

Erste Group Bank AG

(Incorporated as a stock corporation in the Republic of Austria under registered number FN 33209 m)

Warrants Programme

Under this Programme (the "**Programme**"), Erste Group Bank AG (the "**Issuer**" or "**Erste Group Bank**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue warrants specified in the relevant final terms (the "**Final Terms**") on indices, shares, currency exchange rates, interest rates, commodities and future contracts issued in the German or English language under Austrian law (the "**Warrants**" or the "**Securities**").

This Prospectus (the "**Prospectus**") has been drawn up in accordance with Annexes XI, XII, XXI, XXII and XXX of Commission Regulation (EC) No 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, as amended (the "**Prospectus Regulation**") and has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the "**FMA**") in its capacity as competent authority under the Austrian Capital Market Act (*Kapitalmarktgesetz*), as amended (the "**KMG**") for the approval of this Prospectus. **The accuracy of the information contained in this Prospectus does not fall within the scope of examination by the FMA under the KMG and the Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended (which includes the amendments made by the Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014) (the "Prospectus Directive"). The FMA has examined this Prospectus only in respect of its completeness, coherence and comprehensibility pursuant to § 8a KMG.**

Application may be made for the Programme and/or the Warrants to be admitted to the "*Amtlicher Handel*" (Official Market) and the "*Geregelter Freiverkehr*" (Second Regulated Market) (the "**Austrian Markets**") of the *Wiener Börse* (the "**Vienna Stock Exchange**"). Application may also be made to admit to trading such Warrants on the markets of the Stuttgart Stock Exchange (*Börse Stuttgart*) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange (together with the Austrian Markets, the "**Markets**"). References in this Prospectus to Warrants being listed (and all related references) shall mean that such Warrants have been admitted to trading on one or more of the Markets, each of which is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, as amended (*Markets in Financial Instruments Directive* – "**MiFID**"). Unlisted Warrants may also be issued pursuant to this Programme. The relevant Final Terms in respect of the issue of any Warrants will specify whether or not such Warrants will be admitted to trading on one or more of the Markets.

The Issuer has requested the FMA to provide the competent authorities in other host Member States within the European Economic Area ("**EEA**") including the Czech Republic, Germany, Hungary and Romania with a certificate of approval attesting that this Prospectus has been drawn up in accordance with Article 5 (4) of the Prospectus Directive and the KMG (regarding each host Member State a "**Notification**").

Each tranche (a "**Tranche**") of Warrants will be represented by a permanent global note in bearer form (each a "**Global Note**"). Global Notes may (or in the case of Warrants listed on the Vienna Stock Exchange will) be deposited on the issue date with a common depository with or on behalf of OeKB CSD GmbH ("**OeKB CSD**") and/or the Issuer and/or any other agreed depository for any other clearing system, if any, all as specified in the Final Terms.

Prospective investors should have regard to the factors described under the section headed "*2. Risk Factors*" in this Prospectus. This Prospectus does not describe all of the risks of an investment in the Warrants, but the Issuer believes that all material risks relating to an investment in the Warrants have been described.

Prospectus dated 13 July 2017

This Prospectus comprises a base prospectus for the purposes of Article 5 (4) of the Prospectus Directive and the KMG, and for the purpose of giving information with regard to the Issuer and its subsidiaries and affiliates taken as a whole (the "Erste Group") and the Warrants which, according to the particular nature of the Issuer and the Warrants, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

This document is a base prospectus relating to non-equity securities according to Article 22 (6) (4) of the Prospectus Regulation. The competent authority for the approval of the Prospectus pursuant to § 8a KMG that implements the Prospectus Directive into Austrian law is the FMA. In respect of each individual series of Warrants Final Terms will be filed with the FMA. Any decision to purchase the Warrants should be made on a consideration of the Prospectus as a whole including the respective Final Terms.

This Prospectus is to be read in conjunction with any supplement hereto and all documents which are incorporated herein by reference (see "Documents Incorporated by Reference" below). Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall, except as so modified or superseded, not constitute a part of this Prospectus. Full information on the Issuer and any Tranches of Warrants is only available on the basis of the combination of this Prospectus, as supplemented, and the relevant Final Terms.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Warrants and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or Erste Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or Erste Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Any material new circumstances or any material incorrectness or inaccuracy as to the statements contained in this Prospectus that could influence the assessment of the Warrants issued under the Programme and that occur or are determined between the approval of the Prospectus by the FMA and the final end of the public offer, or if later, the time when trading of Warrants under the Programme on a regulated market begins will be included and published in a supplement to this Prospectus in accordance with the KMG.

*The distribution of this Prospectus and the offering or sale of the Warrants in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restriction. The Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and may include Warrants in bearer form that are subject to U.S. tax law requirements. The Warrants may not be offered, sold or delivered within the United States or to U.S. persons except in certain transactions permitted by U.S. tax regulations and the Securities Act. For a description of certain restrictions on offers and sales of Warrants and on distribution of this Prospectus, see "10. Subscription and Sale".*

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer to subscribe for, or purchase, any Warrants.

Neither this Prospectus nor any financial statements supplied in connection with the Programme or any Warrants are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer that any recipient of this Prospectus or any financial statements should purchase the Warrants. Each potential purchaser of Warrants should determine for itself the relevance of the information contained in this Prospectus or any financial statements and its purchase of Warrants should be based upon any such investigation as it deems necessary.

This Prospectus has been prepared on the basis that any offer of Warrants in any Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will only be made pursuant to the rules for public offers under the Prospectus Directive, as implemented in that Relevant Member State, or according to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Warrants. Accordingly any person making or intending to make an offer in that Relevant Member State of Warrants which are the subject of an offering contemplated in this Prospectus as completed by the Final Terms in relation to the offer of those Warrants may only do so (i) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by the Final Terms which specify that offers may be made other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or the Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of such offer; or (ii) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Except to the extent sub-paragraph (i) above may apply, the Issuer has not authorised, and will not authorise, the making of any offer of Warrants in circumstances in which an obligation arises for the Issuer to publish or supplement a prospectus for such offer.

TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
DOCUMENTS INCORPORATED BY REFERENCE	6
DOCUMENTS AVAILABLE FOR INSPECTION	9
SUPPLEMENT TO THIS PROSPECTUS	10
SOURCES OF INFORMATION.....	10
SIGNIFICANT CHANGES AND MATERIAL ADVERSE CHANGES	11
CONSENT TO USE PROSPECTUS.....	11
FORWARD-LOOKING STATEMENTS	11
1. SUMMARY	13
A. INTRODUCTION AND WARNINGS	13
B. THE ISSUER	14
C. SECURITIES	17
D. RISKS	22
E. OFFER.....	30
2. RISK FACTORS	33
2.1. FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE WARRANTS ISSUED UNDER THIS PROGRAMME:	33
2.1.1 RISKS RELATED TO THE BUSINESS OF ERSTE GROUP	33
2.1.2 RISKS RELATED TO THE MARKETS IN WHICH ERSTE GROUP OPERATES	54
2.2 FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH WARRANTS ISSUED UNDER THE PROGRAMME.....	58
2.2.1 GENERAL RISK FACTORS.....	58
2.2.2 RISK FACTORS RELATING TO CERTAIN TYPES OF WARRANTS.....	69
PRODUCT NO 1: SPECIFIC RISKS ASSOCIATED WITH PUT/CALL WARRANTS	69
PRODUCT NO 2: SPECIFIC RISKS ASSOCIATED WITH CLOSED END TURBO LONG AND CLOSED END TURBO SHORT	70
PRODUCT NO 3: SPECIFIC RISKS ASSOCIATED WITH OPEN END TURBO LONG AND OPEN END TURBO SHORT	71
PRODUCT NO 4: SPECIFIC RISKS ASSOCIATED WITH INTEREST-CAP-WARRANTS	72
2.2.3 RISK FACTORS RELATING TO CERTAIN TYPES OF UNDERLYINGS.....	73
RISK FACTORS ASSOCIATED WITH INDICES AS UNDERLYING	73
2.2.4 RISK FACTORS RELATING TO CONFLICTS OF INTEREST	78
3. THE WARRANTS	80
3.1. GENERAL INFORMATION ABOUT THE WARRANTS.....	80
3.1.1 DESCRIPTION OF THE WARRANTS AND THE RIGHTS ATTACHED TO THE WARRANTS, EXERCISE PROCEDURE AND CONSEQUENCES OF MARKET DISRUPTIONS OR ADJUSTMENTS	80
3.1.2 LISTING AND TRADING	80
3.1.3 CURRENCY OF THE WARRANTS	81

3.1.4 TERMS AND CONDITIONS OF THE OFFER, OFFER PERIOD	81
3.1.5 PRICING OF THE WARRANTS AND FACTORS INFLUENCING THE PRICE OF THE WARRANTS.....	81
3.1.6 DELIVERY OF THE WARRANTS	81
3.1.7 CLEARING SYSTEMS AND FORM AND DELIVERY.....	81
3.1.8 RESTRICTIONS ON THE FREE TRANSFERABILITY OF THE SECURITIES	82
3.1.9 RANKING OF THE WARRANTS	82
3.1.10 CONSENTS AND APPROVALS, RESOLUTIONS IN RESPECT OF THE ISSUE OF THE WARRANTS.....	82
3.1.11 REASONS FOR THE OFFER AND USE OF PROCEEDS FROM THE SALE OF THE WARRANTS.....	82
3.1.12 APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION.....	82
3.1.13 INTEREST OF INDIVIDUALS OR LEGAL ENTITIES INVOLVED IN THE ISSUE.....	82
3.1.14 FEES.....	82
3.1.15 CATEGORIES OF POTENTIAL INVESTORS.....	83
3.2. EXPLANATION DESCRIPTION OF MECHANISM OF WARRANTS.....	83
PRODUCT NO 1: DESCRIPTION OF MECHANISM OF PUT/CALL WARRANTS.....	83
PRODUCT NO 2: DESCRIPTION OF MECHANISM OF CLOSED END TURBO LONG AND CLOSED END TURBO SHORT	83
PRODUCT NO 3: DESCRIPTION OF MECHANISM OF OPEN END TURBO LONG AND OPEN END TURBO SHORT	84
PRODUCT NO 4: DESCRIPTION OF MECHANISM OF INTEREST -CAP -WARRANTS.....	85
4. TERMS AND CONDITIONS OF THE WARRANTS.....	86
4.1 ISSUE SPECIFIC CONDITIONS.....	88
PART A. PRODUCT SPECIFIC CONDITIONS	88
PART B. UNDERLYING SPECIFIC CONDITIONS	132
4.2 GENERAL CONDITIONS.....	182
5. ERSTE GROUP BANK AG	191
5.1 INTRODUCTION.....	191
5.2 BACKGROUND.....	191
5.3 SHARE CAPITAL OF ERSTE GROUP BANK.....	191
5.4 BUSINESS OVERVIEW	192
5.5 RECENT DEVELOPMENTS	204
6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES.....	206
MANAGEMENT BOARD.....	206
SUPERVISORY BOARD.....	207
REPRESENTATIVES OF THE SUPERVISORY AUTHORITIES	210
POTENTIAL CONFLICTS OF INTEREST	210
AUDIT AND AUDITORS' REPORTS.....	211
SHAREHOLDERS OF ERSTE GROUP BANK.....	211

7. LEGAL PROCEEDINGS	212
8. MATERIAL CONTRACTS	214
9. TAXATION.....	216
AUSTRIA.....	216
CZECH REPUBLIC	219
GERMANY	222
HUNGARY	224
ROMANIA.....	228
UNITED STATES	231
10. SUBSCRIPTION AND SALE	232
11. FORM OF FINAL TERMS (GERMAN AND ENGLISH LANGUAGE)	233
RESPONSIBILITY STATEMENT OF ERSTE GROUP BANK AG.....	250
GLOSSARY AND LIST OF ABBREVIATIONS	251
GERMAN TRANSLATIONS	263
GERMAN TRANSLATION OF THE SUMMARY	263
GERMAN TRANSLATION OF THE RISK FACTORS.....	283

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following parts of the following documents which are incorporated by reference into this Prospectus and which have been filed with the FMA:

Document/Heading	Page reference in the relevant financial report
<p>German language version of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016 – Annual Report 2016 (<i>Geschäftsbericht 2016</i>) (the "Audited Consolidated Financial Statements 2016")¹</p>	
Consolidated Income Statement (<i>Konzerngesamtergebnisrechnung</i>)	104 – 105
Consolidated Balance Sheet (<i>Konzernbilanz</i>)	106
Consolidated Statement of Changes in Total Equity (<i>Konzern-Kapitalveränderungsrechnung</i>)	107
Consolidated Cash Flow Statement (<i>Konzerngeldflussrechnung</i>)	108
Notes to the Consolidated Financial Statements (<i>Anhang (Notes) zum Konzernabschluss</i>)	109 – 301
Auditors' Report (<i>Bestätigungsvermerk (Bericht der unabhängigen Abschlussprüfer)</i>)	306 – 311
<p>German language version of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2015 – Annual Report 2015 (<i>Geschäftsbericht 2015</i>) (the "Audited Consolidated Financial Statements 2015")¹</p>	
Consolidated Income Statement (<i>Konzerngesamtergebnisrechnung</i>)	115 – 116
Consolidated Balance Sheet (<i>Konzernbilanz</i>)	117
Consolidated Statement of Changes in Total Equity (<i>Konzern-Kapitalveränderungsrechnung</i>)	118
Consolidated Cash Flow Statement (<i>Konzerngeldflussrechnung</i>)	119
Notes to the Consolidated Financial Statements (<i>Anhang (Notes) zum Konzernabschluss</i>)	120 – 289

¹ The officially signed German language versions of the Issuer's Audited Consolidated Financial Statements 2016 and 2015 are solely legally binding and definitive.

For the purposes of this Prospectus the defined term "Audited Consolidated Financial Statements 2016" shall also include the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016.

Auditors' Report (<i>Bestätigungsvermerk (Bericht der unabhängigen Abschlussprüfer)</i>)	290 – 291
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English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016 – Annual Report 2016²

Consolidated Income Statement	100 – 101
Consolidated Balance Sheet	102
Consolidated Statement of Changes in Total Equity	103
Consolidated Cash Flow Statement	104
Notes to the Consolidated Financial Statements	105 – 284
Auditors' Report	289 – 294

English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2015 – Annual Report 2015²

Consolidated Income Statement	111 – 112
Consolidated Balance Sheet	113
Consolidated Statement of Changes in Total Equity	114
Consolidated Cash Flow Statement	115
Notes to the Consolidated Financial Statements	116 – 273
Auditors' Report	274 – 275

English translation of the Unaudited Interim Condensed Consolidated Financial Statements of the Issuer for the first quarter year ended 31 March 2017 – Interim Report First Quarter 2017 (the "Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017")

Condensed Statement of Comprehensive Income	16 – 18
Condensed Balance Sheet	19
Condensed Statement of Changes in Total Equity	20
Cash Flow Statement	21
Condensed notes to the Financial Statements of Erste Group for the period from 1 January to 31 March 2017	22 – 61

For the avoidance of doubt, such parts of the Audited Consolidated Financial Statements 2016 and 2015 respectively as well as of the Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017 which are not explicitly listed in the tables above, are not incorporated by reference into this Prospectus as these parts are either not relevant for the investor or covered elsewhere in this Prospectus.

² The English language translations of the Audited Consolidated Financial Statements of the Issuer for the financial years ended 31 December 2015 and 31 December 2016 are not legally binding and are incorporated into this Prospectus by reference for convenience purposes only.

Any information not listed above but included in the documents incorporated by reference is given for information purposes only.

Such parts of the documents which are explicitly listed above shall be deemed to be incorporated in, and form part of this Prospectus, save that any statement contained in such a document shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in this Prospectus modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Furthermore, this Prospectus should be read and construed in conjunction with each set of Final Terms relating to any Warrants that are offered under the Programme at the time of this Prospectus which has been previously filed with the FMA. The following sections of the following prospectuses relating to the Programme, which have been previously published, are incorporated by reference into this Prospectus:

Prospectus/Section	Page reference in the relevant prospectus
The prospectus dated 15 July 2016	
Terms and Conditions of the Warrants (German and English language)	85 - 188
Form of Final Terms, provided that the reference to the prospectus dated 15 July 2016 shall be replaced by a reference to this Prospectus	240 - 255
The prospectus dated 15 July 2015	
Terms and Conditions of the Warrants (German and English language)	78 - 180
Form of Final Terms, provided that the reference to the prospectus dated 15 July 2015 shall be replaced by a reference to this Prospectus	225 - 240
The prospectus dated 16 July 2014	
Terms and Conditions of the Warrants (German and English language)	77 - 179
Form of Final Terms, provided that the reference to the prospectus dated 16 July 2014 shall be replaced by a reference to this Prospectus	224 - 239
The prospectus dated 16 July 2013	
Terms and Conditions of the Warrants (German and English language)	68 - 172
Form of Final Terms, provided that the reference to the prospectus dated 16 July 2013 shall be replaced by a reference to this Prospectus	229 - 242

For the avoidance of doubt, such parts of the above listed previously published prospectuses relating to the Programme which are not explicitly listed in the tables above, are not incorporated by reference into this Prospectus as these parts are either not relevant for the

investor or covered elsewhere in this Prospectus. Any information not listed above but included in the prospectuses incorporated by reference is given for information purposes only.

Under this Prospectus, the Issuer may also publicly offer warrants which have been issued under the prospectus dated 15 July 2016, the prospectus dated 15 July 2015, the prospectus dated 16 July 2014 and the prospectus dated 16 July 2013. Such warrants may include all warrants: (a) for which either (i) the first day of the subscription period; or (ii) the issue date is after 16 July 2013; and (b) which have not already been redeemed or cancelled or otherwise repaid by the Issuer.

DOCUMENTS AVAILABLE FOR INSPECTION

Electronic versions of the following documents will be available on the website of the Issuer under "www.erstegroup.com" (see also the links set out below in brackets):

- (i) the Audited Consolidated Financial Statements 2016 incorporated by reference into this Prospectus
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/ir/2016/Berichte/GB2016_Jahresfinanzbericht_de.pdf");
- (ii) the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016 incorporated by reference into this Prospectus
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/en/Investor%20Relations/2016/Reports/AR2016_Annual_Financial_Report_en.pdf");
- (iii) the Audited Consolidated Financial Statements 2015 incorporated by reference into this Prospectus
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/ir/2015/Berichte/GB2015_Jahresfinanzbericht_de.pdf");
- (iv) the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2015 incorporated by reference into this Prospectus
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/en/Investor%20Relations/2015/Reports/AR2015_Annual_Financial_Report_en.pdf");
- (v) the Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017 incorporated by reference into this Prospectus
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/en/Investor%20Relations/2017/Reports/IR_Interim_Report_EG_Q117en.pdf");
- (vi) the prospectus dated 15 July 2016
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/wp-20160715/20160715-warrants-Prospectus-2016-Billigungsfassung.PDF");
- (vii) the prospectus dated 15 July 2015
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/wp-20150715/20150715-warrants-Prospectus-2015-Billigungsfassung.PDF");
- (viii) the prospectus dated 16 July 2014
("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/wp-20140716/20140716-WarrantsProgramme.pdf");
- (ix) the prospectus dated 16 July 2013

("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/wp-20130716/Warrants-Prospekt-2013.pdf");

- (x) each set of Final Terms for Warrants that are publicly offered or admitted to trading on a regulated Market

("www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006/warrants-programme-ab-20170713");

- (xi) a copy of this Prospectus together with any supplement to this Prospectus or further Prospectus

("https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/wp-20170713/20170713-warrants-prospectus-2017-billigungsfassung.pdf")

("www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006/warrants-programme-ab-20170713"); and

- (xii) the articles of association of the Issuer

("www.erstegroup.com/en/about-us").

The document mentioned above under item (xii) will also be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer (Erste Group Bank AG, Am Belvedere 1, A-1100, Vienna, Austria).

SUPPLEMENT TO THIS PROSPECTUS

The Issuer is obliged by the provisions of the Prospectus Directive and the KMG, that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Prospectus which is capable of affecting the assessment of any Warrants and which arises or is noted between the time when this Prospectus is approved and the final closing of an offer of such Warrants to the public or, as the case may be, the time when trading on a regulated market begins, whichever occurs later, the Issuer shall prepare a supplement to this Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of the Warrants and shall supply to the FMA and the stock exchange operating the Markets such number of copies of such supplement or replacement hereto as relevant applicable legislation require.

SOURCES OF INFORMATION

Unless otherwise stated, statistical and other data provided in this Prospectus has been extracted from the Audited Consolidated Financial Statements 2016 and the English language translation of the annual report thereon as well as the Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Furthermore, certain statistical and other data provided in this Prospectus has been extracted from reports and other documents of certain statistical offices and/or national banks in countries where the Issuer operates and the sources of any such information are included in the relevant section of this Prospectus. The Issuer confirms that such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by the sources of such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

SIGNIFICANT CHANGES AND MATERIAL ADVERSE CHANGES

Except as disclosed under "5.5 Recent Developments" on page 204 of this Prospectus, there has been no significant change in the financial position of Erste Group since 31 March 2017 and no material adverse change in the prospects of the Issuer since 31 December 2016.

