

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

25.04.2024

Final Terms

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

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

3,10% ERSTE Fixzins-Anleihe (II) 24-27 (the "Notes")

issued pursuant to the

Debt Issuance Programme

of

Erste Group Bank AG

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

Issue Date: 31.05.2024¹

Series No.: 1914

Tranche No.: 1

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

IMPORTANT NOTICE

These Final Terms have been prepared for the purpose of Article 8 of the Regulation (EU) 2017/1129, as amended and must be read in conjunction with the base prospectus consisting of separate documents (i.e. (i) the securities note dated 18 March 2024 and its supplements (if any) (the "**Securities Note**") and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 7 June 2023, and its supplements (if any) (the "**Registration Document**") (the "**Prospectus**") pertaining to the Debt Issuance Programme (the "**Programme**"). The Prospectus and any supplements thereto are available for viewing in electronic form on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)"). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. A summary of this issue is annexed to these Final Terms.

Warning: The Prospectus dated 18 March 2024 is expected to be valid until 19 March 2025. Thereafter the Issuer intends to publish an updated and approved Prospectus on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)") and from that point in time, the Final Terms must be read in conjunction with the new Prospectus.

PART A. - TERMS AND CONDITIONS

I. ESSENTIAL INFORMATION RELATING TO THE PRODUCT

Product (Option)

The Notes are Notes with a fixed interest rate - Option I.

II. CONDITIONS

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

§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

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

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

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

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

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

(6) *Certain Definitions.*

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

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

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

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

"**Competent Authority**" means the competent authority pursuant to Article 4(1)(40) CRR and/or Article 9(1) SSM Regulation, in each case, which is responsible to supervise the Issuer on an individual basis and/or

(sub-) consolidated basis.

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

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

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

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

- (i) Article 45 of the BRRD, as amended, and any applicable national law implementing the BRRD, as amended; or
- (ii) Article 12 of the Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, as amended,

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

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

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

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

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

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

§ 2 STATUS

(1) *Status*. The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and are intended to qualify as eligible liabilities instruments (within the meaning of point (a) of Article 72a(1) and Article 72b CRR with the exception of point (d) of Article 72b(2) CRR) of the Issuer for the MREL Requirement. In the event of insolvency proceedings (*Konkursverfahren*) or the liquidation of the Issuer, the obligations of the Issuer under the Notes:

(a) rank *pari passu* (i) among themselves and (ii) (subject to any applicable statutory exceptions and without prejudice to the aforesaid) with all other present or future unsecured and unsubordinated obligations of the Issuer which rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes;

(b) rank senior to all present or future obligations under (i) Non-Preferred Senior Instruments and any obligations of the Issuer that rank *pari passu* with Non-Preferred Senior Instruments and (ii) all subordinated obligations of the Issuer; and

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

Where:

"Issuer's Senior Ranking Obligations" means all obligations of the Issuer which pursuant to mandatory provisions of law, rank senior to the obligations of the Issuer under the Notes.

"Non-Preferred Senior Instruments" means any obligations of the Issuer which fall or are expressed to fall within the category of obligations described in § 131(3) no. 1 to no. 3 BaSAG implementing Article 108(2) BRRD and any other obligations of the Issuer which, to the extent permitted by Austrian law, rank or are expressed to rank *pari passu* with the Non-Preferred Senior Instruments of the Issuer.

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

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

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

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

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their outstanding aggregate principal amount at the rate of 3.10 per cent. *per annum* from, and including, 31.05.2024 (the **"Interest Commencement Date"**) to, but excluding, the Maturity Date (as defined in § 5 (1)).

Interest on the Notes shall be payable annually in arrear on 31.05. in each year (each such date, an **"Interest Payment Date"**), commencing on 31.05.2025 and ending on 31.05.2027. Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 (3).

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

(2) *Default Interest.* The Notes shall cease to bear interest from the expiry of the calendar day preceding the due date for redemption. If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for redemption to, but excluding, the date of actual redemption of the Notes at the respective rate of interest specified. This does not affect any additional rights that might be available to the Holders.

(3) *Calculation of Interest Amount.* If the amount of interest payable under the Notes is required to be calculated for any period of time such amount of interest shall be calculated by applying the rate of interest to the Specified Denomination, multiplying such sum 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.

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

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

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

Where:

"DCF" means Day Count Fraction;

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day included in the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless that number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.

§ 4 PAYMENTS

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

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

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

(3) *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 below), 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 Interest Period shall not be adjusted accordingly).

"**Business Day**" means a calendar day (other than a Saturday or a Sunday) on which the real time gross settlement system operated by the Eurosystem or any successor system ("**T2**") is open.

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

§ 5 REDEMPTION

(1) *Redemption on the Maturity Date.* Unless previously redeemed in whole or in part or repurchased and cancelled, and subject to adjustment in accordance with the provisions set out in § 4 (3), the Notes shall be redeemed at their Final Redemption Amount on 31.05.2027 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be the product of the Redemption Price and the Specified Denomination. The "**Redemption Price**" is 100.00 per cent.

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

(3) *Early Redemption for Regulatory Reasons.*

(a) The Issuer may at any time, upon giving not less than 15 Business Days and not more than 45 Business Days prior notice in accordance with § 5 (3) (b), redeem on the date fixed for redemption, all but not some only of the Notes at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption if, as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Republic of Austria or their interpretation, the Notes do no longer comply with the MREL Requirement, except where such non-compliance would only be based on the remaining maturity of the Notes being less than the period prescribed in Article 72c(1) CRR or any applicable limits on the amount of eligible liabilities instruments being exceeded.

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

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

notice shall be irrevocable and shall specify:

- (i) the series of Notes subject to redemption, including the securities codes;
- (ii) the date on which the Issuer will redeem the Notes; and
- (iii) the reason for such call and redemption.

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

(a) The Issuer may, upon giving not less than 15 Business Days' and not more than 45 Business Days prior notice in accordance with § 5 (4) (b), redeem all but not some only of the Notes at any time at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption if the Issuer has or will become obliged to pay Additional Amounts pursuant to § 7 (1) as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes is issued, and such amendment or change has been evidenced by the delivery by the Issuer to the Paying Agent (who shall accept such certificate and opinion as sufficient evidence thereof) of (i) a certificate signed by two authorised representatives of the Issuer on behalf of the Issuer stating that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal or tax advisers of recognised reputation to the effect that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due. No such notice of redemption shall be given if at the time such notice takes effect, the obligation to pay such Additional Amounts does not remain in effect.

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

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

- (i) the series of Notes subject to redemption, including the securities codes;
- (ii) the date on which the Issuer will redeem the Notes; and
- (iii) the reason for such call and redemption.

