

**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	Public Joint Stock Company "RBC"
1.2. Issuer's short corporate name	PJSC "RBC"
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
1.8. Date of the event (material fact) about which the notice was drawn up (if applicable)	October 30, 2020
2. Contents of the notice	
<p>2.1. Quorum of the Issuer's Board of Directors (Supervisory Council) meeting: <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. 6 out of 7 members of the Board of Directors participated in the Board of Directors' meeting.</i></p> <p>2.2. Results of voting on agenda items: <i>On all agenda items:</i> Voted FOR: Anna Tyushkevich, Fulvio Conti, Nikolay Molibog, Boris Krasnovsky, Vadim Medvedev, Yuri Shumilov, a total of 6 votes. AGAINST: none. ABSTAINED: none. Total: FOR - 6 votes, AGAINST - none, ABSTAINED – none.</p> <p>2.3. Contents of the resolutions passed by the Issuer's Board of Directors <i>On agenda item 1:</i> To approve a transaction between PJSC "RBC" (the Creditor) and Halverston Holdings Limited (the Obligor) — Supplementary Agreement No. 4 to Agreement No. 69-1502/6- dated 28.02.2015 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate: – from February 28, 2015 to June 30, 2020, at the rate of 8% (eight percent) per annum of the Loan amount; – from July 1, 2020, at the rate of 5.3% (five point three percent) per annum of the Loan amount. The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020</p> <p><i>On agenda item 2:</i> To approve a transaction between PJSC "RBC" (the Creditor) and Halverston Holdings Limited (the Obligor) — Supplementary Agreement No. 9 to Loan Agreement No. 01-0709/01 dated 12.09.2007 (hereinafter, the "Agreement"), whereby: 1. According to the terms of the Agreement on the Assignment (Cession) of Receivables dated 04.06.2010 between PINTOLEZA HOLDINGS LIMITED and the Creditor and taking into account the provisions of the Agreement on the Assignment of Debt No. 1 dated 31.12.2010 between the Creditor, Mohiville Corporation N.V., and EDI S PRESS HOLDING Limited, and the Agreement on the Assignment of Debt and Rights PD/GKh-2 dated 03.09.2014 between Gattico Holding Ltd and the Obligor, as well as Supplementary Agreement No. 1 dated 07.02.2020 to the Agreement between the Obligor and the Creditor: the Obligor shall repay the Creditor the outstanding debt under Loan Agreement No. 01-0709/01 dated 12.09.2007 in the amount of RUB 9,130,097.32 (nine million one hundred thirty thousand ninety seven and 32/100 rubles). – the principal and interest (in rubles) for using the loan in accordance with the procedure and terms stipulated by the Agreement. 2. The Parties hereby agreed to amend the Agreement with regard to the interest rate as follows: – from July 1, 2020, the interest rate for using the loan is 5.3% (five point three percent) per annum of the Loan amount. The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.</p> <p><i>On agenda item 3:</i> To approve a transaction between PJSC "RBC" (the Creditor) and Halverston Holdings Limited (the Obligor) — Supplementary Agreement No. 10 to Loan Agreement No. 01-0709/01 dated 12.09.2007 (hereinafter, the "Agreement"), whereby 1. According to the terms of the Agreement on the Assignment (Cession) of Receivables dated 04.06.2010 between PINTOLEZA HOLDINGS LIMITED and the Creditor and taking into account the provisions of the Agreement on the Assignment of Debt No. 2 dated 31.12.2010 between the Creditor, Mohiville Corporation N.V., and EDI S PRESS HOLDING Limited, and the Agreement on the Assignment of Debt and Rights PD/GKh-2 dated 03.09.2014 between Gattico Holding Ltd and the Obligor, as well as Supplementary Agreement No. 2 dated 07.02.2020 to the Agreement between the Obligor and the Creditor the Obligor shall repay the Creditor the outstanding debt under Loan Agreement No. 01-0709/01 dated 12.09.2007 in the amount of RUB 10,651,178.18 (ten million six hundred fifty one thousand one hundred seventy eight and 18/100 rubles). – the principal and interest (in rubles) for using the loan in accordance with the procedure and terms stipulated by the Agreement. 2. The Parties hereby agreed to amend the Agreement with regard to the interest rate as follows: – from July 1, 2020, the interest rate for using the loan is 5.3% (five point three percent) per annum of the Loan amount. The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.</p> <p><i>On agenda item 4:</i></p>	

