

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

**QIWI plc**

(Exact name of registrant as specified in its charter)

Cyprus  
(State or other jurisdiction  
of incorporation or organization)

Not Applicable  
(I.R.S. Employer  
Identification No.)

12-14 Kennedy Ave.  
Kennedy Business Centre, 2nd Floor, Office 203  
1087 Nicosia Cyprus  
Telephone: +357-22-653390  
(Address of Principal Executive Offices)

**2015 Employee Restricted Stock Units Plan**  
(Full title of the plan)

Law Debenture Corporate Services Inc.  
400 Madison Avenue, 4th Floor  
New York, New York 10017  
(Name and Address of Agent For Service)

Tel: +1-212-750-6474  
(Telephone Number, Including Area Code, of Agent For Service)

*Copy to:*

Pranav L. Trivedi  
Skadden, Arps, Slate, Meagher and Flom (UK) LLP  
40 Bank Street  
London E14 5DS  
United Kingdom

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Class B shares, par value EUR 0.0005 per share	4,230,053	\$12.62(2)	\$53,383,269	\$5,375.70
Total	4,230,053	—	\$53,383,269	\$5,375.70

- (1) This Registration Statement shall also cover any additional class B shares, par value EUR 0.0005 per share (“Class B Shares”) of QIWI plc (the “Registrant”), that become issuable in respect of the securities identified in the above table by reason of any share dividend, share split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of Class B Shares registered hereunder.
  - (2) Pursuant to Rule 457(h) under the Securities Act, the proposed maximum offering price of the Class B Shares being registered hereby is not known and has been determined in accordance with Rule 457(h)(1) and 457(c) based on the average high and low price of the Class B Shares on July 5, 2016.
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**PART I.**

**INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS**

All information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933 (the "Securities Act") and the Note to Part I of Form S-8.

**PART II.**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents filed with or furnished to the Securities and Exchange Commission (the "Commission") by the Registrant are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 2015;
- (b) The Registrant's Report of a Foreign Private Issuer on Form 6-K furnished to the Commission on May 18, 2016.
- (c) The description of the Registrant's ordinary shares incorporated by reference in the Registrant's registration statement on Form 8-A (File No. 001-35893) filed with the Commission on April 26, 2013.

All documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), and, to the extent designated therein, certain reports on Form 6-K the Registrant submits to the Commission after the date hereof, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that is or is deemed to be incorporated by reference herein modifies or supersedes such previous statement. Any statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The Registrant's memorandum and articles of association provide that, subject to certain limitations, the Registrant may indemnify its directors and officers against any losses or liabilities which he or she may sustain or incur in or about the execution of his or her duties including liability incurred in defending any proceedings whether civil or criminal in which judgment is given in his or her favor or in which he or she is acquitted.

The Registrant may purchase and maintain insurance in relation to any of its directors or officers against any liability asserted against the directors or officers and incurred by the directors or officers in that capacity.

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**Item 7. Exemption from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits.**

The list of exhibits is set forth under "Index of Exhibits" at the end of this registration statement and is incorporated herein by reference.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) shall not apply if the information required to be included in a post-effective amendment of this Registration Statement by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto authorized, in the city of Moscow, the Russian Federation, on this 8<sup>th</sup> day of July 2016.

QIWI plc

By: /s/ Sergey Solonin

Name: Sergey Solonin

Title: Director and Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Sergey Solonin and Alexander Karavaev, and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them singly, for him or her and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8 of QIWI plc, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting to the attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in or about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his substitutes, may lawfully do or cause to be done by virtue hereof. This power of attorney may be executed in counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities indicated and on the 8<sup>th</sup> day of July 2016.

