16 May 2025

Final Terms

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of the Directive 2014/65/EU, as amended ("**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation EU No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**").

MIFID II PRODUCT GOVERNANCE / ELIGIBLE COUNTERPARTIES AND PROFESSIONAL INVESTORS ONLY TARGET MARKET

Solely for the purposes of each 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 and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' 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 manufacturers' target market assessment) and determining appropriate distribution channels.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME

The Notes are (i) prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and (ii) Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

EUR 1,000,000,000 Undated Fixed to Fixed Resettable AT1 Notes (the "**Notes**")

issued pursuant to the

Additional Tier 1 Notes Programme

of

Erste Group Bank AG

Issue Price: 100.00 per cent.

Issue Date: 20 May 2025

Series No.: 8

Tranche No.: 1

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 separate documents (i.e. (i) the securities note dated 13 November 2024 and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 7 June 2024 and the registration document supplement No. 1 dated 7 August 2024, the registration document supplement No. 2 dated 6 November 2024, the registration document supplement No. 3 dated 5 March 2025, the registration document supplement No. 4 dated 26 March 2025 and the registration document supplement No. 5 dated 7 May 2025) (the "**Prospectus**") pertaining to the Additional Tier 1 Notes 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.

Restrictions on Marketing and Sales to Retail Investors

The Notes issued pursuant to the Prospectus are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

In the EEA, these laws, regulations or guidance comprise MiFID II and the PRIIPs Regulation, and in the UK, the relevant provisions of the FCA Handbook Conduct of Business Sourcebook ("**COBS**") (which incorporate the rules initially set out in the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015), UK MiFIR, certain provisions of Regulation (EU) No. 2017/565 as they form part of UK domestic law by virtue of the EUWA ("**UK Delegated Regulation**"), and the UK PRIIPs Regulation. Together, these laws, regulations or guidance are referred to as the "**Regulations**".

The Regulations set out various obligations in relation to (i) the manufacture and distribution of financial instruments and the (ii) offering, sale and distribution of packaged retail and insurance-based investment products and certain contingent write-down or convertible securities such as the Notes.

The Managers are required to comply with some or all of the Regulations. By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest in the Notes) from the Issuer and/or the Managers each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Managers that:

1. it is not a retail investor;

2. whether or not it is subject to the Regulations it will not:

(A) sell or offer the Notes (or any beneficial interest therein) to retail investors; or

(B) communicate (including the distribution of the Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail investor.

In selling or offering the Notes or making or approving communications relating to the Notes it may not rely on the limited exemptions set out in the COBS;

3. if it is a person in Hong Kong, it is a 'professional investor' as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; and

4. it will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), including (without limitation) MiFID II or the UK Delegated Regulation and any other such laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) by investors in any relevant jurisdiction.

For the purposes of this provision: the expression "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4 (1) of MiFID II; (ii) a customer within the meaning of the IDD, where that customer would not qualify as a professional client as defined in point (10) of Article 4 (1) of MiFID II; (iii) a retail client as defined in point (8) of Article 2 of the UK Delegated Regulation; or (iv) a retail client as defined in COBS 3.4.

Each prospective investor further acknowledges that:

(i) the target market for the Notes for the purposes of the MiFID Product Governance Rules is eligible counterparties and professional clients only;

(ii) no key information document (*KID*) under the PRIIPs Regulation has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation; and

(iii) no key information document (KID) under the UK PRIIPs Regulation has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

PART A – TERMS AND CONDITIONS

The Conditions applicable to the Notes are set out below.

§ 1
CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency*, *Denomination*. This series of subordinated notes (the "**Notes**") is being issued by Erste Group Bank AG (the "**Issuer**") in Euro (the "**Specified Currency**") in the aggregate principal amount of EUR 1,000,000,000 (in words: Euro one billion) in the denomination of EUR 200,000 (the "**Original Principal Amount**").

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

(3) *Global Note*. The Notes are represented by a global note without coupons (the "**Global Note**") pursuant to the Austrian Securities Depositary Act (*Depotgesetz*), as amended.

(4) *Clearing System*. The Global Note will be deposited with 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 ("**OeKB CSD**"), also for Clearstream Banking S.A., Luxembourg, 42 Avenue J.F. Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**") and Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") as accountholders in OeKB CSD 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 and/or the Erste Regulatory Group from time to time, including but not limited to the provisions of the Austrian Banking Act, the BaSAG, the BRRD, the SRM Regulation, the CRD, the CRR, the CDR and the SSM Regulation, or such other law, regulation or directive as may come into effect in place thereof, as applicable to the Issuer and the Erste Regulatory Group at the relevant time.

"**AT 1 Instruments**" means any capital instruments of the Issuer that qualify as Additional Tier 1 instruments pursuant to Article 52 CRR.

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

"**BaSAG**" means the Austrian Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz – BaSAG*), 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 Directive 2014/59/EU (*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.

"**Business Day**" means a day (other than a Saturday or a Sunday) (i) on which the Clearing System is open to effect payments; and (ii) which is a T2 Business Day.

"**CDR**" means Commission Delegated Regulation (EU) No 241/2014 (*Capital Delegated Regulation*), as amended or replaced from time to time, and any references to relevant provisions of the CDR in these Terms and Conditions include references to any applicable provisions of law amending or replacing such provisions from time to time.

"**CET 1 Instruments**" means any capital instruments of the Issuer that qualify as Common Equity Tier 1 instruments pursuant to Article 28 CRR, including any capital (or other) instruments that qualify as Common Equity Tier 1 items pursuant to transitional provisions under the CRR.

"**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 the Erste Regulatory Group on a consolidated basis.

"**CRD**" means Directive 2013/36/EU (*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 Regulation (EU) No 575/2013 (*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.

"**Current Principal Amount**" means initially the Original Principal Amount, which from time to time, on one or more occasions, may be reduced by a Write-down (as defined in § 5 (9)) and, subsequent to any such reduction, may be increased by a Write-up (as defined in § 5 (10)), if any (up to the Original Principal Amount).

"**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.

"**Erste Regulatory Group**" means, from time to time, the Issuer and each entity which is part of the 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.

"**Resolution Authority**" means the authority pursuant to § 2 No 18 in connection with § 3(1) BaSAG which is responsible for a resolution of the Issuer and which reference shall include the Single Resolution Board.

"**SRM Regulation**" means Regulation (EU) No 806/2014 (*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 Council Regulation (EU) No 1024/2013 (*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.

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

"**T2**" means the real-time gross settlement system operated by the Eurosystem or any successor system.