(5) *Conditions to Redemption and Repurchase.* Any early redemption pursuant to this § 5 and any repurchase pursuant to § 10 (2) are subject to the Resolution Authority having granted the Issuer the prior permission in accordance with Articles 77 et seq CRR or any successor provision for the early redemption or the repurchase, whereas such permission may, inter alia, require that either

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

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

(c) the Issuer has demonstrated to the satisfaction of the Resolution Authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the CRR and CRD for continuing authorisation.

In the case of any early redemption pursuant to § 5 (4) such permission may further require that the Issuer has demonstrated to the satisfaction of the Resolution Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the date of issuance of the Notes.

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

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

§ 6 PAYING AGENT

(1) *Appointment; Specified Offices.* The initial Principal Paying Agent and its initial specified office are:

Principal Paying Agent:

Erste Group Bank AG
Am Belvedere 1
1100 Vienna
Austria

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

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

(3) *Agents of the Issuer.* The Paying Agent acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

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

§ 7 TAXATION

(1) *Gross-up.* All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the Republic of Austria or by any authority therein or thereof having power to 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 interest in respect of the Notes, the Issuer shall pay such additional amounts (the "**Additional Amounts**") to the Holder as shall result in receipt by that Holder of such amounts as would have been received by the Holder had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note:

- (a) which are payable to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Note by reason of it having some connection with the Republic of Austria other than the mere holding of the Note; or
- (b) in respect of any Taxes which are to be withheld or deducted pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty, agreement or understanding relating to such taxation and to which the Issuer's country of domicile for tax purposes or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty, agreement or understanding; or
- (c) in respect of any Taxes which are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of interest made by it.

(2) *U.S. Foreign Account Tax Compliance Act (FATCA).* The Issuer is authorised to withhold or deduct from amounts payable under the Notes to a Holder or beneficial owner of Notes sufficient funds for the payment

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

§ 8 PRESCRIPTION

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

§ 9 NON-PAYMENT AND INSOLVENCY

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

- (a) default is made on the payment of interest or principal in respect of the Notes for a period of fifteen (15) calendar days (in the case of interest) or seven (7) calendar days (in the case of principal) from (and including) the relevant Interest Payment Date or Maturity Date; or
- (b) special receivership proceedings (*Geschäftsaufsichtsverfahren*) pursuant to the Austrian Banking Act (*Bankwesengesetz*) (or any other regulation applicable in the future) are commenced against the Issuer, or the Austrian Financial Market Authority (or any other authority competent for such matters in the future) institutes regulatory measures (*aufsichtsbehördliche Maßnahmen*) with the effect of a temporary moratorium or the Issuer shall be wound up or dissolved, otherwise than for the purposes of reconstruction, merger or amalgamation in which the successor entity assumes all the obligations of the Issuer with respect to the Notes.

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

§ 10 FURTHER ISSUES OF NOTES, REPURCHASES AND CANCELLATION

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

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

Where:

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

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

§ 11 NOTICES

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

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

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

§ 12 HOLDER'S MEETING, MODIFICATIONS AND WAIVER

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

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

- (a) changes in the due date or reduction or exclusion of interest payments;
- (b) changes in the due date of the principal amount;
- (c) reduction of the principal amount;
- (d) conversion or exchange of the Notes into shares, other securities or other promises of performance;
- (e) changes in the currency of the Notes;
- (f) substitution of the Issuer; and
- (g) amendments to or cancellation of ancillary conditions of the Notes.

Any amendments will not be made if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Notes as eligible liabilities or loss absorbing capacity instruments for the purposes of the Applicable Supervisory Regulations.

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

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

shall be published pursuant to § 11.

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

(6) *Agenda.* The convening party shall include in the agenda a proposed resolution for each subject on which the Holders' meeting is to pass a resolution. The agenda of the Holders' meeting shall be published together with the convening notice. No resolutions may be passed on agenda items that have not been published in the required manner. Holders who together hold 5 *per cent.* of the outstanding Notes may request that 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 counter motions announced by a Holder before the meeting.

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

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

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

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

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

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

(13) *Publication of Resolutions.* The Issuer shall publish the resolutions passed by the Holders in

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

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

(15) *Joint Representative.*

The Holders may by majority resolution appoint a joint representative (the "**Joint Representative**") to exercise the Holders' rights on behalf of each Holder.

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

§ 13 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

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

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

§ 14 LANGUAGE

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

PART B - OTHER INFORMATION

ESSENTIAL INFORMATION

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

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

Reasons for the Offer and use of Proceeds

See the section entitled "2.9 Reasons for the offer and use of proceeds from the sale of the Notes" in the Securities Note.

Estimated Net Proceeds

Not applicable

Estimated Total Expenses of the Issue

up to EUR 4,000

INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

Securities Codes

- ISIN AT0000A3CSU0
- German Security Code EB09XK
- Any Other Security Code

Information about the past and future performance of the underlying and its volatility Not applicable

Issue Yield

The minimum issue yield is 2.5740423 per cent. per annum in case there is no early redemption.

The yield is calculated in accordance with the ICMA (International Capital Market Association) method. The ICMA method determines the effective interest rate on notes by taking into account accrued interest on a daily basis.

Resolutions, authorisations and approvals by virtue of which the Notes will be created and/or issued

According to Overall Planning Approval of Management Board dated 30 November 2023 and Supervisory Board dated 14 December 2023

TERMS AND CONDITIONS OF THE OFFER

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

Conditions, to which the offer is subject

Not applicable

Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer

up to EUR 150,000,000

The time period, including any possible amendments, during which the offer will be open and description of the application process	The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering from 29.04.2024 respectively in the period from 03.05.2024 (the " Start of Subscription Period ") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.
	If the aggregate principal amount for the Notes indicated in the Final Terms has been reached prior to the end of the subscription period or offer period at any time on a business day, the Issuer will terminate the subscription period or offer period for the Notes at the relevant time on that business day without prior notice. If the Issuer has not received sufficient valid subscription applications for the Notes until the first value date of the tap issue, the Issuer reserves the right to cancel the tap issue of the Notes. The Issuer is not obliged to issue subscribed Notes.
A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants	Not applicable
Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest)	Minimum amount of application is EUR 50,000
Method and time limits for paying up the securities and for delivery of the securities	Payment of the Issue Price and delivery of the securities is made on the basis of the subscription agreement to be concluded between the investor and the Issuer in relation to the purchase of the Notes.
A full description of the manner and date in which results of the offer are to be made public	The results of the offer will be made public by the Issuer at the end of the subscription period, or in case of a tap issue immediately at the end of the offer, by notifying the OeKB CSD GmbH as common securities depository and the stock exchange on which the Notes are listed.
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised	Not applicable

Plan of Distribution and Allotment

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche. Not applicable

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made. The subscriber will be informed of the amount of securities allocated by way of booking such amount to its deposit account. Commencement of trading is not possible before the allocation of the Notes.

