**Roemer Capital (Europe) Limited**
Georgiou Karaiskaki, 17
LIMASSOL BUSINESS CENTRE
Floor 4, Office 4
3032 Limassol
Cyprus
(the “**Purchaser**” or “**you**”)

BY EMAIL AT tender4@roemercapital.com

**TENDER INSTRUCTION**

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| **PART A. GENERAL** |

Reference is made to the Invitation to Voluntary Tender of Roemer Capital (Europe) Limited dated 22 May 2024 (“**Memorandum**”) available on the designated website <https://roemercapital.com/news/cian>. This is a Tender Instruction. Capitalised terms not otherwise defined herein have the meanings ascribed to them in the Memorandum.

We, the undersigned (the “**Seller**”, “**we**” or “**us**”), being the holders of the Eligible Shares hereby submit our firm binding offer to sell to the Purchaser Eligible Shares in an amount not exceeding the amount specified below on the terms and subject to conditions of the Tender Documents.

Number of Eligible Shares: up to       units.

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| **PART B. SELLER INFORMATION** |

1. **Corporate Details**

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| --- | --- |
| Legal Name:  |       |
| Country of Incorporation: |       |
| Date of Incorporation:  |       |
| Registration Number:  |       |
| Legal Form: |       |
| Registered Office Address: |       |
| Head Office Address (if different) |       |
| Telephone Number: |       |
| Website: |       |
| Email: | General:       Settlement Team:       |
| Country of Tax Residence: |       |
| Tax Identification Number: |       |
| LEI Code: |       |
| LEI Expiration Date: |       |
| License Type: |       |
| Name of Regulator: |       |
| License Number: |       |
| Link to Regulator’s Website |       |
| Number of Employees (average): |       |

1. **Board Members/Partners**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Salutation | Full Name | Date of Birth | Citizenship | Country of Residence | Function |
|       |       |       |       |       |       |
|       |       |       |       |       |       |
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1. **Ultimate Beneficial Owners[[1]](#footnote-2)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Salutation | Full Name | Date of Birth | Citizenship | Country of Residence | Ownership Percentage |
|       |       |       |       |       |       |
|       |       |       |       |       |       |
|       |       |       |       |       |       |

1. **Politically Exposed Person (PEP) Status**

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| Please, state whether any persons who are included in your entity’s ownership or organizational structure, or any of these persons’ family or business associates, are PEPs or close relatives or associates of PEPs. | [ ]  Yes [ ]  No |
| If yes, please provide details: |
|       |

1. **Certain Activities Disclosure**

Please select yes or no as appropriate:

|  |  |
| --- | --- |
| Is your entity or any of its authorised or beneficiary persons involved in any business in countries against which the US, EU, UN, and/or UK have enacted economic sanctions/embargoes? | [ ]  Yes [ ]  No |
| Is your entity or any of its authorised or beneficiary persons have any personal or business relations with individuals or entities against which the US, EU, UN, and/or UK have enacted economic sanctions/embargoes? | [ ]  Yes [ ]  No |
| Is your entity or any of its authorised or beneficiary persons subject to any sanction, embargo and/or restrictive measure administered, enacted or enforced by OFAC, EU, UN or UK? | [ ]  Yes [ ]  No |
| If the answer to any of the above is yes, please give details:       |

1. **Funds under management and underlying (sub)funds**

If you are a fund manager/advisor or a fund with underlying (sub)funds, please provide below the names and LEIs of the funds under your management or of your underlying (sub)funds.

|  |  |
| --- | --- |
| **Legal name** | **Legal Entity Identifier** |
|       |       |
|       |       |
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| **PART C. SETTLEMENT INSTRUCTIONS** |

Please specify below the details of your accounts that will be used for the settlement of the Transaction.