"**T2 Business Day**" means a day on which T2 is open for the settlement of payment in euro.

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

"**Tier 1 Instruments**" means (i) AT 1 Instruments; (ii) CET 1 Instruments; and (iii) any other instruments or obligations of the Issuer ranking *pari passu* with respect to payment of interest, dividends or distributions with CET 1 Instruments.

"**Tier 2 Instruments**" means any capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR.

"**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) *Ranking.* The Notes shall qualify as AT 1 Instruments (as defined in § 1 (6)) and constitute direct, unsecured and subordinated obligations of the Issuer. In the event of insolvency proceedings (*Konkursverfahren*) or the liquidation of the Issuer, the obligations of the Issuer under the Notes will rank:

(a) junior to all present or future:

(i) unsubordinated instruments or obligations of the Issuer; and

(ii) Tier 2 Instruments (as defined in § 1 (6)) and instruments or obligations of the Issuer, if any, which rank senior to Tier 2 Instruments; and

(iii) instruments or obligations of the Issuer that do not result from own funds items of the Issuer; and

(iv) other instruments or obligations of the Issuer, if any, ranking or expressed to rank subordinated to any unsubordinated instruments or obligations of the Issuer (other than instruments or obligations of the Issuer which rank *pari passu* with or subordinated to the Notes as referred to in § 2 (1) (b) and (c) below); and

(b) *pari passu*:

(i) among themselves; and

(ii) with all other present or future AT 1 Instruments; and

(c) senior to all present or future:

(i) ordinary shares of the Issuer and any other CET 1 Instruments (as defined in § 1 (6)); and

(ii) other subordinated instruments or obligations of the Issuer ranking or expressed to rank *pari passu* with the ordinary shares of the Issuer and any other CET 1 Instruments.

For the avoidance of doubt, Holders will neither participate in any reserves of the Issuer nor in the liquidation profits in the event of its liquidation.

The rights of the Holders of the Notes to payment of principal on the Notes are at any time limited to a claim for the prevailing Current Principal Amount (as defined in § 1 (6)).

(2) *No Negative Equity and Waiver of Petition.* The Holders will be entitled to payments, if any, under the Notes only once any negative equity (*negatives Eigenkapital* within the meaning of § 225(1) of the Austrian Enterprise Code (*Unternehmensgesetzbuch – UGB*)) has been removed (*beseitigt*) or if, in the event of the liquidation of the Issuer, all other creditors (other than creditors the claims of which rank or are expressed to rank *pari passu* with or junior to the Notes) of the Issuer have been satisfied first.

No insolvency proceedings against the Issuer are required to be opened in relation to the obligations of the Issuer under the Notes. The Notes do not contribute to a determination that the liabilities of the Issuer exceed its assets; therefore, the obligations of the Issuer under the Notes, if any, will not contribute to the determination of over-indebtedness (*Überschuldung*) in accordance with § 67(3) of the Austrian Insolvency Code (*Insolvenzordnung – IO*).

(3) *No Set-off/Netting, No Security/Guarantee and No Enhancement of Seniority.* Claims of the Issuer are not permitted to be set-off or netted against repayment obligations of the Issuer under these Notes. No contractual collateral may be provided by the Issuer or any third person for the liabilities constituted by the Notes.

The Notes are neither secured, nor subject to any guarantee that enhances the seniority of the claims under the Notes. The Notes are not subject to any arrangement, contractual or otherwise, that enhances the seniority of the claims under the Notes in insolvency or liquidation.

(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
DISTRIBUTIONS

(1) *Distribution Rates and Distribution Payment Dates*. The Notes shall bear distributions on their Current Principal Amount (as defined in § 1 (6)) from and including 20 May 2025 (the "**Distribution Commencement Date**") to but excluding 15 October 2032 (the "**First Reset Date**") at the rate of 6.3750 *per cent*. *per annum* (the "**First Rate of Distributions**") and thereafter from and including each Reset Date to but excluding the next following Reset Date at the relevant Reset Rate (as determined according to § 3 (4)).

With the exception of the first payment of distributions, distributions on the Notes shall be scheduled to be paid semi-annually in arrear on 15 April and 15 October in each year (each such date, a "**Distribution Payment Date**"), commencing on 15 October 2025 (short first coupon).

Distributions will fall due subject to the provisions set out in § 3 (6), § 4 (4) and § 5 (9) (a)(v).

(2) *Calculation of Distribution Amount*. If the amount of distributions scheduled to be paid on the Notes is required to be calculated for any period of time, such amount of distributions shall be calculated by the Calculation Agent by applying the applicable rate of distributions to the Current Principal Amount, multiplying such amount by the applicable 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.

If a Write-down (as defined in § 5 (9)) occurs during any Distribution Period, unpaid distributions accrued on the Current Principal Amount to but excluding the Write-down Effective Date (as defined in § 5 (9)) are cancelled in accordance with § 3 (6) (c), the Notes shall bear distributions on the adjusted Current Principal Amount from and including the Write-down Effective Date.

If, pursuant to § 5 (10), the Current Principal Amount of the Notes is subject to a Write-up, during a Distribution Period, the amount of distributions shall be calculated by the Calculation Agent on the basis of the adjusted Current Principal Amount from time to time so that the relevant amount of distributions is determined by reference to such Current Principal Amount as adjusted from time to time and as if such Distribution Period were comprised of two or more (as applicable) consecutive distribution periods, with distribution calculations based on the number of days for which each Current Principal Amount was applicable.

"**Distribution Period**" means the period from and including the Distribution Commencement Date to but excluding the first Distribution Payment Date and each successive period from and including a Distribution Payment Date to but excluding the next succeeding Distribution Payment Date.

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

(i) if the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of calendar days in such Calculation Period divided by the product of (x) the number of calendar days in such Determination Period and (y) the number of Determination Dates (as specified below) that would occur in any year; or

(ii) if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of:

(A) the number of calendar days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of calendar days in such Determination Period and (y) the number of Determination Dates that would occur in any year; and

(B) the number of calendar days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of calendar days in such Determination Period and (y) the number of Determination Dates that would occur in any year.

Where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date.

"**Determination Date**" means 15 April and 15 October in each year.

(4) *Determination of the Reset Rate*.

(a) *Reset Rate.* The rate of distributions for each Reset Period (each a "**Reset Rate**") will be the Reference Rate (as defined below) plus the Margin (as defined below), subject to a minimum for the Reset Rate of 0.00 *per cent*. *per annum*.

The Calculation Agent will determine the relevant Reference Rate in accordance with this § 3 (4) for each Reset Date on the relevant Reset Determination Date.