CONSENT TO USE PROSPECTUS

The Issuer consents that: (i) all credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Warrants; and (ii) each further financial intermediary who is disclosed on the website of the Issuer under "www.erstegroup.com" as an intermediary who has been given the Issuer's consent to the use of this Prospectus for the reselling or final placing of Warrants (if any) (together, the "**Financial Intermediaries**") are entitled to use this Prospectus in Austria, the Czech Republic, Germany, Hungary, Romania, and such other Member State of the EEA whose competent authorities have been notified of the approval of this Prospectus for the subsequent resale or final placement of Warrants to be issued under the Programme during the relevant offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant instruments can be made, provided however, that the Prospectus is still valid in accordance with § 6a of the KMG which implements the Prospectus Directive.

The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the Warrants by Financial Intermediaries.

The consent by the Issuer to the use of this Prospectus for subsequent resale or final placement of the Warrants by Financial Intermediaries has been given under the condition that: (i) potential investors will be provided with this Prospectus, any supplement hereto and the relevant Final Terms; and (ii) each of the Financial Intermediaries ensures that it will use this Prospectus, any supplement hereto and the relevant Final Terms in accordance with all applicable selling restrictions specified in this Prospectus and any applicable laws and regulations in the relevant jurisdiction.

In the relevant Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of this Prospectus. The Issuer reserves the right to withdraw its consent to use this Prospectus at any time. Such withdrawal shall be published on the website of the Issuer under "www.erstegroup.com".

In the event of an offer being made by a Financial Intermediary the Financial Intermediary shall provide information to investors on the terms and conditions of the offer at the time the offer is made.

Any Financial Intermediary using this Prospectus shall state on its website that it uses this Prospectus in accordance with this consent and the conditions attached to this consent.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements can be identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause

actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "2. *Risk Factors*" and "5. *Erste Group Bank AG*". These sections include more detailed descriptions of factors that might have an impact on the Issuer's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur.

1. SUMMARY

*This summary (the "**Summary**") is made up of disclosure requirements known as elements (the "**Elements**"). These Elements are numbered in sections A - E (A.1 - E.7).*

This Summary contains all the Elements required to be included in a summary for this type of securities and the Issuer. As some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in this Summary because of the type of securities and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in this Summary with the specification of "Not applicable".

[This Summary contains options, characterised by square brackets or typesetting in italics (other than the respective translations of specific legal terms), and placeholders regarding the Warrants to be issued under the Programme. The summary of the individual issue of Warrants will include the options relevant to this issue of Warrants as determined by the applicable Final Terms and will contain the information, which had been left blank, as completed by the applicable Final Terms.]

[In the case of multi issuances, i.e. if more than one Series of Warrants is contained in the issue specific summary, insert: *Some Elements might not be uniform with regard to all individual Series of Warrants described herein. In this case the respective information relating to the individual Series of Warrants or a specific Underlying will be specified by mentioning the relevant ISIN of the Series or another unique identification feature in connection with the relevant information.]*

A. INTRODUCTION AND WARNINGS

A.1 Warning: This summary (the "**Summary**") should be read as an introduction to the prospectus (the "**Prospectus**") of the Warrants Programme (the "**Programme**").

Any decision by an investor to invest in Warrants issued under the Prospectus (the "**Warrants**") should be based on consideration of the Prospectus as a whole by the investor.

Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Economic Area, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Civil liability attaches only to Erste Group Bank AG ("**Erste Group Bank**"), Am Belvedere 1, A-1100 Vienna, Austria (in its capacity as issuer under the Programme, the "**Issuer**") who tabled this Summary including any translation thereof, but only if this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus, or 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 Warrants.

A.2 Consent by the Issuer The Issuer consents that: (i) all credit institutions

or person responsible for drawing up the Prospectus to the use of the Prospectus for subsequent resale or final placement of securities by financial intermediaries and indication of the offer period within which subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use the Prospectus is given:

pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Warrants; and (ii) each further financial intermediary that is disclosed on the website of the Issuer under "www.erstegroup.com" as an intermediary that is given the Issuer's consent to the use of the Prospectus for the reselling or final placing of the Warrants (together, the "**Financial Intermediaries**") are entitled to use the Prospectus during the relevant offer period as indicated in the Final Terms during which subsequent resale or final placement of the Warrants issued under the Prospectus can be made, provided however, that the Prospectus is still valid in accordance with § 6a of the KMG which implements the Prospectus Directive.

Any other clear and objective conditions attached to the consent which are relevant for the use of the Prospectus:

The consent by the Issuer to the use of this Prospectus for subsequent resale or final placement of the Warrants by Financial Intermediaries has been given under the condition that: (i) potential investors will be provided with this Prospectus, any supplement hereto and the relevant Final Terms; and (ii) each of the Financial Intermediaries ensures that it will use this Prospectus, any supplement hereto and the relevant Final Terms in accordance with all applicable selling restrictions specified in this Prospectus and any applicable laws and regulations in the relevant jurisdiction.

In the Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of the Prospectus. The Issuer reserves the right to withdraw its consent to use the Prospectus at any time. Such withdrawal shall be published on the website of the Issuer under "www.erstegroup.com".

Notice in bold informing investors that, in the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made:

In the event of an offer being made by a Financial Intermediary the Financial Intermediary shall provide information to investors on the terms and conditions of the offer at the time the offer is made.

B. THE ISSUER

- B.1** The legal and commercial name of the Issuer: The legal name of the Issuer is "Erste Group Bank AG", its commercial name is "Erste Group". "**Erste Group**" also refers to Erste Group Bank and its consolidated subsidiaries.
- B.2** The domicile and legal Erste Group Bank is a stock corporation

form of the Issuer, the legislation under which the Issuer operates and its country or incorporation: (*Aktiengesellschaft*) organised and operating under Austrian law, registered with the companies register (*Firmenbuch*) at the Vienna commercial court (*Handelsgericht Wien*) under the registration number FN 33209 m. Erste Group Bank's registered office is in Vienna, Republic of Austria. It has its business address at Am Belvedere 1, A-1100 Vienna, Austria.

B.4b Any known trends affecting the Issuer and the industries in which it operates: The past global financial crisis has led to an increase in regulatory activities at national and international levels to adopt new and more strictly enforce existing regulation for the financial industry in which the Issuer operates. Regulatory changes or enforcement initiatives could further affect the financial industry. New governmental or regulatory requirements and changes in levels of adequate capitalisation, liquidity and leverage could lead to increased capital and liquidity requirements or standards. Governmental and central bank action in response to the financial crisis could significantly affect competition and may affect investors of financial institutions.

B.5 If the Issuer is part of a group, a description of the group and the Issuer's position within the group: "Erste Group" consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in the Slovak Republic, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia and, in Austria, savings banks of the Haftungsverbund, s-Bausparkasse, Erste Group Immortent AG, and others. Erste Group Bank operates as the parent company of Erste Group and is the lead bank in the Austrian Savings Banks Sector.

B.9 Where a profit forecast or estimate is made, state the figure: Not applicable; no profit forecast or estimate has been made.

B.10 A description of the nature of any qualifications in the audit report on the historical financial information: Not applicable; there are no qualifications.

B.12 Selected historical key financial information:

in millions of Euro (rounded)	31 December 2016 audited	31 December 2015 audited
Total liabilities and equity	208,227	199,743
Total equity	16,602	14,807
Net interest income	4,375	4,445
Pre-tax result from continuing operations	1,950	1,639
Net result for the period	1,537	1,275
Net result attributable to owners of the	1,265	968

parent

Source: Audited Consolidated Financial Statements 2016

in millions of Euro (rounded)	31 March 2017 unaudited	31 December 2016 audited
Total liabilities and equity	222,798	208,227
Total equity	16,894	16,602

in millions of Euro (rounded)	31 March 2017 unaudited	31 March 2016 unaudited
Net interest income	1,051.3	1,092.2
Pre-tax result from continuing operations	434.7	427.0
Net result for the period	339.0	322.6
Net result attributable to owners of the parent	262.2	274.7

Source: Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017 with comparative financial information for the first quarter in 2016 and the year ended 31 December 2016, respectively

Statement with regard to no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change:

There has been no material adverse change in the prospects of the Issuer since 31 December 2016.

Description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information:

Not applicable. There has been no significant change in the financial position of the Issuer since 31 March 2017.

B.13 Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency:

Not applicable; there are no recent events particular to the Issuer that are to a material extent relevant to the evaluation of the Issuer's solvency.

B.14 If the Issuer is part of a group, any dependency upon other entities within the group:

The Issuer is the parent company of Erste Group and thus dependent on the business results of the operations of all of its affiliates, subsidiaries and group companies.

B.15 A description of the Issuer's principal

Erste Group provides a full range of banking and financial services, including deposit and current account products,

activities: mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring.

- B.16** To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control:
- As of the date of this Prospectus, 29.5% of the shares in Erste Group Bank were attributable to DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**"). This comprises an 11.1% economic interest of Erste Stiftung as well as shares attributable to Erste Stiftung through syndicate agreements concluded with CaixaBank, S.A., the Austrian savings banks and other parties (i.e. the Sparkassenstiftungen and Anteilsverwaltungssparkassen, and Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung– Vienna Insurance Group), which hold 9.9%, 4.7% and 3.8%, respectively. The free float amounts to 70.5% (of which 47.6% were held by institutional investors, 5.0% by retail investors, 4.0% by BlackRock, Inc., 13.1% by unidentified institutional and private investors and 0.8% by Erste Group's employees) (all numbers are rounded).

C. SECURITIES

- C.1** Description of the type and the class of the securities being offered and/or admitted to trading, including any security identification number:
- Type of Warrants**
The Warrants are [Put] [and] [Call] [Closed End Turbo [Long][Short]][Open End Turbo [Long][Short]][Interest-Cap] Warrants.
- Form of Warrants**
[Each Series of the] [The] Warrants will be represented by a global note.
- Security identification number**
ISIN(s): [●]
- C.2** Currency of the securities issue: The specified Currency of the Warrants is [●]
- C.5** Description of any restrictions on the free transferability of the securities: Each Warrant [of a series of Warrants] is transferable in a number equal to the Minimum Trading Number as specified in the Final Terms or an integral multiple thereof and in accordance with the laws applying in each case and, where relevant, the respective applicable regulations and procedures of the securities depository in whose records the transfer is registered.
- C.8** Description of the rights attached to the securities including ranking and limitation to those rights:
- Rights attached to the Securities**
Each Warrant provides its respective holders, a claim for payment of a cash amount, as described in detail under C.15.
- Status of the Securities**
[Each Series of the] [The] Warrants will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer.

Rank

The Warrants are ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

Limitations to the Rights

The Issuer is entitled to terminate the Warrants and to adjust the Terms and Conditions under to the conditions set out in the Terms and Conditions.

Governing law

Form and content of the Securities as well as all rights and obligations under the Securities are determined in every respect by the laws of Austria.

Place of jurisdiction

To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Warrant Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.

C.11 Indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in question:

[Application has been made to list [each Series of] the Warrants on the [regulated market] [unofficial market (*Freiverkehr*)] of the [Vienna][,][and] [Stuttgart (EUWAX)] [,][and] [Budapest][,][and] [Bucharest][,][and] [Prague] Stock Exchange[, which [is][are] [not] [a] regulated market[s] for the purposes of Directive 2004/39/EC.] [The Securities have been admitted to the [regulated] [•] market[s] of the [Vienna][,][and] [Stuttgart (EUWAX)][,][and] [Budapest][,][and] [Bucharest][,][and] [Prague] Stock Exchange, which [is][are] [not] [a] regulated market[s] for the purposes of Directive 2004/39/EC.]

[Not applicable. The Issuer has made no application for the Warrants to be listed or admitted to trading on any regulated or unofficial market.]

C.15 A description of how the value of the investment is affected by the value of the underlying instrument(s), unless the securities have a denomination of at least EUR 100 000:

[Description of Call Warrants

With a Call Warrant, the investor can participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Call Warrant expiring worthless if the Reference Price equals or is below the Strike.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the Reference Price equals or is below the Strike, the investor will not receive any payment and the Call Warrant expires worthless.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Put Warrants

With a Put Warrant, the investor can participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Put Warrant expiring worthless if the Reference Price equals or exceeds the Strike.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the Reference Price equals or exceeds the Strike, the investor will not receive any payment and the Put Warrant expires worthless.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Closed End Turbo Long

With a Closed End Turbo Long, the investor can participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Closed End Turbo Long expiring worthless if the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date, the investor will receive the Knock-Out Cash Amount and the Closed End Turbo Long expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price exceeds the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or below the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Closed End Turbo Short

With a Closed End Turbo Short, the investor can participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Closed End Turbo Short expiring worthless if the price of the Underlying equals or exceeds

the Knock-Out Barrier at any time on an Observation Date.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date, the investors receive the Knock-Out Cash Amount and the Closed End Turbo Short expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price falls short of the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or above the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Open End Turbo Long

With an Open End Turbo Long, the investor can participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Open End Turbo Long expiring worthless if the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date.

In the case of exercise by the investor or ordinary termination by the Issuer, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date, the investors receive the Knock-Out Cash Amount and the Open End Turbo Long expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price exceeds the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or below the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Open End Turbo Short

With an Open End Turbo Short, the investor can participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Open End Turbo Short expiring worthless if the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date.

In the case of exercise by the investor or ordinary

termination by the Issuer, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date, the investor will receive the Knock-Out Cash Amount and the Open End Turbo Short expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price falls short of the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or above the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

[Description of Interest-Cap-Warrants

With an Interest-Cap-Warrant, the investor can participate disproportionately (through leverage) in a positive performance of the price of the Underlying above the Base Interest Rate.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Interest-Cap-Warrant not granting a payment if the price of the Underlying equals or is below the Base Interest Rate on the relevant Interest Determination Dates. [The Base Interest Rate remains constant throughout the entire term of the Interest-Cap-Warrants.] [It should be noted that a certain Base Interest Rate is assigned to each Calculation Period and that such Base Interest Rate increases during the term of the Interest-Cap-Warrants.]

On each Repayment Date, the investor receives a Cash Amount per Warrant corresponding to the product of the Calculation Value and the Differential Rate multiplied by [the Multiplication Factor and] the actual number of calendar days during the respective Calculation Period divided by 360. Differential Rate means the positive difference between the price of the Underlying and the [relevant] Base Interest Rate [assigned to the respective Calculation Period] as determined on the respective Interest Determination Date. If the price of the Underlying equals or is below the Base Interest Rate, the investor will not receive any payment with respect to the relevant Calculation Period.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).]

C.16 The expiration or maturity date of the derivative securities - the exercise date or final reference date:

Repayment Date(s): [●]
 Exercise Date(s): [●]
 Final Valuation Date(s): [●]

C.17 A description of the

Any cash amounts payable by the Issuer shall be

settlement procedure of the derivative securities: transferred to the relevant Clearing System for distribution to the Warrant Holders.

- C.18** A description of how the return on derivative securities takes place:
- [In the case of American Exercise the option right may be exercised by the Warrant Holder on a business day within the exercise period. In order to exercise the option right effectively a declaration signed with legally-binding effect must have been submitted to the paying agent including, inter alia, the name of the Warrant Holder, the designation and number of the Warrants and information on a suitable bank account to which the Cash amount is to be credited. Any option rights not exercised effectively during the exercise period shall be deemed to be exercised on the last day of the exercise period, if the cash amount is positive.]
- [In the case of European Exercise the option rights shall be deemed to be exercised on the last day of the exercise period, if the cash amount is positive.]
- C.19** The exercise price or the final reference price of the underlying: Underlying Price on the Final Valuation Date (Reference Price): [●]
- C.20** A description of the type of the underlying and where the information on the underlying can be found:
- [Share] [Index] [Currency Exchange Rate] [Interest Rate] [Commodity] [Future Contract]
- Name: [●]
- [Issuer][Company][Index Sponsor][Reference Market]: [●]
- [Reference Source]: [●]
- Information on the Underlying and its volatility can be obtained [on the public website on www .[●]] [and] [on the Bloomberg or Reuters page] as provided for each security or item composing the Underlying.

D. RISKS

D.2 Key information on the key risks that are specific to the Issuer

Risks related to the business of Erste Group

- Difficult macroeconomic and financial market conditions may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects.
- Erste Group has been and may continue to be affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of certain countries.
- Erste Group has experienced, and may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.
- Erste Group is subject to significant counterparty risk, and defaults by counterparties may lead to losses that exceed Erste Group's provisions.

- Erste Group's hedging strategies may prove to be ineffective.
- Erste Group is exposed to declining values of the collateral supporting commercial and residential real estate loans.
- Market fluctuations and volatility may adversely affect the value of Erste Group's assets, reduce profitability and make it more difficult to assess the fair value of certain of its assets.
- Erste Group is subject to the risk that liquidity may not be readily available.
- Rating agencies may suspend, downgrade or withdraw a rating of Erste Group Bank and/or a local entity that is part of Erste Group or a country where Erste Group is active, and such action might negatively affect the refinancing conditions for Erste Group Bank, in particular its access to debt capital markets.
- New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.
- The Issuer is subject to the risk of changes in the tax framework, in particular regarding bank tax and the introduction of a financial transaction tax.
- The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities.
- The Issuer is obliged to contribute amounts to the Single Resolution Fund and to *ex ante* financed funds of the deposit guarantee schemes; this results in additional financial burdens for the Issuer and thus, adversely affects the financial position of the Issuer and the results of its business, financial condition and results of operations.
- In future, the Issuer may be obliged to stop proprietary trading and/or separate certain trading activities from its core banking business.
- Erste Group's risk management strategies, techniques and internal control procedures may leave it exposed to unidentified or unanticipated risks.
- Erste Group's business entails operational risks.
- Any failure or interruption in or breach of Erste Group's information systems, and any failure to update such systems, may result in lost business and other losses.
- Erste Group may have difficulty recruiting new talent or retaining qualified employees.
- Erste Group Bank may be required to provide financial support to troubled banks in the Haftungsverbund, which could result in significant costs and a diversion of resources from other activities.
- Changes in interest rates are caused by many factors beyond Erste Group's control, and such changes can have significant adverse effects on its financial results, including net interest income.
- Since a large part of Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone, Erste Group is exposed to currency risks.
- Erste Group Bank's profit can be lower or even negative.
- A change of the ECB's collateral standards could have an adverse effect on the funding of Erste Group and access to liquidity.
- Erste Group operates in highly competitive markets and competes against large international financial institutions as well as established local

competitors.

- Erste Group Bank's major shareholder may be able to control shareholder actions.
- Compliance with anti-money laundering, anti-corruption and anti-terrorism financing rules involve significant costs and efforts and non-compliance may have severe legal and reputational consequences.
- 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.
- The integration of potential future acquisitions may create additional challenges.

Risks related to the markets in which Erste Group operates

- The departure of any one or more countries from the Eurozone could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Erste Group's business.
- Erste Group operates in emerging markets that may experience rapid economic or political changes, either of which may adversely impact its financial performance and results of operations.
- Committed EU funds may not be released or further aid programmes may not be adopted by the EU and/or international credit institutions.
- Loss of customer confidence in Erste Group's business or in banking businesses generally could result in unexpectedly high levels of customer deposit withdrawals, which could have a material adverse effect on Erste Group's results, financial condition and liquidity.
- Liquidity problems experienced by certain CEE countries may adversely affect the broader CEE region and could negatively impact Erste Group's business results and financial condition.
- Governments in countries in which Erste Group operates may react to financial and economic crises with increased protectionism, nationalisations or similar measures.
- Erste Group may be adversely affected by slower growth or recession in the banking sector in which it operates as well as slower expansion of the Eurozone and the EU.
- The legal systems and procedural safeguards in many CEE countries and, in particular, in the Eastern European countries are not yet fully developed.
- Applicable bankruptcy laws and other laws and regulations governing creditors' rights in various CEE countries may limit Erste Group's ability to obtain payments on defaulted loans and advances.
- Erste Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, through the introduction of banking taxes and other levies.

D.3, D.6 Key information on the key risks that are specific to the securities

RISK WARNING: Investors should be aware that they may lose the value of

their entire investment or part of it, as the case may be. However, each investor's liability is limited to the value of his investment (including incidental costs).

