This English language version of the Final Terms is legally binding and prevailing. The German language translation of the Final Terms is not legally binding.

**09.01.2024**

**Final Terms**

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET ELIGIBLE COUNTERPARTIES, PROFESSIONAL INVESTORS AND RETAIL INVESTORS**

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"), and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

**ERSTE Nachrang Fix-to-Float Anleihe 24-34** (the "**Notes**")

issued pursuant to the

**Debt Issuance Programme**

of

**Erste Group Bank AG**

Initial Issue Price: 100.00 per cent. plus the issue charge mentioned in Part B.

Issue Date: 06.02.2024[1]

Series No.: 1888

Tranche No.: 1

1 The Issue Date is the date of issue and payment of the Notes. In the case of free delivery, the Issue Date is the delivery date.

## IMPORTANT NOTICE

These Final Terms have been prepared for the purpose of Article 8 of the Regulation (EU) 2017/1129, as amended and must be read in conjunction with the base prospectus (consisting of (i) the securities note dated 28 August 2023 and its supplement(s) (if any) and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 7 June 2023, and its supplement(s) (if any)) (the "**Prospectus**") pertaining to the Debt Issuance Programme (the "**Programme**"). The Prospectus and any supplements thereto are available for viewing in electronic form on the Issuer's website ("www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen"). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. A summary of this issue is annexed to these Final Terms.

**Warning:** The Prospectus dated 28 August 2023 is expected to be valid until 29 August 2024. Thereafter the Issuer intends to publish an updated and approved Prospectus on the Issuer's website ("www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen") and from that point in time, the Final Terms must be read in conjunction with the new Prospectus.

## PART A. - TERMS AND CONDITIONS

## I. ESSENTIAL INFORMATION RELATING TO THE PRODUCT

### Product (Option)

The Notes are Notes which commence with a fixed interest rate which is superseded by a floating interest rate - Option III.

## II. CONDITIONS

The Conditions applicable to the Notes (the **"Conditions"**) are set out below:

### § 1
### CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency*, *Denomination*. This tranche (the "**Tranche**") of subordinated notes is being issued by Erste Group Bank AG (the "**Issuer**") in Euro (EUR) (the "**Specified Currency**") in the aggregate principal amount of up to EUR 150,000,000 (in words: one hundred and fifty million) in the denomination of EUR 50,000 (the "**Specified Denomination**") each (the "**Notes**" and each a "**Note**").

(2) *Form*. The Notes are being issued in bearer form.

(3) *Digital Global Note*. The Notes are represented by a digital global note (the "**Global Note**") pursuant to §§ 1 (4) and 24 lit e of the Austrian Securities Depositary Act, as amended, which has been created by an electronic data record at a central securities depository on the basis of the information electronically communicated by the Issuer to the central securities depository.

(4) *Clearing System*. The Global Note shall be kept in custody by or on behalf of a Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means OeKB CSD GmbH, Strauchgasse 1-3, 1010 Vienna, Austria and any successor in such capacity.

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other comparable right in the Global Note which may be transferred to a new Holder in accordance with the provisions of the Clearing System.

*(6) Certain Definitions.*

**"Applicable Supervisory Regulations"** means, at any time, any requirements under laws and any regulations, requirements, standards, guidelines, policies or other rules thereunder applicable from time to time (including, but not limited to, the guidelines and decisions of the European Banking Authority, the European Central Bank, the Competent Authority, the Single Resolution Board and/or the Resolution Authority, the administrative practice of any such authority, any applicable decision of a court and any applicable transitional provisions) relating to prudential requirements and/or resolution and applicable to the Issuer, on an individual and/or (sub-) consolidated basis, as the case may be, from time to time, including but not limited to the provisions of the BWG, the BaSAG, the IO, the BRRD, the SRM Regulation, the CRD, the CRR and the SSM Regulation, or such other law, regulation or directive as may come into effect in place thereof, as applicable to the Issuer on an individual and/or (sub-) consolidated basis, as the case may be, at the relevant time.

**"BaSAG"** means the Austrian Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz), as amended or replaced from time to time, and any references to relevant provisions of the BaSAG in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"BRRD"** means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 (Bank Recovery and Resolution Directive), as implemented in the Republic of Austria and as amended or replaced from time to time, and any references to relevant provisions of the BRRD in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"BWG"** means the Austrian Banking Act (Bankwesengesetz), as amended or replaced from time to time, and any references to relevant provisions of the BWG in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"Competent Authority"** means the competent authority pursuant to Article 4(1)(40) CRR and/or Article 9(1)

SSM Regulation, in each case, which is responsible to supervise the Issuer on an individual basis and/or (sub-) consolidated basis.

**"CRD"** means the Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 (Capital Requirements Directive), as amended or replaced from time to time, and any references to relevant provisions of the CRD in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"CRR"** means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 (Capital Requirements Regulation), as amended or replaced from time to time, and any references to relevant provisions of the CRR in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"IO"** means the Austrian Insolvency Act (Insolvenzordnung), as amended or replaced from time to time, and any references to relevant provisions of the IO in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

"**MREL Requirement**" means the minimum requirements for eligible liabilities (MREL) which are or, as the case may be, will be, applicable to the Issuer and/or the Issuer's MREL Group in accordance with

(i) Article 45 of the BRRD, as amended, and any applicable national law implementing the BRRD, as amended; or

(ii) Article 12 of the Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, as amended,

where "**Issuer's MREL Group**" means the Issuer and its subsidiaries which have to comply with the MREL Requirement on a group basis.

**"Resolution Authority"** means the authority pursuant to Article 4(1)(130) CRR.

**"SRM Regulation"** means the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 (Single Resolution Mechanism Regulation), as amended or replaced from time to time, and any references to relevant provisions of the SRM Regulation in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"SSM Regulation"** means the Council Regulation (EU) No 1024/2013 of 15 October 2013 (Single Supervisory Mechanism Regulation), as amended or replaced from time to time, and any references to relevant provisions of the SSM Regulation in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

**"Terms and Conditions"** means these terms and conditions of the Notes.

**"United States"** means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

## § 2
## STATUS

(1) *Status.* The Notes constitute direct, unsecured and subordinated obligations of the Issuer and are intended to qualify as Tier 2 Instruments of the Issuer. In the event of insolvency proceedings (*Konkursverfahren*) or the liquidation of the Issuer, the obligations of the Issuer under the Notes:

(a) rank *pari passu* (i) among themselves; and (ii) with all other present or future claims from Tier 2 Instruments and other subordinated instruments or obligations of the Issuer (other than subordinated instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Notes);

(b) rank senior to all present or future obligations under (i) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; (ii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; and (iii) all other subordinated instruments or obligations of the Issuer ranking or expressed to rank junior to the Notes; and

(c) will be fully subordinated to the Issuer's Senior Ranking Obligations, so that in any such event no amounts will be payable in respect of the Notes until the Issuer's Senior Ranking Obligations have been satisfied in full.

Where:

"**Issuer's Senior Ranking Obligations**" means (i) all unsecured and unsubordinated obligations of the Issuer; (ii) all eligible liabilities instruments of the Issuer pursuant to Article 72b CRR; (iii) instruments or

obligations of the Issuer that do not result from own funds items of the Issuer; and (iv) any other subordinated obligations of the Issuer which, in accordance with their terms or pursuant to mandatory provisions of law, rank or are expressed to rank senior to the obligations of the Issuer under the Notes at the relevant time.

"**Tier 2 Instruments**" means any (directly or indirectly issued) capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR.

(2) *No Set-off/Netting, No Security/Guarantee and No Enhancement of Seniority.* The Notes are not subject to any set off arrangements or netting rights that would undermine their capacity to absorb losses in resolution.

The Notes are neither secured, nor subject to any guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

(3) *Subsequent Modifications of the Ranking and the Term as well as any Notice Periods.* No subsequent agreement may modify the ranking of the Notes or shorten the term of the Notes or any applicable notice period.

(4) *Note on the possibility of statutory resolution measures.* Prior to any insolvency proceedings (*Konkursverfahren*) or liquidation of the Issuer, under the Applicable Supervisory Regulations, the competent Resolution Authority may write down (including to zero) the obligations of the Issuer under the Notes, convert them into shares or other instruments of ownership of the Issuer,in each case in whole or in part, or apply any other resolution measure, including (but not limited to) any deferral of the obligations, any transfer of the obligations to another entity, an amendment of the Terms and Conditions or a cancellation of the Notes.

## § 3
## INTEREST

(1) *Fixed Interest.*

(a) *Fixed Rate of Interest and Fixed Interest Payment Dates*. The Notes shall bear interest on their outstanding aggregate principal amount at the rate of 5.50 per cent. *per annum* (the "**First Rate of Interest**") from, and including, 06.02.2024 (the "**Interest Commencement Date**") to, but excluding, 06.02.2026 (the "**Interest Rate Change Date"**) (the "**First Period**"). Interest shall be payable annually in arrear on 06.02. in each year (each such date, a "**Fixed Interest Payment Date**"), commencing on 06.02.2025 and ending on 06.02.2026. Fixed Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 (3).

"**Fixed Interest Period**" means the period from and including the Interest Commencement Date to but excluding the first Fixed Interest Payment Date and each successive period from and including a Fixed Interest Payment Date to but excluding the following Fixed Interest Payment Date.