Pricing

An indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure. Issue Price of 100.00% which may be adjusted from time to time in accordance with the market price plus issue charge to the amount of up to 1.50%

Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser. Not applicable

PLACING AND UNDERWRITING

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

Method of Distribution

- Non-Syndicated
 Syndicated

Subscription Agreement

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

Details with regard to the Managers

Manager(s) Not applicable

- Firm Commitment
 Without Firm Commitment

Stabilisation Manager None

Commissions, Concessions and Estimated Total Expenses

- Management and Underwriting Commission
 Selling Concession Not applicable
 Other

Total Commission and Concession

Issue charge up to 1.50 per cent. of the Aggregate Principal Amount

LISTING, ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Listing Yes

- Frankfurt am Main
 - Regulated Market
 - Open Market
- Stuttgart
 - Regulated Market
 - Open Market
- Vienna - Official Market

Date of Admission on or around the Issue Date (as defined above)

Estimate of the total expenses related to the admission to trading Not applicable

All regulated markets or equivalent markets on which to the knowledge of the Issuer, notes of the same class as the Notes to be offered or admitted to trading are already admitted to trading Not applicable

Name and address of the entities which have committed themselves to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment Not applicable

ADDITIONAL INFORMATION

Ratings

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

Selling Restrictions

TEFRA

- TEFRA C

Additional Selling Restriction Not applicable.

Consent to the Use of the Prospectus

Offer period during which subsequent resale or final placement of the Notes by dealers and/or further financial intermediaries can be made For the duration of the validity of the Prospectus

Further conditions for the use of the Prospectus Not applicable

Listing

These Final Terms comprise the details required to list the issue of Notes described in these Final Terms pursuant to the Programme (as from 31.05.2024).

Signed on behalf of the Issuer

By:
Duly authorised

By:
Duly authorised

Issue specific summary	
1st Section - Introduction, containing warnings	
Warnings	
<p>This summary (the "Summary") should be read as an introduction to the base prospectus consisting of separate documents dated 18 March 2024 (the "Prospectus") in relation to the Debt Issuance Programme (the "Programme") of Erste Group Bank AG (the "Issuer"). Any decision to invest in the notes (the "Notes") should be based on a consideration of the Prospectus as a whole by the investors, i.e. the securities note relating to the Programme dated 18 March 2024 as supplemented, the registration document of the Issuer dated 7 June 2023 as supplemented (the "Registration Document"), any information incorporated by reference into both of these documents, any supplements thereto and the final terms (the "Final Terms"). Investors should note that they could lose all or part of their invested capital.</p> <p>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investors might, under national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled this Summary including any translation thereof, but only where this Summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Notes.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>	
Introduction	
Name and securities identification number	3,10% ERSTE Fixzins-Anleihe (II) 24-27 ISIN: AT0000A3CSU0
Issuer	Erste Group Bank AG LEI: PQOH26KWDF7CG10L6792 Contact details: Am Belvedere 1, 1100 Vienna, Austria, Tel.: +43-50100-0
Competent authority	Austrian Financial Market Authority (Finanzmarktaufsichtsbehörde - FMA), Otto-Wagner-Platz 5, 1090 Vienna, Austria, Tel.: (+43-1) 249 59 0
Date of approval of the Prospectus	Final Terms dated 25 April 2024 Securities note dated 18 March 2024 Registration Document dated 7 June 2023
2nd Section - Key information on the Issuer	
Who is the Issuer of the Notes?	
Domicile, legal form, law of operation and country of incorporation	
<p>The Issuer is registered as a joint-stock corporation (<i>Aktiengesellschaft</i>) in the Austrian companies register (<i>Firmenbuch</i>) at the Vienna commercial court (<i>Handelsgericht Wien</i>) and has the registration number FN 33209 m. The Issuer's registered office is in Vienna, Republic of Austria. It operates under Austrian law.</p>	
Principal activities	
<p>The Issuer and its subsidiaries and participations taken as a whole (the "Erste Group") offer their customers a broad range of services that, depending on the particular market, includes deposit and current account products, mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring.</p>	
Major shareholders	
<p>As of the date of the Registration Document, DIE ERSTE österreichische Spar-Casse Privatstiftung ("ERSTE Stiftung") holds together with its partners to shareholder agreements approximately 24.30% share capital of the subscribed capital of the Issuer and is with 17.48% principal shareholder. ERSTE Stiftung is holding 5.58% of the share capital directly, the indirect participation of ERSTE Stiftung amounts to 11.90% of the share capital held by Sparkassen Beteiligungs GmbH & Co KG, which is an affiliated company of ERSTE Stiftung. 2.74% of the share capital are directly held by savings banks foundations acting together with ERSTE Stiftung. 4.08% are held by Wiener Städtische Versicherungsverein. The free float amounts to 75.70% (of which 61.15% were held by institutional investors, 6.62% by Austrian retail investors, 4.78% by BlackRock Inc., 2.23% by unidentified international institutional and private investors and 0.92% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending) (all numbers are rounded).</p>	
Identity of key managing directors	
<p>The members of the Issuer's management board as of the date of the Final Terms are:</p> <ul style="list-style-type: none"> • Willibald Cernko • Ingo Bleier • Stefan Dörfler • Alexandra Habeler-Drabek • David O'Mahony • Maurizio Poletto 	
Identity of statutory auditors	

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

What is the key financial information regarding the Issuer?

Income statement (in EUR million (rounded))

	31 December 2023 audited	31 December 2022 audited
Net interest income	7,227.9	5,950.6
Net fee and commission income	2,639.6	2,452.4
Impairment result from financial instruments	-127.8	-299.5
Net trading result	754.2	-778.6
Operating result	5,532.0	3,995.8
Net result attributable to owners of the parent	2,997.6	2,164.7

Balance sheet (in EUR million (rounded))

	31 December 2023 audited	31 December 2022 audited	Value as outcome from the most recent Supervisory Review and Evaluation Process (SREP)
Total assets	337,155	323,865	-
Senior debt (in issue)*	34,801	29,300	-
Subordinated debt (in issue)**	8,958	6,603	-
Loans and advances to customers	207,828	202,109	-
Deposits from customers	232,815	223,973	-
Total equity	28,502	25,305	-
Non-performing loans (based on net carrying amount / loans and receivables)	2.3%	2.0%	-
Common Equity Tier 1 capital (CET 1) ratio	15.7%	14.2%	11.9% (minimum requirement as of 31 December 2023)
Total Capital Ratio	19.9%	18.2%	16.2% (minimum requirement as of 31 December 2023)
Leverage Ratio	7.1%	6.6%	3.0% (minimum requirement pursuant to CRR applicable since 2021)

*) including covered bonds

**) including non-preferred senior notes

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

- Erste Group may in the future continue to experience deterioration in credit quality, particularly as a result of

financial crises or economic downturns.