General risk factors

- Warrants are particularly highly risky instruments to invest in. Compared to other capital investments, the risk of loss - up to the total loss of the invested capital including the related transaction costs - is particularly high; Warrants typically do not yield any current income. Investors should note that the exercise of the Warrants may in accordance with the Issue Specific Conditions in the Final Terms be restricted during certain periods or when certain conditions are fulfilled.
- Due to the leverage effect Warrants involve disproportionate risks of loss compared to a direct investment in the Underlying.
- Warrants may have no liquidity or the market for such Warrants may be limited and this may adversely impact their value or the ability of the Warrant Holders to dispose of them.
- Warrant Holders should consider that both price changes (or even the absence of an expected price change) of the Underlying and changes of the time value of the Warrant can reduce the value of the Warrant disproportionately and even render it worthless.
- The performance of the Warrants is linked to the performance of the Underlying which may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets -- any of these events or activities may adversely affect the value of the Warrants.
- If an Underlying is linked with emerging markets, a Warrant Holder must expect considerable political and economic uncertainty, which may significantly affect the price development of the Warrants.
- Where payments under the Warrants will be made in a currency which is different from the currency of the Underlying and such Warrants do not have a "quanto feature", the Warrant Holders are exposed also to the performance of the currency of the Underlying against the currency of the Warrants, which cannot be predicted. Furthermore, the Warrant Holder bears a currency risk if the account of the Warrant Holder to which the Cash Amount is paid is held in a currency other than the currency of the Warrants.
- Warrant Holders should be aware that they may not be able to hedge their exposure from the Warrants.
- A credit financing of the acquisition of Warrants significantly increases the maximum possible loss.
- Hedging transactions concluded by the Issuer may influence the price of the Warrants.
- Incidental costs on any income reduce any Warrant Holders' profits.
- Warrant Holders are exposed to the risk of wrong assessment of the Warrants' liquidity due to the issue size.
- Market disruptions, adjustment measures and termination rights may negatively affect the rights of the Warrant Holders.
- Corrections, changes, or amendments to the Terms and Conditions may

be detrimental to the Warrant Holders.

- Changes in tax law may negatively affect the Warrant Holders.
- Warrants may not be appropriate to hedge exposures.
- There is a risk that trading in the Warrants or Underlyings will be suspended, interrupted or terminated.
- Due to future money depreciation (inflation), the real yield of an investment may be reduced.
- Investors have to rely on the functionality of the relevant clearing system.
- Credit ratings may not reflect all risks.
- Legal investment considerations may restrict certain investments.
- An Austrian court can appoint a trustee (*Kurator*) for the Warrants to exercise the rights and represent the interests of Warrant Holders on their behalf in which case the ability of Warrant Holders to pursue their rights under the Warrants individually may be limited.
- Risks related to Dividend Equivalent Payments.
- The Warrants may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Warrant Holders losing some or all of their investment in the Warrants (statutory loss absorption).
- The Issuer may be subject to resolution powers which may also have a negative impact on the Warrants.
- The Issuer is not prohibited from issuing further debt instruments or incurring further liabilities.
- In the case of the Issuer's insolvency, deposits have a higher ranking than the claims of the Warrant Holders under the Warrants.

Risk factors relating to certain types of Warrants

[Product No 1: Specific risks associated with Put/Call Warrants

Risk of total loss

Investors in Call Warrants bear the risk that the Call Warrant expires worthless if the Reference Price equals or is below the Strike.

Investors in Put Warrants bear the risk that the Put Warrant expires worthless if the Reference Price equals or exceeds the Strike.

Therefore, both types of Warrants involve a risk of loss - up to the total loss of the invested capital including the related transaction costs.

Risk factors relating to the term of the Warrants or to the Issuer's ability to terminate

In the case of Warrants with a fixed term (closed end) the term of the Warrants is the period from the First Settlement Date until the Final Valuation Date of the Warrants. The Cash Amount of the Warrants is paid out by the Issuer on a specific date defined in the Terms and Conditions. If the Warrants have an American exercise style, the Warrants may be exercised by the Warrant Holders during their term. However, all Warrants are exercised automatically at the end of the term. Investors should note that the Issuer has the right pursuant to the Terms and Conditions to terminate the Warrants extraordinarily, for example in the case of disruptions of trading in the Underlying or in financial instruments

linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. If the Issuer exercises the termination right on short notice, the Warrant Holder may no longer have the opportunity to exercise its option right.]

[Product No 2: Specific risks associated with Closed End Turbo Long and Closed End Turbo Short

Risk of a total loss in the case of the occurrence of a Knock-Out Event

Investors in Turbos bear the risk that the Turbos expire worthless during their term, if a so-called Knock-Out Event has occurred.

A Knock-Out Event occurs, if an event defined in the Terms and Conditions occurs, which relates to the development of the price of the Underlying compared to a predefined price or value threshold (the so-called "Knock-Out Barrier"). If a Knock-Out Event occurs, the term of the Turbos ends automatically, the Option Right or the right to payment of a Cash Amount expires automatically and the Turbos expire and are repaid at the Knock-Out Cash Amount which could be zero. Investors should note in this context that the price of the Turbos is reduced disproportionately compared to classical Warrants, if the price of the Underlying approaches the Knock-Out Barrier.

Warrant Holders cannot rely on being able to sell their Warrants at all times or at all prior to the occurrence of a Knock-Out-Event. Investors should consider in this context that the Issuer does not commit or is not under any obligation legally or otherwise towards the Warrant Holders to quote bid and ask prices for the Turbos.

In the case of Warrants with for which the Exercise Style is "American Style", Warrant Holders cannot rely on being able to exercise their Option Rights at all times prior to the occurrence of a Knock-Out Event. Even if all other exercise preconditions set forth in the Terms and Conditions are fulfilled, an exercise is impossible on the day on which a Knock-Out Event occurs. All submitted Exercise Notices that have not been executed become automatically void on the occurrence of a Knock-Out Event.

Risk factors relating to the term - of the Warrants or to the Issuer's ability to terminate

In the case of Warrants with a fixed term (closed end) the term of the Warrants is the period from the First Settlement Date until the Final Valuation Date of the Warrants. The Cash Amount of the Warrants is paid out by the Issuer on a specific date defined in the Terms and Conditions. If the Warrants have an American exercise style, the Warrants may, subject to the occurrence of a term-ending event (e.g. Knock-Out Event), be exercised by the Warrant Holders during their term. However, all Warrants are exercised automatically at the end of the term. Investors should note that the Issuer has the right pursuant to the Terms and Conditions to terminate the Warrants extraordinarily, for example in the case of disruptions of trading in the Underlying or in financial instruments linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. If the Issuer exercises the termination right on short notice, the Warrant Holder may no longer have the opportunity to exercise its option right.

Factors affecting the price during the term of the Closed End Turbos

The price of the Turbos during their term depends in particular on the price of the Underlying during the term. Generally, the price of the Turbos falls when the price of the Underlying falls (Turbo Long) or rises (Turbo Short). A falling or rising of the price of the Underlying regularly has a disproportionately higher effect on the price of the Turbos compared to Put/Call Warrants.

The price of the Warrant depends, in addition to the price of the Underlying, also on the volatility of the Underlying, the lending costs of the Issuer, the interest rate level, and any dividend expectations, if applicable.]

[Product No 3: Specific risks associated with Open End Turbo Long and Open End Turbo Short

Risk factors relating to the term of the Warrants or to the Issuer's ability to terminate

In the case of Turbos with an unlimited term the Warrants do not have a fixed term (Open End). The term of the Warrants begins on the First Settlement Date and ends either (i) when a term-ending event defined in the Terms and Conditions (e.g. Knock-Out Event) occurs, or (ii) when exercised by the Warrant Holder, or (iii) when the Warrants are terminated by the Issuer pursuant to the Terms and Conditions. Investors should note that the Issuer has the right to terminate the Warrants extraordinarily pursuant to the Terms and Conditions, for example in the case of trading disruptions in the Underlying or in financial instruments linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. The Issuer furthermore has the right to terminate the Warrants ordinarily by announcement pursuant to the Terms and Conditions.

Investors should note that the Issuer may exercise its termination right in its reasonable discretion and is not subject to any commitments regarding the exercise of its termination right. The exercise of the termination right may occur on every day.

Therefore, investors should not rely on being able to hold a position in the Warrants for a longer period of time.

Risk of a total loss in the case of the occurrence of a Knock-Out Event

Investors in Open End Turbos bear the risk that the Open End Turbo Warrants expire worthless during their term, if a so-called Knock-Out Event has occurred.

A Knock-Out Event occurs, if an event defined in the Terms and Conditions occurs, which relates to the development of the price of the Underlying compared to a predefined price or value threshold (the so-called "Knock-Out Barrier"). If a Knock-Out Event occurs, the term of the Warrants ends automatically, the Option Right or the right to payment of a Cash Amount expires automatically and the Open End Turbos expire and are repaid at the Knock-Out Cash Amount which could be zero. Investors should note in this context that the price of the Open End Turbos is reduced disproportionately compared to classical Warrants, if the price of the Underlying approaches the Knock-Out Barrier.

It must be noted that in the case of Open End Turbo Long, the probability that a Knock-Out Event occurs is increased due to the recurring adjustment of the Knock-Out Barrier while the price of the Underlying remains constant. In the case of Open End Turbo Short, the probability that a Knock-Out Event occurs is increased due to the recurring adjustment of the Knock-Out Barrier, while the price of the Underlying remains constant, if the Refinancing Rate falls below the Readjustment Factor. The longer an investor holds the Open End Turbos in these cases, the higher is the risk of loss of the invested capital. In the case of Open End Turbo linked to Currency Exchange Rates, the risk that a Knock-Out Event occurs increases, if the difference between the Refinancing Rate and the Foreign Currency Refinancing Rate is increased (Open End Turbo Long) or decreased (Open End Turbo Short). The recurring adjustment of the Knock-Out Barrier is made on the basis of the respective Current Strike. The Strike is also adjusted on each Dividend Record Date. In the course of this adjustment of the Strike any dividends or cash amounts equivalent to dividends will be taken into

account (also considering the relevant Dividend Factor). As a consequence, in the case of Open End Turbo Long linked to performance indices, the Current Strike and accordingly the Knock-Out Barrier will increase, so that the probability of the occurrence of a Knock-out Event increases. The effect will be greater, the higher the dividends and/or the dividend taxation.

Investors cannot rely on being able to sell their Warrants at all or at all times prior to the occurrence of a Knock-Out-Event. Investors should consider in this context that the Issuer does not commit or is not under any obligation legally or otherwise towards the Warrant Holders to quote bid and ask prices for the Open End Turbos. Investors cannot rely on being able to exercise their Option Rights at all or at all times prior to the occurrence of a Knock-Out Event. Even if all other exercise preconditions set forth in the Terms and Conditions are fulfilled, an exercise is impossible on the day on which a Knock-Out Event occurs. All submitted Exercise Notices that have not been executed become automatically void on the occurrence of the Knock-Out Event.

Return and reinvestment risk in the case of ordinary termination by the Issuer

Warrant Holders should note that the term of the open-end Warrants is generally unlimited. The term of the open-end Warrants may, however, be terminated through an ordinary termination by the Issuer in accordance with the Terms and Conditions. In these cases, the Warrant Holder bears the risk that its expectations with respect to an increase in the price of the open-end Warrants can no longer be satisfied due to the termination of the term. It must furthermore be considered in the case of a termination that the Warrant Holder bears the reinvestment risk. This means that the Warrant Holder may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of a termination on less favourable market terms compared to those existing when the open end Warrant was acquired.

Factors affecting the price during the term of the Open End Turbos

The price of the Open End Turbos during the term depends in particular on the price of the Underlying during the term. Generally, the price of the Open End Turbos falls when the price of the Underlying falls (Open End Turbo Long) or rises (Open End Turbo Short). A falling or rising of the price of the Underlying regularly has a disproportionately higher effect on the price of the Open End Turbos compared to the Underlying.

In the case of Open End Turbos, the features Strike and Knock-Out Barrier are adjusted at least once a week. Due to these adjustments, the price of the Open End Turbos may decline irrespective of the performance of the Underlying, i.e. the price of the Open End Turbos depends, for example, also on the interest rate level and any dividends and/or dividend taxation, if applicable. In addition, the volatility of the Underlying may also affect the pricing of the Open End Turbos.

[Risk related to the Open End Turbos related to futures contracts with Transaction Fee

In the case of Open End Turbos related to futures contracts, it is to be noted that a "Transaction Fee" may be calculated to cover the transaction costs arising from the Rollover. The amount of such Transaction Fee is based on a number per futures contract, expressed in the Reference Currency. The application of the Multiplier to these transaction costs leads to a loss in value of the Warrants if the Transaction Fee is greater than zero (0). It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover, so the determination of the applicable Multiplier has to be considered twice.]]

[Product No 4: Specific Risks associated with Interest-Cap-Warrants

Risk of a lack of payments

Investors in Interest-Cap-Warrants bear the risk that the Interest-Cap-Warrants do not provide any payment of a Cash Amount on one or more Repayment Dates, if the difference between the Underlying Price and the Base Interest Rate [assigned to the respective Calculation Period] as determined on the respective Interest Determination Dates is either zero or even negative. Therefore, there is a risk of loss - up to the total loss of the invested capital including the related transaction costs.

The price of the Interest-Cap-Warrants during the term depends in particular on the price of the Underlying during the term and in particular on the Interest Determination Dates. Generally, the price of the Interest-Cap-Warrants falls when the price of the Underlying falls.]

Risk factors relating to certain types of Underlyings

Depending on the Underlying(s) to which the Warrants give exposure, investors are exposed to further risks stemming from the type of Underlying and the behaviour of its market prices as the Cash Amount an Investor may receive according to the terms and conditions of the Warrant depends on the development of the price of the Underlying. The types of Underlyings foreseen in this Programme differ significantly as per their typical price volatility. Investors should only invest in Warrants if they are familiar with the relevant Underlying and have a comprehensive understanding of the type of Underlying itself, the market and other rules of the relevant Underlying as this is prerequisite to understand the risks associated with the Warrants; a lack of such understanding may have material adverse effects for the respective investor and result in losing such investors investment entirely or partly.

Risk factors relating to conflicts of interest

Investors are exposed to the risk that direct or indirect actions of the Issuer have negative effects on the market price of the Warrants or otherwise negatively affect the Warrant Holders and conflicts of interest may make such actions more likely; for a description of possible conflicts of interest, please see E.4 below

E. OFFER

- | | | |
|-------------|---|---|
| E.2b | Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks: | The issue of the Warrants is part of the ordinary business activity of the Issuer and is undertaken solely to generate profits which is also the reason for the offer. |
| E.3 | Description of the terms and conditions of the offer: | Terms and conditions to which the offer is subject
Not applicable; there are no conditions to which the offer is subject.

Individual issues of Warrants will be offered permanently (<i>Daueremissionen</i> , " tap issue ").

The Warrants will be offered in the Offer State(s) starting: [●]. |

The Issue Date is [●].

[The Warrants are offered for subscription during the subscription period, i.e. from [●] to [●]. The Issuer reserves the right to terminate the subscription period early. The Issuer is not obliged to issue subscribed Warrants.]

Selling restrictions

Warrants may be offered, sold, or delivered within a jurisdiction or originating from a jurisdiction only, if this is permitted pursuant to applicable laws and other legal provisions and if no obligations arise for the Issuer.

The Warrants have not been and will not be registered under the Securities Act and may include Warrants in bearer form that are subject to U.S. tax law requirements. Warrants may not be offered, sold or delivered within the United States or, for the account and benefit of U.S. persons.

Initial Issue Price, costs and taxes when purchasing the Warrants

The Initial Issue Price(s) is (are) [●].

E.4 Description of any interest that is material to the issue/offer including conflicting interest:

[Not applicable; there are no such interests.]

[The Issuer may from time to time act in other capacities with regard to the Warrants, such as calculation agent or market maker/specialist which allow the Issuer to calculate the value of the Underlying or any other reference asset or determine the composition of the Underlying, which could raise conflicts of interest where securities or other assets issued by the Issuer itself or a group company can be chosen to be part of the Underlying, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

The Issuer may from time to time engage in transactions involving the Underlying for its proprietary accounts and for accounts under its management. Such transactions may have a positive or negative effect on the value of the Underlying or any other reference asset and consequently upon the value of the Warrants.

The Issuer may issue other derivative instruments in respect of the Underlying and the introduction of such competing products into the marketplace may affect the value of the Warrants.

The Issuer may use all or some of the proceeds received from the sale of the Warrants to enter into hedging transactions which may affect the value of the Warrants.

The Issuer may acquire non-public information with respect to the Underlying, and the Issuer does not undertake to disclose any such information to any Warrant Holder. The Issuer may also publish research reports with respect to the Underlying. Such activities could present conflicts of interest and may affect the value of the

Warrants.]

[Insert description of any further such interests]

- E.7** Estimated expenses charged to the investor by the Issuer or the offeror: [Not applicable as no such expenses will be charged to the investor by the Issuer or the offeror/s.] ***[insert description of any such costs]***

2. RISK FACTORS

Prospective investors should consider carefully the risks set forth below and the other information contained in this Prospectus prior to making any investment decision with respect to the Warrants. Prospective investors should note that the risks described below are not the only risks the Issuer faces. The Issuer has described only those risks relating to its business, operations, financial condition or prospects that it considers to be material and of which it is currently aware. There may be additional risks that the Issuer currently considers not to be material or of which it is not currently aware, and any of these risks could have the effects set forth above.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) and reach their own views prior to making any investment decision.

Words and expressions defined in the section entitled "4. Terms and Conditions of the Warrants" shall have the same meanings in this section "2. Risk Factors".

2.1. Factors that may affect the Issuer's ability to fulfil its obligations under the Warrants issued under this Programme:

Each of the Issuer related risks highlighted below could have a material adverse effect on the Issuer's business, operations, financial condition or prospects which, in turn, could have a material adverse effect on the amounts which investors will receive in respect of the Warrants. In addition, each of the Issuer related risks highlighted below could adversely affect the trading price of the Warrants or the rights of investors under the Warrants and, as a result, investors could lose some or all of their investment.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Warrants to be issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purposes of assessing the market risks associated with Warrants to be issued under the Programme are described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Warrants to be issued under the Programme, but the inability of the Issuer to pay amounts on or in connection with any Warrants may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.

2.1.1 Risks related to the business of Erste Group

Difficult macroeconomic and financial market conditions may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects.

As a result of the global financial crises from the second half of 2007 until 2009, levels of public sector debt around the world and the perceived and/or actual instability of numerous credit institutions in certain European countries, including, in particular Spain, Greece, Portugal, Italy, Ireland, Cyprus and Slovenia, and - in addition to the Eurozone - Ukraine and Russia, had a negative impact on macroeconomic conditions. By the end of 2014, the Eurozone was close to stagnation with weaknesses apparent also in the core Euro area

countries. Many European economies continued to face structural challenges as unemployment and structural debt levels remained high. With inflation expectations potentially falling further, the risk of Euro area deflation remains present.

In response to the global financial crisis, unprecedented steps have been taken to help stabilise the financial system and increase the flow of credit in the global economy. There can be no assurances as to the actual impact that these measures and related actions will have on the financial markets, on consumer and corporate confidence generally and on Erste Group specifically. In order to prevent further deterioration of economic growth and to respond to concerns about the effects of the European sovereign debt crisis, the European Central Bank ("**ECB**") (among other central banks) announced a plan to buy unlimited amounts of government bonds of distressed countries partially in exchange for their request for and acceptance of a formal programme including certain austerity reforms. However, monetary policy objectives have decoupled significantly across countries. The U.S. Federal Reserve Bank ("**FED**") gradually reduced its bond-buying program (referred to as "tapering") and ceased its program in October 2014. In 2015 and 2016, the FED increased the interest rate twice. This development was driven by a continuing solid growth of the U.S. economy and the recovery of the U.S. employment market. The ECB, on the other hand, commenced the broad-based asset purchase program in March 2015, which is currently intended to last until December 2017. The current ultra-low interest environment creates further pressure on the financial sectors globally. The impact of the ECB's or any other entity's actions in the future is currently unknown and these actions may or may not result in the expected benefits for the relevant economies. Variances in monetary policy may result in increased volatility in debt and foreign exchange markets. Moreover, excesses in both advanced and particularly emerging economies, may be exposed. The outlook for the European and global economy remains challenging, due to the difficult situation in the emerging economies.

During 2015 and 2016, the Eurozone economy recovered moderately, accompanied by a positive trend of leading indicators for inflation and a declining unemployment rate within the Eurozone. The major pillar for growth in the Eurozone remained private consumption, also benefiting from low energy prices. The positive development in the Eurozone is expected to continue, however, the volatility of the financial markets due to the drop in oil prices, geopolitical uncertainties over Greece, Russia, Ukraine and Syria and the slowdown in China, pose a downside risk. In 2016, together with Great Britain (keyword: "Brexit"), China's economic transformation influences the global economy in terms of increased volatility in share prices on stock markets as well as commodity markets and results in declining foreign exchange reserves. Immediately following the U.S. presidential election, investors sold equities and other risky investments. The exchange rates of most emerging market currencies – especially the Mexican peso – and the Euro against the U.S. Dollar as well as the oil price dropped. However, within a short period of time, in particular the situation on the equity and crude oil markets improved and long-term U.S. interest rates increased in anticipation of higher future inflation rates. This global economic situation combined with increasing geopolitical challenges has implications on the Eurozone and may lead to corresponding risks within the Eurozone.

