
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 6-K

**REPORT OF A FOREIGN ISSUER
PURSUANT TO RULE 13A-16 OR 15D-16
OF THE SECURITIES EXCHANGE ACT OF 1934**

For April 16, 2019

QIWI plc

**Kennedy 12,
Kennedy Business Centre, 2nd Floor,
P.C. 1087, Nicosia, Cyprus
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):

Exhibits

- 99.1 “QIWI Announces 2019 Annual General Meeting” press release dated April 16, 2019
- 99.2 Notice for the convocation of an Annual General Meeting of Shareholders of QIWI plc
- 99.3 The 2019 Employee Stock Option Plan
- 99.4 The letter of the Board of Directors in respect of the 2019 ESOP recommendation
- 99.5 Board of Directors Nomination Form
- 99.6 Annex A to Board of Directors Nomination Form. Directors & Officers Questionnaire
- 99.7 Annex B to Board of Directors Nomination Form. Confirmation Form to the Directors & Officers Questionnaire

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 16, 2019

QIWI PLC (Registrant)

By: /s/ Alexander Karavaev
Alexander Karavaev
Chief Financial Officer



QIWI Announces 2019 Annual General Meeting

NICOSIA, CYPRUS – April 16, 2019 – QIWI plc (Nasdaq: QIWI), (MOEX: QIWI) (“QIWI” or the “Company”) today announced that its 2019 annual general meeting of shareholders (the “AGM”) will be held on Wednesday, June 5, 2019, at 10:00 a.m. (Cyprus time) at 12 Kennedy Avenue, Kennedy Business Centre, 2nd floor, 1087, Nicosia, Cyprus.

Only shareholders of record at the close of business on April 15, 2019 are entitled to receive notice and to vote at the AGM and any adjourned meeting thereof. Holders of the Company’s American Depositary Shares (the “ADS”) who wish to exercise their voting rights for the underlying shares must act through the depository of the Company’s ADS program, The Bank of New York Mellon. Shareholders are cordially invited to attend the AGM.

At the AGM, the following items will be submitted for shareholders approval:

1. to adopt the Company’s audited financial statements for 2018 financial year;
2. to appoint EY as the Company’s Auditors and to fix Auditors’ remuneration;
3. to elect Directors of the Board of Directors of the Company;
4. to approve Directors’ remuneration;
5. to approve the 2019 Employee Stock Option Plan; and
6. to approve the amended total number of shares and classes of shares to be reserved for issuance under the 2015 Employee Restricted Stock Units Plan.

Further details on the agenda and procedural matters related to the AGM will be made available to the Company’s shareholders by the Company and the Company’s ADS holders through The Bank of New York Mellon.

Copies of certain materials related to the AGM, including Notice for the convocation of the AGM, a copy of our 2018 Annual Report on Form 20-F and Board of Directors Nomination Form are available on our website at <http://investor.qiwi.com>.

About QIWI plc.

QIWI is a leading provider of next generation payment and financial services in Russia and the CIS. It has an integrated proprietary network that enables payment services across online, mobile and physical channels. It has deployed over 20.8 million virtual wallets, over 143,000 kiosks and terminals, and enabled merchants and customers to accept and transfer over RUB 94 billion cash and electronic payments monthly connecting over 45 million consumers using its network at least once a month. QIWI’s consumers can use cash, stored value and other electronic payment methods in order to pay for goods and services or transfer money across virtual or physical environments interchangeably.

Contact

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**NOTICE FOR THE CONVOCATION
 OF THE ANNUAL GENERAL MEETING
 OF QIWI PLC**

TO: All the shareholders of QIWI plc

April 15, 2019

NOTICE IS GIVEN in accordance with the Articles of Association of QIWI plc (the *Company*), that the ANNUAL GENERAL MEETING of the Company (the *Meeting*) will be held on June 05, 2019, at 10:00 am (Cyprus time) at the Company's office at 12 Kennedy Avenue, Kennedy Business Centre, 2nd floor, 1087, Nicosia, Cyprus for the purpose of taking into consideration the following matters and if thought proper approving the resolutions listed below:

PART A

ADOPTION OF THE COMPANY'S AUDITED FINANCIAL STATEMENTS FOR 2018 FINANCIAL YEAR

WHEREAS audited consolidated financial statements of the Company for 2018 financial year (as attached in Annex A hereto) and audited standalone financial statements of the Company for 2018 financial year (as attached in Annex B hereto) have been reviewed, considered, approved and recommended by the Board of Directors of the Company to the Meeting to be adopted.

PART B

APPOINTMENT OF THE COMPANY'S AUDITOR

WHEREAS the Board of Directors of the Company has recommended to re-appoint EY, as the Company's Auditor in accordance with the provisions of section 153 of the Companies Law Cap 113 to hold office from the conclusion of that annual general meeting until the conclusion of the next annual general meeting when they shall be eligible for re-election and to fix Auditors' remuneration in the amount of RUB 45 000 000 (VAT excluding) and EUR 24 250 (VAT excluding).

PART C

ELECTION OF DIRECTORS

1. Election of the Independent Directors.

WHEREAS pursuant to Regulation 82 of the Articles unless and until otherwise determined on the Meeting, the number of Directors shall be up to seven (7), consisting of not more than four (4) Elected Directors and not less than three (3) Independent Directors; while there shall be elections of both Elected Directors and Independent Directors there shall be two separate set of voting procedures, one with respect to the Elected Directors and one with respect to the Independent Directors and voting procedure in respect of the minimum number of Independent Directors shall take place first.

WHEREAS at the date of the Meeting in accordance with Regulation 82B(c)(2) of the Articles each Independent Director shall retire from office.

WHEREAS the final slate of nominees for election (re-election) to the office of the Independent Directors to be voted on at the Meeting, prepared in accordance with Regulation 82B(a) of the Articles, shall be circulated to all the Members entitled to attend and vote at the Meeting at least (fifteen) 15 days prior to the Meeting.

WHEREAS pursuant to Regulation 82B(b) of the Articles the Members shall have weighted voting rights whereby each Member shall have the right to cast amongst one or more nominees as many votes as the votes attached to its shares multiplied by a number equal to the number of Independent Directors to be so appointed.

2. Election of the Elected Directors.

WHEREAS at the date of the Meeting in accordance with Regulation 82A(c)(2) of the Articles all the Elected Directors shall retire from office.

WHEREAS the final slate of nominees for election (re-election) to the office of the Elected Directors to be voted on at the Meeting, prepared in accordance with Regulation 82A(a) of the Articles, shall be circulated to all the Members entitled to attend and vote at the Meeting at least (fifteen) 15 days prior to the Meeting.

WHEREAS pursuant to Regulation 82A(b) the Members shall have weighted voting rights whereby each Member shall have the right to cast amongst one or more nominees as many votes as the votes attached to its shares multiplied by a number equal to the number of Elected Directors to be so appointed.

PART D

APPROVAL OF DIRECTORS REMUNERATION

WHEREAS the Board of Directors has recommended to the Meeting to approve remuneration for non-executive Directors consisting of (i) an annual fee in the amount of US\$ 150 000 gross for participation in the Board meetings; (ii) annual fee of US\$ 25 000 gross for chairing the meetings of the Board of Directors and (iii) an annual fee of US\$ 25 000 gross for chairing the meetings of the Board committees and not to fix any remuneration for executive Directors of the Company.

PART E

APPROVAL OF 2019 EMPLOYEE STOCK OPTION PLAN

WHEREAS on March 14, 2019 the Board considered, approved and recommended the General Meeting to approve the 2019 Employee Stock Option Plan (the **2019 ESOP**), as attached in Annex C, aimed to ensure long-term motivation of senior management and service - providers of the Company and its subsidiaries and to align interests of the latter with the shareholders' interests;

PART F

APPROVAL OF THE AMENDED TOTAL NUMBER OF SHARES AND CLASSES OF SHARES TO BE RESERVED FOR ISSUANCE UNDER THE 2015 EMPLOYEE RESTRICTED STOCK UNITS PLAN

WHEREAS on July 28, 2015 the General Meeting of the Company considered and approved the 2015 Employee Restricted Stock Units Plan (the 2015 RSU Plan) as well as the reserve of maximum number of class B shares for issuance under the 2015 RSU Plan equal to seven (7) percent of the aggregate number of class A Shares and class B Shares issued and outstanding (by number) from time to time (the Share Reserve);

WHEREAS on March 14, 2019 the Board considered and approved a decrease of the Share Reserve under 2015 RSU Plan and recommended the General Meeting of the Company to approve an amended reserve of maximum number of class B shares for issuance under the 2015 RSU Plan equal to 2 100 000 (two million one hundred thousand) class B Shares;

WHEREAS according to the clause 79B(e) of the Articles of the Company approval of the total number of shares and classes of shares to be reserved for issuance under any employee stock option plan of the Group shall be made by the Special Resolution of the General Meeting;

PART G

APPROVAL OF TOTAL NUMBER OF SHARES AND CLASSES OF SHARES TO BE RESERVED FOR ISSUANCE UNDER THE 2019 EMPLOYEE STOCK OPTION PLAN

WHEREAS on March 14, 2019 the Board considered and recommended the General Meeting of the Company to approve a reserve of maximum number of class B shares for issuance under the 2019 ESOP equal to 3 100 000 (three million one hundred thousand) class B Shares;

WHEREAS according to the clause 79B(e) of the Articles of the Company approval of the total number of shares and classes of shares to be reserved for issuance under any employee stock option plan of the Group shall be made by the Special Resolution of the General Meeting;

THE FOLLOWING ORDINARY RESOLUTIONS ARE PROPOSED:

PART A

1. **THAT** audited consolidated financial statements of the Company for the 2018 financial year be and are hereby approved and adopted as being in the best interests of and to the advantage and further commercial benefit of and within the powers of the Company.
2. **THAT** audited standalone financial statements of the Company for the 2018 financial year be and are hereby approved and adopted as being in the best interests of and to the advantage and further commercial benefit of and within the powers of the Company.

PART B

1. **THAT** EY be and are hereby re-appointed as the Company's Auditors to hold office from the conclusion of that annual general meeting until the conclusion of the next annual general meeting at which accounts are laid before the Company.
2. **THAT** the Auditor's remuneration amount is fixed in the lump sum amount of RUB 45 000 000 (VAT excluding) and EUR 24 250 (VAT excluding) for the ensuing year.

PART C

1. **TO** cast the votes for Independent Directors as follows:

<u>NAME OF NOMINEE</u>	<u>AMOUNT OF VOTES</u>

2. **TO** cast the votes for Elected Directors as follows:

<u>NAME OF NOMINEE</u>	<u>AMOUNT OF VOTES</u>

PART D

1. **THAT** (i) an annual fee in the amount of US\$ 150 000 for participation in the Board meetings;(ii) annual fee of US\$ 25 000 for chairing the meetings of the Board of Directors; and (iii) an annual fee of US\$ 25 000 for chairing the meetings of the Board committees, be and is hereby approved.
2. **THAT** no remuneration shall be fixed for executive Directors of the Company.

PART E

1. **THAT** the 2019 Employee Stock Option Plan be and is hereby approved.

THE FOLLOWING SPECIAL RESOLUTIONS ARE PROPOSED:

PART F

1. **THAT** the amended reserve of maximum number of class B shares for issuance under the 2015 RSU Plan equal to 2,100,000 (two million one hundred thousand) class B Shares be and is hereby approved.