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| **Securities transfers** |
| Beneficiary: |       |
| Beneficiary’s Account: |       |
| Custodian: |       |
| Custodian BIC: |       |
| Sub-Custodian:  |       |
| Sub-Custodian BIC:  |       |
| Sub-Custodian Account: |       |

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| **PART D. SELLER’S REPRESENTATIONS AND WARRANTIES** |

1. **General Representations**

By signing herein below, we represent and warrant to you that:

* + 1. the Seller has been duly incorporated and validly existing under the law of its jurisdiction of incorporation, and has the power, capacity and authority to carry on its business as it is being conducted in any relevant jurisdiction such as its country of incorporation or country where it has its registered seat or principal place of business;
		2. the Seller is duly authorised to execute and deliver the Tender Documents and to perform its obligations under the Tender Documents and has taken all necessary action to authorise such execution, delivery and performance;
		3. any person representing the Seller in entering into the Tender Documents is duly authorised to do so on its behalf;
		4. the Seller is authorised under any and all laws, rules, regulations, codes, customs or practices of any country affecting the Seller’s rights and liabilities in respect of the Tender Documents (the “**Applicable Regulations**”) and has all necessary permissions in each case to enable it to perform its obligations under the Tender Documents and has taken all necessary action and obtained all requisite or desirable approvals, corporate or other consents to enable it to execute, deliver and perform its obligations under the Tender Documents and to make it admissible in evidence in its jurisdiction of incorporation or principal place of business, and it shall provide the Purchaser with copies of such authorisations, consents or approvals as the Purchaser may reasonably require and promptly notify the Purchaser of any change in its status, authorisations or consents. Any such authorisations, consents or permissions are in full force and effect;
		5. the execution, delivery and performance of the Tender Documents will not violate any law, ordinance, charter, by-law or rule applicable to the Seller or any agreement by which it is bound or by which any of its assets are affected;
		6. the Seller’s obligations under the Tender Documents are legal, valid, binding and enforceable and the Tender Documents create valid and legally binding obligations enforceable in accordance with their terms;
		7. the choice of the law of England and Wales as the governing law of the Tender Documents will be recognised and enforced in the Seller’s jurisdiction of incorporation or principal place of business and any judgement or arbitral award obtained in relation to the Tender Documents will be recognised and enforced in that jurisdiction;
		8. no event of default has occurred, is continuing or will occur as a result of entering into or performing its obligations under the Tender Documents and no other event or circumstance is outstanding, which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument or any law or regulation or judicial or official order, which is binding on the Seller or to which any of its assets are subject. The Seller shall notify the Purchaser of any event of default (and the steps, if any, being taken to remedy it) immediately on becoming aware of its occurrence;
		9. the Seller is and will be knowledgeable of and experienced in the risks of entering into the Tender Documents, capable of evaluating the related merits and risks and able to bear the related economic risks;
		10. the Seller will comply with all Applicable Regulations, which may be applicable to it or its investments from time to time;
		11. the Seller shall assist the Purchaser and shall supply to the Purchaser promptly, any information about its financial condition, business, operations or any other matter that the Purchaser may reasonably request or which the Purchaser must hold for discharge of its obligations under any regulatory and/or tax obligations, and it will provide the Purchaser with any instructions or orders and/or complete such procedural formalities as may be required by applicable tax or other law and/or practice and, at the Purchaser’s request, it will supply in a timely manner all tax-related forms, documents, certificates or other information that may be periodically required to enable the Purchaser to comply with other party’s or any other tax-related information reporting obligations and/or make any payments to it;
		12. the Seller has satisfied itself and will continue to satisfy itself as to the tax implications of the Tender Documents;
		13. it is not necessary to file, record or enroll any Tender Documents with any court or other authority or pay any stamp, registration or similar taxes in relation to the Tender Documents;
		14. the Seller is subject to tax in the country of its tax residency;
		15. the information, in written or electronic format, supplied by the Seller to the Purchaser in connection with the Tender Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be) complete, true and accurate and not misleading in any material respect, nor rendered misleading by a failure to disclose other information except to the extent that it was amended, superseded or updated by more recent information supplied to the Purchaser;
		16. the Seller is entering into the Tender Documents at its own initiative without any solicitation by the Purchaser or any of its affiliates;
		17. the Seller is not relying on any advice (whether written or oral) of the Purchaser, other than the representations expressly set out in the Tender Documents;
		18. the Seller has made its own decisions regarding the entering into of the Tender Documents based upon its own judgment and upon advice from such professional advisers as it has deemed it necessary to consult;
		19. the Seller understands the terms, conditions and risks of the Tender Documents and is willing to assume (financially and otherwise) those risks;
		20. at the time of transfer to the Purchaser of any Eligible Shares the Seller will have the full and unqualified right to make such transfer and that upon such transfer of Eligible Shares the Purchaser will receive all right, title and interest in and to those Eligible Shares free of any lien, claim, charge or encumbrance;
		21. none of Seller’s activities in relation to the Tender Documents could reasonably be expected to result in a violation by either party of any economic or financial sanctions, trade embargoes or other similar prohibitions or restrictions on activity pursuant to any laws, regulations, orders or licenses imposed, administered or enforced from time to time by any authority responsible for the imposition, administration and/or enforcement of sanctions, including without limitation the United Nations Security Council, the United States (including the US Department of Treasury Office of Foreign Assets Control and the US State Department), the United Kingdom (including HM Treasury Office of Financial Sanctions Implementation), and, in each case, any successor to, or replacement for, any such authority (“**Sanctions**”);
		22. no cash, securities or other provision pursuant to the Tender Documents will be made available, directly or indirectly, to or for the benefit of a target of any Sanctions or otherwise, directly or indirectly, applied or used to finance or facilitate any activity or transaction of or with a target of any Sanctions or otherwise in a manner or for a purpose prohibited by any Sanctions; and
		23. neither the Seller nor any Seller’s director, officer, agent, employee, or any person acting on behalf of the Seller or on whose behalf the Seller may be acting is a target of any Sanctions or acts directly or indirectly on behalf of, a target of any Sanctions.