Erste Group's performance will continue to be influenced by conditions in the global, and especially European, economy. The outlook for the European and global economy over the near to medium term remains challenging, which also impacts prospects for stabilisation and improvement of economic and financial conditions in Central and Eastern Europe. In general, should economic conditions affecting Erste Group's operating markets remain subdued, Erste Group's results and operations may be materially and adversely affected.

Erste Group has been and may continue to be affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of certain countries.

In recent years, the sovereign debt markets in the Eurozone have experienced substantial stress as the financial markets have begun to perceive a number of countries as presenting an increased credit risk. These concerns have been particularly prominent with respect to Greece, Ireland, Italy, Portugal, Spain, Cyprus and Slovenia and - in addition to the Eurozone - Ukraine and Russia, and were threatening the recovery from the global financial and

economic crisis. These concerns have persisted in light of increasing public debt levels and stagnating economic growth in these and other European countries both within and outside the Eurozone, including countries in Central and Eastern Europe. Despite a number of measures taken by European governments, the ECB and European regulators to control and mitigate the negative effects of the crisis, the business environment in general, and the financial markets in particular, weakened as the uncertainty surrounding the sovereign debt crisis and EU efforts to resolve the crisis continued to intensify.

The effects of the sovereign debt crisis have especially impacted the financial sector as a large portion of the sovereign debt of Eurozone countries is held by financial institutions, including Erste Group. Concerns over the ability of highly indebted Eurozone sovereigns to manage their debt levels could continue to intensify, debt restructuring negotiations similar to those with Greece could take place with respect to the sovereign debt of other affected countries, and the outcome of any negotiation regarding changed terms (including reduced principal amounts or extended maturities) of such sovereign debt may result in Erste Group suffering additional impairments. Any such negotiations are highly likely to be subject to political and economic pressures beyond Erste Group's control.

Distracted by an unresolved migration crisis and negotiations on the terms of Great Britain's departure from the European Union, Eurozone leaders could be caught unprepared by a new storm on financial markets. Global market turmoil since the start of 2016 has helped set warning lights flashing in Eurozone sovereign bond markets. In early February 2016, the premium that investors charge to hold Portuguese, Spanish and Italian government debt rather than German bonds hit some of the highest levels since the Eurozone crisis that peaked in the years 2011 and 2012. European credit institution shares have been badly hit by concerns over their high stock of non-performing loans ("**NPL**"), new regulatory burdens and a squeeze on profits due to negative official interest rates. New EU banking regulations that force shareholders and bondholders to take first losses if a credit institution needs rescuing are further spooking the market, notably in Italy. All this comes at a time when public resistance to further austerity measures has surged all over southern Europe, resulting in increasing support for populist parties and leading to unexpected results at national and/or regional elections.

Erste Group is also exposed to the credit risk of financial institutions which may be dependent on governmental support to continue their operations. The availability of government funds or the willingness of governments for such support is unclear given current levels of public debt in several Eurozone countries. In addition, hedging instruments, including credit default swaps, could provide ineffective if restructurings of outstanding sovereign debt avoid credit events that would trigger payment under such instruments or if the amounts ultimately paid under such instruments do not correspond to the full amount of net exposure after hedging. Any restructuring of outstanding sovereign debt may result in potential losses for Erste Group and other participants in transactions that are not covered by pay-outs on hedging instruments that Erste Group has entered or may enter into to protect against the risk of default.

Erste Group has experienced, and may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.

Erste Group is, and may in the future continue to be, exposed to the risk that borrowers may not repay their loans according to their contractual terms, that the collateral or income stream securing the payment of these loans may be insufficient, or that legislation is imposed setting fixed exchange rates for loans in foreign currencies.

The effects of the global economic and financial crisis, such as stagnating or declining growth rates or negative gross domestic product ("**GDP**") development, significantly reduced private consumption and corporate investment, rising unemployment rates and decreasing private and commercial property values in certain regions, have had in recent years a particularly negative effect on the credit quality of Erste Group's loan portfolio in certain countries in which it operates, particularly in Romania, Hungary and Croatia. This is particularly true for customer loans in currencies other than the local currency of the customer's jurisdiction, i.e. many of Erste Group's retail and corporate customers in Hungary, Romania, Croatia, Serbia

and Austria have taken out loans which are denominated in currencies other than their relevant local currencies (primarily in EUR, USD and CHF) ("**FX loans**"). As the value of the local currency declines versus the foreign currencies of such loans, as occurred in certain CEE countries during the economic downturn, the effective cost of the foreign currency denominated loan to the local customer may increase substantially, which can lead to delinquent payments on customer loans, migration of previously highly-rated loans into lower-rated categories and, ultimately, increases in NPL and impairment charges.

A proportion of FX loans, especially the mortgage loans in CHF in Austria, which most of them have already been signed some years ago, are bullet repayment loans (*endfällige Verbraucherkredite*) which are secured by a repayment vehicle (*Tilgungsträger*). Adverse movements in the market price of such instruments for accumulating capital for bullet repayment and foreign currency risk applicable to repayment vehicles denominated in currencies other than the currency of the customer's jurisdiction may negatively affect the position of the loan secured by such repayment vehicle. This may increase the risk of a debtor defaulting under the loan.

Potential higher interest rates in countries of Erste Group's core markets could result in more debtors to be unable to repay their loans according to their contractual terms and consequently lead to an increase of Erste Group's NPL.

Deterioration in the quality of Erste Group's credit portfolio and increases in NPL may result in increased risk costs for Erste Group. Erste Group's risk costs are based on, among other things, its analysis of current and historical probabilities of default and loan management methods and the valuation of underlying assets and expected available income of clients, as well as other management assumptions. Erste Group's analyses and assumptions may prove to be inadequate and might result in inaccurate predictions of credit performance.

In line with regulatory requirements and accounting standards Erste Group evaluates the need and allocates credit risk provisions on its balance sheet to cover expected losses on its loan portfolio. Credit risk provisions are calculated for financial assets carried at amortised cost (loans and advances, financial assets held to maturity) in accordance with IAS 39 and for contingent liabilities (financial guarantees, loan commitments) in accordance with IAS 37.

Credit loss provisioning is done on customer level. The process includes the default and impairment identification and the type of assessment (individual or collective); it also includes the decision of responsibilities. Customer level means, if one of the customer's exposures is classified as defaulted then, normally, all of that customer's exposure is classified as defaulted.

During the process the credit institution distinguishes between:

- specific provisions calculated for exposures to defaulted customers that are deemed to be impaired, and
- portfolio provisions (provisions for incurred but not reported losses) calculated for exposures to non-defaulted customers or defaulted customers that are not deemed to be impaired.

These provisions reflect Erste Group's estimates of losses in its loan portfolio. If a higher than expected proportion of Erste Group's customers default or if the average amount lost as a result of defaults is higher than expected or if individual customers unexpectedly default, actual losses due to customer defaults will exceed the amount of provisions already taken and Erste Group's operating result will be adversely affected.

IFRS 9 is the International Accounting Standards Board's replacement of IAS 39 and will be mandatory effective for periods beginning on or after 1 January 2018. The new standard incorporates a new expected loss impairment model and introduces new requirements for classifying and measuring financial assets. Thus, the above described provisioning process will materially change but transition by Erste Group to IFRS 9 will not be earlier than 1 January 2018.

In 2016, Erste Group's management was continuing to screen critical portfolios and further strengthening of the risk profile. This has been particularly demonstrated by the continuous

increase of the performing portfolio and decrease of NPL and risk costs for several quarters. Management actions resulted in improved profitability, asset quality, lending and capital levels. In addition, like in 2015, emphasis was put on strengthening risk governance and ensuring compliance with regulatory requirements.

On the basis of an increasing performing portfolio and the significant decrease in risk costs, the NPL portfolio as well as the NPL ratio have been further reduced. The overall NPL coverage ratio (ratio of risk provisions for loans and advances to customers on Erste Group's balance sheet as a percentage of NPL and advances to customers) of problematic portfolios corresponds well with the defined workout strategies (e.g. going concern, gone concern or portfolio sale). In Romania, Austria, Czech Republic, Croatia, Slovakia and Hungary, Erste Group has continued with portfolio sales in 2016, although the total amount of sold problem loans is below the amount of preceding years. Workout activities could over-compensate new inflows of NPL and achieve the reduction of NPL through successful recoveries, cures and write-offs.

Erste Group seeks to maintain an NPL coverage ratio that, in management's judgement, is appropriate to cover potential credit losses. However, there can be no assurances that the current NPL coverage ratio will not decline in the future, that annual risk costs will not increase or that the NPL coverage ratio will prove to be sufficient.

Deterioration in credit quality may continue in certain countries where Erste Group operates and could even intensify if economic conditions remain difficult or if improving business climates are temporary. In addition, unanticipated political events or a lack of liquidity in certain CEE economies could result in credit losses which exceed the amount of Erste Group's loan loss provisions.

Each of the above factors has had in the past and could have in future periods a material adverse effect on Erste Group's results of operations, financial condition and capital base.

Erste Group is subject to significant counterparty risk, and defaults by counterparties may lead to losses that exceed Erste Group's provisions.

In the ordinary course of its business, Erste Group is exposed to the risk that third parties who owe it money, securities or other assets will not perform their obligations. This exposes Erste Group to the risk of counterparty defaults, which have historically been higher during periods of economic downturn.

In the ordinary course of its business, Erste Group is exposed to a risk of non-performance by counterparties in the financial services industry. This exposure can arise through trading, lending, clearance and settlement and many other activities and relationships. These counterparties include brokers and dealers, custodians, commercial credit institutions, investment banks, mutual and hedge funds, and other institutional clients. Many of these relationships expose Erste Group to credit risk in the event of counterparty default. In addition, Erste Group's credit risk may be exacerbated when the collateral it holds cannot be realised or is liquidated at prices below the level necessary to recover the full amount of the loan or cover the full amount of derivative exposure. Many of the hedging and other risk management strategies utilised by Erste Group also involve transactions with financial services counterparties. A weakness or insolvency of these counterparties may impair the effectiveness of Erste Group's hedging and other risk management strategies. Erste Group will incur losses if its counterparties default on their obligations. If a higher than expected proportion of Erste Group's counterparties default, or if the average amount lost as a result of defaults is higher than expected, actual losses due to counterparty defaults will exceed the amount of provisions already taken. If losses due to counterparty defaults significantly exceed the amounts of Erste Group's provisions or require an increase in provisions, this could have a material adverse effect on Erste Group's business, financial condition and results of operations.

Concerns about potential defaults by one financial institution can lead to significant liquidity problems, losses or defaults by other financial institutions as the commercial and financial soundness of many financial institutions is interrelated due to credit, trading and other relationships. Even a perceived lack of creditworthiness may lead to market-wide liquidity

problems. This risk is often referred to as "systemic risk", and it affects credit institutions and all other types of intermediaries in the financial services industry. Systemic risk could lead to a need for Erste Group as well as other credit institutions in the markets in which Erste Group operates to raise additional capital while at the same time making it more difficult to do so. Systemic risk could therefore have a material adverse effect on Erste Group's business, financial condition, results of operations, liquidity or prospects.

Erste Group's hedging strategies may prove to be ineffective.

Erste Group utilises a range of instruments and strategies to hedge risks. Unforeseen market developments may have a significant impact on the effectiveness of hedging measures. Instruments used to hedge interest and currency risks can result in losses if the underlying financial instruments are sold or if valuation adjustments must be undertaken. Gains and losses from ineffective risk-hedging measures can increase the volatility of the results generated by Erste Group, which could have a material adverse effect on Erste Group's business, financial condition and results of operations.

Erste Group is exposed to declining values of the collateral supporting commercial and residential real estate loans.

Erste Group has significant exposure collateralised by commercial and residential real estate. Real estate market prices are dependent on several parameters of the economic surroundings. Furthermore changes can also arise by unforeseeable events. Therefore, real estate market price trend differs from region to region where Erste Group is operating. On the one hand, in some regions the whole market for real estate declines or the demand moves from premium to low-priced real estate because of actual economic problems, such as migration of firms and high unemployment rates, or economic uncertainty. As a result the real estate prices decline in general. On the other hand, mainly residential real estate prices increase more than expected in some regions. It has to be considered that the upward trend can stagnate and even go into reverse. The volatility of real estate values can cause some risks concerning collateralisation of this exposure portfolio and can lead to lower proceeds in case of realization of that collateral. As a result, this can have an adverse impact on the Erste Group balance sheet.

Market fluctuations and volatility may adversely affect the value of Erste Group's assets, reduce profitability and make it more difficult to assess the fair value of certain of its assets.

Financial markets could face periods of significant stress conditions when steep falls in perceived or actual values of assets held by credit institutions and other financial institutions could be accompanied by a severe reduction in market liquidity. Prices of the financial assets in the Eurozone have been driven up by the ECB monetary policy measures applied since 2015, whose termination would lead to financial assets price adjustment. Future deteriorations in economic and financial market conditions could lead to impairment charges or revaluation losses. Despite recent robustness of both economic and financial market conditions in the markets in which Erste Group is active, the value of financial assets may start to fluctuate significantly and materially impact Erste Group's capital and comprehensive income if the fair value of financial assets declines.

Market volatility and illiquidity may make revaluation of certain exposures difficult, and the value ultimately realised by Erste Group may be materially different from the current or estimated fair value. In addition, Erste Group's estimates of fair value may differ materially both from similar estimates made by other financial institutions and from the values that would have been used if a market for these assets had been readily available. Any of these factors could require Erste Group to recognise further revaluation losses or realise impairment charges, any of which may adversely affect its business, financial condition, results of operations, liquidity or prospects.

Erste Group is subject to the risk that liquidity may not be readily available.

Erste Group relies on customer deposits to meet a substantial portion of its funding requirements. The majority of Erste Group's deposits are retail deposits, a significant proportion of which are demand deposits. Such deposits are subject to fluctuation due to

factors outside Erste Group's control, and Erste Group can provide no assurances that it will not experience a significant outflow of deposits within a short period of time. Because a significant portion of Erste Group's funding comes from its deposit base, any material decrease in deposits could have a negative impact on Erste Group's liquidity unless corresponding actions were taken to improve the liquidity profile of other deposits or to reduce liquid assets, which may not be possible on economically beneficial terms, if at all.

As credit providers, group companies of Erste Group are exposed to market liquidity risk, which arises from an inability to easily sell an asset because there is inadequate market liquidity or market disruption. They are also exposed to funding liquidity risk, which is an exposure to losses arising out of a change in the cost of refinancing, or from a spread over a certain horizon and confidence level, or from insolvency of counterparties, which may result in difficulties in meeting future payment obligations, either in full, on time or on economically beneficial terms.

Credit and money markets worldwide have experienced and continue to experience a reluctance of credit institutions to lend to each other because of uncertainty as to the creditworthiness of the borrowing credit institution. Even a perception among market participants that a financial institution is experiencing greater liquidity risk may cause significant damage to the institution, since potential lenders may require additional collateral or other measures that further reduce the financial institution's ability to secure funding. This increase in perceived counterparty risk has led to further reductions in the access of Erste Group, along with other credit institutions, to traditional sources of liquidity, and may be compounded by further regulatory restrictions on funding and capital structures as well as calculation of regulatory capital and liquidity ratios.

If Erste Group has difficulty in securing adequate sources of short- and long-term liquidity or if there were material deposit outflows this would have a material adverse effect on its business, financial condition and results of operations.

Rating agencies may suspend, downgrade or withdraw a rating of Erste Group Bank and/or a local entity that is part of Erste Group or a country where Erste Group is active, and such action might negatively affect the refinancing conditions for Erste Group Bank, in particular its access to debt capital markets.

Erste Group Bank's credit ratings are important to its business. A rating is the opinion of a rating agency on the credit standing of an issuer, i.e., a forecast or an indicator of a possible credit loss due to insolvency, delay in payment or incomplete payment to the investors. It is not a recommendation to buy, sell or hold securities. Such credit ratings have been issued by credit rating agencies established in the European Community and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. Erste Group Bank's long-term credit ratings are: Standard & Poor's, A- (outlook positive); Moody's, Baa1 (outlook stable); and Fitch, A- (outlook stable).

A rating agency may in particular suspend, downgrade or withdraw a rating. A rating may also be suspended or withdrawn if Erste Group were to terminate the agreement with the relevant rating agency or to determine that it would not be in its interest to continue to supply financial data to a rating agency. A downgrading of the rating may lead to a restriction of access to funds and, consequently, to higher refinancing costs. A rating could also be negatively affected by the soundness or perceived soundness of other financial institutions.

A rating agency may also suspend, downgrade or withdraw a rating concerning one or more countries where Erste Group operates or may publish unfavourable reports or outlooks for a region or country where Erste Group operates. Moreover, if a rating agency suspends, downgrades or withdraws a credit rating or publishes unfavourable reports or outlooks on Austria or any other country where Erste Group operates, this could increase the funding costs of Erste Group.

Rating actions of rating agencies may also be triggered by changes in their respective rating methodology, their assessment of government support, as well as by regulatory activities (e.g. introduction of bail-in regimes).

Any downgrade of the credit rating of Erste Group Bank or any member of Erste Group, or of the Republic of Austria or any other country in which Erste Group has significant operations, could have a material adverse effect on its liquidity and competitive position, undermine confidence in Erste Group, increase its borrowing costs, limit its access to funding and capital markets or limit the range of counterparties willing to enter into transactions with Erste Group and would as a consequence have a material adverse effect on its business, financial condition and results of operations.

New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.

There are consistently numerous ongoing initiatives for developing new, implementing and amending existing regulatory requirements applicable to European credit institutions, including Erste Group. Such initiatives which aim to continuously enhance the banking regulatory framework (also in response to the global financial crisis and the European sovereign debt crisis), *inter alia*, include the following:

- *Basel III and CRD IV-Package.*

In June 2011, January 2013 and October 2014, the Basel Committee on Banking Supervision ("**BCBS**") published its (final) international regulatory framework for credit institutions (known as "**Basel III**"), which is a comprehensive set of reform measures to strengthen the regulation, supervision and risk management of the banking sector. The main parts of Basel III have been transposed into European law by the CRD IV package, i.e. the "Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC" (*Capital Requirements Directive IV - "**CRD IV**"*) and the "Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012" (*Capital Requirements Regulation - "**CRR**"*).

The CRD IV-package in particular (further) increased the qualitative and quantitative requirements for regulatory capital (own funds) and the required capital for derivative positions as well as newly introduced requirements for liquidity standards and a leverage ratio.

The CRR (an EU regulation which directly applies in all EU Member States without any national implementation) as well as the Austrian federal law implementing the CRD IV into Austrian law, which includes amendments to the Austrian Banking Act (*Bankwesengesetz – "**BWG**"*) (and certain related regulations), are applicable since 1 January 2014 subject to certain transitional provisions.

- *Changes in Recognition of Own Funds.*

Due to regulatory changes, certain existing capital instruments (which have been issued in the past) will be subject to (gradual) exclusion from own funds (grandfathering) or reclassification as a lower category of own funds. For example, existing hybrid capital instruments will, over time, be phased out.

- *Additional Capital Requirements.*

- Articles 128 to 140 CRD IV introduce provisions that may require institutions to maintain newly defined specific capital buffers in addition to the CET 1 capital maintained to meet the own funds requirements imposed by the CRR and potentially any Pillar 2 additional own funds requirements. In Austria, these provisions have been implemented into national law in §§ 23 to 23d BWG. Most of these buffer requirements will be gradually phased in starting from 1 January 2016 until 1 January 2019. The Austrian Capital Buffers Regulation (*Kapitalpuffer-Verordnung – "**KP-V**"*) of the FMA further stipulates the calculation,

determination and recognition of the countercyclical buffer rate pursuant to § 23a(3) BWG, the determination of the capital buffer rate for systemic vulnerability and for systemic concentration risk (= systemic risk buffer) pursuant to § 23d(3) BWG and of the capital buffer for other systemically important institutions ("**O-SIIs**") pursuant to § 23c(5) BWG (both to be determined on a consolidated level), and the more precise elaboration of the calculation basis pursuant to § 24(2) BWG concerning the calculation of the maximum distributable amount.

Pursuant to the KP-V, the countercyclical buffer rate is currently set at 0.00% for significant credit exposures located in Austria. In addition, national countercyclical buffers determined by the designated authorities of other Member States and third countries for significant credit exposures located in their respective territories apply. However, if such national countercyclical buffer rates exceed 2.50%, a capped countercyclical buffer rate amounting to 2.50% is used for such credit exposures. In this regard, the following countercyclical buffer rates above 0.00% apply to Erste Group on the total risk exposure in other EU jurisdictions: a 0.50% countercyclical buffer in the Czech Republic since 1 January 2017 and a 0.50% countercyclical buffer in the Slovak Republic as of 1 August 2017. For Erste Group (which qualifies as an O-SII), the KP-V stipulates a systemic risk buffer and an O-SII buffer, each totaling 0.50% (since 1 January 2017), 1.00% (as of 1 January 2018) and 2.00% (as of 1 January 2019). In Austria (and therefore in the case of Erste Group) the highest of such capital buffer rates at any given time applies.