PART G

1. **THAT** the total number of shares and classes of shares to be reserved for issuance under the 2019 Employee Stock Option Plan equal to 3 100 000 (three million one hundred thousand) class B shares be and is hereby approved.

PROXY:

A shareholder entitled to attend and vote at the Meeting is entitled to appoint a proxy to vote on his behalf, and such proxy need not be a shareholder of the Company.

A sample of the instrument appointing a proxy authorizing such proxy to attend the Meeting and to exercise discretion is enclosed herewith as **Annex E**.

A sample of the instrument appointing a proxy and authorizing such proxy to attend the Meeting and to vote on your behalf under your special instructions is enclosed herewith as **Annex F**.

The instrument appointing a proxy shall be in writing under the hand of the appointer or, if the appointer is a corporation, either under seal or under the hand of an officer.

NOTE: In the sample instrument of proxy the name of the Deputy CEO of the Company is inserted as proxy. The Deputy CEO of the Company will attend the Meeting. Accordingly, should you wish you may sign and deposit the instrument of proxy to attend the Meeting and vote on your behalf as you will specifically instruct on the instrument of proxy. The Deputy CEO of the Company will not vote for any matter on any shareholder's behalf unless the proxy includes specific voting instructions.

Original of any instrument of proxy or its notarially certified copy shall be deposited at the registered office of the Company, for the attention of the Chairman of the Board of Directors/Secretary of QIWI plc:

- (a) 12 Kennedy Avenue, Kennedy Business Centre, 2nd floor, 1087, Nicosia, Cyprus,

and a copy of such instrument of proxy shall be delivered to the Company:

- (a) by electronic mail, to corporatelawyer@qiwi.com. OR
- (b) by facsimile, to +357 22 76 09 18,

BEFORE the time for holding the Meeting, i.e. by June 04, 2019, 10:00 am (Cyprus time) (the “Cut Off Time”).

Proxies deposited after the Cut Off Time shall not be treated as valid.

Enclosed:

1. Annex A – Audited consolidated financial statements of the Company for 2018 financial year.
2. Annex B – Audited standalone financial statements of the Company for 2018 financial year.
3. Annex C – The 2019 Employee Stock Option Plan.
4. Annex D – The letter of the Board of Directors in respect of the 2019 ESOP recommendation.
5. Annex E – Sample of Proxy to exercise discretion.
6. Annex F – Sample of Proxy to vote under instructions.

Yours faithfully,

/s/ Boris Kim

Mr. Boris Kim
The Chairman of the Board of Directors for and on behalf of
QIWI plc

**Employee Stock Option Plan
of QIWI plc
2019
(hereinafter referred to as the “ESOP” or the “Plan”)**

1. Certain Definitions.

The capitalized terms set forth below shall have the meaning prescribed hereunder for purposes of the Plan:

The Company	means QIWI plc, a company established under the Law of Cyprus with the registered address Kennedy 12, Kennedy Business Centre, P.C. 1087, Nicosia, Cyprus, registration number 193010.
Beneficial Owner	a Beneficial Owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (1) voting power which includes the power to vote, or to direct the voting of, such security; and/or (2) investment power which includes the power to dispose, or to direct the disposition, of such security.
Corporate Target(s)	mean each of the following metrics either separately or jointly: Relative Total Shareholder Return, Payment Volume, Adjusted Net Revenue and/or Adjusted Net Profit of the Group or of the relevant CGU (Cash Generating Unit) or group of CGUs of the Company for the relevant year as defined by the Administrator for each Participant.
Change of Control	The consummation of a transaction or series of related transactions as a result of which any Founder holding as of the date of this Plan directly or indirectly more than fifty (50) percent of the voting rights exercisable at general meetings of the members of the Company ceases to Control the Company.
Control	in relation to a Person means the direct or indirect holding or control of: <ul style="list-style-type: none"> (a) a majority of the voting rights exercisable at general meetings of the members of that undertaking on all, or substantially all, matters; (b) the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that undertaking on all, or substantially all, matters; or (c) the right (whether pursuant to a contract, understanding or other arrangement) to direct or cause to be directed directly or indirectly a dominant influence over such other undertaking, and (i) where an undertaking is not a company, references above to directors, general meetings and members shall be deemed to refer to the equivalent bodies in such undertaking; and (ii) “Controlled” and “Controlling” shall have a corresponding meaning.
Exercise Notice	means the notice duly executed by the option holder or the Beneficial Owner that stipulates the desire of the option holder or the Beneficial Owner to exercise a certain number of options and that contains the date and the number of options to be exercised.
Fair Market Value	means the weighted average price of the Shares being traded in the form of American depositary shares on the NASDAQ Global Select Market for the ten (10) completed trading days, preceding the date the Exercise Notice is delivered, as applicable, which shall be calculated as the sum of products of the daily trading volume for each respective trading day multiplied by the closing price of stock on such trading day, divided by the aggregate trading volume for such ten (10) completed trading days, as calculated based on the data provided by any of the NASDAQ Global Select Market, Bloomberg or Reuters (as elected by the Administrator in its sole discretion) by mail, including electronic mail, or on its respective internet site, as the case may be.

Founder	means any Person that was the ultimate beneficial owner of a member of the Company directly or indirectly holding class A shares at the time the Company's Shares became freely traded in the form of the American depository shares on the NASDAQ Global Select Market.
Group	means the Company and all its Subsidiaries.
Options Expiration Date	December 31, 2026. Notwithstanding the foregoing, the Administrator may select a different Expiration Date for Options issued hereunder, not more than ten (10) years from the date of grant of such Options.
Person	means any individual, partnership, company, legal person, unincorporated organization, trust (including the trustees in their aforesaid capacity) or other entity.
Shares	means Class B shares of the Company (or any other respective class of shares that confers upon its holder the right to one (1) vote at a general meeting of the Company and in other respects ranking <i>pari passu</i> with other shares in the Company).
Subsidiary	means in relation to an undertaking (the holding undertaking), any other undertaking which the holding undertaking Controls and any undertaking which is a Subsidiary of another undertaking is also a Subsidiary of any undertaking of which that other is a Subsidiary.

2. Objectives.

The Company has approved the ESOP in respect of its Shares to achieve the following goals:

- 2.1. Align interests of the shareholders and the management of the Company by providing to the key employees and service providers of the Company and its Affiliates an opportunity to participate in long-term growth of the Company's value.
- 2.2. Increase investment attractiveness and market capitalization of the Company.
- 2.3. Provide competitive remuneration and retain key employees of the Company and its Affiliates.
- 2.4. Align with the practice of other public companies.

3. Major terms and conditions of the ESOP.

- 3.1. **Eligibility.** The Administrator shall select recipients of Options hereunder (the **Participants**) from among those executive managers and key service providers of the Group who are in a position to make a significant contribution to the success of the Group. Non-employee directors of the Board of Directors of the Company (the **Board**) will not be eligible to participate in the Plan. Each executive director of the Board will be eligible to receive grants of Options under the Plan in connection with such individual's service as an employee of the Company, and no such grant of Options will be made in connection with such individual's service as a director of the Board.
- 3.2. **Administration.** The Compensation Committee of the Board, acting as administrator of the Plan (the **Administrator**) under the decision of the Board to delegate such powers to the Administrator, shall have the authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it deems advisable. The Administrator may construe and interpret the terms of the ESOP and any Option granted under the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the ESOP or any Option in the manner and to the extent it shall deem expedient to carry the Plan into effect. The Administrator may approve the amendment of any Option in accordance with the terms of the ESOP. All decisions by the Administrator shall be made in its sole discretion, and shall be final and binding on all persons having or claiming any interest in the Plan or in any Options, provided that the decision of the Administrator shall not contradict Clause 14 of the Plan.
- 3.3. **Options.** Participants shall receive a right (an **Option**) entitling the Participant to acquire Shares upon satisfaction of the vesting conditions set forth in the applicable Award Agreement and payment of the applicable price per Share (the **Exercise Price**). Notwithstanding anything to the contrary herein, upon exercise of the Option, the Company, in its sole discretion may deliver to the Participant, in lieu of Shares, cash equal to the difference between the Fair Market Value of the Shares with respect to which the Option is being exercised reduced by the Exercise Price of the Option being exercised and further reduced by the taxes the Company is required to withhold in respect of the Option exercise pursuant to applicable law (the **Cash Election**) and the provisions of the Plan and the applicable Award Agreement shall be interpreted in a manner consistent with this Cash Election.

3.4. Available Shares; Limits. Subject to the provisions of this Section 3 and to adjustment under Section 4 (Adjustment), grants of the Options may be made under the Plan for up to a maximum number of Shares equal to 3,100,000 (the *Pool*). If any Option granted under this Plan expires, terminates or is canceled for any reason without having been exercised in full, the number of Shares underlying such expired, terminated or cancelled Option shall again be available for the purpose of awards under the Plan.

3.5. Exercise Price. The Administrator shall determine the Exercise Price applicable to the Options granted under the Plan, provided that the Exercise Price shall not be less than the average closing price per-Share of the Shares being traded in the form of American depository shares on the NASDAQ Global Select Market for the ninety (90) business days immediately preceding the grant date or the par value of the Shares, whichever is higher.

3.6. Cashless Exercise. Each Participant shall be required to acquire the Shares subject to any Option (or portion thereof) pursuant to a cashless exercise procedure. The Options identified in the Exercise Notice shall be cancelled upon the exercise and the Participant shall receive the number of Shares underlying the Options (or portion thereof) being exercised reduced by that number of Shares having an aggregate Fair Market Value equal to the exercise price of the Options being exercised, and further reduced by that number of Shares having an aggregate Fair Market Value equal to the taxes the Company is required to withhold in respect of the Option exercise pursuant to applicable law.

No fractional shares shall be issued pursuant to this cashless exercise procedure and any fractional amount resulting from calculation above shall be settled in cash.

The par value of the Shares issued pursuant to this cashless exercise procedure shall be paid up by a Subsidiary, which employs and/or contracts the Participant exercising the Options.

3.7. Terms and Conditions. The Administrator shall determine the terms of all Options (including terms and conditions with respect to the achievement of established performance metrics), subject to the limitations provided herein, and shall furnish to each Participant an agreement (the *Award Agreement*) setting forth the terms applicable to the Participant's Option. By accepting an Award Agreement, the Participant agrees to the terms of the Option (as set forth in the Award Agreement) and of the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Award Agreement, the terms and conditions of the Plan shall prevail. Such terms and conditions may include, without limitation, an obligation of the Participant to agree to a lock-up arrangement with respect to Shares acquired pursuant to the Option. Terms and conditions of Options may differ amongst different Participants and different grants of Options.

3.8. Tax Preparation. The Company shall provide Participants with assistance regarding the preparation of the appropriate tax return in respect of Options granted under the Plan, provided that (i) such assistance shall be rendered within four (4) years after the first vesting, and that (ii) such assistance shall not exceed EUR 100,000 per year in the aggregate for the Company.

3.9. Vesting. Unless otherwise provided by the Plan or decided by the Administrator, the Options shall vest in accordance with this Section 3.9 and the applicable Award Agreement. The vesting of shares shall be subject to the achievement of one or several Corporate Targets set forth in the Award Agreement. Forty percent (40%) of the Options shall be eligible to vest and become exercisable on the third anniversary of the grant date, with the remaining sixty percent (60%) of the Options eligible to vest and become exercisable on the fourth anniversary of the grant date. Options that have not become vested as of the date of termination of a Participant's employment or service with a member of the Group shall be forfeited upon such termination. Participants shall have thirty (30) days following termination of employment or service to exercise vested Options. Any Options that have not been exercised in such thirty (30) day period shall be terminated and may no longer be exercised. The Administrator shall have the discretion to adjust the vesting schedule with respect to any Option granted to a Participant, subject to Section 16.