By signing herein below, we agree that the representations and warranties set out hereinabove will be deemed repeated by us on behalf of the Seller on the date of the Transaction and on the Transaction settlement date.

1. **Personal Data**

By signing herein below, we represent and warrant that we have the right to provide to you personal data of all data subjects mentioned herein and that we will provide any requisite notice to the relevant individuals and ensure that there is a proper legal basis for you to process the personal data as described in and for the purposes outlined in your Customer Privacy Notice. We hereby confirm that we have read the Customer Privacy Notice available at [roemercapital.com](https://roemercapital.com/)/disclosures/ and acknowledge that personal data provided herein before will be processed by the means and for the purposes defined therein.

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| **KYC DOCUMENTS** |

The Seller shall provide to the Purchaser its KYC pack that shall include as a minimum:

1. Signed ownership structure leading to the UBO
2. Proof of authority of the signatory(ies)
3. Wolfsberg Questionnaire
4. W-series form as applicable signed in wet ink
5. Audited financial statements for the previous 2 years

**~SIGNATURE PAGE FOLLOWS~**

**SIGNATURE PAGE**

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| **SIGNED FOR AND ON BEHALF OF** |
| SELLER FULL REGISTERED NAME: |       |

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNATURE: |  | SIGNATURE: |  |
|  |  |  |  |
| NAME OF SIGNATORY: |       | NAME OF SIGNATORY: |       |
|  |  |  |  |
| POSITION OF SIGNATORY: |       | POSITION OF SIGNATORY: |       |
|  |  |  |  |
| DATE: |       |  |  |

1. The natural person(s) who ultimately owns or controls the entity through direct or indirect ownership holding a percentage of more than 25% of the company’s shares or voting rights or ownership interest or exercises control via other means other than a company listed on a regulated market in EU or equivalent stock markets. [↑](#footnote-ref-2)