To approve a transaction between PJSC "RBC" (the Creditor) and GMS LLC (the Obligor) — Supplementary Agreement No. 7 to Agreement No. 69-1405/7- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to June 30, 2015, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2015 to September 30, 2017, at the rate of 12.0% (twelve percent) per annum of the Loan amount;
- from October 1, 2017 to June 30, 2020, at the rate of 10.0% (ten percent) per annum of the Loan Amount;
- from July 1, 2020, no interest is charged on the loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 5:

To approve a transaction between PJSC "RBC" (the Creditor) and GMS LLC (the Obligor) — Supplementary Agreement No. 4 to Agreement No. 69-1405/11- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to June 30, 2014, at the rate of 7.5% (seven point five percent) per annum of the Loan amount;
- from July 1, 2014 to June 30, 2020, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2020, no interest is charged on the loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 6:

To approve a transaction between PJSC "RBC" (the Creditor) and JSC "RBC-TV" (the Obligor) - Supplementary Agreement No. 5 to Agreement No. 69-1405/9- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to February 28, 2015, at the rate of 6.43% (six point forty three percent) per annum of the Loan amount;
- from March 1, 2015 to June 30, 2015, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2015 to June 30, 2020, at the rate of 12.0% (twelve percent) per annum of the Loan amount;
- from July 1, 2020, at the rate of 5.3% (five point three percent) per annum of the Loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 7:

To approve a transaction between PJSC "RBC" (the Lender) and JSC "Public Library" (the Borrower) - Supplementary Agreement No. 15 to Loan Agreement No. 69-1412/7- dated 25.12.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to change the interest rate from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement with interests the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2015, at the rate of 8% (eight percent) per annum;
- from July 1, 2015 through June 30, 2020, at the rate of 12% (twelve percent) per annum;
- from July 1, 2020, no interest for using the loan is charged,

not later than December 31, 2020."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 8:

To approve a transaction between PJSC "RBC" (the Lender) and JSC "ROSBUSINESSCONSULTING" (the Borrower) - Supplementary Agreement No. 5 to Loan Agreement No. 69-1409/7- dated 16.09.2014 (hereinafter the "Agreement"), whereby the Parties have agreed to change the amount of accrued interest for using the loan from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement no later than December 31, 2022 with interest, the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2015, at the rate of 8% (eight percent) per annum;
- from July 1, 2015 through June 30, 2020, at the rate of 12% (twelve percent) per annum;
- from July 1, 2020 through the maturity date, at the rate of 5.3% (five point three percent) per annum."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 9:

To approve a transaction between PJSC "RBC" (the Creditor) and CNews.ru LLC (the Obligor) - Supplementary Agreement No. 4 to Agreement No. 69-1405/10- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to June 30, 2015, at the rate of 7.0% (seven percent) per annum of the Loan amount;
- from July 1, 2015 to June 30, 2020, at the rate of 12.0% (twelve percent) per annum of the Loan amount;
- from July 1, 2020, no interest is charged on the loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 10:

To approve a transaction between PJSC "RBC" (the Lender) and CNews.ru LLC (the Borrower) - Supplementary Agreement No. 3 to Loan Agreement No. 69-1506/2- dated 25.06.2015 (hereinafter, the "Agreement"), whereby the Parties have agreed to change the amount of accrued interest for using the loan from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement no later than December 31, 2022 with interest, the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2020, at the rate of 12% (twelve percent) per annum;

- from July 1, 2020, no interest for using the loan is charged.”

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 11:

To approve a transaction between PJSC "RBC" (the Lender) and BusinessPress LLC (the Borrower) - Supplementary Agreement No. 2 to Loan Agreement No. 69-1512/7- dated 24.12.2015 (hereinafter, the "Agreement"), whereby the Parties have agreed to change the amount of accrued interest for using the loan from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement no later than December 31, 2022 with interest, the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2020, at the rate of 12% (twelve percent) per annum;
- from July 1, 2020 through the maturity date, at the rate of 5.3 % (five point three percent) per annum."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 12:

To approve the following resolutions passed by PJSC "RBC" as the sole member/shareholder:

• "1. To approve a transaction between PJSC "RBC" (the Creditor) and GMS LLC (the Obligor) — Supplementary Agreement No. 7 to Agreement No. 69-1405/7- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to June 30, 2015, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2015 to September 30, 2017, at the rate of 12.0% (twelve percent) per annum of the Loan amount;
- from October 1, 2017 to June 30, 2020, at the rate of 10.0% (ten percent) per annum of the Loan Amount;
- from July 1, 2020, no interest is charged on the loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

2. To approve a transaction between PJSC "RBC" (the Creditor) and GMS LLC (the Obligor) — Supplementary Agreement No. 4 to Agreement No. 69-1405/11- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to June 30, 2014, at the rate of 7.5% (seven point five percent) per annum of the Loan amount;
- from July 1, 2014 to June 30, 2020, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2020, no interest is charged on the loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.”