3.10. Change in Control. In the event of a Change of Control wherein outstanding Options are not assumed or substituted in connection with such Change in Control, then, immediately upon the occurrence of such Change in Control, a prorated portion of each outstanding Option shall become fully vested (with any applicable performance criteria deemed to be achieved at actual levels as of such Change in Control) based on the number of days elapsed from the commencement date of the applicable vesting or performance period through the date of the Change in Control.

3.11. Expiration Date. Except as otherwise set forth herein, each then outstanding Option shall terminate upon the Expiration Date with respect to such Option or upon such other date as may be provided in the applicable Award Agreement, which shall in no event be more than ten (10) years following the grant date of such Option.

3.12. No Shareholder Rights Prior to Vesting. The Participant shall not have any rights of a shareholder (including the right to distributions or dividends) with respect to the Options until the Options are exercised pursuant to the terms of the Award Agreement.

4. Adjustment.

In the event of any stock split or combination of shares (including a reverse stock split), reorganization, recapitalization, large, special and non-recurring dividend, split-up, spin-off, merger, exchange of stock, redemption, repurchase, consolidation, other change in the capital structure of the Company, sale of assets or other similar event which requires adjustment in the good faith determination of the Administrator in order to avoid the enlargement or dilution of rights hereunder, the Administrator shall make adjustments to the maximum number Shares that may be delivered under the Plan, and the Exercise Price of any Options and also make such changes in the number and kind of shares of stock, securities or other property (including cash) covered by outstanding Options, and the terms thereof, as the Administrator determines to be appropriate. References in the Plan to Shares shall be construed to include any stock or securities resulting from an adjustment pursuant to this Section 4.

5. Transferability. Lock-up.

The Shares delivered to a Participant in respect of vested Options exercised by the Participant under the ESOP and the applicable Award Agreement prior to the date that is six (6) months following the applicable vesting date of the Options may not be transferred until the date that is six (6) months following the applicable vesting date of the Options (the *Holding Period*). Following the expiration of the Holding Period, each Participant is entitled to sell, transfer or dispose in any manner all Shares which such Participant has acquired from time to time by way of the exercise of the Options granted under this ESOP, provided that the Participant unconditionally agrees to comply with such lock-up arrangements as may be determined by the Administrator at its own discretion from time to time or required by underwriters or the Company in connection with any underwritten public offering of equity interests of the Company pursuant to a registration statement declared effective under the United States Securities Act of 1933, as amended, which restrictions may continue to apply following the termination of the Participant's employment or service.

6. Exercise, allotment and cashless exercise.

6.1. Any Exercise Notice shall be provided by the Participant or the Beneficial Owner by mail, fax or e-mail to the secretary of the Company or to any other officer of the Company as may be decided by the Administrator, and the Exercise Price shall be satisfied pursuant to the cashless exercise procedure set out in clause 3.6. of this Plan by effecting a net exercise with the Company.

6.2. As soon as practicable, but no more than thirty (30) days, following receipt of the Exercise Notice the Company shall at its sole discretion:

- (i) Allot and/or transfer to the Participant the Shares, subject to the Exercise Notice (after applying the cashless exercise procedure); or
- (ii) pay to the Participant a cash equivalent of the price of the Shares subject to the Exercise Notice (after applying the cashless exercise procedure) calculated at the price of the Company's shares (or depositary receipts in respect of shares) listed on NASDAQ Global Select Market at the closing of the trading day when the Exercise Notice has been served to the Company.

6.3. Subject to Section 6.2.(i) the Company shall within ninety (90) days of the allotment of any Shares provide to the Participant an extract from the Company's Register of Members, showing the Participant's shareholding (as increased, if applicable).

7. No Repricing.

Notwithstanding any other provision of this Plan, the Administrator may not, without prior approval of the Company's stockholders, seek to effect any repricing of any previously granted, "underwater" Option by: (i) amending or modifying the terms of the Option to lower the exercise price; (ii) canceling the underwater Option and granting replacement Options having a lower exercise price, or other awards or cash in exchange; or (iii) repurchasing the underwater Options. For purposes of this Section 7, an Option shall be deemed to be "underwater" at any time when the Fair Market Value of the Shares is less than the per share exercise price of the Option.

8. Clawback.

In the event that (i) the Company's financial results are materially restated or (ii) there is a significant adverse legal finding by a court or regulator against the Company in which any Participant is found to have culpability, the Administrator may review the circumstances surrounding the restatement or adverse legal finding and determine whether to (a) cancel any outstanding Option granted to any Participant, in whole or in part, whether or not vested and/or (b) require any Participant to repay to the Company any gain realized or value received upon the exercise of any Option during the Lookback Period (as defined below) determined by the Administrator to have been inappropriately received by the Participant (with such gain or value received valued as of the date of exercise or receipt). The "Lookback Period" is defined as the five (5) completed fiscal years immediately preceding the date on which the Company files such restatement or the date of the adverse legal finding.

Cancellation and repayment obligations will be effective as of the date specified by the Administrator. Any repayment obligation may be satisfied in Shares or cash or a combination thereof (based upon the Fair Market Value of Shares on the day of payment), and the Administrator may provide for an offset to any future payments owed by the Company or any affiliate to the Participant if necessary to satisfy the repayment obligation. The determination regarding cancellation of an Option or a repayment obligation shall be within the sole discretion of the Administrator and shall be binding upon the Participant and the Company.

9. No Assignment.

No Option granted under this ESOP may be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (other than pursuant to the laws of descent and distribution), nor may a Participant enter into any derivative agreement or other similar hedging arrangement relating to any Option without prior written consent of the Company, provided that the exercise of such Options shall not be considered to be any type of disposal.

10. Governing law

This Plan shall be governed by, and be construed in accordance with, the Laws of England and Wales.

11. Confidentiality.

Participants shall be required, as a condition to the receipt and retention of any Option hereunder, to keep strictly confidential the terms of such Participant's participation in this ESOP and shall agree not to discuss the terms of such participation with any other employee or consultant of the Company or any other third party; provided that nothing herein shall prevent the disclosure of these terms to the Participant's legal or tax advisors or as may be required to be disclosed in any prospectus prepared in connection with any public offering of the Company's securities or as required by law.

12. Share capital.

Nothing herein shall restrict the ability of the Company to increase its issued share capital (with the consequent dilution of the Participant's percentage shareholding in the Company or the Participant's potential shareholding in the Company as the case may be) or issue preference shares or other shares ranking in priority to the Shares that may be purchased pursuant to each Option).

13. Rights and obligations associated with the Shares.

Any Shares acquired pursuant to the Options shall be subject to any and all the rights associated with the shares of the Company in accordance with the provisions set out in the Articles of Association of the Company or otherwise contained in any shareholders' agreements relating to the Company existing from time to time.

14. Death or incapacity of the option holder.

If a Participant (or, in the case of a Participant that is an entity providing services to the Company, its Beneficial Owner) dies or is determined to be incapacitated by court while employed by or providing services to the Group, the Options may (subject to any vesting and termination provisions as set out in this ESOP) be exercised at any time within twelve (12) months following the date of death or incapacitation by the applicable individual's personal representatives or by a person who acquired the right to exercise the Option by bequest or inheritance. If the Options are not so exercised within the time specified herein, the Options shall terminate.

15. Shareholder notices.

Prior to the exercise of any Option, the Company shall not be obliged pursuant to the provisions of this Plan to provide the Participant with copies of any notices, circulars or other documents sent to shareholders of the Company.

16. Amendment; Term.

16.1. The Administrator, in its sole and absolute discretion, may at any time or times amend or alter the Plan or any outstanding Option and may at any time terminate or discontinue the Plan as to any future grants of Options; provided, that the Administrator may not, without the Participant's consent, amend, alter or terminate the terms of an Option or the Plan so as to affect adversely the Participants' or a Participant's existing rights under an Option or the Plan. Any amendments to the Plan shall be conditioned upon stockholder approval only to the extent, if any, such approval is required by applicable law, as determined by the Administrator.

16.2. The Plan shall become effective as of June 5, 2019 and shall expire on the tenth anniversary thereof (unless terminated earlier by the Administrator); provided that outstanding Options granted prior to such expiration (if any) shall remain outstanding in accordance with their terms following such expiration.

17. Legal requirements.

The Company may require, as a condition to the delivery of Shares pursuant to the Plan or removing any restriction from Shares previously delivered under the Plan, that all legal matters in connection with the issuance and delivery of such Shares have been addressed and resolved. The Company may require, as a condition to exercise of the Option, such representations or agreements as counsel for the Company may recommend. The Company may require that certificates evidencing Shares issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Shares, and the Company may hold the certificates pending lapse of the applicable restrictions.

ANNEX D
THE LETTER OF THE BOARD OF DIRECTORS AS OF APRIL 15, 2019
TO THE SHAREHOLDERS OF
QIWI PLC

LETTER OF THE BOARD OF DIRECTORS OF QIWI PLC
DATED APRIL 15, 2019

Nicosia, Cyprus

2019

QIWI plc

(the “Company”)

The present document (the “**Board Letter**”) is drawn by the board of directors of the Company (the “**Board**”) with the purpose of setting out to the shareholders of the Company their reasoning for recommending the approval of the long-term compensation program or 2019 Employee Stock Option Plan (the “**2019 ESOP**”) as well as describing its key terms of the plan and improvements as compared to the programs previously adopted by the Company.

Legal and financial background

Prior the Company has adopted three long-term employee compensation programs including 2012 Employee Stock Option Plan, 2015 Employee Restricted Stock Units Plan and 2017 Employee Stock Option Plan each of which was duly approved by the shareholders of the Company. Since 2013, long-term incentive awards including share options and restricted share units have been granted to senior managers and other managers of the Company under the 2012 Employee Stock Option Plan and the 2015 Employee Restricted Stock Units Plan pursuant to the disapplication of the pre-emptive rights granted by the shareholders for a period of five years as from the date of closing of the Company’s initial public offering with a listing on the NASDAQ on May 08, 2013 as set forth by the Cypriot laws. Approximately 4,000,000 option shares and 2,000,000 restricted stock units have been granted under the 2012 Plan and the 2015 Plan, respectively, out of which all are vested, but less than half have been exercised. However, the Company was not able to obtain a new waiver of the pre-emption rights from its shareholders prior or after May 8, 2018 and up to this date and thus the Company’s flexibility in issuing new class B shares under employee incentive programs was restricted and the Company did not grant any option shares under its 2017 Employee Stock Option Plan.

The Company believes that its inability to secure a positive shareholder vote to waive the pre-emption rights in respect of the issuance and allotment of up to 8,500,000 new class B shares under the employee incentive programs of the Company in March 2018 was largely caused by the fact that the employee compensation programs or respective disclosures did not fully comply with the best practices of the comparable international companies or guidelines provided by voting advisors in regards of the long-term employee compensation programs adopted by foreign private issuers.

