reference to any modification, consolidation, replacement or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it provided that, as between the parties, no such modification, consolidation or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (h) any phrase introduced by the terms **including** or **include** or any similar expression shall not limit the sense of the words preceding those terms;
- (a) references in this Agreement to "**USD**" are to the lawful currency of the United States of America;
- (b) references to times of the day are (unless otherwise expressly provided) to the UAE time and references to a day are to a period of 24 hours running from (but excluding) midnight on the previous day; and
- (c) references to any person shall include that person's successors.

2 Conditions

2.1 The Subscription and allotment of the Subscription Shares to the Subscriber are conditional upon:

- (a) the signing by the parties of this Agreement;
- (b) the receipt by the Company of the Consideration GDRs in accordance with Clause 3.5;
- (c) the warranties of the Subscriber contained in Clause 6 of this Agreement shall have been true and correct on the date of this Agreement, on the date of transfer of the Consideration GDRs to the Company and as of the date of the Subscription and allotment of the Subscription Shares to the Subscriber;

- (d) the Subscriber shall have performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants, conditions and obligations contained herein that are required to be performed or complied with on or before the date of the Subscription and allotment of the Subscription Shares to the Subscriber;
- (e) no competent authorities of jurisdictions of incorporation of the Company or the Subscriber shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, prevents, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement, or imposes any fines or penalties in connection with the transactions contemplated by this Agreement, that, in each case, in the Company's reasonable opinion, renders the Subscription and allotment of the Subscription Shares to the Subscriber impractical or inadvisable; and
- (f) no action, suit, proceeding or investigation shall have been instituted by a competent authority of a relevant jurisdiction or threatened that seeks to restrain, enjoin, prevent, prohibit or otherwise make illegal the consummation of the transactions contemplated by this Agreement, or imposes any damages or penalties in connection with the transactions contemplated by this Agreement, that, in each case, in the Company's reasonable opinion, renders the Subscription and allotment of the Subscription Shares to the Subscriber impractical or inadvisable.

2.2 If any of the Conditions are not fulfilled on or before their respective times and/or dates for fulfilment as set out in Clause 2.1 (or such later times and/or dates as may be agreed between the Company and the Subscriber), unless otherwise agreed between the Parties, this Agreement shall automatically terminate, any Consideration GDRs received by the Company (if any) will be returned to the Subscriber and neither party shall have any liability to the other in respect of such termination.

3 Subscription

3.1 The Subscriber agrees to subscribe for the Subscription Shares and undertakes to the Company to transfer the Consideration GDRs to the Company prior to the allotment of the Subscription Shares by the Company in accordance with the terms of this Agreement.

3.1 The Consideration GDRs shall be transferred (i) free from any Encumbrances and (ii) together with all rights attached to them.

3.2 The Company agrees and undertakes to the Subscriber to allot the Subscription Shares to the Subscriber (subject to the satisfaction of the conditions set out in Clause 2.1) in accordance with the terms of this Agreement.

3.3 The Subscription Shares shall be allotted (i) fully paid and free from any Encumbrances (ii) in accordance with the Company's articles of continuance and (iii) together with all rights attached to them.

3.4 The Parties hereby acknowledge and agree that (i) the price of the Consideration GDRs and the aggregate issue price of the Subscription Shares are determined by an independent valuer in accordance with Companies Regulations 2020 for the formation and registration of companies in the Abu Dhabi Global Market and amount to USD [●], (ii) for the purposes of this Agreement the price of the Consideration GDRs is equal to the price of the Subscription Shares and (iii) the Consideration GDRs and the Subscription Shares constitute the full consideration

the Subscriber and the Company are entitled to hereunder, respectively, and no cash payments between the Parties are contemplated.

3.5 The Subscriber agrees and undertakes to the Company to transfer the Consideration GDRs to the Company's Account within 5 (five) Business Days following the execution of this Agreement.

3.6 The Company undertakes to the Subscriber that the Subscription Shares will, immediately upon issue, rank pari passu in all respects with all the other issued Ordinary Shares.

