

**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 address	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 appropriate)	December 19, 2018.
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 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. The Company received ballot sheets from 6 out of 7 members of the Board of Directors within the established deadline.</i></p> <p>2.2. Results of voting on agenda items: On all agenda items: Voted FOR: Anna Tyushkevich, Fulvio Conti, Nikolay Molibog, Boris Krasnovsky, Irina Esipenko, Vadim Medvedev, 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: On agenda item 1: To approve a transaction between PJSC "RBC" and JSC "RU-CENTER" – Loan Agreement No. 69-1811/4 (hereinafter, the "Agreement") in accordance with which <u>The Parties of the transaction:</u> JSC "RU-CENTER" (the Lender) and PJSC "RBC" (the Borrower). <u>Subject:</u> The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement. <u>The Total Debt Limit:</u> RUB 500,000,000.00 <u>Other material terms of the Agreement:</u> The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request. The Borrower shall repay the loan amount no later than December 31, 2022. Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount. The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.</p> <p>On agenda item 2: To approve a transaction between PJSC "RBC" and "SpaceWeb" LLC – Loan Agreement No. 69-1811/5 (hereinafter, the "Agreement") in accordance with which <u>The Parties of the transaction:</u> "SpaceWeb" LLC (the Lender) and PJSC "RBC" (the Borrower). <u>Subject:</u> The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement. <u>The Total Debt Limit:</u> RUB 40,000,000.00 <u>Other material terms of the Agreement:</u> The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request. The Borrower shall repay the loan amount no later than December 31, 2022. Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount. The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.</p> <p>On agenda item 3: To approve a transaction between PJSC "RBC" and "Registrar R01" LLC – Loan Agreement No. 69-1811/6 (hereinafter, the "Agreement") in accordance with which <u>The Parties of the transaction:</u></p>	

"Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower).

Subject:

The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement.

The Total Debt Limit:

RUB 40,000,000.00

Other material terms of the Agreement:

The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request.

The Borrower shall repay the loan amount no later than December 31, 2022.

Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount.

The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.

On agenda item 4:

To approve a transaction by PJSC "RBC's" subsidiary, in which PJSC "RBC" holds indirectly more than 2% (two percent) of voting shares - Loan Agreement No. 69-1811/4 (hereinafter, the "Agreement") between JSC "RU-CENTER" and PJSC "RBC" in accordance with which

The Parties of the transaction:

JSC "RU-CENTER" (the Lender) and PJSC "RBC" (the Borrower).

Subject:

The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement.

The Total Debt Limit:

RUB 500,000,000.00

Other material terms of the Agreement:

The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request.

The Borrower shall repay the loan amount no later than December 31, 2022.

Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount.

The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.

On agenda item 5:

To approve a transaction by PJSC "RBC's" subsidiary, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital - Loan Agreement No. 69-1811/5 (hereinafter, the "Agreement") between "SpaceWeb" LLC and PJSC "RBC" in accordance with which

The Parties of the transaction:

"SpaceWeb" LLC (the Lender) and PJSC "RBC" (the Borrower).

Subject:

The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement.

The Total Debt Limit:

RUB 40,000,000.00

Other material terms of the Agreement:

The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request.

The Borrower shall repay the loan amount no later than December 31, 2022.

Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount.

The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.

On agenda item 6:

To approve a transaction by PJSC "RBC's" subsidiary, in which PJSC "RBC" holds indirectly more than 2% (two percent) participatory interest in the authorized capital - Loan Agreement No. 69-1811/6 (hereinafter, the "Agreement") between "Registrar R01" LLC and PJSC "RBC" in accordance with which

The Parties of the transaction:

"Registrar R01" LLC (the Lender) and PJSC "RBC" (the Borrower).

Subject:

The Lender shall provide loans within the Total Debt Limit on the basis of the Borrower's written Requests specifying the required loan amount, and the Borrower shall repay the loans within the timeframe set forth in the Agreement.

The Total Debt Limit:

RUB 40,000,000.00

Other material terms of the Agreement:

The Lender shall provide the loan amount within 30 calendar days from the receipt of the Request.

The Borrower shall repay the loan amount no later than December 31, 2022.