The "**Reference Rate**" for each Reset Date will be,

(i) as long as no Effective Date (as defined in § 3 (4) (c)(i)) of a Benchmark Event (as defined in § 3 (4) (c)(iv)) has occurred, the Original Benchmark Rate on the relevant Reset Determination Date, as determined by the Calculation Agent; or

(ii) if an Effective Date of a Benchmark Event has occurred, determined in accordance with § 3 (4) (c) for each Reset Period commencing on or after the Effective Date; or

(iii) if, in the determination of the Issuer, the determination of the Reference Rate would be likely to prejudice the qualification of the Notes as AT 1 Instruments and/or as eligible liabilities or loss absorbing capacity instruments for the purposes of the Applicable Supervisory Regulations, the Reference Rate applicable to the next and each subsequent Reset Period shall be the Reference Rate determined on the last preceding Reset Determination Date, provided that if this clause (iii) is to be applied on the Reset Determination Date prior to the commencement of the first Reset Period, the Reference Rate applicable to the first and each subsequent Reset Period shall be 2.47 *per cent*. *per annum*.

If the applicable Reference Rate is based upon a Reference Rate determined on the basis of a benchmark rate that is not expressed as a semi-annual rate, the sum of such Reference Rate and the Margin will be converted by the Calculation Agent or the Issuer, as the case may be, to a semi-annual rate in a commercially reasonable manner.

"**Original Benchmark Rate**" in respect of any day means the Mid-Swap Rate (as defined below), which appears on the Screen Page (as defined below) as of 11:00 a.m. (Frankfurt time (or, if later, as at or around such time at which the Mid-Swap Rate becomes available on the Screen Page)) on such day determined by its benchmark administrator, all as determined by the Calculation Agent.

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

"**Margin**" means 4.008 *per cent. per annum*.

Where:

"**Mid-Swap Rate**" means the semi-annual mid-swap rate (expressed as a percentage) for swap transactions in the Specified Currency as is equal to the arithmetic mean of the bid and offered rates for the semi-annual fixed leg of a fixed-for-floating interest rate swap transaction in the Specified Currency which (x) has a term of five years and (y) has a floating leg based on the 6-month EURIBOR rate (or the EURIBOR rate for such other tenor as is the then prevailing market standard tenor for such fixed-for-floating interest rate swap transactions in the Specified Currency), as determined by the Calculation Agent.

"**Reset Date**" means the First Reset Date and each fifth anniversary thereof for as long as the Notes remain outstanding.

"**Reset Determination Date**" means the second T2 Business Day (as defined in § 1 (6)) prior to the relevant Reset Date.

"**Reset Period**" means the period from and including the First Reset Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date.

"**Screen Page**" means LSEG Screen Page "ICESWAP2" under the heading "11:00 AM" or the successor screen page, heading or caption displaying the Reference Rate (the "**Original Screen Page**"). If the Original Screen Page permanently ceases to exist or permanently ceases to quote the Original Benchmark Rate but such quotation is available from another screen page selected by the Calculation Agent in its reasonable discretion (the "**Replacement Screen Page**"), the "Screen Page" shall be the Replacement Screen Page with effect from the date on which the Replacement Screen Page is selected by the Calculation Agent.

(b) *Notification of Reset Rate*. The Calculation Agent will cause the Reset Rate 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 § 10 as soon as possible after its determination.

(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 Reset Determination Date, 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 Original Benchmark Rate affected by the Benchmark Event, the Adjustment Spread (in accordance with § 3 (4) (c)(ii) below) and the Benchmark Amendments (in accordance with § 3 (4) (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 Reset Determination Date 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 Reset Determination Date falling on or, if it is not a Reset Determination Date, the Reset Determination Date 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 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (c)(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 Reset Determination Date, the Day Count Fraction, the Business Days, the Business Day Convention in § 4 (4), 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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4)(c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (c)(i)(B) above) determines that also no such other industry standard is recognised or acknowledged, the Independent Advisor (in the case of § 3 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (c)(i)(B) above).

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

(A) 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

(B) 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

(C) 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 regulatory supervisor of the Original Benchmark Rate administrator; or

(D) 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

(E) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the regulatory supervisor or the administrator; or

(F) 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 Market 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 Bundesverband für strukturierte Wertpapiere (BSW), 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 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (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 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 distributions scheduled to be paid under the Notes determined by the Independent Advisor (in the case of § 3 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4) (c)(i)(B) above) in its reasonable discretion.

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

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

(B) the Independent Advisor appointed by it (in the case of § 3 (4) (c)(i)(A) above) or the Issuer (in the case of § 3 (4)(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 (4) (c),

the Reference Rate applicable to the next Reset Period shall be equal to the Reference Rate determined on the last preceding Reset Determination Date. If this § 3 (4) (c)(v) is to be applied on the Reset Determination Date prior to the commencement of the first Reset Period, the Reference Rate applicable to the first Reset Period shall be 2.47 *per cent*. *per annum*.

For the avoidance of doubt, the operation of this clause (v) shall apply to the Effective Date and the corresponding Reset Period only. Any subsequent Reset Determination Date and Reset Period shall be subject to the subsequent operation of, and to adjustment as provided in, this § 3 (4) (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) and the relevant Effective Date to the Calculation Agent as soon as possible but in no event later than on the 10th Business Day prior to the Effective Date.

(vii) As soon as practicable following the notice in accordance with clause § 3 (4) (c)(vi), 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) and the relevant Effective Date to the Holders in accordance with § 10 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. Such notice shall be irrevocable.

(viii) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3 (4) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any further 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 (4) (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.

(d) *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 Agent or, as the case may be, any Independent Advisor or the Issuer, shall (in the absence of wilful default, bad faith, inequitableness or manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agents and the Holders and, in the absence of the aforesaid, no liability to the Issuer, the Fiscal Agent, 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.

(5) *Cessation of Distribution Accrual*. The Notes shall cease to bear distributions from the end of the calendar day preceding the date scheduled for redemption (if any). If the Issuer fails to redeem the Notes when due, distributions shall continue to accrue on the Current Principal Amount of the Notes from and including the date scheduled for redemption to but excluding the date of actual redemption of the Notes at the respective rate of distributions determined as specified in § 3 (1)-(4) above, which will fall due subject to the provisions set out in § 3 (6) and § 5 (9) (a)(v). This does not affect any additional rights that might be available to the Holders.

(6) *Cancellation of Distributions*.

