

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

| 1. General Information | |
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| 1.1. Issuer's full corporate name | RBC Public Joint-Stock Company |
| 1.2. Issuer's short corporate name | RBC PJSC |
| 1.3. Issuer's location | Moscow |
| 1.4. Issuer's primary state registration number (OGRN) | 1057746899572 |
| 1.5. Issuer's TIN | 7728547955 |
| 1.6. Issuer's unique code assigned by the registration authority | 56413-N |
| 1.7. Address of the website used by the issuer to disclose information | http://www.e-disclosure.ru/portal/company.aspx?id=24832 http://rbcholding.ru/filings.shtml |
| 2. Contents of the notice | |
| 2.1. Quorum of the Issuer's Board of Directors (Supervisory Council) meeting: <i>Pursuant to Article 68 of Federal Law No. 208-FZ "On Joint Stock Companies" a quorum was reached, and the Company's Board of Directors meeting was duly constituted. The Company received ballot sheets from 7 out of 7 members of the Board of Directors within the established deadline.</i> | |
| 2.2. Results of voting on agenda items: <i>On all agenda items:</i> Voted: FOR: Anna Tyushkevich, Dmitry Strashnov, Fulvio Conti, Nikolay Molibog, Boris Krasnovsky, Irina Esipenko, Vadim Medvedev, a total of 7 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 7 votes, AGAINST - none, ABSTAINED – none. | |
| 2.3. Contents of the resolutions passed by the Board of Directors: <i>On agenda item 1:</i> To approve a transaction between RBC PJSC (the "Borrower") and JSC "RU-CENTER" (the "Lender") - Loan Agreement (hereinafter, the "Agreement") in accordance to which <u>the Parties of the transaction:</u> JSC "RU-CENTER" (the "Lender") and RBC PJSC (the "Borrower"), jointly referred to as the "Parties." <u>Subject of the transaction:</u> Pursuant to the Agreement, the Lender shall grant the Borrower the Loan (Loans) in the amount not exceeding the Total Debt Limit, and the Borrower shall repay the Loan (Loans) amount within the timeframe stipulated in the Agreement. <u>Material terms of the Agreement:</u> The Parties have agreed on the Total Debt Limit under the Agreement: RUB 250,000,000.00 (two hundred fifty million and 00/100 rubles), whereby it was expressly determined by the Parties that the Total Debt Limit shall not be exceeded without a prior written approval of the Parties. Any (every) Loan shall be provided to the Borrower within 30 (thirty) calendar days from the date of the respective Notice on Drawing's receipt, whereby <ul style="list-style-type: none"> – it is prohibited to grant a Loan as a result of which the Current Debt Limit arising at the time of the Lender's receipt of a Notice on Drawing will be exceeded; – for the avoidance of doubt, the date on which the Loan was granted or the date on which the Loan (or part of the Loan) and the accrued interest were repaid shall be the date on which a respective Party receives monetary funds, i.e. the date on which monetary funds are credited to the respective Party's settlement bank account. The Borrower shall repay to the Lender the full amount of Loans that had been received but not repaid early to the Lender, no later than December 31, 2022. The Borrower may repay the Loan (Loans) amount ahead of schedule and in installments. The Borrower shall pay interest for using the Loan at the rate of 8% (eight percent) per annum. Accrued interest shall be paid by the Borrower concurrently with the repayment of the respective Loan (or part of the Loan). The Agreement shall take effect from the date on which the Lender transfers the first installment of the Loan in accordance with the procedure and terms stipulated in the Agreement. The Agreement shall be terminated (the earlier of the following): <ul style="list-style-type: none"> – on December 31, 2022; – upon the agreement between the Parties; – on other grounds stipulated by the applicable Russian laws. The Borrower's obligations to repay the full amount of the Loan that are not discharged upon the termination of the Agreement shall be performed in accordance with the terms of the Agreement and the applicable Russian laws. | |
| <i>On agenda item 2:</i> To approve a transaction by RBC PJSC's subsidiary, in which RBC PJSC holds indirectly more than 2% (two percent) of voting shares - Loan Agreement (hereinafter, the "Agreement") between JSC "RU-CENTER" and RBC PJSC in accordance to which <u>the Parties of the transaction:</u> JSC "RU-CENTER" (the "Lender") and RBC PJSC (the "Borrower"), jointly referred to as the "Parties." <u>Subject of the transaction:</u> Pursuant to the Agreement, the Lender shall grant the Borrower the Loan (Loans) in the amount not exceeding the Total Debt Limit, and the Borrower shall repay the Loan (Loans) amount within the timeframe stipulated in the Agreement. <u>Material terms of the Agreement:</u> | |

The Parties have agreed on the Total Debt Limit under the Agreement: RUB 250,000,000.00 (two hundred fifty million and 00/100 rubles), whereby it was expressly determined by the Parties that the Total Debt Limit shall not be exceeded without a prior written approval of the Parties.