(b) *Calculation of Interest Amount*. If the amount of interest payable under the Notes is required to be calculated for any period of time in the First Period such amount of interest shall be calculated by applying the First Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Fixed Day Count Fraction (as defined below), and rounding the resultant figure to the nearest sub-unit of the Specified Currency, half of such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention.

(c) *Fixed Day Count Fraction*. "**Fixed Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

the number of days in the Calculation Period divided by 360, calculated in accordance with the following formula:

$$DCF = \frac{\left[360 \times \left(Y_2 - Y_1\right)\right] + \left[30 \times \left(M_2 - M_1\right)\right] + \left(D_2 - D_1\right)}{360}$$

Where:

"**DCF**" means Day Count Fraction;

"$\mathbf{Y_1}$"is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day included in the Calculation Period

falls;

"**$M_2$**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**$D_1$**" is the first calendar day, expressed as a number, of the Calculation Period, unless that number would be 31, in which case D1 will be 30; and

"**$D_2$**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless that number would be 31 and $D_1$ is greater than 29, in which case $D_2$ will be 30.

(2) *Variable Interest.*

(a) *Variable Interest Payment Dates*.

The Notes shall bear interest on their outstanding aggregate principal amount at the Variable Rate of Interest (as defined below) from, and including, the Interest Rate Change Date to, but excluding, the Maturity Date (as defined in § 5 (1)) (the "**Second Period**"). In the Second Period interest on the Notes shall be payable in arrear on each Variable Interest Payment Date. "**Variable Interest Payment Date**" means each 06.02., commencing on 06.02.2027.

Variable Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 (4).

(b) *Variable Rate of Interest.* The variable rate of interest (the "**Variable Rate of Interest**") for each Variable Interest Period (as defined below) shall be the 10-Year-EUR-CMS *per annum* (the "**Reference Rate**"). Such Reference Rate shall be the swap rate (expressed as a percentage rate *per annum*) for swap transactions in the Specified Currency with a term of 10 years which appears on the Screen Page (as defined below) as of 11:00 a.m. (Frankfurt time) on the Determination Day (as defined below), all as determined by the Calculation Agent (as specified in § 6 (1)).

"**Variable Interest Period**" means each period from, and including, the Interest Rate Change Date to, but excluding, the first Variable Interest Payment Date and from, and including, each Variable Interest Payment Date to, but excluding, the following Variable Interest Payment Date.

**"Determination Day"** means the second Business Day (as defined in § 4 (5)) prior to the commencement of the relevant Variable Interest Period.

"**Screen Page**" means Reuters ICESWAP2 or the successor page displayed by the same information provider or any other information provider nominated by the Calculation Agent as the replacement information provider for the purposes of displaying the Reference Rate.

If the Reference Rate does not appear on the Screen Page as at such time on the relevant Determination Day, but no Effective Date of a Benchmark Event has occurred, the Reference Rate on the Determination Day shall be equal to the Reference Rate on the Screen Page on the last day preceding the Determination Day on which such Reference Rate was displayed on the Screen Page.

(c) *New Benchmark Rate.*

(i) *Benchmark Event*. In the event of a Benchmark Event (as defined below),

(A) the Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Determination Day, use reasonable endeavours to appoint an Independent Advisor (as defined below) that shall determine in its reasonable discretion (in consultation with the Calculation Agent) a New Benchmark Rate (as defined below) which shall replace the 10-Jahres-EUR-CMS (the "**Original Benchmark Rate**") affected by the Benchmark Event, the Adjustment Spread (in accordance with § 3 (2)(c)(ii) below) and the Benchmark Amendments (in accordance with § 3 (2)(c)(iii) below) (if required); or

(B) if, prior to the 10th Business Day prior to the Effective Date (as defined below), no Independent Advisor is or can be appointed by the Issuer or if an Independent Advisor is appointed by the Issuer, but has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined the Benchmark Amendments (if required), then the Issuer shall determine in its reasonable discretion (in consultation with the Calculation Agent) a New Benchmark Rate which shall replace the Original Benchmark Rate affected by the Benchmark Event, the Adjustment Spread and the Benchmark Amendments (if required).

Any New Benchmark Rate, the Adjustment Spread and any Benchmark Amendments shall apply from

(and including) the Determination Day selected by the Independent Advisor (in the case of (A) above) or the Issuer (in the case of (B) above) in its reasonable discretion, which shall fall no earlier than the Determination Day falling on or, if it is not a Determination Day, the Determination Day immediately following the date on which the Benchmark Event becomes effective (the "**Effective Date**").

Notwithstanding the generality of the foregoing, and without prejudice to the definitions of Adjustment Spread, New Benchmark Rate, Substitute Benchmark Rate and Alternative Benchmark Rate below, the Independent Advisor (in the case of (A) above) or the Issuer (in the case of (B) above) shall, when making any determination in accordance with this § 3 (2)(c), take into consideration any Official Substitution Concept, any Industry Solution or any Generally Accepted Market Practice.

(ii) *Adjustment Spread*. The Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) shall determine in its reasonable discretion the Adjustment Spread (as defined below), and such Adjustment Spread shall be applied to the New Benchmark Rate.

(iii) *Benchmark Amendments*. If the Independent Advisor (in the case of § 3 (2)(i)(A) above) or the Issuer (in the case of § 3 (2)(i)(B) above) determines in its reasonable discretion a New Benchmark Rate, the Issuer shall also be entitled to make, in its reasonable discretion, such adjustments to the Terms and Conditions relating to the determination of the Original Benchmark Rate (including, without limitation, the Determination Day, the Day Count Fraction, the Business Days, the Business Day Convention, the relevant time and the relevant Screen Page for obtaining the New Benchmark Rate and the fall back provisions in the event that the relevant Screen Page is not available) which in the opinion of the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) are necessary or expedient to make the substitution of the Original Benchmark Rate by the New Benchmark Rate operative (such amendments, the "**Benchmark Amendments**").

(iv) *Definitions*.

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) determines in its reasonable discretion is required to be applied to the relevant New Benchmark Rate which:

(a) is formally recommended in relation to the replacement of the Original Benchmark Rate with the New Benchmark Rate by any Official Substitution Concept or, failing which, any Industry Solution or, if there is more than one such formal recommendation, such recommendation as selected by the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) in its reasonable discretion; or

(b) if no such recommendation has been made, which the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) determines in its reasonable discretion is otherwise recognised or acknowledged as being the industry standard for over-the-counter derivative transactions or customarily applied or is market practice to apply in the international debt capital markets for other bonds which in either case reference the Original Benchmark Rate, where such rate has been replaced by the New Benchmark Rate (or, alternatively, in the international swap markets); or

(c) if the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) determines that also no such other industry standard is recognised or acknowledged, the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) determines in its reasonable discretion to be appropriate.

"**Alternative Benchmark Rate**" means an alternative benchmark or screen rate which is customarily applied in the international debt capital markets (or, alternatively, the international swap markets) for the purposes of determining reset rates of interest (or the relevant component part thereof) in the Specified Currency, provided that all determinations will be made by the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above).

A "**Benchmark Event**" occurs if:

(1) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or

(2) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or

(3) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the supervisor of the Original Benchmark Rate administrator; or

(4) it has become, for any reason, unlawful under any law or regulation applicable to the Principal Paying Agent, any Paying Agent, the Calculation Agent, the Issuer or any other party to use the Original Benchmark Rate; or

(5) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the competent authority or the administrator; or

(6) a material change is made to the Original Benchmark Rate methodology.

"**Generally Accepted Market Practice**" means the customary use of a certain benchmark rate, subject to certain adjustments (if any), as substitute benchmark rate for the Original Benchmark Rate or of provisions, contractual or otherwise, providing for a certain procedure to determine payment obligations which would otherwise have been determined by reference to the Original Benchmark Rate in other bond issues following the occurrence of a Benchmark Event, or any other generally accepted market practice to replace the Original Benchmark Rate as reference rate for the determination of payment obligations.

"**Independent Advisor**" means an independent financial institution of international repute or other independent financial advisor experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense.

"**Industry Solution**" means any public statement by the International Swaps and Derivatives Association (ISDA), the International Capital Markets Association (ICMA), the Association for Financial Markets in Europe (AFME), the Securities Industry and Financial Markets Association (SIFMA), the SIFMA Asset Management Group (SIFMA AMG), the Loan Markets Association (LMA), the Deutsche Derivate Verband (DDV), the Zertifikate Forum Austria or any other private association of the financial industry pursuant to which a certain reference rate, subject to certain adjustments (if any), should or could be used to replace the Original Benchmark Rate or pursuant to which a certain procedure should or could be used in order to determine payment obligations which would otherwise be determined by reference to the Original Benchmark Rate.

"**New Benchmark Rate**" means any substitute or alternative replacement rate (expressed as a percentage rate per annum) to the Original Benchmark Rate determined by the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) in its reasonable discretion as follows:

(A) If a Substitute Benchmark Rate exists, then such Substitute Benchmark Rate shall constitute the New Benchmark Rate.

(B) If no Substitute Benchmark Rate exists but there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall subsequently be the New Benchmark Rate.