(a) *Discretionary Cancellation of Distributions*. The Issuer, at its full discretion, may, at all times elect to cancel, in whole or in part, any payment of distributions on the Notes scheduled to be paid on any Distribution Payment Date for an unlimited period and on a non-cumulative basis.

If the Issuer makes such election, the Issuer shall endeavour to give notice to the Holders in accordance with § 10 on or before the Distribution Payment Date. Any failure or delay to give notice to the Holders shall not affect the validity of such cancellation, shall in no event result in an obligation of the Issuer to make a cancelled distribution payment at a later date and shall not constitute a default for any purpose. A notice which has not been given until the relevant Distribution Payment Date shall be given without undue delay thereafter.

(b) *Mandatory Cancellation of Distributions*. Without prejudice to such full discretion of the Issuer pursuant to § 3 (6) (a), any payment of distributions scheduled to be paid on the Notes on any Distribution Payment Date and any Additional Amounts thereon shall be excluded and cancelled mandatorily and automatically

(i) to the extent that such payment of distributions and any Additional Amounts thereon together with any additional Relevant Distributions (as defined in § 3 (6) (e)) would exceed the available Distributable Items (as defined in § 3 (6) (e)), provided that, for such purpose, the available Distributable Items shall be increased by an amount equal to what has been accounted for as expenses for payments of interest, dividends or distributions on Tier 1 Instruments (including payments of distributions on the Notes and any Additional Amounts thereon) in the calculation of the profit (*Gewinn*) on which the available Distributable Items are based; or

(ii) if and to the extent that the Competent Authority orders that all or part of the relevant distribution payment scheduled to be paid on the Notes be cancelled; or

(iii) if and to the extent that another prohibition or restriction of distributions on the Notes, or to make such distribution on the Notes when aggregated with any other Relevant Distributions, is imposed by law or the Competent Authority (or any other relevant supervisory authority) or any other restriction to make distributions exists under the Applicable Supervisory Regulations.

(iv) Prohibitions and restrictions of distributions pursuant to § 3 (6) (b)(iii) may include, but are not limited to,

(A) any restrictions of distributions as a result of non-compliance with the combined buffer requirement (howsoever defined in the Applicable Supervisory Regulations) applicable at the time;

(B) any prohibition of distributions in connection with the calculation of the Maximum Distributable Amount;

(C) any limit resulting from any Maximum Distributable Amount; and

(D) any other restriction operating as maximum distributable amount in accordance with the then Applicable Supervisory Regulations requiring a maximum distributable amount to be calculated or to be complied with if the Issuer and/or the Erste Regulatory Group is failing to meet any applicable capital adequacy or buffer requirement, such as the maximum distributable amount related to the minimum requirement for own funds and eligible liabilities (M-MDA) and the maximum distributable amount related to the leverage ratio (L-MDA), in each case if applicable to the Issuer and/or the Erste Regulatory Group at that point in time.

If any payment of distributions on the Notes scheduled to be paid on any Distribution Payment Date is so mandatorily and automatically excluded and cancelled, the Issuer shall endeavour to give notice the Holders in accordance with § 10 on or before the Distribution Payment Date. Any failure or delay to give notice to the Holders shall not affect the validity of such cancellation, shall in no event result in an obligation of the Issuer to make a cancelled distribution payment at a later date and shall not constitute a default for any purpose. A notice which has not been given until the relevant Distribution Payment Date shall be given without undue delay thereafter.

(c) If a Write-down (as defined in § 5 (9)) occurs during any Distribution Period, unpaid distributions accrued on the Current Principal Amount to but excluding the Write-down Effective Date (as defined in § 5 (9)) will be cancelled mandatorily and automatically in full without any notice having to be given to that effect.

(d) Any distribution payment cancelled in accordance with § 3 (6) (a) to (c) will be non-cumulative and will be cancelled permanently and no payments will be made nor will any Holder be entitled to receive any payment or indemnity in respect thereof. Any such cancellation of distributions will not constitute a default of the Issuer and will not impose any restrictions on the Issuer.

The Issuer may use such cancelled payments without restrictions to meet its obligations as they fall due.

(e) *Definitions*. In these Terms and Conditions:

"**Distributable Items**" means in respect of any payment of distributions on the Notes the distributable items as defined in Article 4(1)(128) CRR, as amended from time to time, in respect of each financial year of the Issuer, as at the end of the latest financial year of the Issuer ended prior to the relevant Distribution Payment Date for which Relevant Financial Statements are available, all as determined in accordance with the accounting principles applied by the Issuer and as derived from the most recent Relevant Financial Statements.

The determination of the Distributable Items shall be based on the Applicable Supervisory Regulations at the time of the determination and, accordingly, only those amounts shall be added or deducted that may be added or have to be deducted (as the case may be) for purposes of determining the amounts distributable on AT 1 Instruments under the Applicable Supervisory Regulations.

"**Maximum Distributable Amount**" means any maximum distributable amount (*maximal ausschüttungsfähiger Betrag*) relating to the Issuer and/or the Erste Regulatory Group, as the case may be, that may be required to be calculated in accordance with (i) § 24(2) of the Austrian Banking Act (implementing Article 141(2) CRD in Austria), as amended or replaced from time to time, or (ii) any successor provision thereto.

"**Relevant Distributions**" means the sum of:

(i) any other payments of distributions on the Notes that were made or are scheduled to be made by the Issuer in the then current financial year of the Issuer;

(ii) the amount of any Write-up (as defined below) of the Notes that was made in the then current financial year or is made simultaneously with the relevant distribution payment on the relevant Distribution Payment Date, if any; and

(iii) any payments of interest, dividends or distributions (including any write-ups) that were made, are simultaneously made or are scheduled to be made by the Issuer on other Tier 1 Instruments in the then current financial year of the Issuer;

(iv) any amount, payment or distribution as may be relevant under any restriction operating as a maximum distributable amount in accordance with the then Applicable Supervisory Regulations.

"**Relevant Financial Statements**" means: (i) the audited (*geprüft*) and adopted (*festgestellt*) unconsolidated annual financial statements of the Issuer, prepared in accordance with accounting provisions applied by the Issuer and accounting regulations then in effect, for the latest financial year of the Issuer ended prior to the relevant Distribution Payment Date; or (ii) if such audited and adopted unconsolidated annual financial statements of the Issuer are not available at the relevant Distribution Payment Date, unaudited unconsolidated *pro forma* financial statements of the Issuer, prepared in accordance with accounting provisions applied by the Issuer in relation to its unconsolidated annual financial statements and accounting regulations then in effect in relation to the Issuer's unconsolidated annual financial statements.