- Changes in consumer protection laws as well as the application or interpretation of such laws might limit the fees and other pricing terms that Erste Group may charge for certain banking transactions and might allow consumers to claim back certain of those fees and interest already paid in the past.
- Erste Group's business entails several forms of operational risks.
- Erste Group is subject to the risk that liquidity may not be readily available.

3rd Section - Key information about the Notes

What are the main features of the Notes?

Type, class and ISIN

The Notes bear a fixed interest income throughout the entire term.

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

ISIN: AT0000A3CSU0 / WKN: EB09XK

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

The Notes are denominated in Euro (EUR) with a principal amount per Note of EUR 50,000 (the "**Specified Denomination**") and an aggregate principal amount of up to EUR 150,000,000. The Notes have a fixed term which ends at the latest on 31.05.2027 (the "**Maturity Date**"), subject to any early redemption rights or repurchase and cancellation by the Issuer.

Rights attached to the Notes

Interest Payments under the Notes

The Notes shall bear interest on their outstanding aggregate principal amount at the rate of 3.10 per cent. *per annum* from, and including, the Interest Commencement Date (as defined below) to, but excluding, the Maturity Date.

The "**Interest Commencement Date**" of the Notes is 31.05.2024.

Interest payment dates: on each 31.05.

Redemption of the Notes on the Maturity Date

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

Early redemption of the Notes

Early Redemption for Regulatory Reasons

The Notes (all but not some only) may at any time be redeemed upon giving notice of redemption to the Holders (which notice shall be irrevocable) within the specified notice period at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption if, as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Republic of Austria or their interpretation, the Notes do no longer comply with the MREL Requirement (as defined below), except where such non-compliance would only be based on the remaining maturity of the Notes being less than the period prescribed in Article 72c(1) CRR regulations or any applicable limits on the amount of eligible liabilities instruments being exceeded.

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

Early Redemption for Reasons of Taxation

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

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

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

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

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

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

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

Holders meeting, Modifications and Waiver

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

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

Non-Payment and Insolvency

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

Relative seniority of the Notes

The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and are intended to qualify as eligible liabilities instruments (within the meaning of point (a) of Article 72a(1) and Article 72b CRR with the exception of point (d) of Article 72b(2) CRR) of the Issuer for the MREL Requirement.. In the event of insolvency proceedings (Konkursverfahren) or the liquidation of the Issuer, the obligations of the Issuer under the Notes:

(a) rank *pari passu* (i) among themselves and (ii) (subject to any applicable statutory exceptions and without prejudice to the aforesaid) with all other present or future unsecured and unsubordinated obligations of the Issuer which rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes;

(b) rank senior to all present or future obligations under (i) Non-Preferred Senior Instruments and any obligations of the Issuer that rank *pari passu* with Non-Preferred Senior Instruments and (ii) all subordinated obligations of the Issuer; and

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

Where:

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

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

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

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

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

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

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

"**Issuer's Senior Ranking Obligations**" means all obligations of the Issuer which pursuant to mandatory provisions of law, rank senior to the obligations of the Issuer under the Notes.

"Non-Preferred Senior Instruments" means any obligations of the Issuer which fall or are expressed to fall within the category of obligations described in § 131(3) no. 1 to no. 3 BaSAG implementing Article 108(2) BRRD and any other obligations of the Issuer which, to the extent permitted by Austrian law, rank or are expressed to rank pari passu with the Non-Preferred Senior Instruments of the Issuer.

Restrictions on transferability

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

Where will the Notes be traded?

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

Application will be made for the Notes to be admitted to the Official Market (Amtlicher Handel) of the Vienna Stock Exchange (Wiener Börse).

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

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

- Holders are exposed to the risk that the market price of the Notes falls as a result of changes in the market interest rate.

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

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

Risk factors relating to Preferred Senior Notes

- Holders of the Notes are exposed to the risk of statutory loss absorption.
- In case of an insolvency of the Issuer, deposits and certain other claims have a higher ranking than claims of Holders under the Notes.
- The Notes may be redeemed by the Issuer prior to maturity for regulatory or tax reasons.

Risk factors relating to tax and legal matters

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

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

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

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

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

General terms, conditions and expected timetable of the offer

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

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

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

The issue date is 31.05.2024.

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering from 29.04.2024 respectively in the period from 03.05.2024 (the "Start of Subscription Period") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

If the aggregate principal amount for the Notes indicated in the Final Terms has been reached prior to the end of the subscription period or offer period at any time on a business day, the Issuer will terminate the subscription period or offer period for the Notes at the relevant time on that business day without prior notice. If the Issuer has not received sufficient valid subscription applications for the Notes until the first value date of the tap issue, the Issuer reserves the right to cancel the tap issue of the Notes. The Issuer is not obliged to issue subscribed Notes.

Estimated expenses charged to the investor

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

Why is the Prospectus being produced?

Use and estimated net amount of the proceeds

The issue of the Notes is part of the ordinary business activity of the Issuer and is undertaken solely for its general funding purposes and for making profit.