"**Official Substitution Concept**" means any binding or non-binding public statement by (A) the EU Commission or any EU Member State taking into account, where available, the recommendation by an alternative reference rate working group operating under the auspices of the central bank responsible for the currency in which the interest rates of the replacement benchmark are denominated or (B) any of the following entities provided that they are competent to make such statement: a central bank, a supervisory authority or a supervisory or expert body of the financial sector established under public law or composed of publicly appointed members, pursuant to which a certain benchmark rate, subject to certain adjustments (if any), should or could be used to replace the Original Benchmark Rate or pursuant to which a certain procedure should or could be used in order to determine payment obligations which would otherwise be determined by reference to the Original Benchmark Rate.

"**Substitute Benchmark Rate**" means any substitute replacement rate to the Original Benchmark Rate (expressed as a percentage rate per annum) (i) nominated by the EU Commission or any EU Member State taking into account, where available, the recommendation by an alternative reference rate working group operating under the auspices of the central bank responsible for the currency in which the interest rates of the replacement benchmark are denominated; or (ii) nominated by any of the following entities provided that they are competent to make such nominations: a central bank, a supervisory authority or any supervisory or expert body of the financial sector established under public law or composed of publicly appointed members including any working group or committee chaired or co-chaired by or constituted at the request of the central bank or other supervisory authority for being used for determining the interest scheduled to be paid under the Notes determined by the Independent Advisor (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) in its reasonable discretion.

(v) If, prior to the 10th Business Day prior to the relevant Determination Day,

(i) the Issuer has not appointed an Independent Advisor; or

(ii) the Independent Advisor appointed by it (in the case of § 3 (2)(c)(i)(A) above) or the Issuer (in the case of § 3 (2)(c)(i)(B) above) has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined the Benchmark Amendments (if required) in accordance with this § 3 (2)(c), the Reference Rate applicable to the next Variable Interest Period shall be equal to the Reference Rate determined on the last preceding Determination Day.

For the avoidance of doubt, the operation of this clause (v) shall apply to the Effective Date and the corresponding Variable Interest Period only. Any subsequent Determination Day and Variable Interest Period shall be subject to the subsequent operation of, and to adjustment as provided in, this § 3 (2)(c).

(vi) Following the occurrence of a Benchmark Event, the Issuer will give notice of the occurrence of the Benchmark Event, the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if required) to the Calculation Agent, to the Holders in accordance with § 11 and, if required by the rules of any stock exchange on which the Notes are from time to time listed at the initiative of the Issuer, to such stock exchange as soon as possible but in no event later than on the 10th Business Day prior to the Effective Date.

(vii) Notwithstanding the provisions of this § 3 (2)(c), no New Benchmark Rate, no Adjustment Spread and/or no Benchmark Amendments, if any, will be adopted, nor will any other amendment to the Terms and Conditions be made to effect the same, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to entitle the Issuer to redeem the Notes for regulatory reasons pursuant to § 5 (3) and/or would prejudice the qualification of the Notes as Tier 2 Instruments and/or of the Notes as eligible liabilities or loss absorbing capacity instruments for the purposes of the bank resolution laws applicable to the Issuer from time to time.

If this § 3 (2)(c)(vii) were to be applied on the first Determination Day prior to the commencement of the first Variable Interest Period, the Reference Rate applicable to the first and each subsequent Variable Interest Period shall be equal to the Original Benchmark Rate on the Screen Page on the last day preceding the first Determination Day on which such Original Benchmark Rate was displayed.

If this § 3 (2)(c)(vii) were to be applied on an Determination Day falling after the commencement of any Variable Interest Period, the Reference Rate applicable to the next and each subsequent Variable Interest Period shall be equal to the Reference Rate determined on the last preceding Determination Day.

(viii) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3 shall apply mutatis mutandis to the replacement of such New Benchmark Rate by any new New Benchmark Rate. In this case, any reference in this § 3 to the term Original Benchmark Rate shall be deemed to be a reference to the New Benchmark Rate that last applied.

(ix) Any reference in this § 3 (2)(c) to the term Original Benchmark Rate shall be deemed to include a reference to any component part thereof, if any, in respect of which a Benchmark Event has occurred.

(x) For the avoidance of doubt, this § 3 (2)(c) shall not only apply in the case of a Reference Rate, but also

in the case of a Reference Interest Rate.

(d) *Minimum and Maximum Rate of Interest*.

If the Variable Rate of Interest in respect of any Variable Interest Period determined in accordance with the above provisions is less than 3.75 per cent. *per annum*, the Variable Rate of Interest for such Variable Interest Period shall be 3.75 per cent. *per annum.*

If the Variable Rate of Interest in respect of any Variable Interest Period determined in accordance with the above provisions is greater than 5.50 per cent. *per annum*, the Variable Rate of Interest for such Variable Interest Period shall be 5.50 per cent. *per annum.*

(e) *Calculation of Variable Interest Amount*. The Calculation Agent will calculate the amount of interest payable under the Notes in respect of the Specified Denomination for the relevant Variable Interest Period (the "**Variable Interest Amount**"). The Variable Interest Amount shall be calculated by applying the Variable Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Variable Day Count Fraction (as defined below) and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency, with half of such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Each Variable Interest Amount so calculated may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Variable Interest Period.

(f) *Notification of Variable Rate of Interest*. The Calculation Agent will cause the Variable Interest Period and the Variable Rate of Interest for the relevant Variable Interest Period to be notified to the Issuer, any stock exchange on which the Notes are from time to time listed at the initiative of the Issuer (if required by the rules of such stock exchange) and to the Holders in accordance with § 11 as soon as possible after their determination.

(g) *Determinations Binding*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agentor, as the case may be, any Independent Advisor or the Issuer, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents and the Holders and, in the absence of the aforesaid, no liability to the Issuer, the Paying Agents or the Holders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) *Variable Day Count Fraction*. "**Variable Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Variable Calculation Period**"):

the number of days in the Calculation Period divided by 360, calculated in accordance with the following formula:

$$\mathrm{DCF} = \frac{\left[360 \times \left(Y_2 - Y_1\right)\right] + \left[30 \times \left(M_2 - M_1\right)\right] + \left(D_2 - D_1\right)}{360}$$

Where:

"**DCF**" means Day Count Fraction;

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Variable Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Variable Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day included in the Variable Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Variable Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Variable Calculation Period, unless that number would be 31, in which case $D_1$ will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Variable Calculation Period, unless that number would be 31 and $D_1$ is greater than 29, in which case $D_2$ will be 30.

(3) *Default Interest*. The Notes shall cease to bear interest from the expiry of the calendar day preceding the due date for redemption. If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for

redemption to, but excluding, the date of actual redemption of the Notes at the respective rate of interest specified. This does not affect any additional rights that might be available to the Holders.

## § 4
## PAYMENTS

(1) (a) *Payment of Principal*. Payment of principal on the Notes shall be made, subject to paragraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

(b) *Payment of Interest*. Payment of interest and any Additional Amounts on the Notes shall be made, subject to paragraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

(2) *Manner of Payment*. Subject to applicable fiscal and other laws and regulations, payments of all amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Fixed Business Day Convention*. If the due date for payment of any amount of principal or interest in respect of any Note which falls prior to or on the Interest Rate Change Date is not a Fixed Business Day (as defined below), then: the Holder shall not be entitled to payment until the next day that is a Fixed Business Day and shall not be entitled to further interest or other payment in respect of such delay (the Fixed Interest Period shall not be adjusted accordingly).

**"Fixed Business Day"** means a calendar day (other than a Saturday or a Sunday) (i) on which the Clearing System is open, and (ii) which is a Business Day (as defined in § 4 (5)).

(4) *Variable Business Day Convention*. If the due date for payment of any amount of principal or interest in respect of any Note which falls after the Interest Rate Change Date is not a Variable Business Day (as defined below), then: the Holder shall not be entitled to payment until the next day that is a Variable Business Day and shall not be entitled to further interest or other payment in respect of such delay (the Variable Interest Period shall not be adjusted accordingly).

"**Variable Business Day**" means a calendar day (other than a Saturday or a Sunday) (i) on which the Clearing System is open, and (ii) which is a Business Day (as defined in § 4 (5)).

(5) *Business Day.* "**Business Day**" means a calendar day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 or its successor ("**T2**") is open.

(6) *References to Principal and Interest*. References in these Terms and Conditions to "principal" in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes (as specified in § 5 (1)); and any premium and any other amounts (other than interest) which may be payable under or in respect of the Notes. References in these Terms and Conditions to "interest" in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts (as defined in § 7 (1)) which may be payable under § 7 (1).

## § 5
## REDEMPTION

(1) *Redemption on the Maturity Date.* Unless previously redeemed in whole or in part or repurchased and cancelled, and subject to adjustment in accordance with the provisions set out in § 4 (4), the Notes shall be redeemed at their Final Redemption Amount on 06.02.2034 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be the product of the Redemption Price and the Specified Denomination. The "**Redemption Price**" is 100.00 per cent.

(2) *No Early Redemption at the Option of the Issuer*. The Notes may not be redeemed at the option of the Issuer prior to their Maturity Date other than in case of an early redemption pursuant to § 5 (3) or § 5 (4).

(3) *Early Redemption for Regulatory Reasons*.