4 Share Allocation

Within 5 (five) Business Days after the Consideration GDRs are credited to the Company account, the Company in its capacity as the Registrar shall register (without charging the registration fee)] the Subscriber in the Register as the holder of the Subscription Shares subscribed by it pursuant to this Agreement and shall issue an issue certificate within two months after allotment without charging the issue fee.

5 Warranties

5.1 The Subscriber warrants, confirms, acknowledges and agrees that:

- (a) it is duly formed, validly existing and in good standing in the jurisdiction of its organisation. The Subscriber has all requisite power and authority to carry on its business as it is currently being conducted.
- (b) it has taken all necessary actions and has all the requisite power and authority to enter into and perform this Agreement, and that the Agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on that party in accordance with its terms;
- (c) the execution and delivery of this Agreement and compliance with its terms shall not breach or constitute a default under:
 - (i) its constitutive documents, or any other agreement or instrument to which it is a party or by which it is bound; or
 - (ii) any order, judgment, decree or other restriction applicable to it; and
- (d) it has had access to all information it believes necessary or appropriate in connection with his decision to acquire the Subscription Shares;
- (e) it is subscribing for the Subscription Shares on his own account and not as agent or nominee for any third party;
- (f) its purchase of the Subscription Shares does not trigger in the jurisdiction in which it is resident, incorporated or established, or is a citizen of: (i) any obligation to prepare or file a prospectus or similar document or any other report with respect to such purchase; (ii) any disclosure reporting obligation of the Company; or (iii) any registration or other obligation on the part of the Company;
- (g) it has complied with all relevant laws of all relevant territories, obtained all requisite governmental, regulatory or other consents which may be required in connection with his Subscription, complied with all requisite formalities and that it has not taken any action or omitted to take any action which will result in the Company or its directors,

officers, agents, employees agents or advisers acting in breach of the legal or regulatory requirements of any territory in connection with his Subscription;

- (h) Subscription on the terms and conditions set out in this Agreement is, subject to the Conditions being satisfied, irrevocable and is not capable of termination or rescission by him in any circumstances;
- (i) it is bound by the terms of the Company's articles of continuance;
- (j) the Subscriber is not subject to any Blocking Sanctions, is not owned or Controlled by any Sanctioned Person and is not included in any Sanctions List in each case, to the extent that (i) compliance with the relevant Blocking Sanctions is mandatory from the perspective of the personal law (*lex personalis*) of the Subscriber or (ii) the consequences of being owned or Controlled by a Sanctioned Person or being included in a Sanctions List have legal effect from the perspective of the personal law (*lex personalis*) of the Subscriber;
- (k) it is aware of risks associated with the purchase of the Subscription Shares;
- (l) it is the legal owner and has good and marketable title to the Consideration GDRs with the right and authority to sell and deliver such Consideration GDRs to the Company as provided herein;
- (m) the Consideration GDRs are free from any Encumbrances; and
- (n) the Company and its related entities and affiliates will rely upon the truth and accuracy of these acknowledgments, warranties and agreements and that if any such statements are no longer accurate, it will notify the Company immediately.

6 Fees and Costs

Each of the parties shall bear and pay its own legal, accountancy and other incidental fees and expenses incurred and incidental to the preparation and implementation of this Agreement.

7 Announcements

- 7.1 No public announcement or communication or other provision of information concerning the Company or the Subscriber or the allotment of the Subscription Shares to the Subscriber may be made or despatched by the Subscriber without the prior written consent of the Company.
- 7.2 For the avoidance of doubt, nothing in this Agreement shall restrict the ability of the Company to make any announcement or communication to the extent that it is required by law, rules, practices and procedures laid down by any regulatory body to which the Company is subject in any jurisdiction.

8 Notices

- 8.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, courier using an internationally recognised courier company to the address or email address (as the case may be) specified in Clause 8.3 or to such other address or email address as the relevant Party may from time to time specify by notice to the other Party given in accordance with this Clause 8.