Date of the underwriting agreement

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

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

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

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

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

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

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

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

Sažetak za izdanje	
1. odjeljak – Uvod, s upozorenjima	
Upozorenja	
<p>Ovaj sažetak ("Sažetak") se treba tumačiti kao uvod u osnovni prospekt koji se sastoji od zasebnih dokumenata od 18. ožujka 2024. ("Prospekt") u vezi s Programom izdavanja obveznica ("Program") društva Erste Group Bank AG ("Izdavatelj"). Bilo koja odluka o ulaganju u obveznice ("Obveznice") treba biti temeljena na razmatranju Prospekta u cjelini od strane ulagatelja, tj. na razmatranju obavijesti o vrijednosnim papirima u vezi s Programom od 18. ožujka 2024., kako je dopunjen, registracijskog dokumenta Izdavatelja od 7. lipnja 2023. kako je dopunjen ("Registracijski dokument"), bilo kojih informacija uključenih referencom u oba ta dokumenta, bilo kojih dodataka njima i konačnih uvjeta ("Konačni uvjeti"). Ulagatelji bi trebali imati na umu da mogu izgubiti svoj cjelokupni uloženi kapital ili njegov dio.</p> <p>U slučaju kad je sudu podnesena tužba povezana s informacijama sadržanima u Prospektu, ulagatelji u svojstvu tužitelja će možda morati, na temelju nacionalnog zakonodavstva, snositi troškove prijevoda Prospekta prije pokretanja pravnog postupka.</p> <p>Građanskoopravnoj odgovornosti podliježu samo osobe koje su sastavile ovaj Sažetak, uključujući i bilo koji njegov prijevod, ali samo ako je Sažetak obmanjujući, netočan ili nedosljedan kada se čita zajedno s ostalim dijelovima Prospekta ili ako, kada se čita zajedno s ostalim dijelovima Prospekta, ne daje ključne informacije koje bi ulagateljima pomogle pri razmatranju hoće li ulagati u takve Obveznice.</p> <p>Pripremate se za kupnju proizvoda koji nije jednostavan i koji će možda biti teško razumjeti.</p>	
Uvod	
Naziv i identifikacijski broj vrijednosnih papira	3,10% ERSTE Fixzins-Anleihe (II) 24-27 ISIN: AT0000A3CSU0
Izdavatelj	Erste Group Bank AG Identifikator pravne osobe (LEI): PQOH26KWDF7CG10L6792 Podaci za kontakt: Am Belvedere 1, 1100 Beč, Austrija, Tel.: +43-50100-0
Nadležno tijelo	Austrijska agencija za nadzor financijskog tržišta (<i>Finanzmarktaufsichtsbehörde – FMA</i>), Otto-Wagner-Platz 5, 1090 Beč, Austrija, Tel.: (+43 -1) 249 59 0
Datum odobrenja Prospekta	Konačni uvjeti na dan 25. travnja 2024 Obavijest o vrijednosnim papirima od 18. ožujka 2024. Registracijski dokument od 7. lipnja 2023.
2. odjeljak – Ključne informacije o Izdavatelju	
Tko je Izdavatelj Obveznica?	
Sjedište, pravni oblik, pravo mjerodavno za poslovanje i država osnivanja	
Izdavatelj je upisan kao dioničko društvo (<i>Aktiengesellschaft</i>) u austrijskom registru trgovačkih društava (<i>Firmenbuch</i>) Trgovačkog suda u Beču (<i>Handelsgericht Wien</i>) pod brojem upisa FN 33209 m. Sjedište Izdavatelja je u Beču, Republika Austrija. Izdavatelj posluje u skladu s austrijskim pravom.	
Osnovne djelatnosti	
Izdavatelj i njegova društva kćeri i povezana društva, kao cjelina (" Erste Group "), svojim klijentima pružaju širok raspon usluga koje, ovisno o pojedinom tržištu, uključuju proizvode s depozitima i tekućim računima, hipoteke i potrošačko financiranje, ulaganje i financiranje obrtnog kapitala, privatno bankarstvo, investicijsko bankarstvo, upravljanje imovinom, projektno financiranje, financiranje međunarodne trgovine, trgovanje, leasing i factoring.	
Najveći dioničari	
Na datum Registracijskog dokumenta, društvo DIE ERSTE österreichische Spar-Casse Privatstiftung (" ERSTE Stiftung ") drži zajedno sa svojim sučlanovima dioničarskih ugovora otprilike 24,30% upisanog temeljnog kapitala Izdavatelja te je s 17,48% glavni dioničar. Društvo ERSTE Stiftung drži 5,58% temeljnog kapitala direktno, indirektno sudjelovanje društva ERSTE Stiftung iznosi 11,90% temeljnog kapitala koje drži društvo Sparkassen Beteiligungs GmbH & Co KG, koje je povezano društvo Erste Stiftung. 2,74% temeljnog kapitala direktno drže zaklade štednih banaka koje djeluju zajedno s društvom ERSTE Stiftung. 4,08% drži Wiener Städtische Versicherungsverein. U slobodnoj prodaji (<i>free float</i>) nalazi se 75,70% dionica (od čega su 61,15% držali institucionalni ulagači, 6,62% austrijski mali ulagači, 4,78% BlackRock Inc., 2,23% neidentificirani međunarodni institucionalni i privatni ulagači i 0,92% identificirana trgovina (uključujući održavatelje tržišta, usluge glavnog brokera, vlastito trgovanje, pozajmljivanje kolaterala i dionica) (sve brojke su zaokružene).	
Ključni generalni direktori	

Članovi uprave Izdavatelja na datum Konačnih uvjeta su sljedeći:

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

Ovlašteni revizori

Sparkassen-Prüfungsverband (ovlašteni revizor čija su dva trenutna direktora članovi Komore poreznih savjetnika i revizora (član "Kammer der Steuerberater:innen und Wirtschaftsprüfer:innen") na adresi Karl-Popper-Straße 2, Am Belvedere 10, 1100 Beč, Austrija i PwC Wirtschaftsprüfung GmbH (član "Kammer der Steuerberater:innen und Wirtschaftsprüfer:innen") na adresi DC Tower 1, Donau-City-Straße 7, 1220 Beč, Austrija.

Koje su ključne financijske informacije o Izdavatelju?

Račun dobiti i gubitka (u milijunima EUR (zaokruženi iznos))

	31. prosinca 2023. revidiran	31. prosinca 2022. revidiran
Neto prihod od kamata	7,227.9	5.950,6
Neto prihod od naknada i provizija	2,639.6	2.452,4
Rezultat umanjenja vrijednosti u vezi s financijskim instrumentima	-127.8	-299,5
Neto rezultat trgovanja	754.2	-778,6
Rezultat poslovanja	5,532.0	3.995,8
Neto rezultat koji se može pripisati vlasnicima matičnog društva	2,997.6	2.164,7

Bilanca (u milijunima EUR (zaokruženi iznos))

	31. prosinca 2023. revidirana	31. prosinca 2022. revidirana	Vrijednost kao ishod posljednjeg postupka nadzorne provjere i ocjene (SREP)
Ukupna imovina	337.155	323.865	-
Nadređeni dug (relevantni)*	34.801	29.300	-
Podređeni dug (relevantni)**	8.958	6.603	-
Kredit i predujmovi klijentima	207.828	202.109	-
Depoziti klijenata	232.815	223.973	-
Ukupni kapital	28.502	25.305	-

Loši krediti (na temelju neto knjigovodstvene vrijednosti / krediti i potraživanja)	2,3%	2,0%	-
Stopa redovnog osnovnog kapitala	15,7%	14,2%	11,9% (minimalni zahtjev na dan 31. prosinca 2023.)
Stopa ukupnog kapitala	19,9%	18,2%	16,2% (minimalni zahtjev na dan 31. prosinca 2023.)
Omjer financijske poluge	7,1%	6,6%	3,0% (minimalni zahtjev u skladu s CRR primjenjivim od 2021. godine)

*) uključujući pokriveno obveznice

***) uključujući nepovlaštene nadređene obveznice

Koji su ključni rizici specifični za Izdavatelja?