(a) The Issuer may at any time, upon giving not less than 30 Business Days and not more than 90 Business Days prior notice in accordance with § 5 (3) (b), redeem on the date fixed for redemption (provided that any date fixed for redemption falling after the Interest Rate Change Date must fall on a variable Interest Payment Date), all but not only some of the Notes at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption if, as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Republic of Austria or their

interpretation,

(i) there is a change in the regulatory classification of the Notes that would be likely to result in their exclusion in full or in part from own funds or reclassification as own funds of lower quality (in each case, on an individual basis of the Issuer and/or on a consolidated basis of the Issuer's Regulatory Group); or

(ii) the Notes, to the extent that, pursuant to Article 64 CRR, a portion thereof does no longer qualify as a Tier 2 item but, pursuant to Article 72a(1)(b) CRR, as an eligible liabilities item, that portion does no longer comply with the MREL Requirement, except where such non-compliance would only be based on the remaining maturity of the Notes being less than any period prescribed in the applicable MREL regulations or any applicable limits on the amount of eligible liabilities instruments being exceeded.

Where:

**"Issuer's Regulatory Group"** means, from time to time, any banking group with a parent institution and/or any banking group with a parent financial holding company: (i) to which the Issuer belongs; and (ii) to which the own funds requirements on a consolidated basis due to prudential consolidation in accordance with the Applicable Supervisory Regulations apply.

Any such early redemption pursuant to this § 5 (3) shall only be possible if the conditions to redemption and repurchase set out in § 5 (5) are met.

(b) The notice of redemption shall be given by the Issuer to the Holders in accordance with § 11. Such notice shall be irrevocable and shall specify:

(i) the series of Notes subject to redemption, including the securities codes;

(ii) the date on which the Issuer will redeem the Notes; and

(iii) the reason for such call and redemption.

(4) *Early Redemption for Reasons of Taxation.*

(a) The Issuer may, upon giving not less than 30 Business Days' and not more than 90 Business Days' prior notice in accordance with § 5 (4) (b), redeem all but not only some of the Notes at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption (provided that any date fixed for redemption falling after the Interest Rate Change Date must fall on a variable Interest Payment Date) if, on the next succeeding Interest Payment Date, the Issuer will become obliged to pay Additional Amounts pursuant to § 7 (1) as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes is issued, and such amendment or change has been evidenced by the delivery by the Issuer to the Paying Agent (who shall accept such certificate and opinion as sufficient evidence thereof) of (i) a certificate signed by two authorised representatives of the Issuer on behalf of the Issuer stating that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal or tax advisers of recognised reputation to the effect that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due. No such notice of redemption shall be given if at the time such notice takes effect, the obligation to pay such Additional Amounts does not remain in effect.

Any such early redemption pursuant to this § 5 (4) shall only be possible if the conditions to redemption and repurchase set out in § 5 (5) are met.

(b) The notice of redemption shall be given by the Issuer to the Holders in accordance with § 11. Such notice shall be irrevocable and shall specify:

(i) the series of Notes subject to redemption, including the securities codes;

(ii) the date on which the Issuer will redeem the Notes; and

(iii) the reason for such call and redemption.

(5) *Conditions to Redemption and Repurchase*. Any early redemption pursuant to this § 5 and any repurchase pursuant to § 10 (2) is subject to:

(a) the Competent Authority having granted the Issuer the prior permission in accordance with Articles 77 et seq CRR or any successor provision for the early redemption or the repurchase, whereas such permission

may, inter alia, require that:

(i) either, before or at the same time as the redemption or repurchase, the Issuer replaces the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or

(ii) the Issuer has demonstrated to the satisfaction of the Competent Authority that the own funds and eligible liabilities of the Issuer would, following such early redemption or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the CRR, the CRD and the BRRD by a margin that the Competent Authority considers necessary; and

(b) in the case of any early redemption or repurchase of the Notes during the five years following the date of issuance of the Notes:

(i) in the case of any early redemption pursuant to § 5 (3), the Competent Authority considers such change to be sufficiently certain and the Issuer has demonstrated to the satisfaction of the Competent Authority that the relevant change in the regulatory classification of the Notes was not reasonably foreseeable as at the date of issuance of the Notes; or

(ii) in the case of any early redemption pursuant to § 5 (4), the Issuer has demonstrated to the satisfaction of the Competent Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the date of issuance of the Notes; or

(iii) in the case of any early redemption of the Notes in circumstances other than those described in clause (a)(i) or (ii) above or any repurchase, the Issuer, earlier than or at the same time as the early redemption or the repurchase, replaces the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority has permitted that early redemption or repurchase based on the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

(iv) the Notes being repurchased for market making purposes in accordance with the Applicable Supervisory Regulations.

Notwithstanding the above conditions, if, at the time of any early redemption or repurchase, the prevailing Applicable Supervisory Regulations permit the early redemption or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply with such other and/or, as appropriate, additional pre-conditions, if any.

For the avoidance of doubt, any refusal of the Competent Authority (or any other relevant supervisory authority) to grant any permission, approval or other authorisation required in accordance with the Applicable Supervisory Regulations shall not constitute a default for any purpose.

(6) *No right of termination or acceleration by the Option of a Holder*. The Holders shall have no right to terminate or otherwise accelerate the redemption of the Notes.

## § 6
## PAYING AGENT AND CALCULATION AGENT

(1) *Appointment; Specified Offices.* The initial Principal Paying Agent and the initial Calculation Agent and their initial specified offices are:

Principal Paying Agent:

Erste Group Bank AG
Am Belvedere 1
1100 Vienna
Austria

Where these Terms and Conditions refer to the term "Paying Agent(s)", such term shall include the Principal Paying Agent.

Calculation Agent:

Erste Group Bank AG
Am Belvedere 1
1100 Vienna
Austria

The Paying Agent and the Calculation Agent reserve the right at any time to change their specified office to some other specified office in the same city.

(2) *Variation or Termination of Appointment*. The Issuer reserves the right at any time to vary or terminate

the appointment of the Paying Agent or the Calculation Agent and to appoint another or additional Paying Agents or another Calculation Agent. The Issuer shall at all times maintain (i) so long as the Notes are listed at the initiative of the Issuer on a stock exchange, a Paying Agent with a specified office in such place as may be required by the rules of such stock exchange or its supervisory authority/-ies and (ii) a Calculation Agent. The Issuer will give notice to the Holders of any variation, termination, appointment or any other change as soon as possible upon the effectiveness of such change.

(3) *Agents of the Issuer*. The Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Terms and Conditions by the Paying Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent and the Holders and, in the absence of the aforesaid, no liability to the Issuer, the Calculation Agent or the Holders shall attach to the Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(5) *Independent Advisor*. If the Issuer appoints an Independent Advisor in accordance with § 3(2)(c), § 6(3) and (4) shall apply mutatis mutandis to the Independent Advisor.

## § 7
## TAXATION

(1) *Gross-up.* All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the Republic of Austria or by any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

If the Issuer is required by law to make any withholding or deduction for any Taxes from any payment of interest in respect of the Notes, the Issuer shall pay such additional amounts (the "**Additional Amounts**") to the Holder as shall result in receipt by that Holder of such amounts as would have been received by the Holder had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note:

(a) which are payable to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Note by reason of its having some connection with the Republic of Austria other than the mere holding of the Note; or

(b) in respect of any Taxes which are to be withheld or deducted pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty, agreement or understanding relating to such taxation and to which the Issuer's country of domicile for tax purposes or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty, agreement or understanding; or

(c) in respect of any Taxes which are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of interest made by it.

(2) *U.S. Foreign Account Tax Compliance Act (FATCA)*. The Issuer is authorised to withhold or deduct from amounts payable under the Notes to a Holder or beneficial owner of Notes sufficient funds for the payment of any tax that it is required to withhold or deduct pursuant an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or that is otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

## § 8
## PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within thirty years (in the case of principal) and three years (in the case of interest) upon the relevant due date.

## § 9
## NON-PAYMENT AND INSOLVENCY

(1) *Non-payment*. Each Holder shall be entitled in any event contemplated in sub-paragraphs (a) and (b) (other than in case of insolvency (bankruptcy) proceedings are commenced against assets of the Issuer), upon sending a written notice to the Issuer, to inform the Austrian Financial Market Authority (or any other authority competent for such matters in the future) of the occurrence of such event and propose that the Austrian Financial Market Authority (or any other authority competent for such matters in the future) applies to the competent court in Vienna for the commencement of bankruptcy proceedings against the assets of the Issuer:

(a) default is made on the payment of interest or principal in respect of the Notes for a period of fifteen (15) calendar days (in the case of interest) or seven (7) calendar days (in the case of principal) from (and including) the relevant Interest Payment Date or Maturity Date; or

(b) special receivership proceedings (*Geschäftsaufsichtsverfahren*) pursuant to the Austrian Banking Act (*Bankwesengesetz*) (or any other regulation applicable in the future) are commenced against the Issuer, or the Austrian Financial Market Authority (or any other authority competent for such matters in the future) institutes regulatory measures (*aufsichtsbehördliche Maßnahmen*) with the effect of a temporary moratorium or the Issuer shall be wound up or dissolved, otherwise than for the purposes of reconstruction, merger or amalgamation in which the successor entity assumes all the obligations of the Issuer with respect to the Notes.