<b>Signature</b>	<b>Title</b>
<u>/s/ Sergey Solonin</u> Name: Sergey Solonin	Director and Chief Executive Officer
<u>/s/ Alexander Karavaev</u> Name: Alexander Karavaev	Chief Financial Officer
<u>/s/ Elena Nikonova</u> Name: Elena Nikonova	Principal Accounting Officer
<u>/s/ Andrey Romanenko</u> Name: Andrey Romanenko	Member of the Board of Directors
<u>/s/ Boris Kim</u> Name: Boris Kim	Member of the Board of Directors
<u>/s/ Osama Bedier</u> Name: Osama Bedier	Member of the Board of Directors

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**Signature****Title**

/s/ Ron Kalifa

Name: Ron Kalifa

Member of the Board of Directors

/s/ Marcus Rhodes

Name: Marcus Rhodes

Member of the Board of Directors

/s/ David Birch

Name: David Birch

Member of the Board of Directors

Authorized Representative in the United States

By: /s/ Diana Arias

Name: Diana Arias

Title: Senior Manager, Law Debenture Corporate Services  
Inc.

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**INDEX OF EXHIBITS**

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
4.1	Articles of Association of QIWI plc (incorporated herein by reference to Exhibit 99.1 to QIWI plc's Report of a Foreign Private Issuer on Form 6-K, File No. 001-35893, filed on May 5, 2016)
4.2	Specimen Certificate for Class B Shares of the Registrant (incorporated herein by reference to Exhibit 4.2 to the registration statement on Form F-1 filed on March 27, 2013, as amended (File No. 333-187579))
4.3	2015 Employee Restricted Stock Units Plan*
5.1	Opinion of Antis Triantafyllides & Sons LLC regarding the validity of the class B shares being registered*
23.1	Consent of Independent Registered Public Accounting Firm*
23.2	Consent of Antis Triantafyllides & Sons LLC (included in the opinion filed as Exhibit 5.1)*
24.1	Power of Attorney (included on the signature page of this Registration Statement)*

\* Filed herewith

## ANNEX A

## THE EMPLOYEE RESTRICTED STOCK UNITS PLAN

QIWI plc

## 2015 Employee Restricted Stock Units Plan

(hereinafter referred to as the *2015 Plan* or the *Plan*)28 July 2015  
Nicosia, Cyprus**1. Certain Definitions**

The capitalized terms set forth below shall have the meaning prescribed hereunder for purposes of the 2015 Plan:

<b>The Company</b>	QIWI plc, a public company limited by shares established under the Laws of Cyprus with the registered address at: Kennedy 12, Kennedy Business Centre, 2 <sup>nd</sup> floor, P.C. 1087, Nicosia, Cyprus, registration number 193010.
<b>Beneficial Owner</b>	A Beneficial Owner of a security includes any individual 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.
<b>Change of Control</b>	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.
<b>Control</b>	<p>in relation to a corporation, partnership or other entity:</p> <p>(i) the ability to appoint or remove directors having a majority of the voting rights exercisable at meetings or in respect of resolutions of the board of such corporation, partnership or other entity; or</p> <p>(ii) the possession, directly or indirectly, of the power to direct or cause the direction of the policies of such corporation, partnership other entity, whether through the ownership or possession (other than through customary pledge arrangements) of voting securities, the right to nominate the majority of the senior executive management, by contract or otherwise</p> <p>and the expression “Controlled” shall be interpreted accordingly.</p>
<b>C&amp;B Policy</b>	means the Compensation and Benefits Policy of QIWI Group as adopted in the Company from time to time.

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<b>Expiration Date</b>	31 December, 2022.
<b>Founder</b>	means any Person that was the ultimate beneficial owner of a member of the Company 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.
<b>Person</b>	means any individual, partnership, company, legal person, unincorporated organization, trust (including the trustees in their aforesaid capacity) or other entity.
<b>Shares</b>	means class B shares, par value EUR 0.0005 each, in the Company that confers upon its holder the right to one (1) vote at a general meeting of the Company and in other respects ranking pari passu with other class B shares in the Company.
<b>Subsidiary</b>	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 adopted the 2015 Plan 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' Subsidiaries (the *QIWI Group*) an opportunity to participate in a long-term growth of the Company's value.
- 2.2 Increase investment attractiveness of the Company.
- 2.3 Provide competitive remuneration and retain key employees of QIWI Group.
- 2.4 Alignment with practice of public companies.