On 23 November 2016, the European Commission published a proposal for a European Directive amending the CRD IV. The proposed amendments, *inter alia*, are intended to clarify the conditions for the application of Pillar 2 capital add-ons stemming from the CRD IV (Article 104(1)(a) CRD IV), distinguishing between:

- Pillar 2 capital requirements that are mandatory and imposed by supervisors to address risks not covered or not sufficiently covered by Pillar 1 and buffer capital requirements; and
- Pillar 2 capital guidance that refers to the possibility of competent authorities to communicate to an institution their expectations for such institution to hold capital in excess of Pillar 1 capital requirement, Pillar 2 capital requirements and combined buffer requirements in order to cope with forward looking and remote situations.

The proposal furthermore clarifies that the use of Pillar 2 capital add-ons are institution-specific measures that should be used to address specific situations, but not to deal with macro-prudential or systemic risks. It further provides that Pillar 2 capital add-ons should be confined to a purely micro-prudential perspective.

- Erste Group has the indication that the ECB will require it to reflect a future risk-weighted assets ("**RWA**") increase on the consolidated level of Erste Group in the context of the planned roll-out of the internal ratings based ("**IRB**") approach in Banca Comercială Română ("**BCR**"), whereas this RWA increase will already become effective in the first half of 2017 (i.e. before the roll-out will take place; presumably in the second half of 2018). This RWA increase front-loads the expected difference in RWA between the treatments of exposures in standardised approach compared to the treatments in IRB. The impact on the CET 1 ratio is expected to be modest.

Furthermore, internal models adopted to compute credit RWA in Pillar 1 and respective validations have been assessed by the competent authorities. These models are planned to be made subject to a revision in the near future with the specific view of addressing identified findings and incorporating regulatory changes. In the context of these assessments Erste Group has

been informed about supervisory measures, whereas details of these measures are not fully known yet to Erste Group and depend on the concrete supervisory specification. Such measures could lead to a further net moderate increase of RWA in 2017 impacting the CET 1 ratio modestly.

- *BCBS' Reviews of Banking Regulatory Framework.*

As part of its continuous effort to enhance the banking regulatory framework, the BCBS is reviewing the standardised approaches of the capital requirement frameworks for credit and operational risk, *inter alia*, in a view to reduce mechanistic reliance on external ratings. In addition, the role of internal models is under review in the aim to reduce the complexity of the regulatory framework, improve comparability and address excessive variability in the capital requirements for credit risk. The BCBS is also working on the design of a capital floor framework based on the revised standardised approaches for all risk types. This framework will replace the current capital floor for credit institutions using internal models, which is based on the Basel I standard. The BCBS will consider the calibration of the floor alongside its other work on revising the risk-based capital framework. Moreover, the BCBS has conducted a review of trading book capital standards, resulting in new minimum capital requirements for market risk. The BCBS had intended to finalise all revisions to the Basel III framework at or around the end of 2016. However, on 3 January 2017, the Basel Committee announced that it had postponed finalisation until "the near future". Whereas the BCBS' final calibration of the proposed new frameworks and subsequently, how and when these will be implemented in the European Union are still uncertain, the European Commission published a proposal on certain aspects of on-going reform such as the revised market risk framework as part of its draft banking reform package of 23 November 2016. On this basis, currently no firm conclusions regarding the impact on the potential future capital requirements, and consequently how this will affect the capital requirements for Erste Group, can be made.

- *Bank Recovery and Resolution Legislation.*

The "Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms" (*Bank Recovery and Resolution Directive - "BRRD"*) has been implemented in Austria into national law by the Austrian Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz – "BaSAG"*) which entered into force on 1 January 2015. The BRRD/BaSAG establishes a framework for the recovery and resolution of credit institutions and, *inter alia*, requires institutions to draw up "recovery plans" which set out certain arrangements and measures that may be taken to restore the long-term viability of the financial institution in the event of a material deterioration of its financial position. In addition, institutions have to meet, at all times, the minimum requirement for own funds and eligible liabilities ("**MREL**") set by the resolution authority on a case-by-case basis. Measures undertaken under the BRRD/BaSAG may also have a negative impact on debt instruments (such as, in particular, AT 1 instruments, Tier 2 instruments, other subordinated notes, but under certain circumstances also senior notes, including but not limited to Warrants) by allowing resolution authorities to order the write-down of such instruments or convert them into CET 1 instruments (see also the risk factor "*The Warrants may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Holders losing some or all of their investment in the Warrants (statutory loss absorption).*"). Apart from potentially being subject to resolution tools and other powers as set out under the SRM, the Issuer may also be subject to national insolvency proceedings.

- *Single Resolution Mechanism for European Banks.*

The Single Resolution Mechanism ("**SRM**") which started operationally in January 2016 is one of the components of the Banking Union, alongside the Single Supervisory Mechanism ("**SSM**") and a common deposit guarantee scheme. It is set to centralise key competences and resources for managing the failure of a credit institution in the participating Member States of the Banking Union. Under the SRM, the Single Resolution Board ("**SRB**") is, in particular, responsible for adopting resolution decisions in close cooperation with the ECB, the European Commission and the national resolution authorities in case of a failing (or likely failing) of a significant entity subject to direct supervision of the ECB, such as the Issuer (see also the risk factor "*The Warrants may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Holders losing some or all of their investment in the Warrants (statutory loss absorption).*"). The SRM complements the SSM and aims to ensure that if a credit institution subject to the SSM faces serious difficulties, its resolution can be managed efficiently with minimal costs to taxpayers and the real economy.

The SRM is governed by: (i) the "Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010" (*Single Resolution Mechanism Regulation – "**SRM Regulation**"*) covering the main aspects of the mechanism and broadly replicating the BRRD rules on the recovery and resolution of credit institutions; and (ii) an intergovernmental agreement related to some specific aspects of the Single Resolution Fund ("**SRF**").

The SRF shall be composed of contributions from credit institutions and certain investment firms in the participating Member States. The SRF shall be gradually built up during the first eight years (2016 - 2023) and shall reach the target level of at least 1% of the amount of covered deposits of all credit institutions within the Banking Union by 31 December 2023.

- **MREL.**

In order to ensure the effectiveness of bail-in and other resolution tools introduced by the BRRD, the BRRD requires that all institutions must meet an individual MREL requirement, currently to be calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities, with effect from 1 January 2016. In this regard, the European Commission issued a Delegated Regulation supplementing the BRRD, which specifies the current criteria for setting MREL ("**MREL Delegated Regulation**"). The MREL Delegated Regulation requires each resolution authority to make a separate determination of the appropriate MREL requirement for each group or institution within its jurisdiction, depending on the institution's resolvability, risk profile, systemic importance and other characteristics. As of the date of the Prospectus, no MREL has been set for Erste Group.

On 9 November 2015, the Financial Stability Board ("**FSB**") published its final principles and term sheet containing an international standard to enhance the loss absorbing capacity of global systemically important banks ("**G-SIBs**"). In the most recent list of G-SIBs updated by the FSB and the BCBS on 21 November 2016 Erste Group is not included and therefore, currently would not be subject to the total loss-absorbing capacity ("**TLAC**") standard as such. However, on-going work on the EU level intended to align TLAC implementation with the existing MREL framework, may have an impact on Erste Group.

The European Commission committed to review the existing MREL rules with a view to provide full consistency with the TLAC standard by considering the findings of a report that the EBA was required to provide to the European Commission under Article 45(19) BRRD. On 19 July 2016, the EBA published an interim version of the report on implementation and design of the MREL framework where it stated that its provisional view is that the preferred option should be changing the reference base of MREL to

RWA (complemented with a leverage ratio exposure backstop requirement). The final report (confirming this view) was published on 14 December 2016.

On 23 November 2016, the European Commission published a proposal for a European Directive amending the BRRD and a proposal for a European Regulation amending the SRM Regulation. The main objective of those proposals is to implement the TLAC standard and to integrate the TLAC requirement into the general MREL rules thereby avoiding duplication from the application of two parallel requirements. Although TLAC and MREL pursue the same regulatory objective, there are some differences between them in the way they are constructed. The European Commission is proposing to integrate the TLAC standard into the existing MREL rules and to ensure that both requirements are met with largely similar instruments, with the exception of the subordination requirement, which, for the purposes of MREL, will be institution-specific and determined by the resolution authority.

The European Commission's proposals require the introduction of limited adjustments to the existing MREL rules ensuring technical consistency with the structure of any requirements for global systemically important institutions ("**G-SIIs**"). In particular, technical amendments to the existing rules on MREL are needed to align them with the TLAC standard regarding inter alia the denominators used for measuring loss-absorbing capacity, the interaction with capital buffer requirements, disclosure of risks to investors, and their application in relation to different resolution strategies.

On 14 December 2016, the EBA has published its final report on MREL (EBA-Op-2016-21). This report quantifies the current MREL stack and estimates potential financing needs of European Union credit institutions under various scenarios, assesses the possible macroeconomic costs and benefits of introducing MREL in the European Union, and recommends a number of changes to reinforce the MREL framework and integrate the international standards on TLAC in the European Union's MREL. The report is addressed to the European Commission, which issued its banking reform package on 23 November 2016. The European Parliament and Council will deliberate on this package in the coming months and the report will shed light on a number of technical issues still open for discussion.

While the general goal of these proposals is now well understood, it is too early to confirm the exact amendments that will be introduced, the timing of their introduction and consequently the precise impact on the Issuer.

It is possible that the Issuer has to issue additional MREL eligible liabilities (including, potentially, further Tier 2 instruments, other subordinated debt and/or certain other types of debt ranking senior to subordinated notes) in order to meet the additional requirements (see also the risk factor "*The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities.*").

- *EU Banking Reform Package of the European Commission.*

On 23 November 2016, the European Commission published consultation drafts for the revision of the CRD IV and the CRR as well as of the BRRD and the SRM Regulation. The proposal builds on existing EU banking rules and aims to complete the post-crisis regulatory agenda of the European Commission. The consultation drafts, which have been submitted to the European Parliament and to the Council for their consideration and adoption, include the following key elements: (i) more risk-sensitive capital requirements, in particular in the area of market risk, counterparty credit risk, and for exposures to central counterparties; (ii) a binding leverage ratio to prevent institutions from excessive leverage; (iii) a binding net stable funding ratio to address the excessive reliance on short-term wholesale funding and to reduce long-term funding risk; and (iv) the TLAC requirement for G-SIIs which will be integrated into the MREL logic applicable to all credit institutions. It also proposes a harmonised national insolvency ranking of unsecured debt instruments to facilitate credit institutions' issuance of such loss absorbing debt instruments.

Currently, no firm conclusions regarding the impact on the potential future capital requirements and consequently how this will affect the capital requirements for Erste Group can be made.

- *European Banking Authority's EU-wide Stress Tests.*

One of EBA's responsibilities is to ensure the orderly functioning and integrity of financial markets and the stability of the financial system in the EU. To this end, the EBA is mandated to monitor and assess market developments as well as to identify trends, potential risks and vulnerabilities stemming from the micro-prudential level. One of the primary supervisory tools to conduct such an analysis is the EU-wide stress test exercise: These regular EU-wide stress tests which also include Erste Group are conducted in a bottom-up fashion, using consistent methodologies, scenarios and key assumptions developed by EBA in cooperation with the European Systemic Risk Board ("**ESRB**"), the ECB and the European Commission. The EBA announced its plan to carry out its next EU-wide stress test in 2018, in line with its previous decision to aim for a biennial exercise; this next stress test shall also include an assessment of the impact of IFRS 9, which will be implemented on 1 January 2018; therefore, the new methodology will be revised to take into account the implementation of IFRS 9 both in the starting points as well as in the projections.

The application of the adverse scenario covering a three-year time horizon (2016 – 2018) resulted in a phased-in CET 1 ratio of 8.2% (year-end 2018) in the case of Erste Group versus a starting point of 12.3% at the end of 2015.

- *Structural Reform of the European Banking Sector.*

On 19 June 2015, the European Council agreed its negotiating stance on structural measures to improve the resilience of EU credit institutions. The proposal is aimed at further strengthening the stability by protecting the deposit-taking business of the largest and most complex EU credit institutions from potentially risky trading (see the risk factor "*In future, the Issuer may be obliged to stop proprietary trading and/or separate certain trading activities from its core banking business.*"). For the time being, it remains unclear whether the Issuer would be subject to the proposal once implemented.

- *MiFID II and MiFIR.*

The current EU regulatory framework for investment services and regulated markets set by the Directive 2004/39/EC will be updated by the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (*Markets in Financial Instruments Directive II – "MiFID II"*) and the Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (*Markets in Financial Instruments Regulation – "MiFIR"*). Due to a postponement, the (new) date of the application will be 3 January 2018 and the transposition of MiFID II into national laws will be required by 3 July 2017. As MiFID II and MiFIR will effect regulatory changes affecting derivatives, other financial instruments and related procedures, there will be increased costs and/or increased regulatory requirements. On 5 July 2017, the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018 – WAG 2018*) for the implementation of MiFID II in Austria was adopted by the Austrian Parliament. As such changes are still in the process of being implemented, the full impact of MiFID II and MiFIR remains to be clarified.

- *Stricter and Changing Accounting Standards.*

Prospective changes in accounting standards as well as those imposing stricter or more extensive requirements to carry assets at fair value, could also impact Erste Group's capital needs. Erste Group expects that prospective changes in accounting standards due to IFRS 9 (expected to become effective no earlier than 1 January 2018) will have a significant effect on balance sheet items and measurement methods for

financial instruments. Thus, in the area of classification and measurement, Erste Group identified a risk that part of its loan portfolio will have to be re-measured at fair value through profit or loss, due to the contractual cash flow characteristics. On the other hand, some debt securities currently measured at fair value through other comprehensive income may be measured at amortised cost due to the "held-to-collect contractual cash flows" business model applied to them. In the area of impairment loss, allowances are expected to increase materially for a limited range of non-defaulted exposures.

Additional, stricter and/or new regulatory requirements may be adopted in the future, and the existing regulatory environment in many markets in which Erste Group operates continues to evolve. The substance and scope of any such (new or amended) laws and regulations as well as the manner in which they are (or will be) adopted, enforced or interpreted may increase Erste Group's financing costs and could have an adverse effect on Erste Group's business, financial condition, results of operations and prospects.

In addition to complying with capital requirements on a consolidated basis of Erste Group, the Issuer is also subject to capital requirements on an individual basis. Furthermore, members of Erste Group which are subject to local supervision in their country of incorporation are, on an individual and on a (sub-)consolidated basis, also required to comply with applicable local regulatory capital requirements. It is therefore possible that individual entities within Erste Group or sub-groups have to comply with additional capital requirements, even though the Erste Group complies with the capital requirements on a consolidated basis.

Legislative and/or regulatory changes in the current definitions of what is deemed to qualify as own funds could reduce Erste Group's eligible capital and/or require reducing the RWA of the Issuer or Erste Group both on an individual and/or a consolidated basis. There can be no assurance that, in the event of any further changes of the applicable rules, adequate grandfathering or transition periods will be implemented to allow Erste Group to repay or replace such derecognised own funds instruments in a timely fashion or on favourable terms. In order to meet all applicable additional capital requirements, Erste Group may be required to hold additional capital in the future. Such capital, whether in the form of ordinary shares or other capital instruments recognised as own funds, may not be available on attractive terms or at all.

Further, any such regulatory development may expose Erste Group to additional costs and liabilities may require Erste Group to change how to conduct its business or otherwise have a negative impact on its business, the offered products and services as well as the value of its assets. There can be no assurance that Erste Group would be able to increase its eligible capital (or, thus, its capital ratios) sufficiently or on time. If Erste Group is unable to increase its capital ratios sufficiently and/or comply with (other) regulatory requirements, its credit ratings may drop and its cost of funding may increase, and/or the competent authorities may impose fines, penalties or other regulatory measures. The occurrence of all such consequences could have a material adverse effect on Erste Group's business, financial condition and results of operations.

The Issuer is subject to the risk of changes in the tax framework, in particular regarding bank tax and the introduction of a financial transaction tax.

The future development of the Issuer's assets, financial and profit position, *inter alia*, depends on the tax framework. Every future change in legislation, case law and the tax authorities' administrative practice may negatively impact on the Issuer's assets, financial and profit position.

The Issuer is subject to bank tax (*Stabilitätsabgabe*) pursuant to the Austrian Bank Tax Act (*Stabilitätsabgabegesetz*). The tax basis is the average unconsolidated balance sheet total. It is reduced, *inter alia*, by secured deposits, subscribed capital and reserves, certain liabilities against credit institutions that are being wound up or that are being restructured, certain export finance related liabilities for which the Republic of Austria has posted guarantees and certain liabilities resulting from the holding of assets on trust. The tax rate is 0.024% for that part of the tax basis exceeding EUR 300 million but not exceeding EUR 20 billion and 0.029% for that part exceeding EUR 20 billion. However, the bank tax must neither exceed certain

statutorily defined limits (*Zumutbarkeitsgrenze* and *Belastungsobergrenze*) nor undercut a minimum amount. In addition, a special payment of 0.211% for that part of the tax basis exceeding EUR 300 million but not exceeding EUR 20 billion and of 0.258% for that part exceeding EUR 20 billion shall be paid generally in four instalments in the first quarters of the years 2017 to 2020.

Pursuant to the proposal by the European Commission for a "Council Directive implementing enhanced cooperation in the area of financial transaction tax" eleven EU Member States, i.e. Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, the Slovak Republic, Slovenia and Spain ("**Participating Member States**") shall charge a financial transaction tax ("**FTT**") on financial transactions as defined if at least one party to the transaction is established in the territory of a Participating Member State and a financial institution established in the territory of a Participating Member State is party to the transaction, acting either for its own account or for the account of another person, or is acting in the name of a party to the transaction (residency principle). In addition, the proposal contains rules pursuant to which a financial institution and, respectively, a person which is not a financial institution are deemed to be established in the territory of a Participating Member State if they are parties to a financial transaction in certain instruments issued within the territory of that Participating Member State (issuance principle). According to a publication by the Council of the European Union dated 8 December 2015, shares and derivatives shall be taxed initially. All Participating Member States except for Estonia have agreed on main features of the tax base, but not on the respective tax rates. It is unclear whether an FTT will be introduced at all. The FTT as proposed by the European Commission has a very broad scope and could, if introduced, apply to certain dealings in the Warrants (including secondary market transactions) in certain circumstances. If an FTT is introduced, due to higher costs for investors there is a risk that it would result in fewer transactions taking place, thereby negatively affecting the earnings of the Issuer. Prospective holders of the Warrants are advised to seek their own professional advice in relation to FTT.

The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities.

Under the SRM, each institution has to ensure that it meets at all times (on an individual basis and in case of EU parent undertakings (such as Erste Group) also on a consolidated basis) a MREL. Such minimum requirement currently shall be determined by the resolution authority and shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution. The scope, calculation and composition of the MREL is currently under review (see also the risk factor "*New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.*"). There is a risk that the Issuer may not be able to meet these minimum requirements for own funds and eligible liabilities which could result in higher refinancing costs, regulatory measures and, if resolution measures were imposed on the Issuer, could significantly affect its business operations and lead to losses for its creditors (including the Warrant Holders) and materially adversely affect the Issuer's ability to make payments on the Warrants.

The Issuer is obliged to contribute amounts to the Single Resolution Fund and to ex ante financed funds of the deposit guarantee schemes; this results in additional financial burdens for the Issuer and thus, adversely affects the financial position of the Issuer and the results of its business, financial condition and results of operations.

The SRM includes a Single Resolution Fund (SRF) to which credit institutions and certain investment firms in the participating Member States have to contribute.

Furthermore, the "Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes" (Directive on Deposit Guarantee Schemes – "**DGSD**") stipulates financing requirements for the Deposit Guarantee Schemes ("**DGS**"). In principle, the target level of *ex ante* financed funds for DGS is 0.8% of covered deposits to be collected from credit institutions until 3 July 2024. According to the Austrian Deposit Guarantee and Investor Protection Act (*Einlagensicherungs- und*

Anlegerentschädigungsgesetz – ESAEG), which implements the DGSD in Austria, the deposit guarantee fund must therefore be established until 3 July 2024.

In the past, the Austrian mandatory DGS did not require *ex ante* funding, but merely has obliged the respective DGS-members (*ex post*) to contribute after deposits of any member have become unavailable (protection event). Therefore, the implementation of the DGSD into Austrian law which stipulates *ex ante* contributions triggers an additional financial burden for the Issuer.

In addition to *ex ante* contributions, if necessary, credit institutions have to pay certain additional (*ex post*) contributions.