(2) *Insolvency*. Each Holder shall be entitled, if insolvency proceedings are commenced against assets of the Issuer, to file an application in such court demanding payment of all principal amounts due under the Notes together with accrued interest and any Additional Amount.

## § 10
## FURTHER ISSUES OF NOTES, REPURCHASES AND CANCELLATION

(1) *Further Issues of Notes*. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms as the Notes in all respects (or in all respects except for the issue date, issue price, Interest Commencement Date and/or first Interest Payment Date) so as to form a single series with the Notes.

(2) *Repurchases*. Provided that all applicable regulatory and other statutory restrictions are observed, and provided further that the conditions to redemption and repurchase set out in § 5 (5) are met, the Issuer and any of its Subsidiaries may at any time repurchase Notes in the open market or otherwise at any price. Notes repurchased by the Issuer or any Subsidiary may, at the option of the Issuer or such Subsidiary, be held, resold or surrendered to the Paying Agent for cancellation.

Where:

"**Subsidiary**" means any subsidiary of the Issuer pursuant to Article 4(1)(16) CRR.

(3) *Cancellation*. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

## § 11
## NOTICES

(1) *Publication*. All notices of facts concerning the Notes shall be published on the website of the Issuer ("www .erstegroup.com"). Any notice so given will be deemed to have been validly given on the fifth calendar day following the date of such publication (or, if published more than once, on the fifth calendar day following the date of the first such publication). This does not affect any applicable stock exchange law publication requirements. Legally material notices shall be given to the Holders via the respective institutions which maintain the Holders' security accounts. Alternatively, the Issuer shall be entitled to send at any time notices directly to Holders known to the Issuer.

(2) *Notification to Clearing System*. If the publication of notices pursuant to paragraph (1) is no longer required by law or the rules of any stock exchange on which the Notes are from time to time listed at the initiative of the Issuer, the Issuer may, in lieu of publication in the media set forth in paragraph (1), deliver the relevant notices to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh calendar day after the calendar day on which said notice was delivered to the Clearing System.

(3) *Form of Notice to Be Given by any Holder*. Notices regarding the Notes which are to be given by any Holder to the Issuer shall be validly given if delivered in text format (*Textform*) (e.g. in writing) in the German or English language to the Issuer. The Holder shall provide evidence satisfactory to the Issuer of its holding of the Notes. Such evidence may be (i) in the form of a certification from the Clearing System or the Custodian with which the Holder maintains a securities account in respect of the Notes that such Holder is, at the time such notice is given, the Holder of the relevant Notes, or (ii) in any other appropriate manner. "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

## § 12
## HOLDER´S MEETING, MODIFICATIONS AND WAIVER

(1) *Amendment to the Terms and Conditions*. In accordance with the subsequent provisions and subject to compliance with the Applicable Supervisory Regulations for the Notes to qualify as Tier 2 Instruments (including, for the avoidance of doubt, where relevant, the conditions to redemption and repurchase set out in § 5 (5)), the Holders may agree with the Issuer on amendments of these Terms and Conditions with regard to certain matters by resolution with the majority specified below. Majority resolutions shall be binding on all Holders. A majority resolution which does not provide for identical conditions for all Holders is void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) The Holders may consent, by majority resolution, to the following measures, among others:

(a) changes in the due date or reduction or exclusion of interest payments;

(b) changes in the due date of the principal amount;

(c) reduction of the principal amount;

(d) conversion or exchange of the Notes into shares, other securities or other promises of performance;

(e) changes in the currency of the Notes;

(f) substitution of the Issuer; and

(g) amendments to or cancellation of ancillary conditions of the Notes.

Any amendments will not be made if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to (i) result in a change in the regulatory classification of the Notes that would be likely to result in their exclusion from own funds or reclassification as a lower quality form of own funds, or (ii) prejudice the qualification of the Notes as eligible liabilities or loss absorbing capacity instruments for the purposes of the Applicable Supervisory Regulations.

(3) *Convening a Holder's Meeting*. The Holders' meeting shall be convened by the Issuer or by the Joint Representative of the Holders. It shall be convened if Holders who together hold 5 *per cent.* of the outstanding Notes request such convocation in writing for the purpose of appointing or removing a Joint Representative, passing a resolution in order to render a termination invalid or for any other particular interest in such convocation.

(4) *Contents of the Convening Notice, Publication*. The convening notice shall state the name and the registered office of the Issuer and the time of the Holders' meeting, the agenda and the conditions on which attendance at the Holders' meeting and the exercise of voting rights shall depend. The convening notice shall be published pursuant to § 11.

(5) *Convening Period, Evidence*. The Holders' meeting shall be called at least 14 calendar days before the date of the meeting. As evidence for the entitlement to participate in the Holders' meeting a special confirmation issued by the Clearing System or the Custodian in text form shall be presented.

(6) *Agenda*. The convening party shall include in the agenda a proposed resolution for each subject on which the Holders' meeting is to pass a resolution. The agenda of the Holders' meeting shall be published together with the convening notice. No resolutions may be passed on agenda items that have not been published in the required manner. Holders who together hold 5 *per cent.* of the outstanding Notes may request that new items be published for resolution. Such new items must be published no later than the third calendar day preceding the Holders' meeting. Without undue delay and until the date of the Holders' meeting, the Issuer shall make available to the Holders on its website ("www .erstegroup.com"), any counter-motions announced by a Holder before the meeting.

(7) *Quorum*. The Chairperson shall prepare a register of Holders participating in the vote. Such register shall include the Holders' names, their registered offices or places of residence and the number of voting rights

represented by each Holder. Such register shall be signed by the Chairperson of the meeting and be made available without undue delay to all Holders. The Holders' meeting shall have a quorum if the persons present represent at least fifty per cent of the outstanding Notes by value. If the Holders' meeting does not have a quorum, the Chairperson may convene a second meeting for the purposes of passing the resolution (s) anew. Such second meeting requires no quorum. For resolutions which require a qualified majority the persons present must represent at least 25 *per cent*. of the outstanding Notes. Notes for which voting rights have been suspended shall not be included in the outstanding Notes.

(8) *Majority Requirements*. Resolutions relating to material amendments of these Terms and Conditions, in particular consents to the measures set out in § 12 (2) above shall be passed by a majority of not less than 75 per cent. (Qualified Majority) of the votes cast. Resolutions relating to amendments to the Terms and Conditions which are not material require a simple majority of the votes cast.

(9) *Vote without a meeting*. All votes will be taken exclusively by vote taken without a meeting. The vote shall be conducted by the scrutineer. The scrutineer shall be a notary appointed by the Issuer, or the Joint Representative of the Holders if it has requested such vote. The request for voting shall set out the period within which votes may be cast. Such period shall be at least 72 hours. During the voting period, the Holders may cast their votes to the scrutineer in text form. The request shall set out in detail the conditions to be met in order for the votes to be valid. The scrutineer shall ascertain the entitlement to cast a vote by means of the evidence provided and shall prepare a list of Holders entitled to vote. If it is ascertained that no quorum exists, the scrutineer may convene a Holders' meeting, which shall be deemed to be a second Holders' meeting within the meaning of §12 (7). Any resolution passed by the vote shall be recorded in the minutes by a notary. Each Holder participating in the vote may request within one year of the end of the voting period a copy of the minutes and its annexes from the Issuer. Each Holder participating in the vote may object to the result in writing within two weeks of publication of the resolutions. The scrutineer shall decide on any such objection. If it takes remedial action as a result of the objection, it shall publish the result without undue delay. § 12 (13) shall apply *mutatis mutandis*. If the scrutineer does not take remedial action as a result of the objection, it shall notify the objecting Holder without undue delay in writing.

(10) *Voting Right*. Each Holder shall participate in votes in accordance with the principal amount of the outstanding Notes held by such Holder. Voting rights are suspended with respect to the shares attributable to the Issuer or any of its Subsidiaries or held for the account of the Issuer or any of its Subsidiaries. The Issuer may not make available Notes for which the voting rights have been suspended to any third party for the purposes of exercising the voting rights in lieu of the Issuer. This shall also apply to any Subsidiaries of the Issuer. Exercise of voting rights for the purposes specified above is prohibited. It is prohibited to offer, promise or grant any advantage as consideration to any person entitled to vote not to vote, or to vote in a particular way, in a Holders' meeting or a vote. No person entitled to vote may require, accept any promise of or accept any advantage or consideration for not voting, or voting in a particular way, in a Holders' meeting or a vote.

(11) *Chair of the vote*. The vote will be chaired by a notary appointed by the Issuer or, if the Joint Representative (as appointed pursuant to § 12(15)) has convened the vote, by the Joint Representative (the "**Chairperson**").

(12) *Voting, Minutes*. The provisions of the Austrian Stock Corporation Act (*Aktiengesetz*) regarding the voting of shareholders in the general meeting shall apply *mutatis mutandis* to the casting and counting of votes. In order to be valid, any resolution passed by the Holders' meeting shall be recorded in minutes of the meeting. The minutes shall be recorded by a notary.

(13) *Publication of Resolutions*. The Issuer shall publish the resolutions passed by the Holders in appropriate form and at its own expense. The resolutions shall be published without undue delay pursuant § 11. In addition, for a period of at least one month commencing on the calendar day following the Holders' meeting, the Issuer shall make available to the public on its website ("www .erstegroup.com") the resolutions passed by the Holders and, if these Terms and Conditions are amended by a Holders' resolution, the wording of the original Terms and Conditions.