## 3. Terms and conditions of the 2015 Plan

- 3.1 Available Shares. Subject to the provisions of this Section 3 and to adjustment under Section 4 (Adjustment), grants of the Restricted Stock Units (the *RSU*) may be made under the Plan for up to a maximum number of Shares 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 *Pool*). Each RSU carries the right to receive one (1) Share upon satisfaction of the applicable vesting conditions.

Subject to Section 3.3, awards in the form of RSU shall reduce the available Pool by one (1) Share for each RSU granted.

Eligibility. The Chief Executive Officer of the Company (the *CEO*) shall select recipients of RSU hereunder (the *Participants*) from among all current employees, officers and contractors of the Company or its Subsidiaries (except with respect to himself) who, in the opinion of the CEO, are in a position to make a significant contribution to the success of QIWI Group. While selecting the Participants among the employees and officers of QIWI Group, the CEO shall apply including but not limited to the following criterias:

- high-level efficiency of the employee's work performance ;

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- adherence to corporate values and strategy ;
  - worth of the employee for QIWI Group's success.

Notwithstanding the above, the Board or a committee thereof shall approve the list of thirty participants of each grant selected by the CEO entitled to receive the biggest amount of RSU.

The members of the Board of Directors (the **Board**) or a committee thereof shall determine any awards of RSU to the CEO. Members of the Board are eligible to receive the RSU under the Plan subject to stockholders approval to the extent, if any, such approval is required by the applicable law or the Memorandum and Articles of Association of the Company (the **Articles**).

- 3.2 **Administration.** Either the Board or the CEO, if so resolved by the Board, acting as administrator of the Plan (the **Administrator**), shall have the authority (hereinafter – in case of the CEO with such scope of authority as delegated by the Board) to adopt, amend and repeal such administrative rules, guidelines and practices relating to the 2015 Plan as it deems advisable. The Administrator may construe and interpret the terms of the 2015 Plan and any RSU granted under the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the 2015 Plan or any RSU in the manner and to the extent it shall deem expedient to carry the 2015 Plan into effect. The Administrator may approve the amendment of any RSU in accordance with the terms of this Plan. 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 RSU provided that the decision of the Administrator shall not contradict Clause 13 of the Plan. The Administrator is restricted to grant RSU to him-/her-/themselves and any such grant of RSU shall be determined by the relevant corporate body of the Company upon the recommendation of the Compensation Committee of the Company.
- 3.3 **Forfeitures.** If any RSU granted under this Plan expires, terminates or is canceled for any reason without any Shares being delivered pursuant to an award, the number of Shares underlying such expired, terminated or cancelled RSU shall again be available for the purpose of awards under the Plan.
- 3.4 **Terms and Conditions.** The CEO shall determine the terms of all RSU, 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 RSU. By accepting an Award Agreement, the Participant agrees to the terms of the RSU 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 lock-up arrangements with respect to Shares acquired pursuant to the RSU. Terms and conditions of RSU may differ amongst different Participants and different grants of RSU.
- 3.5 **Tax Preparation.** The Company shall provide the Participants with assistance regarding the preparation of the appropriate tax return in respect of RSU granted under the Plan within two (2) years after the first vesting provided that such assistance shall not exceed EUR 100,000 per year.
- 3.6 **Vesting.** Unless otherwise provided by the Plan or decided by the Administrator the RSU shall vest in three (3) equal installments, subject to the Participant's continued employment with the Company or a Subsidiary, with one-third (1/3) of the RSU vesting on the first anniversary of the grant and an additional one-third (1/3) of the RSU vesting on the second anniversary of the grant and the last one-third (1/3) of the RSU vesting on the third anniversary of the grant. RSU, which have not become vested as of the date of termination of the Participant's employment or service shall be forfeited upon such termination.
- 3.7 **Delivery of Shares.** As the RSU vest, the Participant shall receive Shares free of all restrictions hereunder. In no event shall awards be settled (i.e., Shares received) later than 31 March of the year following the year in which the RSU vest.