Given that the Company firmly believes that (i) the ability to issue shares to the employees under the long-term incentive programs is of vital importance in order to retain key talent and maintain competitive position in the highly competitive market for talent that it faces and that (ii) equity compensation best aligns the interests of the management with the interests of the shareholders, the Company made a decision to review and align with the market practices its long-term employee compensation programs and bring to the shareholder vote the new updated 2019 Employee Stock Option Plan.

While preparing the 2019 ESOP the Company worked with a number of independent advisors and carefully reviewed market best practices and issues that were previously identified by the voting advisors, primarily Institutional Shareholder Services Inc in regards of its existing plans. The Company also engaged in extensive shareholder outreach efforts to understand the responses from its shareholders. In lieu of aligning its employee compensation practices and plans with the best market practices and applicable guidelines, the board of directors has approved and is bringing to the shareholder vote the following decisions.

1. To approve 2019 Employee Stock Option Plan
2. To approve the total number of shares and classes of shares equal to 3,100,000 (three million one hundred thousand) class B shares to be reserved for issuance under the 2019 ESOP;
3. To decrease the total number of shares and classes of shares to be reserved for issuance under the 2015 Employee Restricted Stock Units Plan to 2,100,000 (two million three hundred thousand) class B Shares.

The key concerns identified and addressed in respect of the currently approved employee compensation programs and adjustments made to the 2019 ESOP as compared to such plans and key parameters of the 2019 ESOP are discussed below.

Outstanding Employee Compensation Programs

As part of the process of designing the new long-term compensation plan the Company has closely reviewed the reports of the voting advisors in regards of the plans previously adopted by the Company. We have further identified certain issues that were specifically outlined by the voting advisors that we have addressed in lieu of the preparation of 2019 ESOP. The key issues identified by the voting advisors were as follows:

1. **Participation:** the plans that are currently in effect permit awards to be granted to nonexecutive directors, and directors eligible to receive awards under the plans may also be involved in the administration of the plans;
2. **Vesting periods:** the plans that are currently in effect have vesting periods of less than three years;
3. **Performance conditions:** the plans that are currently in effect do not implicitly specify the list of performance conditions;
4. **Individual participation limits:** the plans that are currently in effect do not implicitly specify or include individual participation limits.

The 2019 ESOP proposal described below address these points by providing that (i) awards cannot be granted to non-executive directors, (ii) the 2019 ESOP will be administered only by non-executive directors who are not eligible to receive awards (under the board's procedures, the 2019 ESOP will be administered by the Compensation Committee, the members of which are all non-executive directors), (iii) the vesting period will be set to three years with additional introduction of the holding period of six months after each vesting, (iv) the performance conditions will primarily include Relative Total Shareholder Return the measure reflecting the shareholders' return measured against a peer group of companies, which the Compensation Committee believes is consistent with international best practice and well aligned with the interests of the shareholders, and (v) performance conditions will be duly disclosed in the materials adjacent to the 2019 ESOP.

The implemented amendments are intended to bring the provisions of the 2019 ESOP in-line with the best market practices and guidelines provided by the voting advisors.

In addition to the issues identified by the voting advisors and certain shareholders as described above, we have distinguished some additional areas of improvement as compared to the plans that are currently in effect, including:

1. **Equity dilution:** in order to limit the maximum possible equity dilution of all outstanding employee compensation plans to 5% as specified by the voting advisors guidelines the Board has taken the decision to adjust the limits of the currently outstanding plans as follows: (i) to set the limit of the 2015 Employee Restricted Stock Units Plan to 2,100,000 shares as opposed previously approved limit of up to 7% of the outstanding share capital or in other words to limit the maximum size of the program to approximately the number of shares already granted under such program or issued to the QIWI Employees Trust set up by the Company in April 2018 for the purpose of issuing and allotment of the shares reserved under the existing long-term incentive plans, (ii) terminate the 2017 Employee Stock Option Plan, and (iii) set the maximum option share limit of the 2019 ESOP to 3,100,00 option shares or 4.9% of the outstanding share capital of the Company.
2. **Change in Control:** the plans that are currently in effect permit for full accelerated vesting of unvested awards upon a change of control, which would be amended for pro-rata vesting to better align the interests of the management with the interest of the shareholders.
3. **Clawback provision:** the plans that are currently in effect have no clawback provision; such provision will be introduced in the 2019 ESOP to enable the recoupment of shares in certain circumstances.

2019 Employee Stock Option Plan

The share based employee compensation program is a significant element of the Company's management compensation practices, which focus on pay for long-term performance and aligning interests of senior managers with those of the shareholders. The 2019 ESOP program is focused primarily on the executive management of the Company and its associates.

Since March 2018, the Company has engaged in numerous discussions with independent advisors and shareholders in order to create a new plan that would take into account best market practices. Accordingly, in order to align the 2019 ESOP with the similar programs adopted by international companies and to increase alignment of the 2019 ESOP with long-term shareholders' interests, the Compensation Committee has proposed that the 2019 ESOP be comprised of the elements set out below. These elements reflect a number of significant improvements as compared to the plans previously adopted by the Company. The Compensation Committee and the Board believe that the proposed 2019 ESOP, as described below, is in the best interests of the Company and its shareholders.

Features of 2019 ESOP	Description
Options	<ul style="list-style-type: none"> • Participants shall receive a right (an Option) entitling the participant to acquire shares upon satisfaction of the vesting conditions set forth in the applicable Award Agreement and payment of the applicable price per share (the Exercise Price). • The exercise price of the Options will be determined by reference to the market price of the shares at the time of the grant of the Options as required under the Listing Rules. • Options aid in the retention of executive managers and reward long-term performance. • Options will be granted at market price.
Dilution	<ul style="list-style-type: none"> • Total number of options reserved for the plan is set at 3,100,100 option shares or 4.9% of the share capital of the Company as of the date of this letter. • Shareholders should note that the actual equity dilution levels will depend on the Fair Market Value of the options for each vesting calculated as a weighted average price of the shares for the ten completed trading days, preceding the date the Exercise Notice is delivered and is reasonably likely to be below the maximum possible dilution calculated based on the total number of option shares reserved for the plan. • We further limit the potential dilution resulting from the plan by allowing for cashless exercise of the options only.
Vesting conditions	<ul style="list-style-type: none"> • Options cliff vest with 40% vesting three years after the grant date and 60% vesting four years after the grant date subject to the achievement of pre-established vesting conditions determined by reference to the relative total shareholders' return (rTSR). • Vested options can be exercised until the tenth anniversary of the grant date. • Vested options are subject to a six months holding period starting for the date of the relevant vesting.
Performance conditions	<ul style="list-style-type: none"> • Relative TSR will measure the Company's TSR relative to the TSR of a benchmark group consisting of the Company's peer group. • Company's TSR shall be above 50% of the Company's peer group weighted average TSR in order for the vesting to take place. Further the following vesting conditions will apply: <ul style="list-style-type: none"> • If the Company's TSR is between 50% and 75% of Company's peer group weighted average TSR 25% of the options will vest;

-
- If the Company's TSR is between 75% and 100% of Company's peer group weighted average TSR vesting occurs following the linear scale;
 - If the Company's TSR is above 100% of Company's peer group weighted average TSR all options will vest in accordance with the vesting schedule.
- Participation
- Other performance conditions as specified in the 2019 ESOP may be used for certain participants in addition to rTSR at the discretion of the Administrator of the Plan.
 - Executive managers and key service providers of the Group who are in a position to make a significant contribution to the success of the Group.
 - Non-employee directors of the Board of Directors of the Company will not be eligible to participate in the plan.
 - The Company's approach to the annual compensation packages for its executive managers and other managers who participate in 2019 ESOP is to provide a balanced mix that includes the following key elements: (i) base salary, (ii) short-term cash incentive in the form of annual bonus based on financial results of the Company and (iii) long-term equity-based incentive awards, including Options.
 - Target annual bonus and target LTIP value are based on a percentage of each individual's base salary.
 - Target LTIP Value is set to be approximately equal to 150% - 200% of base salary or approximately 75% - 100% of the total annual income of each participant.
- Peer Group of Companies
- The Compensation Committee has identified a peer group of companies on the basis of similar geographical focus, industry sectors, business operations and market capitalization.
 - The Peer Group for the purpose of the LTIP currently consists of: Yandex, Mail.ru Group, Tinkoff, Sberbank, MTS, Veon, Evertech, PagSeguro, PayPal, Global Payments, WorldPay, TSYS, WireCard, Adyen, Westwm Union, Visa, Mastercard, Eurounet, PayPoint, Cardtronics.
 - Company's peer group TSR is calculated as a weighted average of the individual TSRs of each company included in the peer group.
- Clawback provision
- Under the Clawback provision if (i) the Company's financial results are materially restated or (ii) there is a significant adverse legal finding by a court or regulator against the Company in which any participant is found to have culpability, the Administrator may review the circumstances surrounding the restatement or adverse legal finding and determine whether to (a) cancel any outstanding Option granted to any participant, in whole or in part, whether or not vested and/or (b) require any participant to repay to the Company any gain realized or value received upon the exercise of any Options.
 - The "Lookback Period" is defined as the five completed fiscal years immediately preceding the date on which the Company files such restatement or the date of the adverse legal finding.

Administration	<ul style="list-style-type: none">• The Compensation Committee of the Board, acting as Administrator of the plan under the decision of the Board to delegate such powers to the Administrator, shall have the authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to 2019 ESOP as it deems advisable.
Change in control	<ul style="list-style-type: none">• In the event of a Change of Control wherein outstanding Options are not assumed or substituted in connection with such Change in Control, then, immediately upon the occurrence of such Change in Control, a prorated portion of each outstanding Option shall become fully vested (with any applicable performance criteria deemed to be achieved at actual levels as of such Change in Control) based on the number of days elapsed from the commencement date of the applicable vesting or performance period through the date of the Change in Control.
Repricing	<ul style="list-style-type: none">• Notwithstanding any other provision of this plan, the Administrator may not, without prior approval of the Company's shareholders, seek to effect any repricing of any previously granted, "underwater" Options.

The Board's recommendations

1. The Board therefore recommends to the Annual General Meeting of Shareholders to
 - (a) To approve 2019 Employee Stock Option Plan (2019 ESOP);
 - (b) To approve the total number of shares and classes of shares to be reserved for issuance under the 2019 ESOP to be equal to 3,100,100 class B shares;
 - (c) To approve the amended total number of shares and classes of shares equal to 2,300,000 class B shares to be reserved for issuance under the 2015 Employee Restricted Stock Units Plan.

Signed on April 15, 2019

/s/ Boris Kim

Boris Kim
The Chairman of the Board of Directors
QIWI plc



QIWI PLC
 12 Kennedy Avenue, Kennedy Business Centre, 2nd Floor, 1087-Nicosia, Cyprus
 +357 22-65-33-90, fax +357 22-76-09-18, office@qiwi.com.cy, qiwi.com

BOARD OF DIRECTORS NOMINATION FORM

TO: QIWI plc
 12 Kennedy Avenue, Kennedy Business Centre
 2nd floor
 P.C. 1087, Nicosia
 Cyprus
 (the *Company*)

This nomination form outlines the requirements to candidacies to be nominated to the office of Elected or Independent Directors of the Company. This form must be completed in full and submitted to corporatelawyer@qiwi.com by 23:59 Cyprus time on May 3, 2019, along with a copy of fully completed Directors & Officers Questionnaire¹ as attached in Annex A hereto or Confirmation Form² to the Directors & Officers Questionnaire as attached in Annex B hereto.