- Društvo Erste Group moglo bi se u budućnosti suočiti s padom svoje kreditne kvalitete, posebno kao posljedicom financijskih kriza ili gospodarskih padova.
- Poslovanje društva Erste Group uključuje nekoliko vrsta operativnih rizika.
- Društvo Erste Group je izloženo riziku da likvidnost nije lako dostupna.
- Promjene zakona o zaštiti potrošača, kao i primjena ili tumačenje tih zakona, mogu ograničiti naknade i druge uvjete određivanja cijene koje bi društvo Erste Group moglo naplatiti za određene bankovne transakcije i mogu omogućiti klijentima da traže povrat nekih od tih naknada i kamata koje su već platili u prošlosti.

3. odjeljak – Ključne informacije o Obveznicama

Koja su glavna obilježja Obveznica?

Vrsta, razred i ISIN

Obveznice donose fiksni prihod od kamata tijekom cijelog razdoblja.

Obveznice su dužnički instrumenti koji se izdaju tako da glase na donositelja, a predstavljene su digitalnom globalnom obveznicom.

Oblik i sadržaj Obveznica, kao i prava i obveze temeljem Obveznica, u svakom su pogledu uređeni zakonima Austrije.

ISIN: AT0000A3CSU0 / WKN: EBO9XK

Valuta, Iznos glavnice (vrijednost), broj izdanih Obveznica i trajanje Obveznica

Vrijednost Obveznica je izražena u eurima (EUR), pri čemu je iznos glavnice po Obveznici EUR 50.000 ("**Specificirana vrijednost**"), a ukupni iznos glavnice do EUR 150.000.000. Obveznice imaju fiksno trajanje najkasnije do 31.05.2027 ("**Datum dospjeća**"), podložno pravu na prijevremeni otkup ili nazad kupnju i otkaz od strane Izdavatelja.

Prava vezana za Obveznice

Isplate kamata temeljem Obveznica

Obveznice prinose kamate na njihovu dospjelu ukupnu glavicu po stopi od 3,10 posto *godišnje* od, i uključujući, Datum početka kamata (kako je definiran niže) do, ali isključujući, Datum Dospjeća.

"Datum početka kamata" u vezi Obveznica je 31.05.2024.

Datumi plaćanja kamata: svakog 31.05.

Otkup Obveznica na Datum dospijeca

Osим ako su prethodno otkupljene u cijelosti ili djelomično, ili su nazad kupljene i otkazane, te podložno korekciji, Obveznice će biti otkupljene njihovim Iznosom konačnog otkupa na Datum dospijeca. "**Iznos konačnog otkupa**" za svaku pojedinu Obveznicu je umnožak Otkupne cijene i Specificirane vrijednosti. "**Otkupna cijena**" je 100,00 posto.

Prijevremeni otkup Obveznica

Prijevremeni otkup zbog regulatornih razloga

Obveznice (sve, a ne samo neke) mogu u svako doba biti otkupljene po obavještanju Imatelja o otkupu (koja obavijest mora biti neopoziva), unutar specificiranog roka za iznos njihove glavnice zajedno s pripadajućim kamatama, ako postoje, do, ali isključujući, datum otkupa na datum otkupa, ako, kao rezultat bilo kakve promjene, ili izmjene i dopune, direktiva, zakona i propisa koji se primjenjuju u Europskoj Uniji ili Republici Austriji ili njihova tumačenja, Obveznice više ne budu u skladu s MREL zahtjevom (kako je definiran niže), osim kada bi se takva neusklađenost temeljila samo na preostalom dospijecu Obveznica koje je kraće razdoblja propisanog u članku 72c(1) CRR ili bilo kojim primjenjivim ograničenjima iznosa instrumenata prihvatljivih obveza koji su prekoračeni.

Svaki takav prijevremeni otkup moguć je samo ako su uvjeti za otkup i nazad kupnju ispunjeni.

Prijevremeni otkup zbog poreznih razloga

Obveznice (sve, a ne samo neke) mogu biti otkupljene u bilo koje vrijeme po obavještanju Imatelja o otkupu (koja obavijest mora biti neopoziva), unutar specificiranog roka za iznos njihove glavnice zajedno s pripadajućim kamatama, ako postoje, do, ali isključujući, datum otkupa na datum otkupa, ako na sljedeći nadolazeći datum plaćanja kamata Izdavatelj postane ili je postao obvezan platiti dodatne iznose kao rezultat bilo kakve promjene ili izmjene i dopune zakona ili propisa Republike Austrije ili bilo kakve promjene u političkoj podjeli ili ovlasti za oporezivanje u tom pogledu, ili kao rezultat bilo kakve promjene ili izmjene i dopune službenog tumačenja ili primjene takvih zakona ili propisa.

Svaki takav prijevremeni otkup moguć je samo ako su uvjeti za otkup i nazad kupnju ispunjeni.

Nepostojanje prava na otkaz ili ubrzanje po odluci Imatelja

Imatelji nemaju pravo otkazati Obveznice ili na drugi način ubrzati otkup Obveznica.

Rad izbjegavanja sumnje te bez ograničavanja općenitosti prethodno navedenog, Imatelji nemaju pravo otkazati Obveznice ili na drugi način ubrzati otkup Obveznica ako Sanacijsko Tijelo smanji vrijednost obveza Izdavatelja po Obveznicama, konvertira obveze u kapital ili druge vlasničke instrumente Izdavatelja, u cijelosti ili djelomično, ili primjeni bilo koju drugu mjeru sanacije opisanu u uvjetima Obveznica.

Zabrana prijeboja/netiranja, nepostojanje osiguranja/garancije i zabrana poboljšavanja podređenog statusa

Obveznice ne mogu biti predmet nikakvog prijeboja ili netiranja koje bi umanjilo njihovu sposobnost apsorpiranja gubitaka prilikom sanacije.

Obveznice nisu osigurane, niti su predmet bilo kakve garancije ili drugog sporazuma kojim bi se poboljšao podređen status potraživanja koja proizlaze iz Obveznica.