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- 3.8 **No Rights as Shareholder.** Participants shall have no dividend, voting, or any other rights as a stockholder of the Company with respect to any RSU. The grant of an award of RSU pursuant to the Plan shall not be deemed the grant of a property interest in any assets of the Company. The rights of the recipient of RSU to benefits under the Plan shall be solely those of a general, unsecured creditor of the Company. The grant of RSU shall not be construed as giving a Participant the right to be retained or nominated as a director of the Company.
- 3.9 **Change in Control.** Each outstanding RSU shall become fully vested immediately upon the occurrence of a Change of Control.
- 3.10 **Expiration Date.** Each then outstanding RSU shall terminate upon the Expiration Date.

#### **4. Adjustment**

- 4.1 In the event of any stock split or combination of shares (including a reverse stock split), reorganization, recapitalization, 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 Board or Administrator in order to avoid the enlargement or dilution of rights hereunder, Administrator shall make adjustments to the maximum number Shares that may be delivered under the Plan and also make such changes in the number and kind of shares of stock, securities or other property (including cash) covered by outstanding RSUs, and the terms thereof, as the Board or Committee 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

#### **5. No assignment**

Except for any transfer of RSU pursuant to Section 10 resulting from the laws of descent and distribution, no RSU granted under this Plan 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 RSU without prior written consent of the Company provided that the Exercise of the RSU shall not be considered to be any type of disposal. The terms of an award shall be final, binding and conclusive upon any transferee permitted under this Section 5.

#### **6. Governing law**

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

#### **7. Confidentiality**

Participants shall be required, as a condition to the receipt and retention of any RSU hereunder, to keep strictly confidential the terms of such Participant's participation in this Plan 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 offering of securities or as required by law.

#### **8. 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 RSU.

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**9. Rights and obligations associated with the Shares**

Any Shares acquired pursuant to the RSU 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.

**10. Death or incapacity of the RSU holder**

If a Participant (or, in the case of a Participant that is an entity providing services to the Company which has an individual Beneficial Owner, its Beneficial Owner) dies or is determined to be incapacitated by court while employed by or providing services to the Company or any Subsidiary, the RSU may (subject to any vesting and termination provisions as set out in this Plan) 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 RSU by bequest or inheritance. If the RSU are not so exercised within the time specified herein, the RSU shall terminate.

**11. Shareholder notices**

Prior to the exercise of any RSU, 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 in respect of Shares subject to the RSU.

**12. Amendment; Term**

Notwithstanding any other provision of the Plan, the Board, in its sole and absolute discretion, may at any time or times amend or alter the Plan or any outstanding RSU and may at any time terminate or discontinue the Plan as to any future grants of RSU; provided, that, without limitation of the provisions of Section 4, the Board may not, without the Participant's consent, amend, alter or terminate the terms of an RSU or the Plan so as to affect adversely the Participants' or a Participant's existing rights under a RSU 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 the applicable law or regulation (including listing rules), as determined by the Board. The Plan shall become effective as of August 1st, 2015, subject to approval by the stockholders of the Company and shall expire on the Expiration Date (unless terminated earlier by the Board); provided that outstanding RSU granted prior to such expiration (if any) shall remain outstanding in accordance with their terms following such expiration.

**13. 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 RSU, 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.

ANTIS TRIANTAFYLIDES & SONS LLC  
ADVOCATES

CAPITAL CENTER  
9TH FLOOR  
2-4 Arch. Makarios III Avenue  
P.O.Box 21255  
1505 NICOSIA, CYPRUS  
TELEPHONE: 357 22 360000  
TELEFAX: 357 22 670670  
WEB SITE: [www.triantafyllides.com](http://www.triantafyllides.com)  
GENERAL EMAIL: [trianta@triantafyllides.com](mailto:trianta@triantafyllides.com)

OUR REF: EB27136

8th July 2016

QIWI plc  
12-14 Kennedy Ave.  
Kennedy Business Centre, 2nd Floor, Office 203  
1087 Nicosia  
Cyprus

Ladies and Gentlemen,

We have acted as Cyprus counsel to QIWI PLC (the “**Company**”) in connection with a registration statement on Form S-8 to be filed with U.S. Securities and Exchange Commission (the “**Registration Statement**”) relating to 4,230,053 class B shares of Euro 0.0005 each in the capital of the Company (the “**RSU Shares**”) issuable under the Company’s 2015 Employee Restricted Stock Units Plan (the “**RSU**”).