8.2 A notice shall be effective upon receipt and shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand or courier; or
- (b) if sent by email, the earlier of (a) when the sender receives an automated message confirming delivery; or (b) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

provided that, in each case, a notice received, or deemed to be received, on a day which is not a Business Day in the place of receipt, or after 5 pm on any Business Day in the place of receipt, shall be deemed to have been received on the next following Business Day in the place of receipt (and for the purposes of this Clause 8, a Business Day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

8.3 The relevant details of each Party at the date of this Agreement are:

Company

Address: Office Unit 3, Floor 6, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE

Email: [●]

Attention: [●]

Subscriber

Address: 1 Building, 39 Nizhnyaya Krasnoselskaya Street, Moscow, 105066, Russian Federation

Email: [●]

Attention: [●]

8.4 Should a Party fail to notify the other Party of any change to its address in accordance with Clause 8.3, then any notice served under this Clause 8 shall be validly served by that second Party if served to the address listed in Clause 8.3. In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 8.2.

9 Miscellaneous Provisions

9.1 **Assignment.** The successors in title of the parties shall have the benefit of this Agreement. Save as aforesaid, the benefit of this Agreement may not be assigned by either party without the prior written agreement of the other party, and then only on the condition that the liability of the party providing such consent is not increased or extended as a result of any such assignment.

9.2 **Entire Agreement.** This Agreement, together with the agreements referred to herein, constitute the entire and the only legally binding agreements between the Company and the Subscriber relating to the subject matter of this Agreement. All other warranties, undertakings, conditions and indemnities are hereby excluded to the maximum extent permitted by law, save that nothing in this Agreement shall exclude liability for fraud, gross negligence or willful default.

- 9.3 **Variations.** No variations of this Agreement shall be effective unless made in writing signed by or on behalf of the parties to this Agreement and expressed to be such a variation.
- 9.4 **Counterparts.** This Agreement may be executed in two counterparts by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email (PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.
- 9.5 **Third Party Rights.** No person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.
- 9.6 **Illegality.** If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 9.7 **Survival.** All the provisions of this Agreement shall (except for any obligation fully performed prior to or on the date of this Agreement) continue in full force and effect after the date of this Agreement.
- 9.8 **Waiver.** Save to the extent expressly stated in this Agreement, no neglect, indulgence, failure to exercise or delay on the part of either party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver must be in writing and may be given subject to any condition thought fit by the grantor. Any waiver shall be effective only in the instance and for the purpose for which it is given.
- 9.9 **Rights cumulative.** The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 9.10 **Time of essence.** Time shall be of the essence in this Agreement, both in relation to times, dates and periods specified in it and any times, dates and periods which may, by agreement in writing between the parties, be substituted for them.

10 **Governing Law and Jurisdiction**

- 10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, is governed by and shall be construed in accordance with the laws of the Abu Dhabi Global Market.
- 10.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (**HKIAC**) under the HKIAC Administered Arbitration Rules (**Rules**) in force when the Notice of Arbitration is submitted.
- 10.3 The law of this arbitration clause shall be Hong Kong Law.
- 10.4 The seat of arbitration shall be Hong Kong.
- 10.5 The number of arbitrators shall be three.

- 10.6 The arbitration proceedings shall be conducted in English language.
- 10.7 The fees and expenses of the arbitral tribunal shall be determined on the basis of Schedule 2 of the Rules.
- 10.8 For the purpose of Clause 10 terms used but not otherwise defined herein have the meanings given to them in the Rules.

This Agreement has been duly executed under hand by the parties on the date first written above.

Signed by a duly authorised director on)
behalf of **Globaltrans Investment PLC**)
)

Signed by an authorised signatory on)
behalf of **GTI Finance LLC**)
)

Schedule

Name of depository receiving the securities: ALOR+ LLC

Depo account number in the NSD: [●]

Depo subaccount in the NSD: [●]

NSD depositor code: [●]