§ 4
PAYMENTS

(1)(a) *Payment of Principal*. Payment of principal on the Notes shall be made, subject to § 4 (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 Distributions*. Payment of distributions and any Additional Amounts on the Notes shall be made, subject to § 3 (6) above and § 4 (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 amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge*. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Business Day Convention*. If the due date for payment of any amount of principal or interest in respect of any Note is not a Business Day (as defined in § 1 (6)), then the Holder shall not be entitled to payment until the next day that is a Business Day and shall not be entitled to further interest or other payment in respect of such delay (the Distribution Period shall not be adjusted accordingly).

(5) *References to Principal and Distributions*. References in these Terms and Conditions to "principal" in respect of the Notes shall be deemed to include, as applicable: the Current Principal Amount (as defined in § 1 (6)); and the Redemption Amount of the Notes (as defined in § 5 (8)). References in these Terms and Conditions to "distributions" 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 AND WRITE-DOWN

(1) *No Scheduled Maturity.* The Notes are perpetual and have no scheduled maturity date and shall not fall due for redemption except in the cases provided for in § 5 (3), § 5 (4), § 5 (5) or § 5 (6) (in each case in connection with § 5(7)) or (subject always to the ranking of the Issuer's obligations under the Notes set forth in § 2) in the event of insolvency proceedings (*Konkursverfahren*) or the liquidation of the Issuer.

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

For the avoidance of doubt and without limiting the generality of the foregoing, the Holders shall have no right to terminate or otherwise accelerate the redemption of the Notes if the Resolution Authority writes down the obligations of the Issuer under the Notes, converts them into shares or other instruments of ownership of the Issuer, in each case in whole or in part, or applies any other resolution measure as described in § 2(4) above.

(3) *Redemption at the Option of the Issuer*. The Issuer may, upon giving not less than 15 Business Days' and not more than 45 Business Days' prior notice in accordance with § 5 (8), redeem, on any of the Optional Redemption Dates (as defined below), all but not some only of the Notes at the Redemption Amount together with distributions, if any, accrued on the Current Principal Amount to

but excluding the Optional Redemption Date specified in the notice (which must be a Business Day), subject to cancellation of distributions pursuant to § 3 (6).

Any such redemption pursuant to this § 5 (3) shall only be possible if the conditions to redemption and repurchase set out in § 5 (7) are met.

"**Optional Redemption Date**" means:

(i) each Business Day during the period from and including 15 April 2032 to but excluding the First Reset Date; and

(ii) the First Reset Date; and

(iii) each Distribution Payment Date following the First Reset Date.

The Issuer may exercise its redemption right pursuant to this § 5 (3) and redeem the Notes on an Optional Redemption Date only if the Current Principal Amount of each Note is equal to its Original Principal Amount.

(4) *Redemption for Reasons of Taxation*. If a Tax Event occurs, the Issuer may at any time, upon giving not less than 15 Business Days' and not more than 45 Business Days' prior notice in accordance with § 5 (8), redeem, on the date of redemption specified in the notice, all but not some only of the Notes at the Redemption Amount together with distributions, if any, accrued on the Current Principal Amount to but excluding the date of redemption specified in the notice (which must be a Business Day), subject to cancellation of distributions pursuant to § 3 (6).

Any such redemption pursuant to this § 5 (4) shall only be possible if the conditions to redemption and repurchase set out in § 5 (7) are met.

Where:

A "**Tax Event**" occurs if there is a Tax Law Change as a result of which the applicable tax treatment of the Notes changes and:

(i) the Issuer has paid, or will or would on the next Distribution Payment Date be required to pay, any Additional Amounts pursuant to § 7 (1); or

(ii) the Issuer, in computing its taxation liabilities in the Republic of Austria, would not be entitled to claim a deduction in respect of distributions paid on the Notes, or such deductibility is reduced below the deductible amount at the date of issuance of the Notes,

in each case which cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate.

"**Tax Law Change**" means any change in, or an amendment to, or clarification of, the laws or regulations of the Republic of Austria or of any political subdivision or taxing authority of or in the Republic of Austria, 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.

(5) *Redemption for Regulatory Reasons*. If a Regulatory Event occurs, the Issuer may at any time, upon giving not less than 15 Business Days' and not more than 45 Business Days' prior notice in accordance with § 5 (8), redeem, on the date of redemption specified in the notice, all but not some only of the Notes at the Redemption Amount together with distributions, if any, accrued on the Current Principal Amount to but excluding the date of redemption specified in the notice (which must be a Business Day), subject to cancellation of distributions pursuant to § 3 (6) and § 5 (9) (a)(v).

Any such redemption pursuant to this § 5 (5) shall only be possible if the conditions to redemption and repurchase set out in § 5 (7) are met.

A "**Regulatory Event**" occurs if there is a change in the regulatory classification of the Notes under the Applicable Supervisory Regulations that would be likely to result in their exclusion in full or in part from own funds (other than as a consequence of a Write-down) or reclassification as a lower quality form of own funds (in each case, on an individual basis of the Issuer and/or on a consolidated basis of the Erste Regulatory Group).

(6) *Early Redemption for Minimal Outstanding Aggregate Principal Amount*. The Issuer may at any time, upon giving not less than 15 Business Days' and not more than 45 Business Days' prior notice in accordance with § 5 (8), redeem, on the date of redemption specified in the notice, all but not some only of the Notes at the Redemption Amount together with distributions, if any, accrued on the Current Principal Amount to but excluding the date of redemption specified in the notice (which must be a Business Day), subject to cancellation of distributions pursuant to § 3 (6), if at any time the number of Notes outstanding (calculated by dividing the aggregate Current Principal Amount of the Notes outstanding and held by persons other than the Issuer and its subsidiaries by the Current Principal Amount) has fallen to 25 *per cent*. or less of the number of Notes originally issued (calculated by dividing the aggregate principal amount of Notes (including any Notes additionally issued in accordance with § 9 (1)) originally issued by the Original Principal Amount).

Any such early redemption pursuant to this § 5 (6) shall only be possible if the conditions to redemption and repurchase set out in § 5 (7) are met.

(7) *Conditions to Redemption and Repurchase*. Any redemption pursuant to this § 5 and any repurchase pursuant to § 9 (2) is subject to:

(a) the Competent Authority having granted the Issuer the prior permission in accordance with Articles 77, 78 CRR for such redemption or any repurchase pursuant to § 9 (2), 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 redemption or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the CRD, the CRR and the BRRD by a margin that the Competent Authority considers necessary; and

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

(i) in the case of any redemption due to a Tax Event 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

(ii) in the case of any redemption due to a Regulatory Event pursuant to § 5 (5), 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

(iii) in the case of any redemption of the Notes in circumstances other than those described in clause (a)(i) or (ii) or any repurchase, the Issuer, earlier than or at the same time as the 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 redemption or the 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 redemption or repurchase, the prevailing Applicable Supervisory Regulations permit the 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.