Any (every) Loan shall be provided to the Borrower within 30 (thirty) calendar days from the date of the respective Notice on Drawing's receipt, whereby

- it is prohibited to grant a Loan as a result of which the Current Debt Limit arising at the time of the Lender's receipt of a Notice on Drawing will be exceeded;
- for the avoidance of doubt, the date on which the Loan was granted or the date on which the Loan (or part of the Loan) and the accrued interest were repaid shall be the date on which a respective Party receives monetary funds, i.e. the date on which monetary funds are credited to the respective Party's settlement bank account.

The Borrower shall repay to the Lender the full amount of Loans that had been received but not repaid early to the Lender, no later than December 31, 2022.

The Borrower may repay the Loan (Loans) amount ahead of schedule and in installments.

The Borrower shall pay interest for using the Loan at the rate of 8% (eight percent) per annum.

Accrued interest shall be paid by the Borrower concurrently with the repayment of the respective Loan (or part of the Loan).

The Agreement shall take effect from the date on which the Lender transfers the first installment of the Loan in accordance with the procedure and terms stipulated in the Agreement.

The Agreement shall be terminated (the earlier of the following):

- on December 31, 2022;
- upon the agreement between the Parties;
- on other grounds stipulated by the applicable Russian laws.

The Borrower's obligations to repay the full amount of the Loan that are not discharged upon the termination of the Agreement shall be performed in accordance with the terms of the Agreement and the applicable Russian laws.

On agenda item 3:

To approve a transaction between RBC PJSC (the "Borrower") and "SpaceWeb" LLC (the "Lender") - Loan Agreement (hereinafter, the "Agreement") in accordance to which

the Parties of the transaction:

"SpaceWeb" LLC (the "Lender") and RBC PJSC (the "Borrower"), jointly referred to as the "Parties."

Subject of the transaction:

Pursuant to the Agreement, the Lender shall grant the Borrower the Loan (Loans) in the amount not exceeding the Total Debt Limit, and the Borrower shall repay the Loan (Loans) amount within the timeframe stipulated in the Agreement.

Material terms of the Agreement:

The Parties have agreed on the Total Debt Limit under the Agreement: RUB 20,000,000.00 (twenty million and 00/100 rubles) whereby it was expressly determined by the Parties that the Total Debt Limit shall not be exceeded without a prior written approval of the Parties.

Any (every) Loan shall be provided to the Borrower within 30 (thirty) calendar days from the date of the respective Notice on Drawing's receipt, whereby

- it is prohibited to grant a Loan as a result of which the Current Debt Limit arising at the time of the Lender's receipt of a Notice on Drawing will be exceeded;
- for the avoidance of doubt, the date on which the Loan was granted or the date on which the Loan (or part of the Loan) and the accrued interest were repaid shall be the date on which a respective Party receives monetary funds, i.e.: the date on which monetary funds are credited to the respective Party's settlement bank account.

The Borrower shall repay to the Lender the full amount of Loans that had been received but not repaid early to the Lender, no later than December 31, 2022.

The Borrower may repay the Loan (Loans) amount ahead of schedule and in installments.

The Borrower shall pay interest for using the Loan at the rate of 8% (eight percent) per annum.

Accrued interest shall be paid by the Borrower concurrently with the repayment of the respective Loan (or part of the Loan).

The Agreement shall take effect from the date on which the Lender transfers the first installment of the Loan in accordance with the procedure and terms stipulated in the Agreement.

The Agreement shall be terminated (the earlier of the following):

- on December 31, 2022;
- upon the agreement between the Parties;
- on other grounds stipulated by the applicable Russian laws.

The Borrower's obligations to repay the full amount of the Loan that are not discharged upon the termination of the Agreement shall be performed in accordance with the terms of the Agreement and the applicable Russian laws.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant resolution was passed: **April 4, 2018**

2.5. The date and the number of the minutes of the Issuer's Board of Directors (Supervisory Council) meeting on which the respective resolutions were passed: **Minutes 113 dated April 5, 2018.**

3. Signature

3.1. Attorney-in-Fact

(Power of Attorney No. 445/17/rbk dated 26.12.2017).

Igor Selivanov

(signature)

3.2. Date

____ April 5, ____ 20 18

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