I/We, [NAME OF SHAREHOLDER], the undersigned, being the shareholder of the Company, holding _____ Class _____ shares, residing at _____, entitled to participate and vote at the ANNUAL GENERAL MEETING of the shareholders of the Company to be held on June 5, 2019, at 10:00 a.m. (Cyprus time) at QIWI’s office at Kennedy 12, Kennedy Business Center, 2nd floor, P.C.1087, Nicosia, Cyprus, hereby nominate:

Full Name _____

Date of Birth _____

Address _____

Mailing address _____

Phone / Mobile _____

Email address _____

Fax _____

to the office of [Elected / Independent (*please underline the appropriate*)] Director of the Company and propose the Company to screen submitted nomination for compliance with Regulation 95 of the Company’s Articles of Association. I/We also certify that any and all provided information is complete, true and accurate for the time being.

Name: _____
 Title: _____
 for and on behalf of [NAME OF SHAREHOLDER]
 Date: _____

¹ Directors & Officers Questionnaire shall be filled in only by the nominees to the office of the Director of QIWI plc who submit their data to QIWI plc for the first time.
² Confirmation Form to the Directors & Officers Questionnaire shall be filled in only by the nominees to the office of the Director of QIWI plc who have been previously elected as Director of QIWI plc and have already submitted their data to QIWI plc.

BOARD NOMINATION FORM

Candidate Declaration

I acknowledge and agree that:

- (a) the information provided in this Board of Directors Nomination Form is complete, true and accurate on the date first above written;
- (b) the information provided in this Board of Directors Nomination Form will be disclosed to each of the Company's Secretary, the Board of Directors or the Company's outhouse counsel;
- (c) my nomination for the office of Director of the Company will only become valid once the Company's Annual General Meeting has approved my appointment to the office of the Director of the Company and if I'm not elected to the position of Director of the Company I will not claim the Company by this reason;
- (d) the Company may request from me or from my Nominating Shareholder any further information as may be required to arrange screening as prescribed in Regulation 95 of the Company's Articles of Association;
- (e) if I am elected to the position of Director of the Company I will act in accordance with my duties as a Director, in accordance with the Articles of Association and, without limitation, all other governing documents of the Company and applicable legislation.

Name:

Date:

Annex A to the Board Nomination Form

DIRECTORS AND OFFICERS QUESTIONNAIRE

of

QIWI PLC

Date:

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QUESTIONNAIRE FOR DIRECTORS AND OFFICERS

QIWI PLC

WHAT IS THIS?

- Attached is a Questionnaire for Directors and Officers which shall be nominated for appointment to the office of Director of QIWI plc to be voted at the Annual General Meeting (“AGM”).

WHY IS THIS NECESSARY?

- The following information is requested from you in connection with the screening for compliance with Regulation 95 of the Articles of Association of the Company of all candidacies to be nominated by the Company’s shareholders to be eligible for appointment (re-appointment) at the Annual General Meeting of the Company. The information requested in the Questionnaire is for your protection and that of the Company. Accordingly, great care should be exercised in the completion of this Questionnaire.

WHY AM I SIGNING THIS QUESTIONNAIRE?

- Your signature at the end of this Questionnaire will constitute:
 - (i) your consent to (A) the Company’s use of the information in this Questionnaire for Financial Industry Regulatory Authority, Inc. (“FINRA”) filings and correspondence, SEC reports and other filings, and NASDAQ documents and correspondence;
 - (ii) your confirmation that your answers are true and correct, to the best of your knowledge and belief; and
 - (iii) your agreement to notify the Company promptly of any change in the information contained herein, which occurs as a result of any development, including the passage of time, prior to the convening of AGM.

INSTRUCTIONS

- It is very important that an answer be given for each question; if the answer to any question is “No,” “None” or “Not Applicable,” please so indicate. Where necessary, you may wish to continue your responses on a separate sheet attached hereto. Please type or print your answers.
- Please promptly complete, sign and return this Questionnaire and return it to Mr. Philios Yiangou, the Deputy CEO of the Company:

QIWI plc
Kennedy 12
Kennedy Business Center, 2nd floor
Nicosia, 1087
Cyprus

Tel: +357 22-65-33-90
Fax: + 357 22-76-09-18
Email: corporatelawyer@qiwi.com

Unless stated otherwise, answers should be given as of the date you complete this Questionnaire. You should notify the Company immediately if there is any subsequent change in the information provided by you. Each descriptive response must include all of the information sought by the related question. If there is any response or underlying factual matter about which you are uncertain, please state the matter fully and include an additional explanation. If additional space is needed for your response to any question, please provide this information on an attached sheet and so indicate on this Questionnaire.

Should you have any questions about the Questionnaire, please contact the Company at the above details.

DEFINITIONS

The following terms, as used generally throughout this Questionnaire, have the following meanings:

The term “affiliate” means a person or entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another person.

The term “associate”, when used to indicate a relationship with any person, means: (1) any corporation or organization (other than the Company or any of its subsidiaries) of which you are an officer, director, member or partner or of which you are, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities, (2) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as trustee or in a similar capacity, and (3) your spouse and any relative of you or your spouse who has the same home as you or who is a director or officer of the Company or any of its subsidiaries.

The term “Company’s current fiscal year” means the year ending December 31, 2019.

The term “Company’s last fiscal year” means the year ended December 31, 2018.

The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. A company is presumed to control an entity if the company beneficially owns 10% or more of the outstanding voting equity securities of an entity that is a corporation or beneficially owns a partnership interest in 10% or more of the distributable profits or losses of an entity that is a partnership. A company is presumed to be controlled by a person or an entity if the person or entity, and persons associated with the entity, beneficially owns 10% or more of the outstanding voting securities of a company which is a corporation or beneficially owns a partnership interest in 10% or more of the distributable profits or losses of a company which is a partnership.

The term “interested party” means a shareholder holding five percent or more of the issued share capital of the Company or the voting rights in the Company, a person with authority to appoint one or more directors or the general manager (i.e., C.E.O.), and a person acting as director or general manager of the Company.

The term “officer” when used with reference to a company, means its president, any vice president of the registrant in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function or any other person who performs similar policy making functions for the registrant. Executive officers of subsidiaries may be deemed executive officers of the company if they perform such policy making functions for the company.

The term “member” means any broker or dealer admitted to membership in FINRA.

The term “person associated with a member” of FINRA or the term “**associated person of a member**” of FINRA means every sole proprietor, partner, officer, director, or branch manager of any member, or any natural person occupying a similar status or performing similar functions or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by such member (for example, any employee), whether or not any such person is registered or exempt from registration with FINRA. In addition, an organization of any kind is a “person associated with a member” or “associated person of a member” if its sole proprietor or any one of its general limited partners, officers, directors or branch managers is a “member,” “person associated with a member” or “associated person of a member.”

The term “subsidiary” means a corporation controlled by the Company, directly or indirectly, through one or more intermediaries.

Date completed: _____
Corporate/individual name: _____
Address: _____
Citizenship: _____
Residency: _____
Age and date of birth: _____
Telephone number: _____
Facsimile number: _____
Email address: _____

PART I - ELECTION AS A DIRECTOR OR OFFICER

- A. Did you, or do you currently, have any arrangement or understanding with any person pursuant to which you were or will be selected or appointed as a director or officer of the Company, or as a nominee for election as a director or officer of the Company (other than the understanding that you will fulfill the responsibilities of your position and will be entitled to certain compensation therefor)?

ANSWER: YES NO

If "YES," please describe the arrangement or understanding, naming the other person or persons with whom the arrangement was made:

-
- B. Are you related (by blood, marriage or adoption, not more remote than first cousin) or otherwise a family member (as defined below) of any interested party, director, officer or person nominated or chosen to become a director or officer of the Company or any of its subsidiaries?

For the purposes of this question, the term "family member" refers to a spouse, sibling, parent, grandparent or child, or a child, sibling or parent of a spouse, or a spouse of any of these family members.

ANSWER: YES NO

If "YES," please explain:

- C. As a director or officer of the Company or as a person chosen to become a director or officer of the Company, do you consent to being named in the Company' registration statements to be filed with an applicable authorities (if any)?

ANSWER: YES NO

- D. (FOR DIRECTORS ONLY) During the Company's last fiscal year, did you attend all meetings of the board of directors of the Company? If your answer is "NO," please indicate the date(s) of the meeting(s) you missed:

ANSWER: YES NO

Date(s) of meeting(s) missed:

- E. (FOR DIRECTORS ONLY) During the Company's last fiscal year, did you attend all meetings of committees of the Company? If you did not attend all meetings during the last fiscal year, please indicate the date(s) of the meeting(s) you missed.

ANSWER: YES NO NOT A MEMBER

Dates(s) of meeting(s) missed:

PART II - BIOGRAPHICAL INFORMATION

Please review the attached biography, Exhibit A and indicate whether it is currently accurate. Please return any changes with this Questionnaire. If no biography is attached, please provide one. While reviewing Exhibit A, please keep in mind the following:

Directors and Officers: Your biography should include (1) each position or office you have held with the Company; (2) the period (month and year) during which you served as director or officer for the Company and date of expiration of the current term of office, if applicable; (3) your principal occupations, business and experience and employment during the past five years, including the name and principal business of any corporation or other organization in which such occupations and employment were carried on, and whether such business or organization is a parent, subsidiary or other affiliate of the Company; (4) information regarding your membership on the Company's audit, compensation, nominating and corporate governance or other committees, if applicable; and (5) the name of any accredited institution of higher learning from which you have received a degree or professional qualification and the nature of such degree or professional qualification.

Officers: Your biography should include a brief explanation of the nature of your responsibilities in connection with your prior positions, including information relating to your professional experience, and any current principal business activities you perform outside the Company.

Directors: Your biography should list any other directorships that you hold, or have held during the past five years, with any other company, including companies organized outside of the United States, naming such company. For any publicly held companies (i.e., corporations with debt or equity securities registered under, or subject to, the Securities Exchange Act of 1934, as amended and/or a company whose shares are listed for trading on a stock exchange, or have been offered to the public outside of the U.S., and are held by the public shareholders) or any registered investment companies of which you are a director, your biography should also indicate whether during the Company's last fiscal year you served as a member of such other entity's compensation committee or committee of the board performing similar functions.

A. Is Exhibit A correct and complete?

ANSWER: *COMPLETE/CORRECT* *INCOMPLETE/INCORRECT*

If "INCOMPLETE/INCORRECT," please indicate any additions or corrections in Exhibit A or attach a separate sheet to this Questionnaire.

PART III - SECURITIES HOLDINGS

Beneficial Ownership: You are the “**beneficial owner**” of a share of the Company if, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise you have or share the underlying benefits of ownership, or have the right to acquire such beneficial ownership within 60 days from the date set forth on the cover of this Questionnaire, including:

- voting power, which includes the power to vote, or to direct the voting of, such share; and/or
- investment power, which includes the power to dispose, or to direct the disposition, of such share.

Generally, the definition of beneficial owner will require you to list all shares of the Company that are:

- registered in your name, including shares registered in your name as trustee, executor, custodian, pledgee, agent or nominee, either alone or with others;
- registered in the name of a nominee or in street name, including any such shares held for the account of any of the above, if you have sole or shared voting or investment power of such shares;
- held by an estate or trust in which you have an interest as legatee or beneficiary;
- held by a corporation or other organization of which you are a director, officer, member or partner or of which you are, directly or indirectly, the beneficial owner of 5% or more of any class of equity securities; or
- held in the name of your spouse, minor children and any relative of you or your spouse sharing the same home as you.