(8) *Redemption Notice; Redemption Amount.* Any notice of redemption in accordance with § 5 (3), § 5 (4), § 5 (5) or § 5 (6) shall be given by the Issuer to the Holders in accordance with § 10. Such notice shall be irrevocable and shall specify:

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

(b) in the case of a notice of redemption in accordance with § 5 (3), the Optional Redemption Date on which the Issuer will redeem the Notes or, in the case of a notice of redemption in accordance with § 5 (4), § 5 (5) or § 5 (6), the date, fixed for redemption;

(c) the Redemption Amount at which the Notes are to be redeemed; and

(d) in the case of a notice of redemption in accordance with § 5 (4), § 5 (5) or § 5 (6), the reason for such call and redemption.

"**Redemption Amount**" per Note means the Current Principal Amount per Note.

Any notice of redemption in accordance with § 5 (3), § 5 (4), § 5 (5) or § 5 (6) and this § 5 (8) will be subject to § 5 (9) (b).

(9) *Write-down*.

(a) If a Trigger Event (as defined below) has occurred:

(i) the Issuer will immediately inform the Competent Authority that the Trigger Event has occurred;

(ii) the Issuer will determine the Write-down Amount (as defined below) as soon as possible, but in any case within a maximum period of one month (or such shorter period as the Competent Authority may require) following the determination that a Trigger Event has occurred;

(iii) the Issuer will without undue delay notify (A) the Competent Authority; (B) the Fiscal Agent and the Calculation Agent; (C) 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 (D) the Holders by publishing a notice (such notice a "**Write-down Notice**") in accordance with § 10: of the Write-down (as defined below), the Write-down Amount, the new/reduced Current Principal Amount of each Note and the Write-down Effective Date (as defined below);

(iv) unpaid distributions accrued on the Current Principal Amount to but excluding the Write-down Effective Date will be cancelled in accordance with § 3 (6) (c); and

(v) the Issuer will (without the need for the consent of Holders) write down the Notes *pro rata* with all of the Issuer's other Loss Absorbing AT 1 Instruments (as defined below) and reduce the Current Principal Amount of each Note by the relevant Write-down Amount (such reduction being referred to as a "**Write-down**" and "**Written-down**" being construed accordingly) with effect as from the Write-down Effective Date.

Whether a Trigger Event has occurred shall be determined by the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority, and such determination will be binding on the Holders.

For the purposes of determining whether a Trigger Event has occurred, the Group CET 1 Capital Ratio (as defined below) and/or the Issuer CET 1 Capital Ratio (as defined below) may be calculated at any time based on information (whether or not published) available to the Issuer or the Erste Regulatory Group (as applicable), including information internally reported within the Issuer pursuant to its procedures for monitoring the Group CET 1 Capital Ratio and/or the Issuer CET 1 Capital Ratio.

For the avoidance of doubt: A Trigger Event may be determined at any time and may occur on more than one occasion, each Note may be subject to a Write-down on more than one occasion, provided however, that the Current Principal Amount of a Note may never be reduced to below EUR 0.01.

For the avoidance of doubt: The occurrence of a Trigger Event shall not entitle the Holders to call the Notes for redemption and shall not constitute a default of the Issuer.

Any failure or delay to give the notice pursuant to § 5 (9) (a)(i) and/or the Write-down Notice will not affect the effectiveness of, or otherwise invalidate, any Write-down. Any such notice which has not been given shall be given without undue delay.

(b) The Issuer shall not give a notice of redemption after a Trigger Event has occurred until the Write-down has been effected in respect of the relevant Trigger Event.

In addition, if a Trigger Event occurs after a notice of redemption but before the date on which such redemption becomes effective, the notice of redemption shall automatically be deemed revoked and shall be null and void and the relevant redemption shall not be made, and the rights and obligations in respect of the Notes shall remain unchanged.

(c) *Definitions.* In these Terms and Conditions:

"**Group CET 1 Capital Ratio**" means the Common Equity Tier 1 capital ratio pursuant to Article 92(2)(a) CRR of the Erste Regulatory Group on a consolidated basis, as calculated in accordance with the Applicable Supervisory Regulations.

"**Issuer CET 1 Capital Ratio**" means the Common Equity Tier 1 capital ratio pursuant to Article 92(2)(a) CRR of the Issuer on an individual basis, as calculated in accordance with the Applicable Supervisory Regulations.

"**Loss Absorbing AT 1 Instrument**" means, at any time, any AT 1 Instrument (other than the Notes) that may have all or some of its current principal amount written down (whether on a permanent or temporary basis) or converted into Common Equity Tier 1 instruments (in each case, in accordance with its terms or otherwise) on the occurrence or as a result of the Group CET 1 Capital Ratio and/or the Issuer CET 1 Capital Ratio falling below a certain trigger level.

"**Minimum Trigger Level**" means in respect of: (i) the Group CET 1 Capital Ratio 5.125 *per cent.*; and/or (ii) the Issuer CET 1 Capital Ratio 5.125 *per cent.*

"**Required Loss Absorption Amount**" means the amount by which, upon the occurrence of a Trigger Event, a Write-down of the Current Principal Amount of a Note (in conjunction with the concurrent Write-down of the other Notes) shall be effected *pro rata* with the aggregate (current) principal amount of any other Loss Absorbing AT 1 Instruments the trigger events for a write-down or conversion (loss absorption) of which pursuant to their terms have occurred and whose minimum trigger levels have not been restored, irrespective of the opening of any insolvency proceedings. For such purpose, the total amount of the write-downs to be allocated *pro rata* shall be equal to the amount required to fully restore or maintain the Issuer CET 1 Capital Ratio and/or the Group CET 1 Capital Ratio to at least the Minimum Trigger Level, as applicable, but shall not exceed the sum of the current principal amounts of Loss Absorbing AT 1 Instruments the trigger events for a write-down or conversion of which pursuant to their terms have occurred, the minimum trigger levels of which have not been restored and which are outstanding at the time of occurrence of the Trigger Event.

