

**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)

Amended and Restated Employee Stock Option 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

<u>Title of securities to be registered</u>	<u>Amount to be registered ⁽¹⁾</u>	<u>Proposed maximum offering price per share</u>	<u>Proposed maximum aggregate offering price</u>	<u>Amount of registration fee</u>
Class B shares, par value EUR 0.0005 per share	1,950,702 ⁽²⁾	\$ 13.6452 ⁽²⁾	\$ 26,617,719	\$ 3,631
Class B shares, par value EUR 0.0005 per share	1,689,298 ⁽²⁾	\$ 31.6425 ⁽³⁾	\$ 53,453,612	\$ 7,291
Total	3,640,000	-	\$ 80,071,331	\$ 10,922

- (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) The amount to be registered represents shares issuable upon exercise of outstanding options granted under the Amended and Restated Employee Stock Option Plan and the corresponding proposed maximum offering price per share represents the exercise price of such outstanding options.
 - (3) 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 August 23, 2013.
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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 prospectus dated May 2, 2013 filed with the Commission on May 3, 2013 pursuant to Rule 424(b)(4) under the Securities Act;
- (b) The Registrant's Report of a Foreign Private Issuer on Form 6-K furnished to the Commission on June 4, 2013;
- (c) The Registrant's Report of a Foreign Private Issuer on Form 6-K furnished to the Commission on August 27, 2013; and
- (d) 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.

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.

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, the 30th day of August 2013.

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 30th day of August 2013.

Signature	Title
<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/ Alla Tsikh</u> Name: Alla Tsikh	Principal Accounting Officer

/s/ Andrey Romanenko Member of the Board of Directors
Name: Andrey Romanenko

/s/ Boris Kim Member of the Board of Directors
Name: Boris Kim

/s/ Igor Mikhailov Member of the Board of Directors
Name: Igor Mikhailov

/s/ Dmitry Pleskonos Member of the Board of Directors
Name: Dmitry Pleskonos

/s/ Nilesh Lakhani Member of the Board of Directors
Name: Nilesh Lakhani

Authorized Representative in the United States

By: /s/ Diana Arias
Name: Diana Arias
Title: Senior Manager Law Debenture Corporation Services Inc.

INDEX OF EXHIBITS

Exhibit Number	Description
4.1	Articles of Association of QIWI plc (incorporated herein by reference to Exhibit 3.1 to the registration statement on Form F-1, as amended (File No. 333-187579))
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, as amended (File No. 333-187579))
4.3	Amended and Restated Employee Stock Option 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)

**Amended and restated
Employee Stock Option Plan
of QIWI plc**

QIWI plc

Employee Stock Option Plan (hereinafter referred to as “the ESOP”)

1. Certain Definitions. The capitalized terms set forth below shall have the meaning prescribed hereunder for purposes of the Plan.

The Company	QIWI plc (formerly known as QIWI Limited), 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
Affiliate	Affiliate shall mean any Person that, with respect to a specified Person, directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the specified Person.
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.
Control	in relation to a corporation, partnership or other entity: <ul style="list-style-type: none">(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(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 and the expression “Controlled” shall be interpreted accordingly.
Shares	Shares means ordinary shares of the Company (or other respective class of shares (expected to be Class B 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).
IPO	The consummation of an underwritten initial public offering pursuant to a registration statement declared effective under the United States Securities Act of 1933, as amended, covering the offer and sale of equity interests of the Company to the public generally
Exercise Notice	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 certain number of options and that contains the following information: <ul style="list-style-type: none">- Date;- Number of options to be exercised;- Indication whether the options are intended to be exercised in cash or by way of a Cashless Exercise.

Change of Control A transaction or series of related transactions as a result of which the shareholders of the Company existing as of the date of this ESOP, 2012 cease to Beneficially Own more than 50% of or the combined voting power of the Company's then outstanding securities; or

Expiration Date (i) if an IPO or Change of Control occurs on or prior to 31 December 2015, the date of 31 December 2017;
or if an IPO or Change of Control does not occur on or prior to 31 December 2015, the earlier of (1) the date of 31 December 2022 or (2) the date which is 720 days following the date of the IPO or the Change of Control, whichever happens earlier;
Notwithstanding the foregoing, the Board or Committee may select a different Expiration Date for Options issued hereunder, not more than ten (10) years from the date of grant of such Options.

