

**NOTICE**  
**Of a related-party transaction**

**Dear shareholder,**

In line with Clause 1.1 Article 81 of Federal Law No. 208-FZ dated 26/12/1995 On Joint-Stock Companies, Sberbank of Russia (hereinafter also, Sberbank, the Bank) is notifying you about the Bank's intent to enter into a Liability Insurance Agreement between the Bank and the Insurer, an insurance company (to be determined based on the results of competitive bidding), which is a related-party transaction for the Bank, on the following material terms:

**Parties to the Insurance Agreement:**

The Insured: Sberbank of Russia (Sberbank), the Insurer: insurance company (to be determined through competitive bidding).

**Subject matter of the Insurance Agreement:**

The Insurer undertakes to pay the insurance coverage (indemnification) under the Insurance Agreement to (as the case may be) the relevant Insured and/or any third party entitled to such indemnification should any of the insured events listed in the Insurance Agreement occur.

**Insurance Agreement price:**

The insurance premium shall be no more than RUB 72,000,000 (Seventy-two million rubles) for each insurance coverage period.

**Amount of coverage:**

Total for all insurance coverages and extensions other than the independent director extension: RUB 6,000,000,000 (Six billion rubles).

Independent director excess limit of liability: RUB 30,000,000 (Thirty million rubles).  
Independent directors' aggregate excess limit of liability: RUB 150,000,000 (One hundred and fifty million rubles).

**Term of the Insurance Agreement/insurance coverage period:**

1 July 2020–30 June 2021 with the ability of renewal for the next period running from 1 July 2021 to 30 June 2022 with material terms and conditions of the Insurance Agreement remaining in place.

**Insured parties:**

- 1) any Company (the Insured and/or any Subsidiary of the Insured); and/or
- 2) any Insured Person: any individual who (a) at any time prior to the insurance coverage period was; and/or (b) at the time when the insurance coverage period starts, is; and/or (c) at any time during the insurance coverage period will become:
  - a) a Director (a member of the Supervisory Board or the Board of Directors) / an Officer (including the sole executive body, a deputy of the sole executive body, a member of the collegial executive body, a senior vice-president, a vice-president, the chief accountant, etc.) / other Company Employee as stated in the Insurance Agreement; and/or
  - b) any other person indicated in the Insurance Agreement.

**Beneficiaries:**

With reference to covering the Companies' and the Insured Persons' liability for any financial losses incurred by third parties: third parties incurring such financial losses; with reference to covering any costs and expenses borne by the Companies and the Insured Persons: the Insured Companies and the Insured Persons.

**Insured interests:**

Coverage A: Material interests of the Insured person related to (1) an obligation to indemnify a financial loss sustained by a third party in relation to a legal claim; (2) the incurrence of and/or the necessity to incur any costs in relation to a legal claim.

Coverage B: Material interests of any Company related to such Company's indemnification of any losses associated with a legal claim filed against an Insured person.

Coverage C: Material interests of any Company related to (1) the obligation to indemnify financial losses sustained by a third party in relation to a securities claim; (2) the incurrence of and/or the necessity to incur any costs in relation to a securities claim.

**Insured events:**

Coverage A: (1) the onset of all of the following circumstances: the incurrence by any Insured Person of an obligation to indemnify any financial losses sustained by third parties through any wrongful act of that Insured Party and the filing of a legal claim related to such losses against that Insured Person; (2) the filing of a legal claim against an Insured Person that may result in any expenses for that Insured Party or the necessity to incur such expenses in relation to that claim.

Coverage B: any costs/expenses for any Company exclusively in relation to the indemnification by that Company of any losses to any Insured Person and/or another party in the interest of any Insured Party in association with any claim against any Insured Person and/or the liability of any Insured Person for any financial loss sustained by third parties.

Coverage C: (1) the onset of all the following circumstances: the duty of any Company to indemnify any financial loss incurred by any third parties in connection with any wrong action of the Company, and any securities claim against such Company in connection with the financial loss; (2) any securities claim against any Company which may cause the incurrence of, or the necessity to incur, any costs and expenses by such Company in connection with such a securities claim.

**Retention (for each insured event):**

Coverage A: not applicable

Coverage B: not more than RUB 15,000,000 (Fifteen million rubles)

Coverage C: not more than RUB 30,000,000 (Thirty million rubles)

**Free-of-charge detection period:** 60 (sixty) calendar days.

**Territory of insurance:** worldwide.

**Other material terms:** correspond to the Insurance Agreement.

**Persons interested in the transaction and the reason for the interest:**

- Members of the Executive Board;
- Sole executive body;
- Members of the Supervisory Board of the Bank.

The said persons are insured persons under the Insurance Agreement.

*The item on approving this related-party transaction is included in the agenda of the Annual General Meeting of Shareholders of Sberbank on 2019 performance, which is scheduled to take place on 25 September 2020.*