To the extent the write-down (or write-off) or conversion into Common Equity Tier 1 instruments of any other Loss Absorbing AT 1 Instrument whose trigger events for a write-down or conversion pursuant to their terms have occurred is not, or within one month (or such shorter period as the Competent Authority may require) from the determination that the relevant trigger event has occurred will not be, effective for any reason:

(i) the ineffectiveness of any such write-down (or write-off) or conversion into Common Equity Tier 1 instruments shall not prejudice the requirement to effect a Write-down of the Notes (loss absorption); and

(ii) the write-down (or write-off) or conversion into Common Equity Tier 1 instruments of any other Loss Absorbing AT 1 Instrument whose trigger events for a write-down or conversion pursuant to their terms have occurred which is not, or within one month (or such shorter period as the Competent Authority may require) from the determination that the relevant Trigger Event has occurred will not be, effective shall not be taken into account in determining such Write-down of the Notes.

Any other Loss Absorbing AT 1 Instrument that may be written down or converted in full but not in part will, for the purposes of determining the relevant Write-down Amounts, be treated as if its terms permit a partial write-down or conversion.

A "**Trigger Event**" occurs if, at any time, (i) the Group CET 1 Capital Ratio; and/or (ii) the Issuer CET 1 Capital Ratio is lower than the applicable Minimum Trigger Level. The Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority shall determine whether a Trigger Event has occurred at any time.

"**Write-down Amount**" per Note means the amount by which the Current Principal Amount per Note is to be Written-down on a Write-down Effective Date, being the lower of (i) the *pro rata* share of the Note in the Required Loss Absorption Amount; and (ii) the amount necessary to reduce the Current Principal Amount to EUR 0.01.

"**Write-down Effective Date**" means the date on which the Write-down will take effect, being no later than one month (or such shorter period as the Competent Authority may require) following the occurrence of the relevant Trigger Event.

(d) Any Write-down of a Note pursuant to this § 5 (9) shall not constitute a default by the Issuer for any purpose, and the Holders shall have no right to claim for amounts Written-down, whether in the insolvency or liquidation of the Issuer or otherwise, save to the extent (if any) such amounts are subject to a Write-up in accordance with § 5 (10).

(10) *Write-up*.

(a) The Issuer may, at its sole discretion, effect a reversal of a Write-down by writing up, in any financial years of the Issuer subsequent to the occurrence of such Write-down, the Current Principal Amount in whole or in part up to a maximum of the Original Principal Amount (a "**Write-up**"), provided that a positive Profit has been recorded for each of the Issuer and the Erste Regulatory Group, and subject to the below limitations. There will be no obligation for the Issuer to operate or accelerate a Write-up under any specific circumstances.

If the Issuer so decides in its sole discretion, the Write-up will occur with effect as of the Write-up Effective Date (as defined below) (including).

(b) At its discretion (without being obliged to) the Issuer may effect such Write-up provided that:

(i) at the time of the Write-up, there must not exist any Trigger Event that is continuing; any Write-up is also excluded if such Write-up would give rise to the occurrence of a Trigger Event;

(ii) such Write-up is applied on a pro rata basis to all Notes and *pari passu* with write-ups of other Loss Absorbing Written-down Instruments; and

(iii) the sum of: (x) the aggregate amount attributed to the relevant Write-up of the Notes and the aggregate increase in the current principal amounts of Loss Absorbing Written-down Instruments resulting from any previous Write-up since the end of the then previous financial year; and (y) the aggregate amount of any distribution and any Additional Amounts thereon paid on the aggregate Current Principal Amount of the Notes and the aggregate amount of any distribution and any additional amounts thereon paid on Loss Absorbing Written-down Instruments as calculated at the moment the Write-up is operated will not exceed the Maximum Write-up Amount at any time after the end of the then previous financial year.

(c) The amount of any Write-up shall be subject to the restrictions relating to any applicable Maximum Distributable Amount and to any other restriction operating as maximum distributable amount as described in § 3 (6) (b)(iv)(D), as at the time of the Write-up.

For the avoidance of doubt, a Write-up of the Notes may occur on one or more occasions until the Current Principal Amount equals the Original Principal Amount. Write-ups do not have priority over dividend payments and other distributions on shares and other CET 1 Instruments, i.e. such payments and distributions are permitted even if no full Write-up of the Notes has been effected.

(d) If the Issuer elects to effect a Write-up, it will publish a notice about the Write-up (including the amount of the Write-up as a percentage of the Original Principal Amount and the Distribution Payment Date (falling after the end of the financial year of the Issuer for which the relevant Profit was determined) on which the Write-up becomes effective (in each case a "**Write-up Effective Date**")) no later than 10 calendar days prior to the relevant Write-up Effective Date to the Fiscal Agent and, in accordance with § 10, to the Holders. The Write-up shall be deemed to be effected, and the Current Principal Amount shall be deemed to be increased by the amount specified in the notice to the Holders is given in accordance with § 10, with effect as of the Write-up Effective Date.

(e) In this § 5 (10):

"**Maximum Write-up Amount**" means the lower of:

(i) the consolidated Profit multiplied by the sum of the aggregate Original Principal Amount of the Notes and the aggregate initial principal amount of all Loss Absorbing Written-down Instruments of the Erste Regulatory Group (for the avoidance of doubt, before any write-down), and divided by the total Tier 1 capital pursuant to Article 25 CRR of the Erste Regulatory Group as at the date the relevant Write-up is operated; and

(ii) the Profit on an unconsolidated basis multiplied by the sum of the aggregate Original Principal Amount of the Notes and the aggregate initial principal amount of all Loss Absorbing Written-down Instruments of the Issuer (for the avoidance of doubt, before any write-down), and divided by the total Tier 1 capital pursuant to Article 25 CRR of the Issuer as at the date the relevant Write-up is operated;

or any higher or lower amount permitted to be used under the Applicable Supervisory Regulations in effect on the date of the relevant Write-up.

"**Loss Absorbing Written-down Instrument**" means any Loss Absorbing AT 1 Instrument (as defined in § 5 (9)) that has had all or some of its principal amount written-down on a temporary basis, and that has terms permitting a principal write-up to occur on a basis similar to that provided herein in the circumstances existing on the date of the Write-up of the Notes.

"**Profit**" means: (i) the net income for the year (*Jahresüberschuss*) of the Issuer on an unconsolidated basis recorded in the Relevant Financial Statements; or (ii) the consolidated net income for the year (*Jahresüberschuss*) on a consolidated basis recorded in the consolidated financial statements of the Erste Regulatory Group, in each case after such Relevant Financial Statements or consolidated financial statements have formally been determined (*festgestellt*) by either the supervisory board (*Aufsichtsrat*) or, if so requested, the shareholders' meeting (*Hauptversammlung*) of the Issuer.