(14) *Implementation of Resolutions*. Resolutions passed by the Holders' meeting which amend or supplement the contents of these Terms and Conditions shall be implemented in such a way that the relevant Global Note is supplemented or amended. If the Global Note has been deposited with a central securities depository, the Chairperson of the meeting or the scrutineer shall forward for this purpose the contents of the resolution recorded in the minutes to the central securities depository, requesting it to add the documents submitted to the electronic data record in appropriate form. It shall affirm to the central securities depository that the resolution may be implemented.

(15) *Joint Representative.*

The Holders may by majority resolution appoint a joint representative (the "**Joint Representative**") to

exercise the Holders' rights on behalf of each Holder.

The Joint Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Joint Representative shall comply with the instructions of the Holders. To the extent that the Joint Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Joint Representative shall provide reports to the Holders on its activities. The Joint Representative shall be liable to the Holders as joint and several creditors for the due performance of its duties. In the performance of its duties, it shall act with the care of a prudent representative. The Joint Representative's liability may be limited by resolution of the Holders. An assertion of compensation claims against the Joint Representative shall be decided by the Holders. The Joint Representative may be removed by the Holders at any time without reason. The Joint Representative may require the Issuer to provide any information that is necessary for the performance of its duties.

## § 13
## APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law*. The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, Austrian law except for its conflict of law rules as far as such rules would lead to the application of foreign law.

(2) *Place of Jurisdiction*. The competent court in Vienna, Austria shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes (including any legal action or proceedings relating to any non-contractual obligations arising out of or in connection with the Notes), to the extent permissible according to applicable mandatory consumer protection legislation.

(3) *Enforcement*. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of the Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b), and (ii) an excerpt from the electronic data record in relation to the Global Note representing the relevant Notes certified by a duly authorised officer of the central securities depository, the Clearing System or a depositary of the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

## § 14
## LANGUAGE

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be binding and prevailing. The German language translation shall be non-binding.

## PART B - OTHER INFORMATION

### ESSENTIAL INFORMATION

**Interests of Natural and Legal Persons Involved in the Issue or the Offering**

☒ Save for the commercial interests of the Managers so far as the Issuer is aware, no person involved in the issue or offering of the Notes has an interest material to the issue or the offering.

☐ Other Interests, including conflicts of interest

| | |
|---|---|
| **Reasons for the Offer and use of Proceeds** | See the section entitled "2.9 Reasons for the offer and use of proceeds from the sale of the Notes" in the Securities Note. |
| Estimated Net Proceeds | Not applicable |
| Estimated Total Expenses of the Issue | up to EUR 4,000 |

### INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

**Securities Codes**

| | | |
|---|---|---|
| ☒ | ISIN | AT0000A39M85 |
| ☒ | German Security Code | EB09WK |
| ☐ | Any Other Security Code | |

**Information about the past and future performance of the underlying and its volatility**

Details information about the past and future performance of the Reference Rate can be obtained from the following Screen Page: Reuters ICESWAP2 (this information is not free of charge).

| | |
|---|---|
| **Issue Yield** | Not applicable |
| Resolutions, authorisations and approvals by virtue of which the Notes will be created and/or issued | According to Overall Planning Approval of Management Board dated 30 November 2023 and Supervisory Board dated 14 December 2023 |

### TERMS AND CONDITIONS OF THE OFFER

**Conditions, Offer Statistics, Expected Timetable and Action Required to Apply for the Offer**

| | |
|---|---|
| Conditions, to which the offer is subject | Not applicable |
| Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer | up to EUR 150,000,000 |
| The time period, including any possible amendments, during which the offer will be open and description of the | The Notes will be offered by the Issuer for subscription at the issue |

| | |
|---|---|
| application process | price by means of a public offering from 11.01.2024 respectively in the period from 15.01.2024 (the **"Start of Subscription Period"**) until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.<br><br>If the aggregate principal amount for the Notes indicated in the Final Terms has been reached prior to the end of the subscription period or offer period at any time on a business day, the Issuer will terminate the subscription period or offer period for the Notes at the relevant time on that business day without prior notice. If the Issuer has not received sufficient valid subscription applications for the Notes until the first value date of the tap issue, the Issuer reserves the right to cancel the tap issue of the Notes. The Issuer is not obliged to issue subscribed Notes. |
| A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants | Not applicable |
| Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest) | Minimum amount of application is EUR 50,000 |
| Method and time limits for paying up the securities and for delivery of the securities | Payment of the Issue Price and delivery of the securities is made on the basis of the subscription agreement to be concluded between the investor and the Issuer in relation to the purchase of the Notes. |
| A full description of the manner and date in which results of the offer are to be made public | The results of the offer will be made public by the Issuer at the end of the subscription period, or in case of a tap issue immediately at the end of the offer, by notifying the OeKB CSD GmbH as common securities depository and the stock exchange on which the Notes are listed. |
| The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised | Not applicable |

**Plan of Distribution and Allotment**

| | |
|---|---|
| If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche. | Not applicable |
| Process for notification to applicants of the amount | The subscriber will be informed of |

| | |
|---|---|
| allotted and the indication whether dealing may begin before notification is made. | the amount of securities allocated by way of booking such amount to its deposit account. Commencement of trading is not possible before the allocation of the Notes. |

**Pricing**

| | |
|---|---|
| An indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure. | Issue Price of 100.00% which may be adjusted from time to time in accordance with the market price plus issue charge to the amount of up to 3.00% |
| Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser. | Not applicable |

**PLACING AND UNDERWRITING**

| | |
|---|---|
| Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, of the placers in the various countries where the offer takes place. | Diverse Financial Service Provider in Austria, Slovakia, Germany |

**Method of Distribution**

☒ Non-Syndicated

☐ Syndicated

**Subscription Agreement**

| | |
|---|---|
| Date of Subscription Agreement | Not applicable |
| General Features of the Subscription Agreement | Not applicable |

**Details with regard to the Managers *(including the type of commitment)***

| | |
|---|---|
| Manager(s) | Not applicable |

☐ Firm Commitment

☐ Without Firm Commitment

| | |
|---|---|
| Stabilising Manager | None |

**Commissions, Concessions and Estimated Total Expenses**

☐ Management and Underwriting Commission

☐ Selling Concession Not applicable

☐ Other

| | |
|---|---|
| Total Commission and Concession | |
| Issue charge | up to 3.00 per cent. of the Aggregate Principal Amount |

**LISTINGS, ADMISSIONS TO TRADING AND DEALING ARRANGEMENTS**

**Listings** Yes

☐ Frankfurt am Main

☐ Regulated Market

☐ Open Market

☒ Stuttgart

☐ Regulated Market

☒ Open Market

☒ Vienna - Official Market

| | |
|---|---|
| **Date of Admissions** | on or around the Issue Date (as defined above) |
| Estimate of the total expenses related to the admission to trading | Not applicable |
| All regulated markets or equivalent markets on which to the knowledge of the Issuer, notes of the same class as the Notes to be offered or admitted to trading are already admitted to trading | Not applicable |
| Name and address of the entities which have committed themselves to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment | Not applicable |

**ADDITIONAL INFORMATION**

**Ratings**

As at the date of these Final Terms the Notes have not been rated. The Issuer reserves the right to apply for a rating in future.

**Selling Restrictions**

**TEFRA**

☐ TEFRA C

| | |
|---|---|
| Additional Selling Restriction | Not applicable. |

**Consent to the Use of the Prospectus**

| | |
|---|---|
| Offer period during which subsequent resale or final placement of the Notes by dealers and/or further financial intermediaries can be made | For the duration of the validity of the Prospectus |
| Further conditions for the use of the Prospectus | Not applicable |

**Listing**

These Final Terms comprise the details required to list the issue of Notes described in these Final Terms pursuant to the Programme (as from 06.02.2024).

| | |
|---|---|
| **Statement on benchmarks according to Article 29 (2) of the Benchmark Regulation:** | The amount(s) payable under the Notes is/are calculated by reference to ICE Swap Rate (ISR), which is/are provided by ICE Benchmark Administration Limited. As at the date of these Final Terms, ICE Benchmark Administration Limited is/are included in the register of administrators and benchmarks |

established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Regulation (EU) 2016/1011.

Signed on behalf of the Issuer

By:

Duly authorised

By:

Duly authorised

**Issue specific summary**

**1st Section - Introduction, containing warnings**

**Warnings**

This summary (the "**Summary**") should be read as an introduction to the base prospectus consisting of separate documents dated 28 August 2023 (the "**Prospectus**") in relation to the Debt Issuance Programme (the "**Programme**") of Erste Group Bank AG (the "**Issuer**"). Any decision to invest in the notes (the "**Notes**") should be based on a consideration of the Prospectus as a whole by the investors, i.e. the securities note relating to the Programme dated 28 August 2023 as supplemented, the registration document of the Issuer dated 7 June 2023 as supplemented (the "**Registration Document**"), any information incorporated by reference into both of these documents, any supplements thereto and the final terms (the "**Final Terms**"). Investors should note that they could lose all or part of their invested capital.

Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investors might, under national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled this Summary including any translation thereof, but only where this Summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Notes.