2. Objectives

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

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 a long-term growth of the Company's value.

Motivate management towards efficient performance focused on the preparation of the Company for an IPO.

Increase investment attractiveness of the Company.

Provide competitive remuneration and retain key employees of the Company and its Affiliates.

Alignment with practice of public companies.

3. Major terms and conditions of the ESOP

Eligibility. The Chief Executive Officer of the Company (the "CEO") shall select recipients of Options hereunder ("Participants") from among those key employees and service providers of the Company or its Affiliates who, in the opinion of the CEO, as applicable, are in a position to make a significant contribution to the success of the Company and its Affiliates.

Administration. Either the Board of Directors of the Company (the "Board"), or a committee thereof (the "Committee") if expressly so permitted by the Board, acting as 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 Board or Committee may construe and interpret the terms of the Plan and any Options granted under the Plan. The Board or Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Option in the manner and to the extent it shall deem expedient to carry the Plan into effect. Either the Board or the Committee, may approve the amendment of any Option in accordance with the terms of this Plan. All decisions by the Board or Committee 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 Option provided that the decision of the Board shall not contradict Clause 14 of the ESOP.

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 ("Exercise Price").

Available Shares. A maximum of 3,640,000 (three million and six hundred and forty thousand) Shares being 7% of the issued share capital of the Company are reserved for issuance under Options granted under the Plan of which 1,423,222 (2.7%) Shares are reserved for issuance after IPO occurs. 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.

Exercise Price. The Board or Committee shall determine the Exercise Price applicable to the Options granted under the Plan. Following the consummation of an IPO, the Exercise Price shall not be less than the average closing price per-Share of the Shares on the principal exchange on which such Shares are then traded for the ten business days immediately preceding the grant date. The Exercise Price of the Options granted prior to the IPO shall equal US\$13.6452 per Share.

Terms and Conditions. The Board or Committee shall determine the terms of all Options, 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 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 arrangements with respect to Shares acquired pursuant to the Option. Terms and conditions of Options may differ amongst different Participants and different grants of Options.

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 within two (2) years after the first grant provided that such assistance shall not exceed EUR 100,000 per year.

Vesting. Vesting of Options shall be governed by the Award Agreement with each Participant unless otherwise determined by the Board or Committee, provided that in respect of the Options granted prior IPO no Options shall vest in respect of more than 0.69% of Shares on 31 October 2012; no Options shall vest in respect of more than 2.23% of Shares on 01 January 2014; no Options shall vest in respect of more than 3.66% of Shares on 01 January 2015; and no Options shall vest in respect of more than 4.44% of Shares on 01 January 2016. Options which have not become vested as of the date of termination of the Participant's employment or service shall be forfeited upon such termination. Option holders shall have ninety (90) days following termination of employment or service to exercise vested Options.

Change in Control. Each outstanding Option shall become fully vested immediately upon the occurrence of a Change in Control.

Expiration Date. Each then outstanding Option shall terminate upon the Expiration Date with respect 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 date of grant of such Option.

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 Board or Committee in order to avoid the enlargement or dilution of rights hereunder, the Board or Committee 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 Board or Committee determines to be appropriate provided that the decision of the Board shall not contradict Clause 14. References in the Plan to Shares shall be construed to include any stock or securities resulting from an adjustment pursuant to this Section.

5. Non-Transferability; Lock-up

Any Shares held by Participants that were acquired by way of the exercise of the Options granted under this ESOP may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner, nor shall any Participant enter into any derivative agreement or other similar hedging arrangement relating to any Options or any Shares held by Participants that were acquired by way of the exercise of the Options granted under this ESOP unless the Net Income Target described in Section 5.2 has been attained.

The Net Income Target will be attained when the Board or Committee determines that the Company has achieved \$170 million in net income (measured in accordance with management reporting practices adopted by the Company) during the 12 month period immediately preceding the applicable measurement date. The Board will determine at the end of each fiscal quarter following the adoption of this Plan whether such Net Income Target has been attained.