Skupština Imatelja, izmjene i odricanje

U skladu s odredbama općih uvjeta Obveznica te podložno usklađenosti s Primjenjivim propisima o nadzoru kako bi Obveznice bili klasificirane kao instrumenti prihvatljivih obveza (uključujući, radi izbjegavanja dvojbe, u slučajevima u kojima je to mjerodavno, uvjete za otkup i nazad kupnju), Imatelji se s Izdavateljem mogu usuglasiti o izmjenama i dopunama općih uvjeta Obveznica u pogledu određenih pitanja donošenjem odluke propisanom većinom. Odluke većine su obvezujuće za sve Imatelje. Odluka većine koja ne predviđa jednake uvjete za sve Imatelje je ništetna, osim ako Imatelji koji su u nepovoljnijem položaju izričito pristanu na svoj nepovoljniji položaj.

Imatelji mogu odlukom većine imenovati zajedničkog zastupnika ("**Zajednički zastupnik**") koji ostvaruje prava Imatelja u ime i za račun svakog Imatelja. Dužnosti, prava i funkcije Zajedničkog zastupnika utvrđuju se u općim uvjetima Obveznica.

Neplaćanje i insolventnost

U slučaju neplaćanja ili insolventnosti, svaki Imatelj ima pravo obavijestiti austrijsku Agenciju za nadzor financijskog tržišta o nastanku takvog događaja i predložiti da se austrijska Agencija za nadzor financijskog tržišta obrati nadležnom sudu u Beču u svrhu pokretanja stečajnog postupka nad imovinom Izdavatelja. Svaki Imatelj ima pravo, ako stečajni postupak bude pokrenut nad imovinom Izdavatelja, tom sudu podnijeti zahtjev za isplatu svih iznosa glavnice koji su dospjeli na temelju Obveznica zajedno s pripadajućim kamatama i svim dodatnim iznosima.

Relativna nadređenost Obveznica

Obveznice predstavljaju izravne, neosigurane i nepodređene obveze Izdavatelja, te su namijenjene da se kvalificiraju kao instrumenti prihvatljivih obveza (u smislu točke (a) članka 72a(1) i članka 72b CRR-a osim točke (d) članka 72b(2) CRR-a) Izdavatelja u skladu s MREL Zahtjevom. U slučaju stečajnog postupka (*Konkursverfahren*) ili likvidacije Izdavatelja, obveze Izdavatelja na temelju Obveznica imaju sljedeći rang:

(a) *jednaki* (i) među sobom te (ii) (podložno primjenjivim zakonskim izuzecima i bez utjecaja na naprijed navedeno) u odnosu na sve ostale neosigurane i nepodređene obveze Izdavatelja, sadašnje i buduće, koje imaju ili za koje je iskazano da imaju jednaki rang prema Izdavateljevim obvezama na temelju Obveznica;

(b) nadređeni u odnosu na sve sadašnje ili buduće obveze na temelju (i) Nepovlaštenih nadređenih instrumenata i bilo koje obveze Izdavatelja jednakog ranga prema Nepovlaštenim nadređenim instrumentima i (ii) svih podređenih obveza Izdavatelja; i

(c) u potpunosti su podređene Izdavateljevim Obvezama nadređenog ranga, u kojem slučaju nikakav iznos temeljem Obveznica neće biti naplativ sve dok Izdavateljeve Obveze nadređenog ranga ne budu naplaćene u cijelosti.

Pri čemu:

"**BaSAG**" znači austrijski Zakon o sanaciji i oporavku (*Sanierungs- und Abwicklungsgesetz*), uključujući njegove povremene izmjene i dopune, pri čemu sva upućivanja na mjerodavne odredbe BaSAG-a uključuju upućivanje na sve primjenjive odredbe zakona kojima se te odredbe s vremena na vrijeme izmjenjuju i dopunjuju ili zamjenjuju.

"**BRRD**" znači Direktiva 2014/59/EU Europskog Parlamenta i Vijeća od 15. svibnja 2014. (*Direktiva o oporavku i sanaciji banaka*), kao što je implementirana u Republici Austriji, uključujući njene povremene izmjene i dopune ili zamjene, pri čemu sva upućivanja na mjerodavne odredbe BRRD-a uključuju upućivanje na sve primjenjive odredbe zakona kojim se te odredbe s vremena na vrijeme izmjenjuju i dopunjuju ili zamjenjuju.

"**CRR**" znači Uredba (EU) br. 575/2013 Europskog Parlamenta i Vijeća od 26. lipnja 2013. (Uredba o bonitetnim zahtjevima), uključujući njene povremene izmjene i dopune ili zamjene, pri čemu sva upućivanja na mjerodavne odredbe CRR-a uključuju upućivanje na sve primjenjive odredbe zakona kojim se te odredbe s vremena na vrijeme izmjenjuju i dopunjuju ili zamjenjuju.

"**MREL zahtjev**" znači minimalni zahtjevi za prihvatljive obveze (MREL) koji su ili, ovisno o slučaju, će biti primjenjivi na Izdavatelja i/ili Izdavateljevu MREL grupu u skladu s

- (i) Člankom 45. BRRD-a, uključujući njegove izmjene i dopune, te u skladu s bilo kojim primjenjivim nacionalnim zakonom kojim se implementira BRRD, uključujući njegove izmjene i dopune; ili
- (ii) Člankom 12. Uredbe (EU) br. 806/2014 Europskog parlamenta i Vijeća od 15. srpnja 2014., uključujući njegove izmjene i dopune,

pri čemu "**Izdavateljeva MREL grupa**" znači Izdavatelj i njegova društva kćeri koja trebaju biti usklađena s MREL zahtjevom na razini grupe.

"**Izdavateljeve Obveze nadređenog ranga**" znači sve Izdavateljeve obveze koje, sukladno prisilnim zakonskim odredbama, imaju nadređeni rang u odnosu na Izdavateljeve obveze koje proizlaze iz Obveznica.

"**Nepovlašteni nadređeni instrumenti**" znači sve Izdavateljeve obveze koje pripadaju ili su iskazane da pripadaju u kategoriju obveza opisanu u § 131.(3) br. 1. do br. 3. BaSAG-a kojim je implementiran članak 108.(2) BRRD-a te sve ostale Izdavateljeve obveze koje, u okviru koji je dopušten austrijskim pravom, imaju ili je iskazano da imaju jednaki rang u odnosu na Nepovlaštene nadređene instrumente Izdavatelja.

Ograničenja prenosivosti

Obveznice se mogu slobodno prenositi u skladu s mjerodavnim pravom i primjenjivim pravilima relevantnog sustava kliringa.

Gdje će se trgovati Obveznicama?

Zahtjev za uvrštenje za trgovanje na uređenom tržištu ili na Multilateralnoj trgovinskoj platformi (MTF-u)

Bit će podnesen zahtjev za uvrštenje Obveznica na Službeno tržište (*Amtlicher Handel*) Bečke burze (*Wiener Börse*).