In addition to reviewing the Registration Statement, we have also reviewed the following documents (together with the Registration Statement, the “**Inspected Documents**”):

- (a) original certificate of incumbency issued by the secretary of the Company dated 2<sup>nd</sup> June 2016 together with the documents referred to therein;
  - (b) a certified copy of a resolution of the shareholders of the Company dated 28<sup>th</sup> July 2015 approving the RSU;
  - (c) a certified copy of a resolution of the shareholders of the Company dated 12<sup>th</sup> April 2013 relating to the disapplication of pre-emption rights; and
  - (d) a certified copy of a resolution of the Board of Directors of the Company dated 12<sup>th</sup> May 2015 approving, inter alia, to provide a recommendation of the RSU to the general meeting of shareholders of the Company approval,
  - (e) a certified copy of the Company’s register of members as of 3<sup>rd</sup> June 2016; and
  - (f) a secretary’s confirmation dated 8<sup>th</sup> July 2016 regarding the changes in the document in (a) above provided to us since 2<sup>nd</sup> June 2016.
- (such resolutions listed at (b) to (d) above together referred to as the “**Resolutions**”).

1. **Assumptions**

In giving this opinion we have assumed:

- (a) that no provision of the laws of any jurisdiction other than Cyprus affects the conclusions in this Opinion; for example, we have assumed that, in so far as any obligation is to be performed in any jurisdiction outside Cyprus its performance will not be illegal or ineffective by virtue of any law of, or contrary to public policy in, that jurisdiction;

Antis Triantafyllides & Sons LLC is a limited liability company registered in the Republic of Cyprus with registration number HE 222537  
Registered Office: CAPITAL CENTER, 9<sup>TH</sup> FLOOR, 2-4 Arch. Makarios III Avenue 1065 NICOSIA, CYPRUS

- (b) the accuracy and completeness of all factual representations made in the Inspected Documents;
- (c) that those of the Inspected Documents submitted to us as copies conform to the original documents and such original documents are authentic and complete; and
- (d) that the shareholders of the Company have waived their pre-emption rights in relation to the RSU Shares;
- (e) that there are no records or minutes of the Company which are relevant to the transaction which forms the subject of this Opinion other than the Inspected Documents.
- (f) That no resolution of the board or of the general meeting of the Company shall revoke the Resolutions prior to the issue of the RSU Shares.

2. **Opinion:**

Subject to the qualifications and considerations set out below and having regard to such other legal considerations as we deem relevant and subject to matters not disclosed to us and to matters of fact which would affect the conclusions set out below, our opinion on Cyprus law is set out below:

- 1. Upon the issue of the RSU Shares in accordance with the procedures set out in the RSU, the Company's articles of association and relevant corporate resolutions of the Company and upon payment in full of the exercise price for the RSU Shares, the RSU Shares will have been duly and validly authorized and issued and fully paid.

3. **Qualifications:**

This Opinion is subject to the following qualifications and considerations:

- (a) This Opinion is confined solely to the laws of Cyprus in force at the date of this Opinion and we have made no investigation and no opinion is expressed or implied as to the laws of any other jurisdiction.
- (b) Save as provided herein, we have not made any enquiries or investigations concerning the solvency of any of the parties.
- (c) This Opinion is subject to all limitations resulting from the laws of bankruptcy, insolvency, liquidation and other laws of general application relating to or affecting the rights of creditors.
- (d) We have assumed that all factual representations in the Registration Statement are accurate and complete. We express no view or opinion on any statements of fact made in the Registration Statement.

We hereby consent to the filing of this opinion in connection with the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Yours truly,

/s/ Antis Triantafyllides & Sons LLC

Antis Triantafyllides & Sons LLC

**Consent of Independent Registered Public Accounting Firm**

Dear Sirs,

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-00000) of QIWI plc of our report dated March 15, 2016, with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting of QIWI plc included in its Annual Report on Form 20-F for the year ended December 31, 2015, filed with the Securities and Exchange Commission.

Very truly yours,

/s/ Ernst & Young LLC

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Moscow, Russia

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