The obligation to contribute amounts for the establishment of the SRF and the *ex ante* funds to the DGS results in additional financial burdens for the Issuer and thus, adversely affects the financial position of the Issuer and the results of its business, financial condition and results of operations.

In future, the Issuer may be obliged to stop proprietary trading and/or separate certain trading activities from its core banking business.

The European Council has agreed its negotiating stance on new rules for a structural reform of EU credit institutions. The proposed EU regulation would apply only to credit institutions that are either deemed of global systemic importance or exceed certain thresholds in terms of trading activity or absolute size of credit institutions and groups. The draft regulation is intended to reduce excessive risk taking and prevent rapid balance sheet growth as a result of trading activities, sets out to shield institutions carrying out activities that deserve a public safety net from losses incurred as a result of other activities and provides for the mandatory separation of proprietary trading and related trading activities and establishes a framework for competent authorities to take measures to reduce excessive risk taking. Trading activities other than proprietary trading would be subject to a risk assessment. If a competent authority finds that an excessive risk exists, it could require trading activities to be separated from the core credit institution, or demand an increase in the core credit institution's own fund requirements, or impose other prudential measures. Trading entities would be prohibited from taking retail deposits eligible for deposit insurance.

To accommodate existing national regimes, the European Council text provides two options for addressing excessive risk stemming from trading activities: This could be done either through national legislation requiring core retail activities to be ring-fenced, or through measures imposed by competent authorities in accordance with the regulation.

For the time being, it remains unclear whether the Issuer would be subject to the proposal once implemented. Provided that the Issuer will be subject to these new rules, once implemented, this could reduce potential implicit subsidies and profits from trading activities, may lead to higher funding costs for these trading activities and also trigger operational costs related to the separation of some trading activities in a specific legal entity and thus may materially adversely affect the financial position of the Issuer and the results of its business, financial condition and results of operations.

Erste Group's risk management strategies, techniques and internal control procedures may leave it exposed to unidentified or unanticipated risks.

Erste Group's risk management techniques and strategies have not been, and may in the future not be, fully effective in mitigating Erste Group's risk exposure in all economic market environments or against all types of risks, including risks that it fails to identify or anticipate. Furthermore, regulatory audits or other regular reviews of the risk management procedures and methods have in the past detected, and may in the future detect, weaknesses or deficiencies in Erste Group's risk management systems. Some of Erste Group's quantitative tools and metrics for managing risks are based upon its use of observed historical market behaviour. Erste Group applies a wide variety of statistical and other tools to these observations to be able to quantify risk exposures. During the global financial crisis, the financial markets experienced unprecedented levels of volatility (rapid changes in price development) and the breakdown of historically observed correlations across asset classes, compounded by extremely limited liquidity. In this volatile market environment, Erste Group's

risk management tools and metrics failed to predict some of the losses it experienced and may in the future under similar conditions of market disruption fail to predict future important risk exposures. In addition, Erste Group's quantitative modelling does not necessarily take all risks into account and makes numerous assumptions regarding the overall environment and/or the implicit consideration of risks in the quantification approaches, which may or may not materialise. As a result, risk exposures could arise from factors not anticipated or correctly evaluated in Erste Group's statistical models.

This has limited and could continue to limit Erste Group's ability to manage its risks. If circumstances arise that Erste Group did not identify, anticipate or correctly evaluate in developing its statistical models, losses could be greater than the maximum losses envisaged under its risk management system. Furthermore, the quantifications do not take all risks or market conditions into account. If the measures used to assess and mitigate risks prove insufficient, Erste Group may experience material unanticipated losses, which could have a material adverse effect on its business, financial condition and results of operations.

Erste Group's business entails operational risks.

Erste Group is exposed to operational risk, which is the risk of loss resulting from inadequate or failed internal processes, people and systems as well as external events, including in particular legal, regulatory, compliance and outsourcing risks. Erste Group is susceptible to, among other things, fraud by employees or outsiders, including unauthorised transactions and operational errors, clerical or record-keeping errors and errors resulting from faulty computer or telecommunications systems. Given Erste Group's high volume of transactions, fraud or errors may be repeated or compounded before they are discovered and rectified. Consequently, any inadequacy of Erste Group's internal processes or systems in detecting or containing such risks could result in unauthorised transactions and errors, which may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects. Erste Group may also suffer service interruptions from time to time due to failures by third-party service providers and natural disasters, which are beyond its control. Such interruptions may result in interruptions in services to Erste Group's subsidiaries and branches and may impact customer service.

Any failure or interruption in or breach of Erste Group's information systems, and any failure to update such systems, may result in lost business and other losses.

Erste Group relies heavily on information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in its risk management, general ledger, deposit servicing or loan origination systems. If Erste Group's information systems, including its back-up systems, were to fail, even for a short period of time, or its business continuity plans for cases of emergency would prove ineffective, it could be unable to serve some customers' needs on a timely basis and could thus lose their business.

Likewise, a temporary shutdown of Erste Group's information systems could result in costs that are required for information retrieval and verification. There can be no assurances that such failures or interruptions will not occur or that Erste Group can adequately address them if they do occur. Accordingly, the occurrence of such failures or interruptions could have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects. In addition, there can be no assurances that the rollout or implementation of any new systems or processes will provide the desired benefit to Erste Group's business, or will not involve failures or business interruptions that could have a material adverse effect on its business, financial condition, results of operations and prospects. To a limited extent, Erste Group has outsourced certain IT services and operations to external service providers and may in the future expand the scope of outsourcing arrangements in order to optimise its costs structure and increase flexibility. Unsatisfactory quality of the external providers' services could heighten or exacerbate risks associated with the failure or interruption of its information systems as well as result in additional operational deficiencies or reputational risk.

Erste Group may have difficulty recruiting new talent or retaining qualified employees.

Erste Group's existing operations and ability to enter new markets depend on its ability to retain existing employees and to recruit additional talents with the necessary qualifications and level of experience in banking. In many of the CEE markets in which Erste Group currently operates, the pool of individuals with the required set of skills is still limited however growing due to increased focus of local universities and governments on implementation of competitive educational programs and development of a skilled workforce. If hiring should not be the outcome of a qualitative staff plan but happen more on an ad hoc or short term basis, the risk of high staff turnover or not creating a valid succession pool would be high. Missing leadership responsibility in setting the respective development measures or not promoting high-performers may bear the risk that qualified staff may leave Erste Group. Furthermore, nominations of employees as talents without overall valid high quality criteria may prove wrong and cause the risk of false investments and higher costs.

Increasing competition for labour in Erste Group's core markets from other international financial institutions may also make it more difficult for Erste Group to attract and retain qualified employees and may lead to rising labour costs in the future. Moreover, if caps or further restrictions under CRD IV were to be imposed on salaries or bonuses paid to executives of Erste Group Bank or its subsidiaries (including caps imposed by governments in connection with extending support to Erste Group), Erste Group's ability to attract and retain high-quality personnel could be limited and could result in losses of qualified personnel. If Erste Group is unable to attract and retain new talent in key strategic markets or if competition for qualified employees increases its labour costs, this could have a material adverse effect on Erste Group's business, financial condition and results of operations.

Erste Group Bank may be required to provide financial support to troubled banks in the *Haftungsverbund*, which could result in significant costs and a diversion of resources from other activities.

In 2002, the *Haftungsverbund* was formed pursuant to the *Grundsatzvereinbarung* among the majority of Austrian savings banks. The purpose of the *Haftungsverbund* was to establish a joint early-warning system as well as a cross-guarantee for certain liabilities of the member savings banks and to strengthen the cooperation of the Savings Banks Sector (except UniCredit Bank Austria AG) in the Austrian market.

In 2013, the cooperation between the savings banks was intensified. The aim of the new agreement which entered into force on 1 January 2014, is the intensification of the group steering and the setting up of an institutional protection scheme (Article 113(7) CRR) and a cross-guarantee scheme (Article 4(1)(127) CRR) in order to fulfil the requirements of Article 84(6) CRR to recognize any minority interest arising within the cross-guarantee scheme in full and in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the *Haftungsverbund*.

Under the *Haftungsverbund*, Erste Group Bank and all other member savings banks are obliged to provide financially troubled members with specified forms of financial and management support and, in the event of a member's insolvency, to contribute to the repayment of certain protected deposits. The member savings banks agreed that a part of the funds has to be *ex ante* financed in the form of special funds, whereas the *Haftungsverbund GmbH* ("**Steering Company**") alone has access to these special funds and is obliged to use all other options available before availing itself of the special funds. In order to build up the special fund, all savings banks contribute on a quarterly basis until it reaches its final size of EUR 250 million after 10 years. Under the *Haftungsverbund*, member savings banks are also required to follow specific credit and risk management guidelines for providing and managing loans and for identifying, measuring, managing and limiting risks. This is effectively set and monitored indirectly by Erste Group Bank although Erste Group Bank does not exercise direct operational control over the management of the member savings banks. These requirements are often more detailed and strict than those previously in place at certain of the individual savings banks. Erste Group Bank may be required to provide support and repay certain protected deposits even where there has been non-compliance by one or more members of the *Haftungsverbund* with the risk management requirements, although Erste Group Bank may exercise little direct control over the management of the member savings bank.

Consequently, Erste Group Bank's ability to manage the risk associated with the financial obligations it has assumed under the *Haftungsverbund* will depend on its ability to enforce the risk management requirements of the system. Erste Group Bank may be obliged to provide liquidity, take other measures and incur significant costs in the event that another savings bank in the *Haftungsverbund* experiences financial difficulties or becomes insolvent or in order to prevent one of the savings banks from experiencing financial difficulties. This could require Erste Group Bank to utilise resources in a manner that could have a material adverse effect on Erste Group Bank's business, financial condition and results of operations.

Changes in interest rates are caused by many factors beyond Erste Group's control, and such changes can have significant adverse effects on its financial results, including net interest income.

Erste Group derives the majority of its operating income from net interest income. Interest rates are sensitive to many factors beyond Erste Group's control, such as inflation, monetary policies set by central banks and national governments, the innovation of financial services and increased competition in the markets in which Erste Group operates, domestic and international economic and political conditions, as well as other factors. While the competitive pressure on the margins is a rather obvious factor, also changes in the absolute level of the interest rate environment can affect the spread between the rate of interest that a credit institution pays to borrow funds from its depositors and other lenders and the rate of interest that it charges on loans it extends to its customers. If the interest margin decreases, net interest income will also decrease unless Erste Group is able to compensate such decrease by increasing the total amount of funds it lends to its customers. Ultra-low interest rate monetary policy accompanied by quantitative easing brings additional challenge to interest margin stability as the potential to re-price customers' deposits might be exhausted sooner than lending rates find their new equilibrium. Additionally, in a very low or even negative interest rate environment, Erste Group will bear increased costs of maintaining the regulatory and prudential liquidity buffers held in cash and highly liquid assets. An increase in rates charged to customers can also negatively impact interest income if it reduces the amount of customer borrowings. For competitive reasons, Erste Group may also choose to raise rates of interest it pays on deposits without being able to make a corresponding increase in the interest rates it charges to its customers. Finally, a mismatch in the structure of interest-bearing assets and interest-bearing liabilities in any given period could, in the event of changes in interest rates, reduce Erste Group's net interest margin and have a material adverse effect on its net interest income and, thereby, its business, results of operation and financial condition.

Since a large part of Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone, Erste Group is exposed to currency risks.

A large part of Erste Group Bank's and Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone (i.e., that do not use the Euro as their legal tender), and financial transactions in currencies other than the Euro give rise to foreign currency risks. Local governments may undertake measures that affect currency levels and exchange rates and impact Erste Group's credit exposure to such currencies, such as the Swiss National Bank's setting of a minimum exchange rate against the Euro in September 2011 and in January 2015 reversing its support measures, or Hungary's introduction of a new law in 2014 regulating how credit institutions change loan interest and convert FX loans into local currency. In September 2015, the Croatian Parliament adopted changes in the legislation that allows debtors of Swiss franc loans to convert their loans into euro loans at an exchange rate, which corresponds to the exchange rate at the time of origination of the loans. In October 2016, the Romanian parliament approved a version of the Swiss franc conversion law, allowing individuals to convert Swiss franc loans into local currency at historical exchange rates. There can be no assurances that similar measures will not be introduced or imposed on other customer segments or countries as well.

In addition, the equity investments that Erste Group Bank has in its non-Eurozone subsidiaries, and the income and assets, liabilities and equity of non-Eurozone subsidiaries, when translated into Euro, may also be lower due to devaluation of their local or foreign

currencies vis-à-vis the Euro. These and other effects of currency devaluation could have a material adverse effect on Erste Group Bank's and Erste Group's business, financial condition, regulatory capital ratios, results of operations and prospects.

Erste Group Bank's profit can be lower or even negative.

Erste Group's results of operations in the current financial year and in the future will depend in part on the profitability of its subsidiaries. Erste Group Bank (i.e. the holding company of Erste Group) may have higher than planned risk provisions for loans and advances or may receive lower than planned dividend payments from its subsidiaries.

Depending on the size of the reduction in profitability, such a reduction could have a material adverse effect on Erste Group's results of operations in that period, on the reported amount of its assets and on its equity, and on Erste Group's ability to make payments on the Warrants.

A change of the ECB's collateral standards could have an adverse effect on the funding of Erste Group and access to liquidity.

As a result of the funding pressures arising from the European sovereign debt crisis, there has been increased intervention by a number of central banks, in particular the ECB. Among other measures, the ECB has agreed to provide low-interest secured loans to European financial institutions for up to three years and lowered the requirements for collateral. As of the date of this Prospectus, the ECB accepts certain instruments, including covered bonds issued by Erste Group Bank as collateral for its tenders. If the ECB or local national banks were to restrict its collateral standards or if it would increase the rating requirements for collateral securities, this could increase Erste Group's funding costs and limit Erste Group's access to liquidity and accordingly have an adverse effect on Erste Group's business, financial condition and results of operations.

Erste Group operates in highly competitive markets and competes against large international financial institutions as well as established local competitors.

Erste Group faces significant competition in all aspects of its business, both in Austria and Central and Eastern Europe. Erste Group competes with a number of large international financial institutions and local competitors. If Erste Group is unable to respond to the competitive environment in these markets with product and service offerings that are profitable, it may lose market shares in important parts of its business or incur losses on some or all of its activities.

The trend towards consolidation in the global financial services industry, resulting from the continuing low interest rate environment and consequently mounting pressure on operating results which has increased due to the last financial and economic crisis, is creating competitors with extensive ranges of product and service offerings, increased access to capital and greater efficiency and pricing power. These global financial institutions may be more appealing to customers, especially large corporate customers, because of their larger international presence or financial resources. In addition, in some markets, in particular Austria and Hungary, Erste Group faces competition from established local credit institutions which operate a larger number of branches, offer customers a broader range of banking and financial products and services, and benefit from relationships with a large number of existing customers.

Erste Group faces strong competition in Austria not only from UniCredit Bank Austria AG and the Raiffeisen banks, but also from large international credit institutions and new entrants from neighbouring countries. As a result of this competition, in particular in the retail segment and the current low interest rate environment, net interest margins have historically been very low. Failure to maintain net interest margins at current levels may have a significant negative impact on Erste Group's financial condition and results of operations.

As banking markets in CEE mature, Erste Group expects increased competition from global financial institutions and local competitors, with the level of increased competition likely to vary from country to country. Erste Group's ability to compete effectively will depend on the ability of its businesses to adapt quickly to market and industry trends. If Erste Group fails to compete effectively, or if governmental action in response to financial crises or economic

downturns results in it being placed at a competitive disadvantage, Erste Group's business, financial condition and results of operations may be adversely affected.

Erste Group Bank's major shareholder may be able to control shareholder actions.

As of the date of this Prospectus, 29.5% of the shares in Erste Group Bank (including 9.9% that were held by CaixaBank, S.A.) were attributed to Erste Stiftung. Erste Stiftung has the right to appoint one third of the members of the Supervisory Board of Erste Group Bank who were not delegated by the employees' council, however, Erste Stiftung has not exercised its appointment right, so that all of the Supervisory Board members who were not delegated by the employees' council have been elected by the shareholders' meeting.

In addition, because voting is based on the number of shares present or represented at a shareholders' meeting rather than the total number of shares outstanding, the ability of major shareholders to influence a shareholder vote on subjects which require a majority vote will often be greater than the percentage of outstanding shares owned by them. Under Austrian corporate law and the articles of association of the Issuer, a shareholder that holds more than 25% of Erste Group Bank's shares is able to block a variety of corporate actions requiring shareholder approval, such as the creation of authorised or conditional capital, changes in the purpose of Erste Group Bank's business, mergers, spin-offs and other business combinations. As a result, Erste Stiftung will be able to exert significant influence on the outcome of any shareholder vote and may, depending on the level of attendance at a shareholders' meeting, be able to control the outcome of most decisions requiring shareholder approval. Therefore, it is possible that in pursuing these objectives Erste Stiftung may exercise or be expected to exercise influence over Erste Group in ways that may not be in the interest of other shareholders.

Compliance with anti-money laundering, anti-corruption and anti-terrorism financing rules involve significant costs and efforts and non-compliance may have severe legal and reputational consequences.

Erste Group is subject to rules and regulations regarding money laundering, sanctions, corruption and the financing of terrorism. These rules and regulations have been recently tightened, in particular by implementing the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (so-called "4th AML-Directive"). Monitoring compliance with anti-money laundering, sanctions, anti-corruption and anti-terrorism financing rules which might be further tightened and enforced more strictly can result in a significant financial burden on credit institutions and other financial institutions and can pose serious technical problems. Erste Group cannot guarantee that it is in compliance with all applicable anti-money laundering, sanctions, anti-corruption and anti-terrorism financing rules at all times or that its group-wide anti-money laundering, sanctions, anti-corruption and anti-terrorism financing standards are being consistently applied by its employees in all circumstances. Any violation of anti-money laundering, sanctions, anti-corruption or anti-terrorism financing rules, or even alleged violations, may have severe legal, monetary and reputational consequences and could have a material adverse effect on Erste Group's business, financial condition and results of operations.

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.

Changes in consumer protection laws or the interpretation of consumer protection laws by courts or governmental authorities (i.e. Fair Banking Act in Hungary) could limit the fees that Erste Group may charge for certain of its products and services and thereby result in lower commission income. Moreover, as new laws and amendments to existing laws are adopted in order to keep pace with the continuing transition to market economies in some of the CEE countries in which Erste Group operates, existing laws and regulations as well as

amendments to such laws and regulations may be applied inconsistently or interpreted in a manner that is more restrictive. Several subsidiaries of Erste Group in CEE countries have been named in their respective jurisdictions as defendants in a number of lawsuits and in regulatory proceedings filed by individual customers, regulatory authorities or consumer protection agencies and associations. Some of the lawsuits are class actions. The lawsuits mainly relate to allegations that certain contractual provisions, particularly in respect of consumer loans, violate mandatory consumer protection laws and regulations. The allegations relate to the enforceability of certain fees as well as of contractual provisions for the adjustment of interest rates and currencies. Moreover, any such changes in consumer protection laws or the interpretation of such laws by courts or governmental authorities could impair Erste Group's ability to offer certain products and services or to enforce certain clauses and reduce Erste Group's net commission income and have an adverse effect on its results of operations. In Austria, several legal proceedings are pending between credit institutions and a consumer organisation and individual consumers on the consequences of a reference rate (such as the Euro Interbank Offered Rate ("**EURIBOR**")) being negative on the variable interest rate in lendings to consumers. In essence, these disputes are about whether in case of the reference rate being negative, the respective credit institution is allowed to request that the borrower pays interest at a minimum rate, or rather, instead of receiving any interest, might have to make a payment to its borrower for the respective interest period (in cases in which the negative reference rate is decreasing the margin and in a worst case even resulting in a negative interest rate). Based on analysis of its legal position for its lendings in Euro, which are mostly refinanced by savings deposits of consumers for which it has to pay interest at least in a positive amount, Erste Bank der oesterreichischen Sparkassen AG ("**Erste Bank Oesterreich**") takes the view that it is entitled to floor the interest rate in its lending to consumers in Euro at the agreed margin. Until now there is no established judicial guidance on the consequences of a negative reference rate on lending to consumers with a variable interest rate. Only with respect to savings deposits, some years ago the Austrian Supreme Court dealt with the potential impact of negative interest and ruled that saving accounts must earn some positive interest for the consumer. Erste Bank Oesterreich might be negatively impacted by a court holding which in the situation of a negative reference rate in certain situations practically forces credit institutions, for the respective interest period and/or the past, to make payments to its borrowers.

The integration of potential future acquisitions may create additional challenges.

Erste Group may in the future seek to make acquisitions to support its business objectives and complement the development of its business in its existing and new geographic markets. Such strategic transactions demand significant management attention and require Erste Group to divert financial and other resources that would otherwise be available for its existing business, and the benefits of potential future acquisitions may take longer to realise than expected and may not be realised fully or at all. There can be no assurance that Erste Group will be able to successfully pursue, complete and integrate any future acquisition targets. In addition, there can be no assurance that it will be able to identify all actual and potential liabilities to which an acquired business is exposed prior to its acquisition. Any of these factors could lead to unexpected losses following the acquisition, which may have a material adverse effect on Erste Group's business, financial condition and results of operations.