§ 6
FISCAL AGENT, PAYING AGENT AND CALCULATION AGENT

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

"**Fiscal Agent**" and "**Principal Paying Agent**":

Erste Group Bank AG
Am Belvedere 1
1100 Vienna
Austria

"**Calculation 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.

The Fiscal Agent, the Paying Agent(s) and the Calculation Agent reserve the right at any time to change their respective specified office to some other specified office in the same country.

(2) *Variation or Termination of Appointment*. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent, additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain (i) a Fiscal Agent, (ii) so long as the Notes are listed on a stock exchange at the initiative of the Issuer, a Paying Agent (which may be the Fiscal Agent) with a specified office in such place as may be required by the rules of such stock exchange or its

supervisory authorities, and (iii) 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 Fiscal Agent, the Paying Agents 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 Fiscal Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents, the Calculation Agent and the Holders and, in the absence of the aforesaid, no liability to the Issuer, the Paying Agents, the Calculation Agent or the Holders shall attach to the Fiscal 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(4), § 6(3) and (4) shall apply *mutatis mutandis* to the Independent Advisor.

§ 7
TAXATION

(1) *General Taxation.* All payments of principal and distributions 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 levy Taxes, 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 distributions 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, provided however that any such Additional Amounts are only payable to the Holder and to the extent they: (i) would not exceed the Distributable Items; and (ii) only relate to withholding tax applicable to distributions to be withheld or deducted by or on behalf of the Issuer. 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 it having some connection with the Issuer's country of domicile for tax purposes 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 distributions) upon the relevant due date.

§ 9
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 date of issuance, issue price, Distribution Commencement Date and/or first Distribution 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 (7) are met, the Issuer and any of its Subsidiaries may repurchase Notes in the open market or otherwise. 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 Fiscal Agent for cancellation.

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

§ 10
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).

(2) *Notification to Clearing System*. If the publication of notices pursuant to § 10 (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 § 10 (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 validly given to the Holders on the seventh calendar day after the calendar day on which said notice was delivered to the Clearing System.

§ 11
HOLDERS' 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 AT 1 Instruments (including, for the avoidance of doubt, where relevant, the conditions to redemption and repurchase set out in § 5 (7)), the Holders may agree with the Issuer on amendments to 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) reduction or exclusion of distribution payments;

(b) reduction of the principal amount;

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

(d) changes in the currency of the Notes; and

(e) substitution of the Issuer.

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 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.

(3) *Convening a Holders' 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 § 10.

(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 (as defined in § 1 (6)) 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 added items be published for resolution. Such added 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 countermotions 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 to these Terms and Conditions, in particular consents to the measures set out in § 11 (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 these 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 § 11 (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. § 11 (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 § 11 (15)) has convened the vote, by the Joint Representative (the "**Chairperson**").

(12) *Voting, Minutes*. The provisions of the Austrian Stock Corporation Act (*Aktiengesetz – AktG*) 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 § 10. 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 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.

§ 12
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).

(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 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 specified in clauses (a) and (b). 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.

PART B – OTHER INFORMATION

ESSENTIAL INFORMATION

Interests of Natural and Legal Persons involved in the Issue or the Offering

☒ Save for the fees payable to 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

Estimated net amount of the proceeds	EUR 993,000,000

INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

Securities Codes

☒	ISIN	AT0000A3M597
☒	Common Code	307712679
☒	German Security Code (WKN)	EB09ZU
☐	Any Other Security Code	

Issue Yield	6.478 per cent. *per annum* until the First Reset Date (in case there is no early redemption).
Issue charge	Not applicable
Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relating to these forms of representation[1]	Not applicable
Resolutions, authorisations and approvals by virtue of which the Notes will be created and/or issued	The issue of the Notes was authorised pursuant to the framework decision of the Issuer's management board dated 4 December 2024 and the decision dated 12 May 2025 and the framework decision of the Issuer's supervisory board dated 12 December 2024.

PLACING AND UNDERWRITING

Method of Distribution

☐ Non-Syndicated

☒ Syndicated

1 Specify further details in case a Joint Representative will be appointed pursuant to § 11 of the Terms and Conditions of the Notes.

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

Managers	**Joint Lead Managers** **Barclays Bank Ireland PLC** One Molesworth Street Dublin 2 D02 RF29 Ireland **BNP PARIBAS** 16, boulevard des Italiens 75009 Paris France **BofA Securities Europe SA** 51 rue La Boétie 75008 Paris France **Erste Group Bank AG** Am Belvedere 1 1100 Vienna Austria **HSBC Continental Europe** 38, avenue Kléber 75116 Paris France **NATIXIS** 7, promenade Germaine Sablon 75013 Paris France **UBS Europe SE** Bockenheimer Landstraße 2-4 60306 Frankfurt am Main Federal Republic of Germany

☐ Firm Commitment

☒ Without Firm Commitment

Stabilisation Manager	NATIXIS

LISTING, ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Listing	Yes

☒ Vienna - Official Market

☐ Qualified Investor Segment

Expected Date of Admission	On or about 20 May 2025
Estimate of the total expenses related to the admission to trading	EUR 1,900

ADDITIONAL INFORMATION

Rating

It is expected that the Notes will be rated as follows: Standard and Poor's: BBB-

"**Standard and Poor's**" means S&P Global Ratings Europe Limited, which is established in the European Union and is registered (pursuant to the current list of registered and certified credit rating agencies published on the website of the European Securities and Markets Authority ("www .esma.europa.eu")) pursuant to Regulation (EC) No 1060/2009, as amended, or has applied for registration.

Additional Selling Restrictions Not applicable

Third Party Information

The rating set out above has been extracted from the website of Standard and Poor's. The Issuer confirms that such information has been accurately reproduced and that, as far as it is aware and is able to ascertain from information published by Standard and Poor's, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Statement on benchmarks according to Article 29 (2) of the Benchmarks Regulation:

The amounts payable under the Notes are calculated by reference to ICESWAP2, which is provided by ICE Benchmark Administration Limited. As at the date of these Final Terms, ICE Benchmark Administration Limited is not 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.

As far as the Issuer is aware, ICE Benchmark Administration Limited does not fall within the scope of the Regulation (EU) 2016/1011 by virtue of Article 2 of that regulation and/or the transitional provisions in Article 51 of the Regulation (EU) 2016/1011 apply, such that ICE Benchmark Administration Limited is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

Signed on behalf of the Issuer

By:

Duly authorised

By:

Duly authorised