You are about to purchase a product that is not simple and may be difficult to understand.

**Introduction**

| | |
|---|---|
| **Name and securities identification number** | ERSTE Nachrang Fix-to-Float Anleihe 24-34<br>ISIN: AT0000A39M85 |
| **Issuer** | Erste Group Bank AG<br>LEI: PQOH26KWDF7CG10L6792<br>Contact details: Am Belvedere 1, 1100 Vienna, Austria, Tel.: +43-50100-0 |
| **Competent authority** | Austrian Financial Market Authority (Finanzmarktaufsichtsbehörde - FMA), Otto-Wagner-Platz 5, 1090 Vienna, Austria, Tel.: (+43-1) 249 59 0 |
| **Date of approval of the Prospectus** | Final Terms dated 09 January 2024<br>Securities note dated 28 August 2023<br>Registration Document dated 7 June 2023 |

**2nd Section - Key information on the Issuer**

**Who is the Issuer of the Notes?**

**Domicile, legal form, law of operation and country of incorporation**

The Issuer is registered as a joint-stock corporation (*Aktiengesellschaft*) in the Austrian companies register (*Firmenbuch*) at the Vienna commercial court (*Handelsgericht Wien*) and has the registration number FN 33209 m. The Issuer's registered office is in Vienna, Republic of Austria. It operates under Austrian law.

**Principal activities**

The Issuer and its subsidiaries and participations taken as a whole (the "**Erste Group**") offer their customers a broad range of services that, depending on the particular market, includes deposit and current account products, mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring.

**Major shareholders**

As of the date of the Registration Document, DIE ERSTE österreichische Spar-Casse Privatstiftung (**"ERSTE Stiftung"**) holds together with its partners to shareholder agreements approximately 24.30% share capital of the subscribed capital of the Issuer and is with 17.48% principal shareholder. ERSTE Stiftung is holding 5.58% of the share capital directly, the indirect participation of ERSTE Stiftung amounts to 11.90% of the share capital held by Sparkassen Beteiligungs GmbH & Co KG, which is an affiliated company of ERSTE Stiftung. 2.74% of the share capital are directly held by savings banks foundations acting together with ERSTE Stiftung. 4.08% are held by Wiener Städtische Versicherungsverein. The free float amounts to 75.70% (of which 61.15% were held by institutional investors, 6.62% by Austrian retail investors, 4.78% by BlackRock Inc., 2.23% by unidentified international institutional and private investors and 0.92% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending) (all numbers are rounded).

**Identity of key managing directors**

The members of the Issuer's management board as of the date of the Final Terms are:

- Willibald Cernko
- Ingo Bleier
- Stefan Dörfler
- Alexandra Habeler-Drabek
- David O'Mahony
- Maurizio Poletto

**Identity of statutory auditors**

Sparkassen-Prüfungsverband (statutory auditor, two current directors of which are members of "*Kammer der Steuerberater:innen und Wirtschaftsprüfer:innen*") at Karl-Popper-Straße 2, Am Belvedere 10, 1100 Vienna, Austria and PwC Wirtschaftsprüfung GmbH (a member of "*Kammer der Steuerberater:innen und Wirtschaftsprüfer:innen*") at DC Tower 1, Donau-City-Straße 7, 1220 Vienna, Austria.

**What is the key financial information regarding the Issuer?**

**Income statement** (in EUR million (rounded))

| | 31 December 2022 audited | 31 December 2021 audited | 30 September 2023 unaudited | 30 September 2022 unaudited |
|---|---|---|---|---|
| Net interest income | 5,950.6 | 4,975.7 | 5,422.3 | 4,385.2 |
| Net fee and commission income | 2,452.4 | 2,303.7 | 1,937.6 | 1,829.9 |
| Impairment result from financial instruments | -299.5 | -158.8 | -127.5 | -158.3 |
| Net trading result | -778.6 | 58.6 | 337.4 | -848.5 |
| Operating result | 3,995.8 | 3,435.5 | 4,178.1 | 2,889.4 |
| Net result attributable to owners of the parent | 2,164.7 | 1,923.4 | 2,309.6 | 1,647.0 |

**Balance sheet** (in EUR million (rounded))

| | 31 December 2022 audited | 31 December 2021 audited | 30 September 2023 unaudited | Value as outcome from the most recent Supervisory Review and Evaluation Process (SREP) |
|---|---|---|---|---|
| Total assets | 323,865 | 307,428 | 337,161 | - |
| Senior debt (in issue)* | 29,300 | 25,295 | 34,654 | - |
| Subordinated debt (in issue)** | 6,603 | 6,835 | 6,435 | - |
| Loans and advances to customers | 202,109 | 180,268 | 206,153 | - |
| Deposits from customers | 223,973 | 210,523 | 235,773 | - |
| Total equity | 25,305 | 23,513 | 27,687 | - |
| Non-performing loans (based on net carrying amount / loans and receivables) | 2.0% | 2.4% | 2.0% | - |
| Common Equity Tier 1 capital (CET 1) ratio | 14.2% | 14.5% | 14.5% | 10.9% (minimum requirement as of 30 September 2023) |
| Total Capital Ratio | 18.2% | 19.1% | 18.7% | 15.2% (minimum requirement as of 30 September 2023) |
| Leverage Ratio | 6.6% | 6.5% | 6.6% | 3.0% (minimum requirement pursuant to CRR applicable since 2021) |

*) including covered bonds
**) including non-preferred senior notes

**What are the key risks that are specific to the Issuer?**

- Erste Group may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.
- Changes in consumer protection laws as well as the application or interpretation of such laws might limit the fees and other pricing terms that Erste Group may charge for certain banking transactions and might allow consumers

to claim back certain of those fees and interest already paid in the past.

- Erste Group's business entails several forms of operational risks.
- Erste Group is subject to the risk that liquidity may not be readily available.

**3rd Section - Key information about the Notes**

**What are the main features of the Notes?**

**Type, class and ISIN**

The Notes are notes which initially bear a fixed rate of interest followed by a floating rate of interest which shall be determined for each floating interest period on the basis of a reference rate.

The Notes are debt instruments issued in bearer form and represented by a digital global note. Form and content of the Notes as well as all rights and obligations from matters under the Notes are determined in every respect by the laws of Austria.

ISIN: AT0000A39M85 / WKN: EB09WK

**Currency, Principal Amount (denomination), number of Notes issued and term of the Notes**

The Notes are denominated in Euro (EUR) with a princial amount per Note of EUR 50,000 (the "**Specified Denomination**") and an aggregate principal amount of up to EUR 150,000,000. The Notes have a fixed term which ends at the latest on 06.02.2034 (the "**Maturity Date**"), subject to any early redemption rights or repurchase and cancellation by the Issuer.

**Rights attached to the Notes**

**Interest Payments under the Notes**

The Notes shall bear interest on their outstanding aggregate principal amount at a rate of 5.50 per cent. *per annum* from the Interest Commencement Date (as defined below) to, but excluding, 06.02.2026 (the "**Interest Rate Change Date**") and at the Variable Rate of Interest (as defined below) which shall be determined for each interest period from, and including, the Interest Rate Change Date to, but excluding, the Maturity Date, or in case the Notes are redeemed early, the day of early redemption.

The "**Variable Rate of Interest**" shall be the 10-Year-EUR-CMS per annum

The maximum interest rate is 5.50 per cent. per annum. The minimum interest rate is 3.75 per cent. per annum.

The "**Interest Commencement Date**" of the Notes is 06.02.2024.

Fixed interest payment dates: on each 06.02.

Variable interest payment dates: on each 06.02.

**Redemption of the Notes on the Maturity Date**

Unless previously redeemed in whole or in part or repurchased and cancelled, and subject to adjustment, the Notes shall be redeemed at their Final Redemption Amount on the Maturity Date. The "**Final Redemption Amount**" in respect of each Note shall be the product of the Redemption Price and the Specified Denomination. The "**Redemption Price**" is 100 per cent.

**Early redemption of the Notes**

Early Redemption for Regulatory Reasons

The Notes (all but not only some) may at any time be redeemed upon giving notice of redemption to the Holders (which notice shall be irrevocable) within the specified notice period at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption if, as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Republic of Austria or their interpretation, (i) there is a change in the regulatory classification of the Notes that would be likely to result in their exclusion in full or in part from own funds or reclassification as own funds of lower quality (in each case, on an individual basis of the Issuer and/or on a consolidated basis of the Issuer's Regulatory Group); or

(ii) the Notes, to the extent that, pursuant to Article 64 CRR (as defined below), a portion thereof does no longer qualify as a Tier 2 item but, pursuant to Article 72a(1)(b) CRR, as an eligible liabilities item, that portion does no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) (the "**MREL Requirement**") which are or, as the case may be, will be, applicable to the Issuer and/or the Issuer's MREL Group in accordance with (A) Article 45 of the BRRD, as amended, and any applicable national law, as amended, implementing the BRRD; or (B) Article 12 of the Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, as amended.

**"Issuer's Regulatory Group"** means, from time to time, any banking group with a parent institution and/or any banking group with a parent financial holding company: (i) to which the Issuer belongs; and (ii) to which the own funds requirements on a consolidated basis due to prudential consolidation in accordance with the Applicable Supervisory Regulations apply.

