

**Material fact notice  
on resolutions passed by the Issuer's Board of Directors (Supervisory Council)**

1. General Information	
1.1. Issuer's full corporate name	<b>Public Joint Stock Company "RBC"</b>
1.2. Issuer's short corporate name	<b>PJSC "RBC"</b>
1.3. Issuer's location	<b>Moscow</b>
1.4. Issuer's primary state registration number (OGRN)	<b>1057746899572</b>
1.5. Issuer's TIN	<b>7728547955</b>
1.6. Issuer's unique code assigned by the registration authority	<b>56413-N</b>
1.7. Address of the website used by the issuer to disclose information	<a href="http://www.e-disclosure.ru/portal/company.aspx?id=24832">http://www.e-disclosure.ru/portal/company.aspx?id=24832</a> <a href="http://rbcholding.ru/filings.shtml">http://rbcholding.ru/filings.shtml</a>
1.8. Date of the event (material fact), about which the notice was drawn up (if applicable)	<b>October 30, 2019.</b>
2. Contents of the notice	
<p>2.1. Quorum of the Issuer's Board of Directors (Supervisory Council) meeting: <b><i>Pursuant to Article 68 of the Federal Law No. 208-FZ "On Joint-Stock Companies" a quorum was reached, and the Company's Board of Directors is authorized to pass resolutions on all agenda items of the meeting. 7 out of 7 members of the Board of Directors participated in the Board of Directors' meeting.</i></b></p>	
<p>2.2. Results of voting on agenda items: <b><i>On agenda item 1:</i></b> Voted: FOR: Anna Tyushkevich, Dmitry Strashnov, Fulvio Conti, Nikolay Molibog, Boris Krasnovsky, Vadim Medvedev, Yuri Shumilov, a total of 7 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 7 votes, AGAINST - none, ABSTAINED – none.</p>	
<p>2.3. Contents of the resolutions passed by the Issuer's Board of Directors: <b><i>On agenda item 1:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and JSC "RU-CENTER" (the Lender) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1610/6- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically: Effective from July 1, 2019, no loan interest shall be charged under the Agreement. In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement. This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.</p>	
<p><b><i>On agenda item 2:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and JSC "RU-CENTER" (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. ZA-1804/1 dated 09.04.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically: Effective from July 3, 2019, no loan interest shall be charged under the Agreement. In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 3, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 3, 2019 shall be payable in accordance with the Agreement. This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 3, 2019.</p>	
<p><b><i>On agenda item 3:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and "SpaceWeb" LLC (the Lender) - Supplementary Agreement No. 4 to Loan Agreement No. 69-1507/3 dated 02.07.2015 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically: Effective from July 1, 2019, no loan interest shall be charged under the Agreement. In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement. This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.</p>	
<p><b><i>On agenda item 4:</i></b> To approve a transaction between PJSC "RBC" (the Borrower) and "Registrar R01" LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/5- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically: Effective from July 1, 2019, no loan interest shall be charged under the Agreement. In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement. This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.</p>	

***On agenda item 5:***

To approve a transaction between PJSC "RBC" (the Borrower) and "SpaceWeb" LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. SW-1804/1 dated 09.04.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 6:***

To approve a transaction between PJSC "RBC" (the Borrower) and "Registrar R01" LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/4- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 7:***

To approve a transaction between PJSC "RBC" (the Borrower) and JSC "RU-CENTER" (the Lender) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/4 dated 24.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 8:***

To approve a transaction between PJSC "RBC" (the Borrower) and "SpaceWeb" LLC (the Lender) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/5 dated 24.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 9:***

To approve a transaction between PJSC "RBC" (the Borrower) and "Registrar R01" LLC (the Lender) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/6 dated 21.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

1.1. Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

1.2. Clause 1.2.4. of the Agreement shall be excluded.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 10:***

To approve a transaction between PJSC "RBC" (the Borrower) and RU-CENTER Group LLC (the Lender) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/2- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

***On agenda item 11:***

To approve a transaction between PJSC "RBC" (the Borrower) and RU-CENTER Group LLC (the Lender) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1610/3- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

1.1. Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-

free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

1.2. Clause 2.1. of the Agreement shall be amended to read as follows: "The Lender shall transfer the loan amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms, which shall be integral parts of the Agreement."