General Instructions: If you share ownership or voting or investment power for any shares with another person or entity, please list such shares separately from shares over which you do not share such ownership or power. Please indicate:

- the type of ownership or power that is shared (i.e., sole voting power, shared voting power, sole investment power, shared investment power); and
- the relationship giving you such ownership or power, the person or entity with whom ownership or power is shared, and any other relevant information, such as a general indication of your capacity as fiduciary, if any, and/or the name and nature of any party in whose name any shares are registered.

A. **Shares Owned:** In the table below, please identify the issued and outstanding shares of the Company or of any of the Company's parents or subsidiaries that you beneficially own as of the date of this Questionnaire.

Name and Address of Registered Holder	Type of Security	Number of Shares	Type of Ownership (trust, partnership, direct, personal, etc.)
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B. **Options and Rights to Acquire Shares:** In the table below, please identify shares of the Company or of any of the Company's parents or subsidiaries that you have the right to acquire within 60 days from the date set forth on the cover page of this Questionnaire or any rights to acquire shares that are exercisable upon an initial public offering. Such acquisition of beneficial ownership could be (i) through the exercise of any option, warrant or right, (ii) through the conversion of a security or (iii) pursuant to the power to revoke a trust, discretionary account or similar arrangement or through the automatic termination of such arrangements.

Name and Address of Registered Holder	Type of Security	Number of Shares (issued or issuable)	Exercise Price (also, Purchase Price, if any)	Vesting Schedule (include grant and expiration dates)	Type of Ownership (trust, partnership, direct, personal, etc.)
---------------------------------------	------------------	---------------------------------------	---	---	--

C. **Disclaimer of Beneficial Ownership:**

Do you wish to disclaim beneficial ownership of any of the shares reported above for purposes of the Company' registration statements to be filed with an applicable authorities (if any)?

ANSWER: YES NO

If "YES," please provide the following information with respect to the person(s) who should be shown as the beneficial owner(s) of the shares in question.

<u>Class of Stock</u>	<u>Number of Shares Beneficially Owned and Nature of Ownership</u>	<u>Name of Actual Beneficial Owner</u>	<u>Relationship of Such Person to You</u>
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You may wish to consult your legal or tax advisor regarding this disclaimer as it may be important in other contexts. For example, your reporting of the ownership of such shares might be construed as an admission of ownership for the purpose of ongoing reporting requirements.

D. **Arrangements by 5% Shareholders:**

If you are the beneficial owner of more than 5% of the shares of the Company, state whether any of said securities have been pledged or otherwise deposited as collateral or are held or to be held subject to any voting trust or similar arrangement?

ANSWER: YES NO

If "YES," please state the amount held or to be held, the duration of the agreement, the names and addresses of the voting trustees, and outline briefly the voting rights and powers thereunder:

E. **Change in Control Arrangements:** Are you, or to the best of your knowledge, any other person, a party to any arrangement, contractual or otherwise, including any pledge of securities of the Company, the operation of which may at a subsequent date result in a change of control in the Company?

ANSWER: YES NO

If "YES," please describe such arrangement:

F. **Voting Arrangements:** Do you know of any voting trust or similar agreement or arrangement pursuant to which more than 5% of the shares of the Company are held or are to be held?

ANSWER: YES NO

If "YES," please describe such arrangement:

PART IV - TRANSACTIONS AND EMPLOYMENT AGREEMENTS WITH THE COMPANY

Please describe any transactions, including employment, consulting, service or similar agreements or loans entered into at any time since the beginning of the Company's preceding three fiscal years up to the date of this Questionnaire, or any presently proposed transactions, between the Company or any of its affiliates, and:

- you or a close member of your family;
- an entity that directly or indirectly through one or more intermediaries, control or is controlled by, or are under common control with the Company;
- an entity of which you or a close member of your family is a director or officer or an affiliate of such an entity;
- an entity in which you or a close member of your family beneficially owns a 10% or greater interest in the voting power of the Company, or an affiliate of such an entity;
- an entity in which you have the power to participate in the financial and operating policy decisions, even if such power does not amount to the ability to control such policies;
- any partnership or firm of which you are or were a general partner or of which your limited partnership interest (either alone or together with other directors or officers of the Company and holders of more than 5% of shares or family members) is 10% or more;
- any trust, custodianship or estate in which you have or had a substantial beneficial interest or as to which you serve or served as trustee, custodian, executor or in a similar fiduciary capacity;
- any security holder who owns of record or beneficially 5% or more of the Company's outstanding shares; or
- another person in which you have a personal interest (for purposes of this section, "personal interest" refers to a personal interest in an act or transaction of the company or its affiliates, including a personal interest of your family member (as defined in Part I B) or of a corporate body in which you or a family member of yours has a personal interest, but excluding a personal interest arising from the fact of a shareholding in the Company).

Note: For purposes of this section, "close member of your family" refers to any of your family members that may be expected to influence, or be influenced by you in your dealings with the Company, including, but not limited to, your spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, and brothers and sisters-in-law.

Note: No information need be given as to any transaction in which:

- The interest arises solely in your capacity as an officer and/or director of the Company or its subsidiaries (e.g., your compensation arrangement with the Company or its subsidiaries); or
- The interest arises solely from the ownership of securities of the Company and neither you nor any close member of your family receives any extra or special benefit not shared on a pro rata basis.

A. **Transactions**: Exhibit B lists all transactions between the Company and the recipient of this Questionnaire of which the Company is currently aware. Please review Exhibit B carefully and confirm that it includes any transaction arrangement or relationship (including any indebtedness or

guarantee of indebtedness), since the beginning of the Company's preceding three fiscal years, or any currently proposed transaction, or series of similar transactions, to which the Company was or is to be a participant with the above persons.

Is Exhibit B correct and complete?

ANSWER: COMPLETE/CORRECT **INCOMPLETE/INCORRECT**

If "INCOMPLETE/INCORRECT," please indicate any additions or corrections in Exhibit B or attach a separate sheet to this Questionnaire.

B. Loans:

(a) If you or

- (i) any member of your immediate family, the Company or its subsidiaries of which you are (or have been) an officer or partner or, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities; or
- (ii) any trust or other estate in which you have (or had) a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity, is, or has been during any of the Company's preceding three fiscal years, indebted to the Company or any of its subsidiaries, or to any pension, retirement, savings or similar plan provided by the Company or any of their subsidiaries, or is or has been a guarantor for the Company or any of its subsidiaries, describe the transaction and provide the following information:

Nature of the indebtedness and of the transaction in which it was incurred	
Amount of indebtedness outstanding as of the end of the Company's last fiscal year.	
Maximum amount of indebtedness outstanding during the Company's last three fiscal years.	
Amount of indebtedness outstanding as of the date of this Questionnaire	
Rate of interest	
If such indebtedness was incurred by any person or entity other than you, the name of the person and the nature of the relationship by reason of which such indebtedness is required to be described.	

-
- C. **Personal loans:** Please describe below any other extension of credit to you or any related person in the form of a personal loan arranged by the Company, directly or indirectly, including through any subsidiary during the Company's preceding three fiscal years. If none, please check the box indicating "NONE" below:

NONE

or please describe:

- D. **Employment:** Are you an employee or a service provider of (i) the Company, (ii) an affiliate of the Company or (iii) an interested party of the Company?

ANSWER: YES *NO*

If "YES" please provide a detailed description of the terms of such engagement.

PART V - LEGAL PROCEEDINGS

A. Legal Proceedings of Directors, Officers and Their Affiliates:

We will assume that the following statements are TRUE with respect to the past ten years, unless contrary advice is given below:

- (a) no petition under the bankruptcy laws or any insolvency laws of any jurisdiction has been filed by or against you, and no receiver, fiscal agent or similar officer has been appointed by a court for your business or property, or any partnership in which you were a general partner at or within the previous two years, or any corporation or business association of which you were an officer at or within the previous two years;
- (b) you have not been convicted in a criminal proceeding nor were you a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
- (c) you have not been the subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining you from, or otherwise limiting you in the following:
 - (i) acting as a futures commission merchant, introducing broker, commodity trading adviser, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the U.S. Commodity Futures Trading Commission (the "CFTC"), or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;
 - (ii) engaging in any type of business practice; or
 - (iii) engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of federal, state or foreign securities laws or federal commodities laws;
- (d) you have never been the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than 60 days your right to engage in any activity described in (c) (i), above, or to be associated with persons engaged in any such activity;
- (e) you have not been found by a court of competent jurisdiction in a civil action or by the SEC to have violated any federal or state securities laws where the judgment in such a civil action or finding by the SEC has not been subsequently reversed, suspended or vacated; and
- (f) you have not been found by a court of competent jurisdiction in a civil action or by the CFTC to have violated any federal commodities law and the judgment in such civil action or finding by the CFTC has not been subsequently reversed, suspended or vacated.
- (g) you have not been the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding (not including a settlement of a civil proceeding among private litigants), not subsequently reversed, suspended or vacated, relating to an alleged violation of:
 - (i) any Federal or State securities or commodities law or regulation;

-
- (ii) any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or
 - (iii) any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; and
 - (h) you have not been the subject of, or party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

The above statements are:

ANSWER: TRUE **NOT TRUE**

If "NOT TRUE," provide detailed information regarding the circumstances that render such statements untrue:

- B. **Certain Legal Proceedings:** Have you been involved in any inquiries, investigations, lawsuits, litigation, arbitration, hearings, or any other legal or administrative proceedings (a) initiated, conducted or being conducted by any federal or state regulatory, civil or criminal agency (including but not limited to the SEC, FINRA, PCAOB, state securities regulators, the CFTC, Department of Justice, state bar associations, state boards of accountancy, or any foreign regulatory, civil or criminal authority); (b) in which claims were asserted under federal and/or state securities, tax or bankruptcy laws; or (c) in which claims were asserted otherwise alleging fraud, deceit or misrepresentation and seeking damages in excess of \$100,000? This question is required by NASDAQ and is not limited as to time.

ANSWER: YES **NO**

If "YES," please describe:

- C. **Other Legal Proceedings of Directors, Officers and Their Affiliates:**

Please indicate whether there are any other legal proceedings, consent decrees, settlements or suits (civil or criminal), pending or threatened, that are not covered by the foregoing question (whether due to the date on which they occurred or the subject matter thereof), but are so material to an evaluation of your ability or integrity to act as a director or officer that they should nonetheless be disclosed to investors:

ANSWER: YES **NO**

If "YES," please describe:

D. **Litigation Against the Company and Its Subsidiaries:**

Are you or any of your associates a party adverse to the Company or any of its subsidiaries, or do you or any of your associates have an interest adverse to the Company or any of its subsidiaries in any legal proceedings?

ANSWER: YES NO

If "YES," please describe:

E. **Legal Proceedings: Investigations:**

Do you know of any legal, regulatory or administrative proceeding brought or contemplated by any governmental authority (including, but not limited to, antitrust, price-fixing, tax, environmental, copyright or patent litigation) to which the Company or any subsidiary is or may be a party or of which the property of the Company or any subsidiary is subject? If your answer is "YES," please give the details below.

ANSWER: YES NO

If "YES," please describe:

PART VI - AUDIT COMMITTEE QUALIFICATION

The questions in this section relate to your potential qualification as a financial expert.