Koji su ključni rizici specifični za Obveznice?

Faktori rizika koji se odnose na strukturu kamatne stope na Obveznice

- Imatelji su izloženi riziku da tržišna cijena Obveznica padne kao rezultat promjena kamatnih stopa na tržištu.

Faktor rizika koji se odnosi na određene odredbe Općih uvjeta Obveznica

- U slučaju da Obveznice budu otkupljene prije njihova dospijea, Imatelj Obveznica može biti izložen riziku da će njegovo ulaganje imati prinos koji je manji od očekivanog.

Faktori rizika koji se odnose na Povlaštene nadređene obveznice

- Imatelji Obveznica izloženi su riziku zakonom propisane apsorpcije gubitaka.
- U slučaju stečaja Izdavatelja, depoziti te određena druga potraživanja imaju viši rang od potraživanja Imatelja na temelju Obveznica.
- Obveznice mogu biti otkupljene od strane Izdavatelja prije dospijea zbog regulatornih razloga ili razloga povezanih s opozivanjem.

Faktori rizika koji se odnose na porezna i pravna pitanja

- Za obveznice je mjerodavno austrijsko pravo, te promjene u primjenjivim zakonima, propisima ili regulatornim politikama mogu imati nepovoljan utjecaj na Izdavatelja, Obveznice i Imatelje.
- Porezno pravne promjene mogu negativno utjecati na Imatelje.

Faktori rizika koji se odnose na cijenu, troškove, tržište i unovčenje Obveznica

- Imatelji su izloženi riziku djelomične ili potpune nemogućnosti Izdavatelja da plati kamate i/ili iznos otkupa za Obveznice
- Imatelji preuzimaju rizik da se kreditna marža Izdavatelja poveća, što bi imalo za posljedicu smanjenje tržišne cijene Obveznica.
- Imatelji su izloženi riziku nepovoljnog razvoja tržišnih cijena svojih Obveznica do kojeg dolazi ako Imatelj proda Obveznice prije konačnog dospjeća Obveznica.
- Moguće je da se neće razviti likvidno sekundarno tržište Obveznica ili, ako se razvije, moguće je da neće opstati. Na nelikvidnom tržištu Imatelj možda neće moći prodati svoje Obveznice po fer tržišnim cijenama.

4. odjeljak – Ključne informacije o javnoj ponudi Obveznica i/ili uvrštenju za trgovanje na uređenom tržištu

Pod kojim uvjetima i prema kojem rasporedu mogu uložiti u ove Obveznice?

Opći uvjeti, uvjeti i očekivani raspored ponude

Nije primjenjivo; ne postoje uvjeti kojima je ponuda podložna.

Obveznice će biti ponuđene trajno (*Daueremissionen*, "zamjenjivo izdanje").

Obveznice će biti ponuđene u Austriji, Njemačkoj, Hrvatskoj ("Država/e ponude").

Datum izdavanja je 31.05.2024.

Izdavatelj će ponuditi Obveznice za upis po cijeni izdanja putem javne ponude od 29.04.2024 nadalje u razdoblju od 03.05.2024 ("Početak Razdoblja upisa") do isteka trajanja Obveznica ili do zatvaranja zamjenjivog izdanja ili do iskorištavanja opcije opoziva.

Ako je ukupni iznos glavnice za Obveznice naveden u Konačnim uvjetima dosegnut prije kraja razdoblja upisa ili razdoblja ponude u bilo kojem trenutku radnim danom, Izdavatelj će prekinuti razdoblje upisa ili razdoblje ponude za Obveznice u relevantno vrijeme radnog dana bez prethodne najave. Ako Izdavatelj nije primio dovoljno valjanih zahtjeva za upis Obveznica do prvog datuma vrednovanja zamjenjivog izdanja, Izdavatelj zadržava pravo otkazati zamjenjivo izdanje Obveznica. Izdavatelj nije obavezan izdavati upisane Obveznice.

Procijenjeni troškovi naplaćeni ulagaču

Izdavatelj će naplatiti troškove upisniku ili kupcu u iznosu do 3,00 posto početne cijene izdanja na datum izdanja.

Zašto se Prospekt izrađuje?

Uporaba i procijenjeni neto iznos primitaka

Izdavanje Obveznica je dio uobičajenih poslovnih aktivnosti Izdavatelja i poduzima se isključivo u svrhu njegovog općeg financiranja te u svrhu ostvarenja dobiti.

Datum sporazuma o pokroviteljstvu

Ne postoji čvrsta obveza pokroviteljstva u vezi s ponuđenim Obveznicama.

Naznaka najbitnijih sukoba interesa koji se odnose na ponudu ili uvrštenje za trgovanje

Izdavatelj može s vremena na vrijeme nastupati u drugim svojstvima u odnosu na Obveznice, na primjer kao agent za izračun, što Izdavatelju omogućuje izradu izračuna u pogledu Obveznica (npr. iznosa kamata kojeg je potrebno isplatiti) koji su obvezujući za Imatelje. Ova bi činjenica mogla dovesti do sukoba interesa i mogla bi utjecati na tržišnu cijenu Obveznica.

Izdavatelj djeluje kao održavatelj tržišta za Obveznice. U kontekstu djelatnosti održavanja tržišta, Izdavatelj će u bitnome odrediti tržišnu cijenu Obveznica. Tržišne cijene koje navede Izdavatelj u svojstvu održavatelja tržišta neće uvijek odgovarati tržišnim cijenama koje bi se razvile u odsustvu takvog održavanja tržišta i na likvidnom tržištu.

Izdavatelj može koristiti sve ili dio primitaka od prodaje Obveznica za sklapanje transakcija zaštite od rizika, a koje mogu umanjiti ili povećati tržišnu cijenu Obveznica. Takve transakcije omeđivanja rizika i strukturiranje troškova mogu dovesti do umanjenja inicijalne vrijednosti koju su Imatelji primili.

Radnici financijskih institucija kao što je Erste Grupa mogu poduzimati poslove u svoje vlastito ime i za svoj vlastiti račun, podložno primjeni zakona o vrijednosnim papirima koji uređuju osobne transakcije i zlouporabu tržišta kao i zakonskim ili internim standardima usklađenosti.

Prodajno osoblje Erste Grupe može biti motivirano da proda Obveznice vrijednošću poticaja koje prima (u slučaju uspješne prodaje), podložno primjeni zakona o vrijednosnim papirima i bankama koji se primjenjuju na takve poticaje.

Nadalje, radnicima može biti dopušteno da sudjeluju u ponudama vrijednosnih papira Erste Grupe. Prilikom kupovanja Obveznica, radniku može biti odobren popust u odnosu na visinu tržišne cijene.