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

**On agenda item 12:**

To approve PJSC "RBC's" vote "FOR" on the resolution by RU-CENTER Group LLC, the sole shareholder of JSC "RU-CENTER," in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital, with the following wording:

"1. To approve a transaction between JSC "RU-CENTER" (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1610/6- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

2. To approve a transaction between JSC "RU-CENTER" (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. ZA-1804/1 dated 09.04.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 3, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 3, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 3, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 3, 2019.

3. To approve a transaction between JSC "RU-CENTER" (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/4 dated 24.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

**On agenda item 13:**

To approve PJSC "RBC's" vote "FOR" on the resolution by RU-CENTER Group LLC, the sole member of "SpaceWeb" LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital, with the following wording:

"1. To approve a transaction between "SpaceWeb" LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 4 to Loan Agreement No. 69-1507/3 dated 02.07.2015 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

2. To approve a transaction between "SpaceWeb" LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/5 dated 24.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019.

**On agenda item 14:**

To approve PJSC "RBC's" vote FOR at the extraordinary General Meeting of Members of RU-CENTER Group LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital:

On agenda item "On approval of a transaction between RU-CENTER Group LLC and PJSC "RBC" - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/2- dated 25.10.2016" with the following wording:

"To approve a transaction between RU-CENTER Group LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/2- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and

accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement. This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019."

On agenda item "On approval of a transaction between RU-CENTER Group LLC and PJSC "RBC" - Supplementary Agreement No. 3 to Loan Agreement No. 69-1610/3- dated 25.10.2016" with the following wording:

"To approve a transaction between RU-CENTER Group LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1610/3- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

1.1. Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

1.2. Clause 2.1. of the Agreement shall be amended to read as follows: "The Lender shall transfer the loan amount in several tranches, the size and transfer dates of which shall be agreed by the Parties in respective forms, which shall be integral parts of the Agreement."

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019."

**On agenda item 15:**

To approve PJSC "RBC's" vote FOR at the extraordinary General Meeting of Members of "Registrar R01" LLC, in which PJSC "RBC" holds indirectly more than 2% (two percent) of the authorized capital:

On agenda item "On approval of a transaction between "Registrar R01" LLC and PJSC "RBC" - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/5 dated 25.10.2016" with the following wording:

"To approve a transaction between "Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/5 dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019."

On agenda item "On approval of a transaction between "Registrar R01" LLC and PJSC "RBC" - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/4- dated 25.10.2016" with the following wording:

"To approve a transaction between "Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1610/4- dated 25.10.2016 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019."

On agenda item "On approval of a transaction between "Registrar R01" LLC and PJSC "RBC" - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/6 dated 21.12.2018" with the following wording:

"To approve a transaction between "Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower) - Supplementary Agreement No. 1 to Loan Agreement No. 69-1811/6 dated 21.12.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to amend the Agreement, specifically:

1.1. Effective from July 1, 2019, no loan interest shall be charged under the Agreement.

In connection with the above, all terms and conditions of the Agreement governing the determination of the amount and accrual of loan interest shall be deemed terminated effective from July 1, 2019 and the Agreement shall be deemed interest-free. Loan interest accrued prior to July 1, 2019 shall be payable in accordance with the Agreement.

1.2. Clause 1.2.4. of the Agreement shall be excluded.

This Supplementary Agreement shall take effect from the date of its signing and apply to the relationship between the Parties which commenced on July 1, 2019."

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant resolutions were passed: **October 28, 2019.**

2.5. The date on which the minutes of the Issuer's Board of Directors (Supervisory Council) were taken and the number of the minutes: **Minutes No. 140 dated October 30, 2019.**

3. Signature

3.1. General Director

Nikolay Molibog

(signature)

Seal

3.2. Date \_\_\_\_\_ October 30, 2019