This information shall be taken into consideration upon your election to the office of Director of the Company and further nomination to the Audit Committee under the Board of Directors of the Company.

A. Audit Committee Qualification:

1. Other than in your capacity as a member of the board of directors, the audit committee or any other board committee, have you or any of your family members accepted, directly or indirectly, any consulting, advisory, or other compensatory fee from the Company or any of its subsidiaries?

Note: For the purposes of this question, “family members” include your spouse, a minor child or stepchild or a child or stepchild sharing your home. Indirect acceptance of compensation includes compensation paid to any entity in which you are a partner, member, managing director, executive officer or similar position (but not including entities in which you are only a limited partner, non-managing member or similar position and in which you have no active role in providing services to such entity) and which provides accounting, consulting, legal, investment banking or other financial advisory services to the Company or any of its subsidiaries.

ANSWER: YES NO

If “YES,” please describe:

2. Do you serve on the audit committees of any other public companies?

ANSWER: YES NO

If “YES,” please specify:

3. Have you participated in the preparation of the financial statements of the Company or any current subsidiary of the Company at any time during the past three years?

ANSWER: YES NO

If “YES,” please specify:

4. Can you read and understand fundamental financial statements, including a company’s balance sheet, income statement, and cash flow statement?

ANSWER: YES NO

5. For purposes of determining that you are financially literate and are able to read and understand fundamental financial statements, describe your financial and accounting background and other relevant experience, including business experience, formal education and degrees and professional licenses or certifications (including being a certified public accountant, or the equivalent, in good standing), in particular whether you are or have ever been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities (including principal accounting officer, controller, public accountant or auditor):

Please provide any supporting information. Your supporting information can take the form of a separate written submission.

Note: When answering the above, please mention any of the following, if relevant:

- Whether you have attended formal courses related to financial or accounting matters and whether you have an advanced degree in these areas;
- Whether you have taught any courses or published any books or articles relating to financial or accounting matters;
- Whether you have invested in an enterprise that required you to analyze or interpret financial statements;
- Whether you regularly read publications relating to financial or accounting matters; and
- Whether you engage, or have you engaged, in any other activities that relate to financial accounting matters.

B. Audit Committee Financial Expert Qualification:

1. Do you have an understanding of generally accepted accounting principles and financial statements?

ANSWER: YES NO

2. Do you have the ability to assess the application of generally accepted accounting principles in connection with the accounting for estimates, accruals, and reserves?

ANSWER: YES NO

3. Do you have any experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and level of complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising one or more persons engaged in such activities?

ANSWER: YES NO

4. Do you have an understanding of or experience with internal controls and procedures for financial reporting?

ANSWER: YES NO

5. Do you have an understanding of audit committee functions?

ANSWER: YES NO

If you have answered "YES" to any of the above questions, please provide supporting information together with this Questionnaire indicating the basis for your response. Your supporting information can take the form of a separate written submission and should indicate your acquisition of such skills through:

-
- education and experience as a principal financial officer, principal accounting officer, controller, public accountant or auditor or experience in one or more positions that involve the performance of similar functions;
 - experience actively supervising a principal financial officer, principal accounting officer, controller, public accountant, auditor or person performing similar functions;
 - experience overseeing or assessing the performance of companies or public accountants with respect to the preparation, auditing or evaluation of financial statements; or
 - other relevant experience.
6. To the extent not covered by the questions above, please provide a description of any of your other relevant qualifications or experience that would assist the Company in evaluating your ability to understand and evaluate the Company's financial statements and its other financial information and to make knowledgeable and thorough inquiries whether (i) the Company's financial statements "fairly present" its financial condition, results of operations and cash flows in accordance with generally accepted accounting principles and (ii) the Company's financial statements and other financial information, taken together, "fairly present" the Company's financial condition, results of operations and cash flow.

PART VII - INDEPENDENCE OF DIRECTORS UNDER NASDAQ RULES

(ONLY DIRECTORS SHOULD RESPOND TO THIS SECTION)

The questions in this section relate to your qualification as an independent director under the rules of NASDAQ, which require that a majority of the board of directors of the Company must be “independent” as defined under NASDAQ rules.

1. Have you been employed by the Company, or by any parent or subsidiary of the Company, within the last three years, including services as an “interim” officer?

Note: For the purposes of this section, a parent or subsidiary is an entity the Company controls and consolidates with its financial statements as filed with the SEC.

ANSWER: YES NO

2. Are you a family member of any individual who is, or at any time during the past three years was, employed by the Company or by any parent or subsidiary of the Company as an executive officer?

Note: For the purposes of this section, “family members” include your spouse, parents, children and siblings, whether by blood, marriage or adoption, or anyone residing in your home.

ANSWER: YES NO

3. Have you accepted, or do you have a family member who has accepted, any compensation from the Company or parent or subsidiary of the Company in excess of \$120,000 during any period of twelve consecutive months within the last three years?

Note: For the purpose of this question, “compensation” does not include (i) compensation for board or board committee service, (ii) compensation paid to a family member who is a non-executive employee of the Company or a parent or subsidiary of the Company, or (iii) benefits under a tax-qualified retirement plan, or non-discretionary compensation.

ANSWER: YES NO

4. Are you or any of your family members a partner in, or a controlling shareholder or an executive officer of, any organization to which the Company made, or from which the Company received, payments for property or services that exceed 5% of the recipient’s consolidated gross revenues for that year, or \$200,000, whichever is greater, in the Company’s current fiscal year or any of its past three fiscal years?

Note: For the purpose of this question, “payments” does not include (i) payments arising solely from investments in the Company’s securities or (ii) payments under nondiscretionary charitable contribution matching programs.

ANSWER: YES NO

5. Are you, or do you have a family member who is, a current partner of the Company’s outside auditor, or were you, or do you have a family member who was, a partner or employee of the Company’s outside auditors who worked on the Company’s audit at any time during the past three years?

ANSWER: YES NO

If you have responded “YES” to any of the above questions, please describe in detail the circumstances surrounding your response:

6. Have you, or any of your immediate family members, been employed within the past three years as an executive officer by any company whose compensation committee includes an executive officer of the Company?

ANSWER: YES NO

7. Please list and describe below:

- (a) Any existing or proposed relationships, however slight or remote, not already described above that you or a family member has with the Company or its affiliates, either directly or indirectly, including, but not limited to, as a director, shareholder, partner or officer of an organization that has a relationship with the Company;
- (b) Any existing or proposed relationships between the Company and you, and any relationships between the Company and any business, nonprofit or other entity in which you are a partner, manager, director, trustee, officer, or significant stockholder or investor, or in which you have any significant financial interest; and
- (c) Any additional information that would be relevant, appropriate, or helpful for the Company’s board of directors to consider when evaluating your ability to exercise independent judgment and when determining whether you qualify as “independent” within the meaning of that term under the NASDAQ rules.

Please include the names of all relevant organizations and the dates of your or your family members’ relationship.

Note: A relationship can include, but is not limited to, commercial, industrial, banking, consulting, legal, accounting, charitable and family relationships. Please include for this purpose any passive investments in any privately-held or publicly traded companies with which you know the Company or its subsidiaries has any business or other dealings.

PART VIII - CORRUPT PRACTICES

Note: For the purposes of this Part VIII, “Government Official” means an officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or any political party, party official, or candidate thereof. In addition, Government Official shall also mean (i) officers, employees, representatives or agents of foreign government-controlled enterprises and (ii) any officers, employees, representatives or agents of such companies which are: (a) managed by, (b) receiving funding from, or (c) doing business with another company receiving funding from a sovereign wealth fund if such fund is government-controlled or if the government effectively controls the company.

Have you become aware or do you have any reason to believe that in the last five years the Company or any of its officers, directors, employees, agents, or business partners or any of its stockholders acting on behalf of the Company ever directly or indirectly:

- (a) offered, promised to pay, or authorized the payment of anything of value to any Government Official, or to any relative of a Government Official, or to any person or entity knowing that all or some portion of the thing of value would be offered, given, or promised to a Government Official for the purpose of (1) influencing any act, decision, or failure to act by a Government Official in his or her official capacity; (2) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official; (3) securing any improper advantage; or (4) inducing such Government Official to use his or her influence with the government or any agency or instrumentality to affect any act or decision of the government, agency or instrumentality or to secure an improper advantage, in order to obtain, retain, or direct business or to receive favorable treatment with regard to business?

ANSWER: YES NO

- (b) created or maintained any bank accounts, funds, or pools of funds not fully and accurately reflected on the corporate books of account or as to which the receipts and disbursements therefrom have not been fully and accurately reflected on such books?

ANSWER: YES NO

- (c) created, maintained, or received any receipts or disbursements, the actual nature of which has been disguised or intentionally misrecorded on the corporate books of account?

ANSWER: YES NO

- (d) paid any fees or expenses to business partners, consultants, or commercial agents which exceed the reasonable value of the goods received or services purported to have been rendered?

ANSWER: YES NO

- (e) made any payments or reimbursements to personnel at the Company or any of its affiliates for the purpose of enabling them to expend time or make contributions or payments of the kind or for the purposes referred to in subparts (a) through (d)?

ANSWER: YES NO

(f) failed to devise, implement or maintain a system of internal accounting controls sufficient to provide reasonable assurances that transactions are properly authorized and assets accounted for?

ANSWER: YES *NO*

(g) failed to conduct meaningful due diligence on third-party agents, consultants, and vendors despite the existence of certain red flags suggesting a heightened risk of corrupt behavior?

ANSWER: YES *NO*

(h) failed to investigate or respond appropriately to allegations of corrupt payments?

ANSWER: YES *NO*

(i) knowingly structured transactions to avoid internal controls or otherwise circumvented or impeded the functioning of internal controls?

ANSWER: YES *NO*

PART IX - FINRA QUESTIONS

(Footnotes located at the end of this section)

a. Indicate below whether you have any information pertaining to underwriting compensation and arrangements or items of value⁽¹⁾ received or to be received by any “underwriter or related person”⁽²⁾ or any dealings between any “underwriter or related person,”⁽²⁾ “member”⁽³⁾ of the Financial Industry Regulatory Authority (“FINRA”), person “associated with a member” or “associated person of a member”⁽⁴⁾ on the one hand and the Issuer ⁽⁵⁾ on the other hand, other than information relating to the proposed public offering by the Company of the Company’s shares.

I know of no such information:

I know of such information:

Description: _____

b. State below whether you are an “underwriter or related person,”⁽²⁾ a “member”⁽³⁾ of FINRA, a “person associated with a member” or “associated person of a member,”⁽⁴⁾ or whether you have any association or other affiliation through share ownership or otherwise with a member of the FINRA. If you are the general partner of a limited partnership, state whether any of the limited partners of the limited partnership are any of the entities listed in the preceding sentence.