• "To approve a transaction between PJSC "RBC" (the Lender) and JSC "ROSBUSINESSCONSULTING" (the Borrower) - Supplementary Agreement No. 5 to Loan Agreement No. 69-1409/7- dated 16.09.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to change the amount of accrued interest for using the loan from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement no later than December 31, 2022 with interest, the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2015, at the rate of 8% (eight percent) per annum;
- from July 1, 2015 through June 30, 2020, at the rate of 12% (twelve percent) per annum;
- from July 1, 2020 through the maturity date, at the rate of 5.3% (five point three percent) per annum."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

On agenda item 13:

1. PJSC "RBC" to participate in the extraordinary General Meeting of members of "RBK Online" LLC as its member and to instruct PJSC "RBC's" proxy to vote FOR on the following agenda item "On approval of the resolution of the sole shareholder of JSC "RBC-TV" - "RBK Online" LLC,"

with the following wording of the resolution: "To approve a transaction between PJSC "RBC" (the Creditor) and JSC "RBC-TV" (the Obligor) - Supplementary Agreement No. 5 to Agreement No. 69-1405/9- dated 31.05.2014 (hereinafter, the "Agreement"), whereby the Parties have agreed to amend Clause 3 of the Agreement with regard to the interest rate:

- from May 31, 2014 to February 28, 2015, at the rate of 6.43% (six point forty three percent) per annum of the Loan amount;
- from March 1, 2015 to June 30, 2015, at the rate of 8.0% (eight percent) per annum of the Loan amount;
- from July 1, 2015 to June 30, 2020, at the rate of 12.0% (twelve percent) per annum of the Loan amount;
- from July 1, 2020, at the rate of 5.3% (five point three percent) per annum of the Loan amount.

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.”

To vote FOR.

2. PJSC "RBC" to participate in the extraordinary General Meeting of shareholders of JSC "Public Library" as its shareholder and to instruct PJSC "RBC's" proxy to vote FOR on the following agenda item: "On approval of a transaction between PJSC "RBC" and JSC "Public Library" — Supplementary Agreement No. 15 to Loan Agreement No. 69-1412/7- dated 25.12.2014,"

with the following wording of the resolution: "To approve a transaction between JSC "Public Library" (the Borrower) and PJSC "RBC" (the Lender) — Supplementary Agreement No. 15 to Loan Agreement No. 69-1412/7- dated 25.12.2014, (hereinafter, the "Agreement"), whereby the Parties have agreed to change the interest rate from July 1, 2020 and to amend Clause 2.2. of the Agreement to read as follows:

"2.2. The Borrower shall repay the Lender the loan specified in Clause 1.1 of the Agreement with interests the amount of which is determined as follows:

- from the date of the loan provision through June 30, 2015, at the rate of 8% (eight percent) per annum;
- from July 1, 2015 through June 30, 2020, at the rate of 12% (twelve percent) per annum;

- from July 1, 2020, no interest for using the loan is charged, not later than December 31, 2020.”

The Supplementary Agreement shall take effect immediately upon its signing by the Parties and apply to the relationship between the Parties from July 1, 2020.

To vote FOR.

On agenda item 14:

To approve a transaction between PJSC "RBC" (the Creditor) and Pintoleza Holdings Limited (the Obligor) – Agreement No. 1 to Agreement No. 1 on Discharge of Obligation by Novation to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, the “Agreement”) on material terms stipulated in draft Agreement (Schedule No. 1 hereto).

On agenda item 15:

To approve a transaction between PJSC "RBC" (the Creditor) and Pintoleza Holdings Limited (the Obligor) – Agreement No. 2 to Agreement No. 1 on Discharge of Obligation by Novation to Agreement No. 69-1405/5- dated 31.05.2014 (hereinafter, the “Agreement”) on material terms stipulated in draft Agreement (Schedule No. 2 hereto).

2.4. The date of the meeting of the Issuer’s Board of Directors (Supervisory Council) at which the respective resolutions were passed: ***October 26, 2020.***

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. 164 dated October 30, 2020***

3. Signature

3.1. General Director

Nikolay Molibog

(signature)

3.2. Date _____ October 30, 20 20

Seal