2.1.2 Risks related to the markets in which Erste Group operates

The departure of any one or more countries from the Eurozone could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Erste Group's business.

If a Eurozone country should conclude that it must exit the common currency, the resulting need to reintroduce a national currency and restate existing contractual obligations could have unpredictable financial, legal, political and social consequences. Given the highly interconnected nature of the financial system within the Eurozone and the levels of exposure Erste Group has to public and private counterparties across Europe, its ability to plan for such

a contingency in a manner that would reduce its exposure to non-material levels is limited. If the overall economic climate deteriorates as a result of one or more departures from the Eurozone, nearly all of Erste Group's segments could be materially adversely affected.

If European policymakers are unable to contain the European sovereign debt crisis, Erste Group's results of operations and financial position would likely be materially adversely affected as Erste Group may be required to take further write-downs on its sovereign debt exposures and other assets as the macroeconomic environment deteriorates. In addition, one or more members of the Eurozone may leave the common currency, resulting in the reintroduction of one or more national currencies in such countries. The effects of such an event are difficult to anticipate and may have a substantial negative effect on Erste Group's business and outlook, including as a consequence of adverse impacts on economic activity both within and outside the Eurozone.

The deterioration of the sovereign debt market in the Eurozone and Central and Eastern Europe, particularly the increasing costs of borrowing affecting many Eurozone states late in 2011 and downgrades in credit rating of most Eurozone countries in 2011 and 2012, indicate that the sovereign debt crisis can affect even the financially most stable countries in the Eurozone. While the costs of sovereign borrowing in the euro area reached new lows in mid-2016, considerable doubt remains whether actions taken by European policymakers will have been sufficient to prevent a return of the debt crisis. In particular, further credit rating downgrades of EU Member States, such as France and Austria, may threaten the effectiveness of the European Financial Stability Facility ("**EFSF**") or the European Stability Mechanism ("**ESM**"). Since the EFSF's and ESM's credit ratings are based on the ratings of its financing members, the reduction of these members' ratings may increase the borrowing costs of the EFSF or ESM such that its ability to raise funds to assist Eurozone governments would be reduced. In addition, the austerity programmes introduced by a number of countries across the Eurozone in response to the sovereign debt crisis may have the effect of dampening economic growth over the short, medium or long term. Declining rates of economic growth in Eurozone countries could exacerbate their difficulties in refinancing their sovereign debt as it comes due, further increasing pressure on other Eurozone governments.

Erste Group operates in emerging markets that may experience rapid economic or political changes, either of which may adversely impact its financial performance and results of operations.

Erste Group operates directly or indirectly in emerging markets throughout Central and Eastern Europe. In recent years, some of these countries have undergone substantial political, economic and social change. As is typical for emerging markets, they do not have in place the full business, legal and regulatory structures that would commonly exist in more mature free market economies. As a result, Erste Group's operations are exposed to risks common to regions undergoing rapid political, economic and social change, including – but not limited to – currency fluctuations, exchange control restrictions, an evolving regulatory environment, inflation, economic recession, local market disruption and labour unrest or even military disputes. Macroeconomic events, such as recession, deflation or hyper-inflation, may lead to an increase in defaults by Erste Group's customers, which would adversely impact Erste Group's results of operations and financial condition. Political or economic instability resulting from, or causing, the occurrence of any of these risks would also adversely affect the market for Erste Group's products and services. Based on concerns about declining foreign investment flows, emerging market volatility has increased significantly since 2013. However, the level of risk that Erste Group faces differs significantly by country.

Regarding the crisis to the Russian military intervention in Ukraine in 2014, the Russian economy and currency have been hit severely as a result of falling oil prices and persistent international sanctions against Russia. Currently further developments are subject to uncertainty, as are the ultimate political and economic effects of a protracted crisis on Russia and Ukraine as well as on the whole CEE region.

Committed EU funds may not be released or further aid programmes may not be adopted by the EU and/or international credit institutions.

In addition to Greece, Ireland and Portugal, some of the CEE countries in which Erste Group operates (i.e. Slovakia, Romania, Hungary, Czech Republic and Croatia), and to a lesser extent EU candidates such as Serbia, have been promised funds for infrastructure and other projects in substantial amounts by the EU and international credit institutions, including the European Bank for Reconstruction and Development ("**EBRD**"), the International Monetary Fund ("**IMF**") and the European Investment Bank ("**EIB**"). If these funds are not released, are released only in part or with delay as the absorption rate of these funds still poses a significant challenge in the CEE countries, or if no further aid will be made available by the EU and the international credit institutions, the relevant national economies could be adversely affected, which would, in turn, negatively affect Erste Group's business prospects in the respective countries. The departure of Great Britain, the second largest net contributor to the EU budget, could cause a substantial reduction in the EU's budget and therefore the funds available for such programmes.

Loss of customer confidence in Erste Group's business or in banking businesses generally could result in unexpectedly high levels of customer deposit withdrawals, which could have a material adverse effect on Erste Group's results, financial condition and liquidity.

The availability of Erste Group's customer deposits to fund its loan portfolio and other financial assets is subject to potential changes in certain factors outside Erste Group's control, such as a loss of confidence of depositors in either the economy in general, the financial services industry or Erste Group specifically, ratings downgrades, low interest rates and significant deterioration in economic conditions. These factors could lead to a reduction in Erste Group's ability to access customer deposit funding on appropriate terms in the future and to sustained deposit outflows, both of which would adversely impact Erste Group's ability to fund its operations. Any loss in customer confidence in Erste Group's banking businesses, or in banking businesses generally, could significantly increase the amount of deposit withdrawals in a short period of time. Should Erste Group experience an unusually high level of withdrawals, this may have an adverse effect on Erste Group's results, financial condition and prospects and could, in extreme circumstances, prevent Erste Group from funding its operations. In such extreme circumstances Erste Group may not be in a position to continue to operate without additional funding support, which it may be unable to access. A change in the funding structure towards less stable and more expensive funding sources would also result in higher liquidity buffer requirements and an adverse impact on net interest income.

Liquidity problems experienced by certain CEE countries may adversely affect the broader CEE region and could negatively impact Erste Group's business results and financial condition.

Certain countries where Erste Group has operations may encounter severe liquidity problems. In the past, Romania and Serbia have all turned to international institutions for assistance, and other countries in the CEE may be forced to do the same. If such liquidity problems should occur, this could have significant consequences throughout the region, including foreign credit institutions withdrawing funds from their CEE subsidiaries and regulators imposing further limitations to the free transfer of liquidity, thereby weakening local economies and affecting customers of Erste Group who borrow from a number of different credit institutions and weakening Erste Group's liquidity position. This could also lead to an increase of defaults throughout the economy or by Erste Group customers and, accordingly, could have a material adverse effect on Erste Group's business, financial condition and results of operation.

Governments in countries in which Erste Group operates may react to financial and economic crises with increased protectionism, nationalisations or similar measures.

Governments in CEE countries in which Erste Group operates could take various protectionist measures to protect their national economies, currencies or fiscal income in response to financial and economic crises, including among other things:

- force for loans denominated in foreign currencies like EUR, USD or CHF to be converted into local currencies at set interest and/or exchange rates, in some cases below market rates, as happened in Hungary, or allow loans to be assumed by government entities, potentially resulting in a reduction in value for such loans;
- set limitations on the repatriation of profits (either through payment of dividends to their parent companies or otherwise) or export of foreign currency;
- set out regulations limiting interest rates and fees for services that can be charged and other terms and conditions;
- prohibit money transfers abroad by credit institutions receiving state support measures (e.g., loans granted to credit institutions from sovereigns or covered by sovereign deposit guarantees);
- introduce or increase banking taxes or legislation imposing levies on financial transactions or income generated through banking services or extend such measures previously introduced on a temporary basis; and
- nationalisation of local credit institutions, with or without compensation, in order to stabilise the banking sector and the economy.

Any of these or similar state actions could have a material adverse effect on Erste Group's business, financial condition and results of operations.

Erste Group may be adversely affected by slower growth or recession in the banking sector in which it operates as well as slower expansion of the Eurozone and the EU.

Banking sector growth in the countries in which Erste Group operates has significantly declined compared to years prior to 2008. As the economies in Central and Eastern Europe mature, particularly in the Czech Republic and Slovakia, growth in the banking sector can be expected to slow down further in these regions. Of the countries in which Erste Group has significant operations, the Czech Republic, Hungary, Slovakia and Slovenia joined the EU in 2004; Romania joined the EU in 2007, and Croatia in July 2013. Economic growth in the region may be further constrained in the coming years by continuing effects of the last financial crisis and recession, as well as a slowing expansion of the Eurozone and the EU and increasing constraints on the EU budget, which may reduce various subsidies to CEE countries. In addition, EU legal, fiscal and monetary regulations may limit a country's ability to respond to local economic conditions. Moreover, some of these countries are expected to raise tax rates and levies to EU standards or introduce new taxes in order to provide social protection for unemployed workers and others affected by the economic downturn and to put public sector finance on a more sustainable basis, which could also limit their growth rates.

The legal systems and procedural safeguards in many CEE countries and, in particular, in the Eastern European countries are not yet fully developed.

The legal and judicial systems in some of the markets where Erste Group operates are less developed than those of other European countries. Commercial law, competition law, securities law, company law, bankruptcy law and other areas of law in these countries have been and continue to be subject to constant changes as new laws are being adopted in order to keep pace with the transition to market economies. In this regard, the laws of some of the jurisdictions where Erste Group operates may not be as favourable to investors' interests as the laws of Western European countries or other jurisdictions with which prospective investors may be familiar. Existing laws and regulations in some countries in which Erste Group operates may be applied inconsistently or may be interpreted in a manner that is restrictive and non-commercial. It may not be possible, in certain circumstances, to obtain legal remedies in a timely manner in these countries. The relatively limited experience of a significant number of judges and magistrates practising in these markets, particularly with regard to securities laws issues, and the existence of a number of issues relating to the independence of the judiciary may lead to unfounded decisions or to decisions based on considerations that are not founded in the law. In addition, resolving cases in the judicial systems of some of the markets where Erste Group operates may at times involve very

considerable delays. This lack of legal certainty and the inability to obtain effective legal remedies in a timely manner may adversely affect Erste Group's business.

Applicable bankruptcy laws and other laws and regulations governing creditors' rights in various CEE countries may limit Erste Group's ability to obtain payments on defaulted loans and advances.

Bankruptcy laws and other laws and regulations governing creditors' rights vary significantly among countries in the CEE. In some countries, the laws offer significantly less protection for creditors than the bankruptcy regimes in Western Europe. In addition, it is often difficult to locate all of the assets of an insolvent debtor in CEE countries. Erste Group's local subsidiaries have at times had substantial difficulties receiving pay-outs on claims related to, or foreclosing on collateral that secures, extensions of credit that they have made to entities that have subsequently filed for bankruptcy protection. In the event of further economic downturns, these problems could intensify, including as a result of changes in law or regulations intended to limit the impact of economic downturns on corporate and retail borrowers. These problems, if they were to persist or intensify, may have an adverse effect on Erste Group's business, results of operations and financial condition.

Erste Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, through the introduction of banking taxes and other levies.

If a major credit institution or other financial institution in Austria or the CEE markets where Erste Group has significant operations were to suffer significant liquidity problems, risk defaulting on its obligations or otherwise potentially risk declaring bankruptcy, the local government might require Erste Group Bank or a member of Erste Group to provide funding or other guarantees to ensure the continued existence of such institution. This might require Erste Group Bank or one of its affiliates to allocate resources to such assistance rather than using such resources to promote other business activities that may be financially more productive, which could have an adverse effect on Erste Group's business, results of operations and financial condition.

2.2 Factors which are material for the purpose of assessing the market risks associated with Warrants issued under the Programme

2.2.1 General risk factors

Warrants are particularly highly risky instruments to invest in. Compared to other capital investments, the risk of loss – up to the total loss of the invested capital including the related transaction costs – is particularly high; Warrants typically do not yield any current income. Investors should note that the exercise of the Warrants may in accordance with the Issue Specific Conditions in the Final Terms be restricted during certain periods or when certain conditions are fulfilled.

Warrants are tradable securities, which provide investors with the opportunity to participate in the performance of the value of a specific Underlying without having to purchase the Underlying.

The Warrants represent the right of the Warrant Holders for payment of a Cash Amount in the case of an exercise of the Option Right. From a legal perspective, an investor purchasing Warrants acquires a co-ownership interest in a permanent global bearer note that is deposited with a securities clearing and depositing bank. The issuance of definitive Warrants is, however, excluded pursuant to the General Conditions.

The preconditions for the payment of a Cash Amount are structured differently for Call (also Long) and Put (also Short) Warrants: This right depends in the case of Call Warrants on the amount by which the Reference Price, i.e. the relevant price of the Underlying on the Final Valuation Date exceeds the Strike; in the case of Put Warrants the amount by which the

Reference Price falls below the Strike is decisive. With Call or Long Warrants, investors therefore bet on a price increase of the Underlying, while they bet on a price decrease of the Underlying in the case of Put or Short Warrants. The price of the Warrant during the term generally develops accordingly: a Call Warrant regularly declines in value (not taking into account other factors that are relevant for the pricing of Warrants), if the price of the Underlying falls. Conversely, the price of a Put Warrant decreases, if the price of the Underlying increases.

The Multiplier of a Warrant states to how many units of the Underlying a Warrant is linked to. The Multiplier can be expressed through a decimal number so that a Multiplier of for example 0.01 means that a Warrant is linked to one-hundredth of a unit of the Underlying. The difference between the Reference Price and the Strike described above always has to be multiplied by the Multiplier when calculating the Cash Amount.

There are different styles of the right to exercise an Option Right. Warrants with European Exercise, are exercised automatically at the end of the term, if the Cash Amount is positive. As a consequence, the Final Valuation Date relevant for the determination of the Reference Price is determined in the Issue Specific Conditions in the Final Terms and an exercise of the Option Right during the term is excluded. In the case of Warrants with American Exercise, the Option Right may be exercised on the dates specified in the Issue Specific Conditions in the Final Terms during the term of the Warrants. In this case, the investor is able, by choosing an Exercise Date defined in the Issue Specific Conditions of the Final Terms to select the Final Valuation Date and the date of maturity relevant for determining the Reference Price. Investors should note in this context that the exercise of the Warrants with American Exercise may in accordance with the Issue Specific Conditions of the Final Terms be restricted during certain periods or when certain conditions are fulfilled. A Warrant with American Exercise is exercised either by submitting a formal Exercise Notice as defined more detailed in the Issue Specific Conditions of the Final Terms, which is subject to formal and deadline requirements in accordance with the Issue Specific Conditions of the Final Terms. However, all Warrants with a limited term are automatically exercised at the end of their term without the need for a separate declaration of the respective Warrant Holder, if the Cash Amount is positive.

The Warrants are particularly highly risky instruments to invest in. Compared to other capital investments, the risk of loss – up to the total loss of the invested capital including the related transaction costs – is particularly high.

The Warrants do not represent a claim for interest payments or for dividend payments and therefore do not yield any current income. Potential losses in value can therefore not be compensated by other income generated by the Warrants.

Due to the leverage effect Warrants involve disproportionate risks of loss compared to a direct investment in the Underlying.

One of the main characteristics of Warrants is the so-called leverage effect: a change in the value of the Underlying leads to a disproportionate change in the price of the Warrants. Warrants therefore involve disproportionate risks of loss compared to a direct investment in the Underlying. When purchasing specific Warrants, it must therefore be considered that the greater the leverage effect of the Warrants, the higher the risk of losses. It should also be noted that in the case of Warrants with limited term the leverage effect typically increases as the (remaining) term of the Warrants decreases.

Warrants may have no liquidity or the market for such Warrants may be limited and this may adversely impact their value or the ability of the Warrant Holders to dispose of them.

Unless otherwise communicated by the Issuer to the purchaser of the Warrants, or to the extent that the rules of any stock exchange on which the Warrants are listed and admitted to trading require the Issuer to provide liquidity in respect of such Warrants, the Warrants may have no liquidity or the market for such Warrants may be limited and this may adversely impact their value or the ability of the purchaser of Warrants to dispose of them. The Issuer is not under an obligation, or makes any commitment, to make a market in or to repurchase the

Warrants. If the Issuer does make a market for the Warrants, it may cease to do so at any time without notice. Purchasers should therefore not assume that the Warrants can be sold at a specific time or at a specific price during their life. The Issuer has no obligation to provide any quotation of bid or offer price(s) of the Warrants which is favourable to any purchaser of the Warrants. Although application may be made for Warrants issued under this Prospectus to be admitted to trading on a stock exchange, there is no assurance that such application will be accepted, that any particular Warrants will be so admitted or that an active trading market for the Warrants will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Warrants. The Issuer does not assume any responsibility for, or makes any commitment to, any potential purchaser of any particular Warrants for such development or liquidity of any trading market for such Warrants.

Warrant Holders should consider that both price changes (or even the absence of an expected price change) of the Underlying and changes of the time value of the Warrant can reduce the value of the Warrant disproportionately and even render it worthless

Warrants may be traded on or off the market throughout their term. Unlike most other securities, the price of Warrants is not determined based on the principle of supply and demand, since the Issuer or a third party in its function as Market Maker may quote independently calculated bid and offer prices for the Warrants on the secondary market (however, without being committed or being under any obligation legal or otherwise to do so). This price calculation is performed on the basis of internal pricing models, in which the price of Warrants is generally determined using two price components (intrinsic value and time value).

The "intrinsic value" of a Warrant corresponds to the difference between the respective current price of the Underlying and the Strike (in the case of Call or Long Warrants) or between the Strike and the respective current price of the Underlying (in the case of Put or Short Warrants), multiplied by the Multiplier. The intrinsic value of a Warrant corresponds to the Cash Amount, which will be paid to the investor at the end of the term of the Warrants. In addition to the intrinsic value, the market price of a Warrant principally also reflects the so-called "time value" of a Warrant. The amount of the time value is primarily determined by the remaining term of the Warrant as well as the implied volatility of the Underlying (frequency and intensity of price fluctuations of the Underlying expected for the future) as well as the applicable interest rate premium for Warrants of the Issuer compared to the risk free interest rate (Credit Spread). The longer the remaining time until the expiration date and the higher the volatility of the Underlying, the higher is the time value. Due to a change of the time value of a Warrant, a reduction of the value of the Warrant may occur even if the price of the Underlying and thus the intrinsic value of the Warrant remain constant.

It must be considered that both price changes (or even the absence of an expected price change) of the Underlying and changes of the time value of the Warrant can reduce the value of the Warrant disproportionately and even render it worthless. Investors should not rely on the price of the Warrant recovering in time. Investors bear the risk of losing part or the entire purchase price paid including related transaction costs. This risk exists irrespective of the financial capability of the Issuer.

The performance of the Warrants is linked to the performance of the Underlying which may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets -- any of these events or activities may adversely affect the value of the Warrants.

The Warrants reference one Underlying. Therefore, the Warrant Holders are exposed to the performance of such Underlying. The rate or price of the Underlying may be subject to unpredictable change over time and this degree of change is known as "volatility". The volatility of an Underlying may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of the Warrants. Volatility does not imply direction of the rate or price, though an Underlying that

is more volatile is likely to increase or decrease in value more often and/or to a greater extent than one that is less volatile.

The performance of an Underlying in relation to any particular Warrants is calculated on a "European basis", i.e. a comparison is made between the Underlying's price on a start date and a future date to determine performance. Therefore, purchasers will not benefit from any increase in the Underlying's price from the start date up to, but excluding, the specified date on which the Underlying's price will be determined for the purpose of the relevant Warrants.

For information on the risks associated with the respective Underlying see also below in section "2.2.3 Risk factors relating to certain types of Underlyings".

If an Underlying is linked with emerging markets, a Warrant Holder must expect considerable political and economic uncertainty, which may significantly affect the price development of the Warrants.

Investments in so-called emerging markets contain further risk factors in addition to the risks normally associated with the investment in the respective Underlying. These include the unstable economic situation, high inflation, increased currency risks as well as political and legal risks. The political and economic structures in emerging markets are sometimes subject to considerable transitions and rapid developments and these countries often lack social, political and economic stability if compared with more industrialised nations. Of particular importance is the increased risk of currency fluctuations. Instability in these countries can also be caused by authoritarian governments or military interference in political and economic decision making. This also includes anti-constitutional (attempted) regime change, civil unrest relating to demands for improved political, economic and social conditions, hostile relations with neighbouring countries or conflicts based on ethnic, religious or racial reasons.