YES

NO

If your answer to subsection (b) above is “No,” you need not respond to c., d., e., f. and g. below.

c. Please provide the following information with regard to FINRA association or affiliation disclosed above:

i. Identity of FINRA Member(s): _____

ii. Description of association or affiliation with such FINRA Members(s): _____

iii. Are any of FINRA Members named above participating in any capacity in this public offering? If yes, describe participation: _____

iv. Provide the information requested below with respect to the equity securities or debt securities of the Company that you own.⁽⁶⁾

Number of equity securities of face value of debt securities owned

Date Acquired

Price Paid for Securities

- d. Set forth below information as to all purchases and acquisitions (including contracts for purchase or acquisition) of securities of the Company or any subsidiary thereof by you in the past 180 days prior to the filing date, as well as to proposed purchases and acquisitions that are to be consummated in whole or in part within the next 180 days:

Seller or Prospective Seller

Amount and Nature of Securities

Price or Other Consideration

Date

- e. Set forth below information as to all sales and dispositions (including contracts to sell or to dispose) of securities of the Company or its subsidiaries by you in the 180 days prior to the filing date to any "member"⁽³⁾ of FINRA, any "person associated with a member" or "associated person of a member"⁽⁴⁾ or any "underwriter or related person"⁽²⁾ with respect to the proposed public offering, as well as to all proposed sales and dispositions by you that are to be consummated in whole or in part within the next 180 days:

- f. If you have had, or are to have, any transactions of the character referred to in either d. or e. above, describe briefly the relationship, affiliation or association of both you and, if known, the other party or parties to any such transaction with any underwriter or other person "in the stream of distribution" with respect to the proposed offering. In any case, where the purchaser (whether you or any such party) is known by you to be a member of a private investment group, such as a hedge fund or other group of purchasers, furnish, if known, the names of all persons comprising the "group" and their association with or relationship to any broker-dealer.

Description: _____

- g. If you or any of your associates has had a material relationship⁽⁷⁾ with or with any other investment firm or underwriting organization that might participate in the underwriting of the securities proposed to be registered by the issuer, please specify the names of the parties, their relationship to you and the nature of the relationship:

Description: _____

FOOTNOTES

* Does not include purchases made through an employee benefit plan.

- (1) “**item of value**” includes, but is not limited to, any:
 - (i) Financial consulting and advisory fees, whether in the form of cash, securities, or any other item of value;
 - (ii) Common or preferred stock, options, warrants, and other equity securities, including debt securities convertible to or exchangeable for equity securities, received:
 - (a) for acting as private placement agent for the **issuer**;
 - (b) for providing or arranging a loan, credit facility, merger or acquisition services, or any other service for the **issuer**;
 - (c) as an investment in a private placement made by the issuer; or
 - (d) at the time of the public offering;
 - (iii) Any right of first refusal provided to any **participating member** to underwrite or participate in future public offerings, private placements or other financings, which will have a compensation value of 1% of the offering proceeds or that dollar amount contractually agreed to by the issuer and underwriter to waive or terminate the right of first refusal;
 - (iv) Compensation to be received by the **underwriter and related persons** or by any person nominated by the underwriter as an advisor to the issuer’s board of directors in excess of that received by other members of the board of directors; and
 - (v) Commissions, expense reimbursements, or other compensation to be received by the **underwriter and related persons** as a result of the exercise or conversion, within twelve months following the effective date of the offering, of warrants, options, convertible securities, or similar securities distributed as part of the public offering.
- (2) The term “**underwriter or related persons**” includes, with respect to a proposed offering, underwriters, underwriters’ counsel, financial consultants and advisors, finders, members of the selling or distribution group, any “member” participating in the public offering and any and all other persons associated with or related to, and members of the Immediate Family of, any such persons. “Immediate Family” means parents, mother-in-law, father-in-law, husband or wife, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children, or any person who is supported directly or indirectly, to a material extent, by an employee of or person associated with a member.
- (3) FINRA defines a “**member**” as being any individual, partnership, corporation or other legal entity that is a broker or dealer admitted to membership in FINRA.
- (4) FINRA defines a “**person associated with a member**” or “**associated person of a member**” as being every sole proprietor, general or limited partner, officer, director or branch manager of any member, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by such member (for example, any employee), whether any such person is registered or exempt from registration with FINRA. Thus, “person associated with a member” or “associated person of a member” includes a sole proprietor, general or limited partner, officer, director or branch manager of an organization of any kind (whether a corporation, partnership or other business entity) that itself is either a “member” or a “person associated with a member” or “associated person of a member.” In addition, an organization of any kind is a “person associated with a member” or “associated person of a member” if its sole proprietor or any one of its general limited partners, officers, directors or branch managers is a “**member**,” “**person associated with a member**” or “**associated person of a member**.”

-
- (5) The term “**Issuer**” means the Company, any selling securityholder, any affiliate of the Company or any selling securityholder, and the officers, directors, general partners, employees and securityholders thereof.
- (6) You “**own**” a security if you directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, have or share a direct or indirect pecuniary interest in the security. You have a pecuniary interest in a security if you have the opportunity, directly or indirectly, to profit or share in any profit derived from a transaction in such security. You may have an indirect pecuniary interest in a security and should include such security in your ownership disclosure if (a) such security is held by a member of your Immediate Family sharing the same household or (b) you have an interest in a trust holding such security. If you are a partner of a general or limited partnership holding a security, you should include your proportionate interest in such security in your ownership disclosure.
- (7) The term “**material relationship**” has not been defined by the Securities Exchange Commission. However, the Commission likely will construe as a “material relationship” any relationship which tends to prevent arm’s-length bargaining in dealing with a company, whether arising from a close business connection or family relationship, a relationship of control or otherwise. You should conclude that you have a relationship, for example, with any organization of which you own, directly or indirectly, 10% or more of the outstanding voting stock, or in which you have some other substantial interest, and with any person or organization with whom you have, or with whom any relative or spouse (or any other person or organization as to which you have any of the foregoing other relationships) has, a contractual relationship.

PART X - INSURANCE; INDEMNIFICATION

- A. Do you have knowledge or information of any contract or agreement, other than those evidenced by Cyprus law, the memorandum and articles of association of the Company, under which you are, or to your knowledge any controlling person, director or officer of the Company is, insured or indemnified in any manner against any liability which you or such person may incur in your capacity as a director or officer of the Company?

ANSWER: YES NO

If "YES," please describe such contract or arrangement:

- B. Do you have knowledge or information of any fact, circumstance, situation or transaction which may give rise to a claim under the Company's directors' and officer's' liability insurance policy?

ANSWER: YES NO

If "YES," please describe:

- C. Other than pursuant to a statutory provision or provision of the Company's charter or bylaws, do you know of any arrangement in which you are insured or indemnified in any manner against liability that you may incur in your capacity as such?

ANSWER: YES NO

If "YES," please describe:

SIGNATURE AND UNDERTAKING

I understand that this information is furnished to the Company for use in connection with the screening for compliance with Regulation 95 of the Articles of association of the Company of all candidacies to be nominated by the Company's shareholders to be eligible for appointment (re-appointment) at the Annual General Meeting of the Company and the information to be provided to NASDAQ and FINRA. I will promptly notify Mr. Philios Yiangou, the Deputy CEO of the Company, of any changes in such information which may occur subsequent hereto and prior to the date of the Annual General Meeting of the Company.

I confirm that the foregoing statements are correct to the best of my knowledge and belief.

Signature

Print Name

Date

Exhibit A

Biography

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Exhibit B

Transactions with the Company

Annex B to Board Nomination Form

DIRECTORS AND OFFICERS QUESTIONNAIRE

CONFIRMATION FORM

QIWI PLC

WHAT IS THIS?

- This is a Confirmation form to the Questionnaire for Directors and Officers which shall be nominated for re-appointment to the office of Director of QIWI plc (the “Company”) to be voted at the Annual General Meeting (“AGM”).
- This Confirmation form serves as your confirmation of the information previously provided to the Company by completing the Questionnaire for Directors and Officers (“Initial Questionnaire”) together with any updates thereto.

WHY IS THIS NECESSARY?

- The following information is requested from you in connection with the screening for compliance with Regulations 95 of the Articles of Association of the Company of all candidacies to be nominated by the Company’s shareholders to be eligible for appointment (re-appointment) at the Annual General Meeting of the Company. The information requested in the Confirmation Form is for your protection and that of the Company. Accordingly, great care should be exercised in the completion of this Confirmation Form.

INSTRUCTIONS

- Please carefully read the information and declarations listed below. If you have any doubt as to the accuracy of such information or application of such declarations, please resolve those doubts in favor of disclosure by using the lines provided under the headings “Remarks”.
- Please promptly complete, sign this Confirmation form and return it to Mr. Philios Yiangou, the Deputy CEO of the Company:

QIWI plc
Kennedy 12
Kennedy Business Centre, 2nd floor
Nicosia, 1087
Cyprus

Tel: +357 22-65-33-90
Fax: + 357 22-76-09-18
Email: corporatelawyer@qiwi.com

Date: _____

Director Name: _____

Year of Birth: _____

No. of shares in the Company: _____

No. of options on shares in the Company: _____

I hereby declare that:

- I have previously completed and returned to the Company the Initial Questionnaire together with any updates thereto and information provided to the Company therein is accurate and complete.
- I have not maintained a relationship with, been a director or executive officer of, or been employed by, QIWI plc and its subsidiaries (the "Company") other than as a member of the Board of Directors during the past three years.
- I do not own shares or options on shares of the Company, other than mentioned above.
- I am not a Family Member (i.e. spouse, child, parent, sibling, whether by blood, marriage or adoption, or anyone residing in my home) of an individual who is or, at any time during the past three years was, employed by the Company as an executive officer.
- I have not (and I do not have a Family Member who has) received any payments or personal benefits from the Company (including any consulting, compensatory or advisory fee) during the past three years, other than the cash compensation I have received as a Supervisory Board Member.
- I am not (and I do not have a Family Member who is) a partner, controlling shareholder or executive officer of, any organization to which the Company made, or from which the Company received, payments for property or services in the current or any of the past three fiscal years exceeding the greater of (i) 5% of the recipient's consolidated gross revenues and (ii) \$200,000.
- I am not (and I do not have a Family Member who is) employed as an executive officer of another entity where at any time during the past three years any of the executive officers of the Company served on the compensation committee of such other entity.
- I am not (and I do not have a Family Member who is) a partner of the Company's outside auditor (EY) nor have I been (nor do I have a Family Member who has been) a partner or employee of EY who worked on the Company's audit at any time during any of the past three years.
- There has been no transaction or loan outstanding since April 01, 2018, nor is there any presently proposed transaction or loan between the Company and me or a close member of my family or any enterprise in which I or a close member of my family own (directly or indirectly) a substantial voting interest (including any interest representing 10% or more of the voting power in such entity), or any transactions that are unusual in their nature or conditions, involving goods, services, or tangible or intangible assets, to which the Company was a party.
- The brief description of my current employment and business experience previously provided to the Company under the heading "Biography" is accurate and complete.

Remarks / Qualifications

By: _____
Name: _____
Date: _____

Additional Information¹

I hereby declare that:

- I am not the beneficial owner, directly or indirectly, of more than 10% of any class of voting equity securities of the Company. In addition, I am not an executive officer, a director who is also an employee, general partner or managing member of a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Company.
- I have not accepted directly or indirectly any consulting, advisory, or other compensatory fee from the Company other than in my capacity as a member of the Supervisory Board, the audit committee, or any other board committee.
- I have not participated in the preparation of the financial statements of the Company at any time during the past three years.
- I am able to read and understand fundamental financial statements, including a company's balance sheet, income statement and cash flow statement.²

Remarks

By: _____
Name: _____
Date: _____

¹ This information shall be taken into consideration upon your election to the office of Director of QIWI plc and further nomination to the Audit Committee under the Board of Directors.

² This expertise includes the following attributes:

- An understanding of generally accepted accounting principles and financial statements;
- The ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves;
- Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can be reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more persons engaged in such activities;
- An understanding of internal control over financial reporting; and
- An understanding of audit committee functions.