"**BRRD**" means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (Bank Recovery and Resolution Directive), as implemented in the Republic of Austria and as amended or replaced from time to time, and any

references to any relevant Articles of the BRRD include references to any applicable provisions of law amending or replacing such Articles from time to time.

"**Issuer's MREL Group**" means the Issuer and its subsidiaries which have to comply with the MREL Requirement on a group basis.

Any such early redemption shall only be possible if the conditions to redemption and repurchase are met.

Early Redemption for Reasons of Taxation

The Notes (all but not only some) may be redeemed upon giving notice of redemption to the Holders (which notice shall be irrevocable) within the specified notice period at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption, if on the next succeeding interest payment date, the Issuer will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations.

Any such early redemption shall only be possible if the conditions to redemption and repurchase are met.

No right of termination or acceleration by the Option of a Holder

The Holders shall have no right to terminate or otherwise accelerate the redemption of the Notes.

**No Set-off/Netting, No Security/Guarantee and No Enhancement of Seniority**

The Notes are not subject to any set off arrangements or netting rights that would undermine their capacity to absorb losses in resolution.

The Notes are neither secured, nor subject to any guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

**Holders meeting, Modifications and Waiver**

In accordance with the provisions set out in the terms and conditions of the Notes and subject to compliance with the Applicable Supervisory Regulations for the Notes to qualify as Tier 2 Instruments (including, for the avoidance of doubt, where relevant, the conditions to redemption and repurchase), the Holders may agree with the Issuer on amendments to the terms and conditions of the Notes with regard to specified matters by resolution with the specified majority. Majority resolutions shall be binding on all Holders. A majority resolution which does not provide for identical conditions for all Holders is void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

The Holders may by majority resolution appoint a joint representative (the "**Joint Representative**") to exercise the Holder's rights on behalf of each Holder. The duties, rights and functions of the Joint Representative are determined by the terms and conditions of the Notes.

**Non-Payment and Insolvency**

In case of non-payment or insolvency each Holder shall be entitled to inform the Austrian Financial Market Authority of the occurrence of such event and propose that the Austrian Financial Market Authority applies to the competent court in Vienna for the commencement of bankruptcy proceedings against the assets of the Issuer. Each Holder shall be entitled, if bankruptcy proceedings are commenced against assets of the Issuer, to file an application in such court demanding payment of all principal amounts due under the Notes together with accrued interest and any additional amount.

**Relative seniority of the Notes**

The Notes constitute direct, unsecured and subordinated obligations of the Issuer and are intended to qualify as Tier 2 Instruments of the Issuer . In the event of insolvency proceedings (Konkursverfahren) or the liquidation of the Issuer, the obligations of the Issuer under the Notes:

(a) rank *pari passu* (i) among themselves; and (ii) with all other present or future claims from Tier 2 Instruments and other subordinated instruments or obligations of the Issuer (other than subordinated instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Notes);

(b) rank senior to all present or future obligations under (i) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; (ii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; and (iii) all other subordinated instruments or obligations of the Issuer ranking or expressed to rank junior to the Notes; and

(c) will be fully subordinated to the Issuer's Senior Ranking Obligations, so that in any such event no amounts will be payable in respect of the Notes until the Issuer's Senior Ranking Obligations have been satisfied in full.

Where:

"**CRR**" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 (Capital Requirements Regulation), as amended or replaced from time to time, and any references to relevant provisions of the CRR include references to any applicable provisions of law amending or replacing such provisions from time to time.

"**Issuer's Senior Ranking Obligations**" means (i) all unsecured and unsubordinated obligations of the Issuer; (ii) all eligible liabilities instruments of the Issuer pursuant to Article 72b CRR; (iii) instruments or obligations of the Issuer that

do not result from own funds items of the Issuer; and (iv) any other subordinated obligations of the Issuer which, in accordance with their terms or pursuant to mandatory provisions of law, rank or are expressed to rank senior to the obligations of the Issuer under the Notes at the relevant time.

"**Tier 2 Instruments**" means any (directly or indirectly issued) capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR.

**Restrictions on transferability**

The Notes are freely transferable in accordance with applicable law and the applicable rules of the relevant clearing system.

**Where will the Notes be traded?**

**Application for admission to trading on a regulated market or for trading on an MTF**

Application will be made for the Notes to be admitted to the Official Market (Amtlicher Handel) of the Vienna Stock Exchange (Wiener Börse) and included in the open market of the Stuttgart Stock Exchange (Baden-Württembergische Wertpapierbörse).

**What are the key risks that are specific to the Notes?**

**Risk factors relating to the structure of the interest rate of the Notes**

- The Notes bear interest at a rate that converts from a fixed rate to a floating rate. A Holder bears the risk that after such conversion, the new interest rate may be lower than the then prevailing interest rates or the spread on the Notes may be less favourable than the then prevailing spreads on comparable floating rate notes relating to the same reference rate(s).
- The interest of the Notes will be calculated by reference to one or several specific benchmark indices which may or have become the subject of regulatory measures that could have a material adverse effect on the market price of and return on any Notes linked to a Benchmark.

**Risk factor relating to certain provisions of the Terms and Conditions of the Notes**

- In the event that Notes are redeemed prior to their maturity, a Holder of the Notes may be exposed to the risk that his investment will have a lower than expected yield.

**Risk factors relating to Subordinated Notes**

- Holders of the Notes are exposed to the risk of statutory loss absorption.
- Obligations under the Notes will only be fulfilled after all non-subordinated claims of creditors have been satisfied.
- The Notes may be redeemed by the Issuer prior to maturity for regulatory or tax reasons. Any rights of the Issuer to early redeem or repurchase the Notes are subject to the prior permission of the Competent Authority.

**Risk factors relating to tax and legal matters**

- The Notes are governed by Austrian law, and changes in applicable laws, regulations or regulatory policies may have an adverse effect on the Issuer, the Notes and the Holders.
- Changes in tax law may negatively affect the Holders.

**Risk factors relating to the pricing of, costs associated with, market in and settlement of the Notes**

- Holders are exposed to the risk of partial or total inability of the Issuer to make interest and/or redemption payments under the Notes.
- Holders are exposed to the risk of an unfavourable development of market prices of their Notes which materialises if the Holder sells the Notes prior to the final maturity of the Notes.
- A liquid secondary market for the Notes may not develop or, if it does develop, it may not continue. In an illiquid market, a Holder may not be able to sell his Notes at fair market prices.

**4th Section – Key information on the offer of Notes to the public and/or the admission to trading on a regulated market**

**Under which conditions and timetable can I invest in these Notes?**

**General terms, conditions and expected timetable of the offer**

Not applicable; there are no conditions to which the offer is subject.

The Notes will be offered permanently (*Daueremissionen*, "**tap issue**").

The Notes will be offered in Austria, Slovakia, Germany (the **"Offer State(s)"**).

The issue date is 06.02.2024.

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering from 11.01.2024 respectively in the period from 15.01.2024 (the **"Start of Subscription Period"**) until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

If the aggregate principal amount for the Notes indicated in the Final Terms has been reached prior to the end of the subscription period or offer period at any time on a business day, the Issuer will terminate the subscription period or

offer period for the Notes at the relevant time on that business day without prior notice. If the Issuer has not received sufficient valid subscription applications for the Notes until the first value date of the tap issue, the Issuer reserves the right to cancel the tap issue of the Notes. The Issuer is not obliged to issue subscribed Notes.

**Estimated expenses charged to the investor**

The Issuer will charge to the subscriber or purchaser costs of up to 3.00 per cent of the initial issue price at the issue date.

**Why is the Prospectus being produced?**

**Use and estimated net amount of the proceeds**

The issue of the Notes is part of the ordinary business activity of the Issuer and is undertaken solely for its general funding purposes and for making profit. The net proceeds from the issue of the Notes will further be used by the Issuer to strengthen its capital base and to optimise the composition of its own funds.

**Date of the underwriting agreement**

There is no firm underwriting in relation to the Notes offered.

**Indication of the most material conflicts of interest pertaining to the offer or the admission to trading**

The Issuer may from time to time act in other capacities with regard to the Notes, such as calculation agent, which allows the Issuer to make calculations in respect of the Notes (e.g. the amount of interest to be paid) which are binding for the Holders. This fact could generate conflicts of interest and may affect the market price of the Notes.

The Issuer acts as market maker for the Notes. In the context of such market making activities, the Issuer will substantially determine the market price of the Notes. The market prices provided by the Issuer in its capacity as market maker will not always correspond to the market prices that would have formed in the absence of such market making and in a liquid market.

The Issuer may use all or some of the proceeds received from the sale of the Notes to enter into hedging transactions which may decrease or increase the market price of the Notes. These hedging transactions and structuring costs might cause a depreciation of the initial value received by the Holders.

Employees of financial institutions such as Erste Group might undertake deals on their own behalf subject to securities laws on personal transactions and market abuse as well as statutory or internal compliance standards.

Erste Group's sales employees may be motivated to sell the Notes, due to the value of incentives received by them (in case the sale is successful) subject to securities and banking laws applicable to any such incentives.

Furthermore, employees might be permitted to take part in securities offerings of Erste Group. When purchasing the Notes, the employee might receive a discount from the value of the market price.