The transfer restriction applicable to Shares based on attainment of the Net Income Target will cease to apply upon the occurrence of termination of the Participant's employment or service with the Company and its Affiliates.

In addition to the lock-up provisions as set out in Clause 5.1, it shall be a condition to the grant of each Option hereunder that the Participant unconditionally agree to comply with such lock-up arrangements that may be required by underwriters or the Company in connection with the IPO, which restrictions may continue to apply following the termination of the Participant's employment or service.

6. Exercise, allotment and cashless exercise

Any Exercise Notice shall be provided by the Participant or the Beneficial Owner by mail, fax or e-mail to the chief legal counsel of the Company or to any other officer of the Company as may be decided by the Board, accompanied by payment of the applicable Exercise Price and any required tax payments, in each case in such currency as the Board may require.

The Company shall allot to the Participant the Shares subject to the Exercise Notice within 10 (ten) business days following the date of submission of the Exercise Notice and payment of the Exercise Price to the Company.

The Company may also permit Participants to exercise Options hereunder pursuant to a cashless exercise program, either using a broker-assisted cashless exercise program or permitting the Participant to effect a net exercise with the Company. In the event that a Participant desires to exercise Options using a net-exercise or similar permitted method of exercise at a time when the Shares are not publicly-traded on a recognized securities exchange, the Board or Committee shall determine in good faith the value of the Shares for purposes of such exercise, and may use a third-party valuation and/or such other method of determining value as it deems appropriate provided that the Participant may only receive the Shares as a result of the Exercise.

The Company shall within 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 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 the Options shall not be considered to be any type of disposal.

8. Governing law

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

9. 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 IPO or as required by law.

10. 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).

11. 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 Memorandum and Articles of Association of the Company or otherwise contained in any shareholders' agreements relating to the Company existing from time to time.

12. 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 Company or any Affiliate, 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.

13. 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.

14. Amendment; Term

The Board, 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 Board 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 Board. The Plan shall become effective as of 31 October, 2012 and shall expire on the tenth anniversary thereof (unless terminated earlier by the Board); provided that outstanding Options granted prior to such expiration (if any) shall remain outstanding in accordance with their terms following such expiration.

15. 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.

ANTIS TRIANTAFYLIDIS & 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
GENERAL EMAIL: trianta@triantafyllides.com

OUR REF: OA27136

30 August 2013

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 3,640,000 Class B shares of Euro 0.0005 each in the capital of the Company (the “**Option Shares**”) issuable under the Company’s amended and restated employee Stock option plan (the “**ESOP**”).

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

- (a) a certificate of incumbency issued by the secretary of the Company dated 30 August 2013 together with the documents referred to therein;
- (b) a certified copy of a resolution of the shareholders of the Company dated 31 October 2012 approving the ESOP;
- (c) a certified copy of a resolution of the shareholders of the Company dated 31 October 2012 approving the list of participants of the ESOP;
- (d) a certified copy of a resolution a resolution of the Board of Directors of the Company dated 31 October 2012 approving the list of participants of the ESOP;
- (e) a certified copy of a resolution of the shareholders of the Company dated 31 January 2013 approving the amendments of the ESOP;
- (f) a certified copy of a resolution of the shareholders of the Company dated 12 April 2013 relating to the disapplication of pre-emption rights; and
- (g) a certified copy of a resolution of the Board of Directors of the Company dated 31 July 2013 approving the further amendment of the ESOP

(such resolutions listed at (b) to (g) 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;
- (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;

- (d) that the shareholders of the Company have waived their pre-emption rights in relation to the Option 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; and
- (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 Option 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 Option Shares and upon payment in full of the exercise price for the Option Shares, the Option 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,

Antis Triantafyllides & Sons LLC

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 18, 2013, which appears in the Registration Statement on Form F-1 and related Prospectus of Qiwi plc for the registration of its Class B ordinary shares, dated May 2, 2013.

Ernst & Young LLC

August 30, 2013