Interest for using the loan shall accrue at 8% per annum. For the purpose of calculating the amount of accrued interest, the day of loan provision shall be included in the calculation, and the day of loan (respective part) repayment shall be excluded. In the

event of partial loan repayment, accrued interest shall be paid concurrently with the repayment of the outstanding amount. The Agreement shall take effect immediately upon its signing by the Parties and remain in effect until the Parties have discharged their obligations in full.

On agenda item 7:

To approve a transaction by PJSC "RBC's" subsidiaries, in which PJSC "RBC" holds indirectly more than 2% (two percent) of voting shares and directly more than 2% (two percent) participatory interest in the authorized capital - Supplementary Agreement No. 3 to Loan Agreement No. 71-1704/67- dated 26.04.2017 (hereinafter, the "Agreement") between JSC "RU-CENTER" (the Lender) and GMS LLC (the Borrower) in accordance with which the Parties have agreed to amend the Agreement and, in particular, reword Clause 1.1. of the Agreement to read as follows:

"1.1. Pursuant to the Agreement, the Lender shall provide the Borrower with a RUB 300,000,000.00 (three hundred million and 00/100 rubles) loan, and the Borrower shall repay the said loan amount within the timeframe stipulated in the Agreement." and reword Clause 2.1. of the Agreement to read as follows:

"2.1. The Lender shall provide the Borrower with the loan amount in installments (tranches) based on the requests received from the Borrower. The Lender shall wire the amount of loan installment (tranche) specified in the request to the Borrower's settlement account within 30 (thirty) days from the receipt of the corresponding request from the Borrower."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 8:

To approve a transaction by PJSC "RBC's" subsidiaries, in which PJSC "RBC" holds directly or indirectly more than 2% (two percent) participatory interest in the authorized capital – Supplementary Agreement No. 1 to Loan Agreement No. 71-1807/16 dated 06.07.2018 (hereinafter, the "Agreement") between GMS LLC and "SpaceWeb" LLC in accordance with which the Parties have agreed to reword Clause 1.2.1. of the Agreement to read as follows:

1.2.1.	The Total Debt Limit: (the aggregate maximum amount of all loans that the Borrower may use throughout the effective term of the Agreement)	RUB 52,000,000.00 (fifty two million and 00/100 rubles)
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The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 9:

To approve a transaction between PJSC "RBC" (the Borrower) and Softspot Holdings Limited (the Lender) - Supplementary Agreement No. 1 dated 24.10.2018 to Loan Agreement No. 69-1810/1 dated 22.10.2018 (hereinafter, the "Agreement") in accordance with which the Parties have agreed to reword Clause 1.2.3. of the Agreement to read as follows: "1.2.3. The Lender shall provide the loan amount no later than October 31, 2018."

The Supplementary Agreement shall take effect immediately upon its signing by the Parties.

On agenda item 10:

To approve that a representative of PJSC "RBC" votes "FOR" on the following agenda items of the extraordinary general meeting of "RBK Online" LLC members.

On the agenda item: "On election of the General Director of BusinessPress SPB LLC" with the following wording of the resolution: "To elect Evgeny Zinin General Director of BusinessPress SPB LLC effective February 1, 2019 (Russian passport series 41 03 No. 644140 issued by the Internal Affairs Department of Volkhovsky District of the Leningrad Region on March 25, 2005, issuing authority code 472-003, registered at: 143 Primorsky Prospect, building 2, apartment 153, St. Petersburg) for the term of 3 (three) years."

On the agenda item: "On approval of the terms of the employment agreement with the General Director of BusinessPress SPB LLC and determining the amount of remuneration, bonuses, and compensations payable to the General Director of BusinessPress SPB LLC"

with the following wording of the resolution: "To approve the terms of the employment agreement with the General Director of BusinessPress SPB LLC Evgeny Zinin as per the presented draft and to determine the amount of remuneration, bonuses, and compensations payable to the General Director of BusinessPress SPB LLC Evgeny Zinin as per the terms of his Employment Agreement.

To instruct a member of BusinessPress SPB LLC — BusinessPress LLC — to sign the approved version of the Employment Agreement with the General Director of BusinessPress SPB LLC Evgeny Zinin on behalf of BusinessPress SPB LLC.

2.4. The date of the meeting of the Issuer's Board of Directors (Supervisory Council) at which the relevant resolution was passed: **December 18, 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 No. 123 dated December 19, 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	_____ December 19, 2018 _____	Seal