There is also the possibility of restrictions being imposed on foreign investors, expropriation of assets, confiscatory taxation, confiscation or nationalisation of foreign bank deposits or other assets, the introduction of currency controls or other detrimental developments which may adversely affect the success of investments in such countries. Such adverse effects can, under certain circumstances, last for long periods of time, i.e. months or years. Each of these adverse effects may cause what is known as a market disruption in relation to the Warrants and one of the results of this may be that during this period no prices will be quoted for the Warrants affected by the market disruption.

The small size and lack of experience on the securities markets in certain countries as well as the limited trading volume of securities can cause an Underlying to be less liquid and/or considerably more volatile than Underlyings in more established markets. It is possible that very little financial information is available on local issuers, which can make it difficult to assess the value of and/or prospects of the Underlying.

In addition, if the Underlyings of the Warrants are quoted in local currency, i.e. not hedged against the euro, there is an increased foreign exchange risk. Experience shows that the currency exchange rates in emerging markets are subject to particularly high fluctuations. This may result in a considerable negative performance of the Warrants, even though the performance of the Underlying during the term of the Warrants has essentially remained unchanged or even risen. This may mean that some or all of the total performance of the Underlying may be eroded by currency losses and that the performance of the Underlying even may become negative.

Where payments under the Warrants will be made in a currency which is different from the currency of the Underlying and such Warrants do not have a "quanto feature", the Warrant Holders are exposed also to the performance of the currency of the Underlying against the currency of the Warrants, which cannot be predicted. Furthermore, the Warrant Holder bears a currency risk if the account of the Warrant Holder to which the Cash Amount is paid is held in a currency other than the currency of the Warrants.

Where payments under the Warrants will be made in one currency (the so-called "**Settlement Currency**") which is different from the currency of the Underlying (the so-called "Reference Currency"), and such Warrants do not have a "quanto feature", the Warrant Holders may be

exposed not only to the performance of the Underlying but also to the performance of such Reference Currency, which cannot be predicted. Warrant Holders should be aware that foreign exchange rates are, and have been, highly volatile and determined by supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks (e.g., imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency). Foreign exchange fluctuations between a purchaser's home currency and the Settlement Currency, i.e. the relevant currency in which the Cash Amount of the Warrants is denominated may affect purchasers who intend to convert gains or losses from the exercise or sale of Warrants into their home currency.

If any Underlying is not denominated in the Settlement Currency and at the same time only the performance of the Underlying in the Reference Currency is relevant to the payout on the Warrants, such Warrants are referred to as currency-protected Warrants or Warrants with a "quanto" feature. Under such feature, the investment return of the Warrants depends only on the performance of the Underlying (in the relevant Reference Currency) and any change in the exchange rate between the Reference Currency and the Settlement Currency is disregarded. Accordingly, the application of a "quanto" feature means that purchasers of such Warrants will not have the benefit of any change in the exchange rate between the Reference Currency and the Settlement Currency that would otherwise increase the price of the Warrants or the Cash Amount to be paid at maturity in the absence of such "quanto" feature. In addition, changes in the relevant exchange rate may indirectly influence the price of the relevant Underlying which, in turn, could have a negative effect on the return on the Warrants.

Furthermore, a currency risk exists if the account of the Warrant Holder to which the Cash Amount is paid is managed in a currency different from the Settlement Currency of the Warrants and the relevant amount is being converted into the respective currency of the account. In the case of an unfavourable movement of the applicable exchange rate, the amount paid is reduced accordingly.

Warrant Holders should be aware that they may not be able to hedge their exposure from the Warrants.

Warrant Holders cannot rely on being able to enter into transactions during the term of the Warrants through which they can exclude or limit their initial risk. This depends on the market situation and the respective underlying conditions. It may be possible that such transaction can be concluded only at a market price that is disadvantageous for the Warrant Holder so that he suffers a corresponding loss.

A credit financing of the acquisition of Warrants significantly increases the maximum possible loss.

If Warrant Holders finance the purchase of Warrants by drawing a credit, they will not only have to accept the loss incurred if their expectations are not fulfilled, but will also pay interest on and repay the credit. This causes the risk of loss of Warrant Holders to increase significantly. Warrant Holders should therefore not rely on being able to pay interest on or repay the credit using income from a Warrant. Rather, they have to consider their economic situation in advance as to whether they are able to pay interest on and, if applicable, repay the credit at short notice, even if losses occur instead of the expected income.

Hedging transactions concluded by the Issuer may influence the price of the Warrants.

The Issuer may at any point in time during the term of the Warrants buy or sell such Warrants on a market or through any other public or not-public transaction. The Issuer trades the Warrants and Underlyings in the course of its normal business activities and partially or fully

hedges itself against financial risks connected with the Warrants by concluding hedge contracts on such Underlyings.

Hedging activities of the Issuer may influence the price of the Underlyings on the market as well as the value of the Warrants and/or the cash amount to be received by the Warrant Holders. Such a transaction may trigger certain relevant price thresholds (e.g. the Knock-Out Barrier) which may influence the price of the Warrants in a detrimental manner for the Warrant Holder.

The Issuer has no obligation to notify the Warrant Holders about such sales or purchases or other events (for example the conclusion of hedging contracts) which may have an influence on the performance of the price of the Warrants and/or the Underlyings, except where demanded by law. The Warrant Holders are therefore required to keep themselves informed of the development of the price of the Warrants or the Underlyings.

Incidental costs on any income reduce any Warrant Holders' profits.

Fees and other transactions costs that arise when purchasing or selling Warrants reduce the chances of the Warrant Holder generating a profit with the acquisition of the Warrant. Fixed costs have a greater effect in the case of a small invested amount. Investors should therefore obtain information about all costs arising during the purchase or sale of the Warrant before acquiring a Warrant.

Warrant Holders are exposed to the risk of wrong assessment of the Warrants' liquidity due to the issue size.

The issue size set in the applicable Final Terms corresponds to the maximum amount of the offered warrants, but does not give any indication as to the volume of the respective effectively issued Warrants deposited with a central depository. This volume is determined by the market situation and may change during the term of the Warrants. Warrant Holders should therefore note that no conclusions regarding the liquidity of the Warrants on the secondary market are possible based on the issue size set in the applicable Final Terms.

Market disruptions, adjustment measures and termination rights may negatively affect the rights of the Warrant Holders.

The occurrence or existence of market disruptions is determined in accordance with the Terms and Conditions. Market disruptions may affect the price of the Warrants and delay the repayment of Warrants.

Adjustment measures are carried out in accordance with the Terms and Conditions. In the case of adjustment measures in respect to the Underlying, it cannot be ruled out that the assessment, on which an adjustment measure is based, subsequently turns out to be incorrect and the adjustment measure subsequently turns out to be disadvantageous for the Warrant Holder and the Warrant Holder may be placed in a worse economic situation through the adjustment measure than he was in prior to an adjustment measure or would be in through a different adjustment measure.

Furthermore, the Issuer may have an extraordinary termination right under certain circumstances. If the termination right is exercised, the Issuer will repay the Warrants at an adequate market price determined in its reasonable discretion. In the case of an extraordinary termination, there is no claim to payment of an amount to be calculated based on a repayment formula determined in the Terms and Conditions for the ordinary end of the term nor is there a fixed unconditional minimum amount. The Termination Amount can be zero. A reinvestment risk exists in this case, i.e. a risk that the Warrant Holder may only be able to reinvest the prematurely returned funds on more unfavourable conditions. If provided for in the Terms and Conditions, the Issuer has an ordinary termination right. In this case, a reinvestment risk of the Warrant Holder also exists.

When determining the adequate market price in the case of an extraordinary termination, the Calculation Agent may take various market factors into account. These generally also include the probability of default by the Issuer, calculated by using the credit spreads or the yields of

sufficiently liquid traded bonds quoted on the market at the time of determination of the Termination Amount. In the case of Warrants with a fixed term linked to shares as Underlying, it should be noted that in the case of a termination as a consequence of a takeover bid, the price of the Underlying after announcement of the takeover bid may be used as a basis for purposes of determining the Termination Amount in accordance with the procedure customary at futures exchanges for determining the theoretical fair value, if the consideration is paid exclusively or mainly in cash, while particularly the expected dividends and the average implied volatility in the previous ten trading days prior to the announcement of the takeover bid are also taken into account (so-called "**Fair Value Method**"). The Fair Value Method serves to take the remaining time value of the underlying option into account.

Additional information about risks in connection with an extraordinary and ordinary termination right of the Issuer can also be found in section "2.2.2 *Risk factors relating to certain types of Warrants*".

Corrections, changes, or amendments to the Terms and Conditions may be detrimental to the Warrant Holders.

Investors should note that the Issuer has the right in certain cases to correct, change, or amend provisions in the Terms and Conditions, and the correction, change, or amendment of a provision in the Terms and Conditions may, if applicable, be detrimental for the investor compared to the originally certified provision, i.e. that information or provisions may be affected by the correction, change, or amendment, which are part of the factors determining the price of the Warrants.

If due to the correction, change, or amendment of the provision the content or scope of the Issuer's performance obligations is changed in an unforeseeable and detrimental manner for the investor, the investor has the right to terminate the Warrants within a certain period. The investor does not have a termination right, if the correction, change, or amendment was foreseeable or is not disadvantageous for it.

If a correction, change, or amendment is out of the question, the Issuer has the right to terminate the Warrants without undue delay, if the preconditions for a contestation in the sense of § 871 of the Austrian General Civil Code (ABGB) are fulfilled vis-à-vis the Warrant Holders. Individual Warrant Holders are also entitled to a termination right under these conditions. The Termination Amount to be paid in the case of a termination generally corresponds to the market price of a Warrant but is also dependent on certain other rules for its determination. In order to reduce the effects of any price fluctuations immediately prior to the Termination Date on the determination of the Termination Amount, the market price generally corresponds to the arithmetic mean of the spot prices, which were published at the relevant securities exchange where the Warrants are listed on a certain number of Business Days immediately preceding the Termination Date. Calculating the average is disadvantageous for the Warrant Holder, if the spot price on the Business Day prior to the Termination Date is higher than the arithmetic mean. The investor may furthermore demand from the Issuer, subject to certain conditions, the difference between the purchase price paid by the investor when acquiring the Warrants and a lower market price in addition, to the extent that this is documented by the Warrant Holder. Investors should furthermore note that they bear the reinvestment risk in the case of a termination.

Changes in tax law may negatively affect the Warrant Holders.

Tax law and practice is subject to change, possibly with retrospective effect, and this could adversely affect the value of the Warrants to the purchaser and/or the market price of the Warrants. Any such change may (i) cause the tax treatment of the relevant Warrants to change from what the purchaser understood the position to be at the time of purchase; or (ii) render the statements in this Prospectus concerning relevant tax law and practice in relation to Warrants under the Prospectus inaccurate or inapplicable in some or all respects to certain Warrants or have the effect that the Prospectus does not include material tax considerations in relation to certain Warrants. Prospective purchasers of Warrants should consult their own tax advisers in relevant jurisdictions about the tax implications of holding any Warrant and of any transaction involving any Warrant.

Warrants may not be appropriate to hedge exposures.

Investors in Warrants should not rely on the possibility that they may exclude or restrict risks derived from other securities positions by acquiring the Warrants; risks relating to such other securities may depend on the market conditions and the conditions which apply thereto. Under certain circumstances, such transactions may only be effected at an unfavourable market price, so that the investor in the Warrants may experience a financial loss.

There is a risk that trading in the Warrants or Underlyings will be suspended, interrupted or terminated.

If the Warrants are listed on one (or more) markets (which may be regulated or unregulated), the listing of such Warrants may – depending on the rules applicable to such stock exchange - be suspended or interrupted by the respective stock exchange or a competent regulatory authority upon the occurrence of a number of reasons, including violation of price limits, breach of statutory provisions, occurrence of operational problems of the stock exchange or generally if deemed required in order to secure a functioning market or to safeguard the interests of investors. Furthermore, trading in the Warrants may be terminated, either upon decision of the stock exchange, a regulatory authority or upon application by the Issuer. Where trading in an Underlying of the Warrants is suspended, interrupted or terminated, trading in the respective Warrants will usually also be suspended, interrupted or terminated and existing orders for the sale or purchase of such Warrants will usually be cancelled. Investors should note that the Issuer has no influence on trading suspension or interruptions (other than where trading in the Warrants is terminated upon the Issuer's decision) and that investors in any event must bear the risks connected therewith. In particular, investors may not be able to sell their Warrants where trading is suspended, interrupted or terminated, and the stock exchange quotations of such Warrants may not adequately reflect the price of such Warrants. Furthermore, a trading suspension, interruption or termination of Underlyings of the Warrants may cause a suspension, interruption or termination of trading in the Warrants and may as well result in an artificial or wrong valuation of the Warrants. Finally, even if trading in Warrants or Underlyings is suspended, interrupted or terminated, investors should note that such measures may neither be sufficient nor adequate nor in time to prevent price disruptions or to safeguard the investors' interests; for example, where trading in Warrants is suspended after price-sensitive information relating to such Warrants has been published, the price of such Warrants may already have been adversely affected. All these risks would, if they materialise, have a material adverse effect on the investors.

Due to future money depreciation (inflation), the real yield of an investment may be reduced.

Inflation risk describes the possibility that the value of assets such as the Warrants or income there from will decrease as inflation shrinks the purchasing power of a currency. Inflation causes the rate of return to decrease in value.

Investors have to rely on the functionality of the relevant clearing system.

The Warrants are purchased and sold through different clearing systems, such as OeKB CSD. The Issuer does not assume any responsibility for to whether the Warrants are actually transferred to the securities portfolio of the relevant investor. Investors have to rely on the functionality of the relevant clearing system.

Credit ratings may not reflect all risks.

One or more independent credit rating agencies may assign credit ratings to an issue of Warrants. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Warrants. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Warrants are legal investments for it; (ii) the Warrants can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Warrants. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Warrants under any applicable risk-based capital requirements or similar rules.

Furthermore, investors might not be able to claim (or only to claim partial) indemnification for damage that has been caused to them due to certain exclusions or restrictions of the Issuer's or other parties' (e.g. the Calculation Agent, the Paying Agent, etc) liability for negligent acts or omissions in connection with the Warrants (or calculations thereof), which could result in the investors not being able to claim (or only to claim partial) indemnification for damage that has been caused to them. Investors should therefore inform themselves about such exclusions or restrictions of liability and consider whether these are acceptable for them.

An Austrian court can appoint a trustee (*Kurator*) for the Warrants to exercise the rights and represent the interests of Warrant Holders on their behalf in which case the ability of Warrant Holders to pursue their rights under the Warrants individually may be limited.

Pursuant to the Austrian Notes Trustee Act (*Kuratorenengesetz*), a trustee (*Kurator*) can be appointed by an Austrian court upon the request of any interested party (e.g. a Warrant Holder) or upon the initiative of the competent court, for the purposes of representing the common interests of the Warrant Holders in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer, in connection with any amendments to the terms and conditions of the Warrants or changes relating to the Issuer, or under other similar circumstances. If a trustee is appointed, it will exercise the collective rights and represent the interests of the Warrant Holders and will be entitled to make statements on their behalf which shall be binding on all Warrant Holders. Where a trustee represents the interests and exercises the rights of Warrant Holders, this may conflict with or otherwise adversely affect the interests of individual or all Warrant Holders.

Risks related to Dividend Equivalent Payments

The U.S. Treasury Department has issued regulations under Section 871(m) of the U.S. Internal Revenue Code (the "**Code**") which impose U.S. federal withholding tax of up to 30 per cent. on "dividend equivalent" payments made on certain financial instruments linked to U.S. corporations referred to as equity-linked instruments, where the financial instrument is owned by non-U.S. holders. However, this withholding tax will not apply to financial instruments issued prior to 1 January 2017 (the "**Grandfather Date**"). Accordingly, it is anticipated that non-U.S. holders of Warrants that are issued before the Grandfather Date will not be subject to tax under Section 871(m) of the Code. However, there are certain circumstances in which the Warrants could be deemed reissued after the Grandfather Date, in which case payments on Warrants that are directly or indirectly linked to U.S. corporations could be subject to tax under Section 871(m) of the Code. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld, so if this withholding applies, the investor will receive less than the amount he would have otherwise received. It has to be noted that according to a circular IV B 5 – S 1301-USA/07/10005 dated December 23, 2016 of the German Federal Ministry of Finance with respect to dividend equivalent payments pursuant to Section 871(m) of the Code, US-withholding tax on dividend equivalent payments is not creditable against German income tax of an investor. In the absence of a crediting, a double taxation of the investor might arise. Further, US-withholding tax on dividend equivalent payments might not be creditable against Austrian income tax of an investor, so that double taxation of the investor might arise.

The Warrants may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Warrant Holders losing some or all of their investment in the Warrants (statutory loss absorption).

The stated aim of the SRM is to provide relevant resolution authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

The powers provided to such resolution authorities include write-down and conversion powers which may be used prior to or on entry into resolution to ensure that, *inter alia*, relevant capital instruments fully absorb losses at the point of non-viability (defined below) of the issuing institution and/or the group. The relevant resolution authority may also apply the bail-in tool in resolution with the objective of restoring the capital of the failing institution to enable it to continue to operate as a going concern. Accordingly, resolution authorities will be required to order the write-down of such capital instruments on a permanent basis, or convert them into Common Equity Tier 1 items ("**CET 1**") (such as ordinary shares or other instruments of ownership), at the point of non-viability and before any resolution tool other than the bail-in tool is made use of (statutory loss absorption). Resolution authorities shall exercise the write-down or conversion in relation to statutory loss absorption in a way that results in: (i) CET 1 items being reduced first in proportion to the relevant losses; and (ii) thereafter, if CET 1 is not sufficient to cover the relevant losses, the principal amount of Additional Tier 1 instruments ("**AT 1**") being reduced or converted to cover the relevant losses and recapitalise the entity; and (iii) thereafter, if CET 1 and AT 1 are not sufficient, the principal amount of Tier 2 instruments ("**Tier 2**") being reduced or converted; and in case of a bail-in tool also: (iv) thereafter, if CET 1, AT 1 and Tier 2 are not sufficient to cover the relevant losses and recapitalise the entity, other subordinated debt (in accordance with the hierarchy of claims in the normal insolvency proceedings); and (v) if still insufficient, the rest of eligible liabilities including certain senior debt (such as the Warrants) (in accordance with the hierarchy of claims in the normal insolvency proceedings) being reduced down to zero on a permanent basis or converted. When the bail-in tool is applied for the purpose of restoring the capital of the institution, write-down or conversion of non-equity instruments into CET 1 items is to be made in the same order.

For the purposes of statutory loss absorption, the point of non-viability is the point at which the following conditions are met:

1. the competent authority or the resolution authority determines that the institution is failing or likely to fail, i.e.:
 - (a) the conditions for the withdrawal of the authorisation by the competent authority are met or there are objective elements to support a determination that this will be the case in the near future, including but not limited to because the institution has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds;
 - (b) the assets of the institution are or there are objective elements to support a determination that the assets of the institution will, in the near future, be less than its liabilities;
 - (c) the institution is or there are objective elements to support a determination that the institution will, in the near future, be unable to pay its debts or other liabilities as they fall due;
 - (d) extraordinary public financial support is required except when the extraordinary public financial support takes certain forms in order to remedy a serious disturbance in the economy of a Member State and preserve financial stability; and
2. having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures, including measures by an institutional protection scheme, or supervisory action, including early intervention measures or the write-down or conversion of relevant capital

instruments taken in respect of the institution, would prevent the failure of the institution within a reasonable timeframe; and

3. in case of the application of the bail-in tool, a resolution action is necessary in the public interest; or
4. in case of exercising the power to write down or conversion of capital instruments, a group shall be deemed to be failing or likely to fail where the group infringes, or there are objective elements to support a determination that the group, in the near future, will infringe, its consolidated prudential requirements in a way that would justify action by the competent authority including but not limited to because the group has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds.

Any write-down or conversion of all or part of the principal amount of any instrument, including accrued but unpaid interest in respect thereof, in accordance with the bail-in tool or the write-down and conversion powers would not constitute an event of default under the terms of the relevant instruments. Consequently, any amounts so written down or converted would be irrevocably lost and the holders of such instruments would cease to have any claims thereunder, regardless whether or not the institution's financial position is restored.

Hence, the Warrants may be subject to write-down or conversion into CET 1 upon the occurrence of the relevant trigger event, which may result in Warrant Holders losing some or all of their investment in the Warrants. The exercise of any such power is highly unpredictable and any suggestion or anticipation of such exercise could materially adversely affect the market price of the Warrants.

Apart from potentially being subject to resolution tools and powers as set out above, the Issuer may also be subject to national insolvency proceedings.

The Issuer may be subject to resolution powers which may also have a negative impact on the Warrants.

Provided that the Issuer meets the applicable conditions for resolution, the resolution authority has certain resolution powers which it may exercise either individually or in any combination together with or in preparation of applying a resolution instrument. Such resolution powers in particular include:

- the power to transfer to another entity rights, assets or liabilities of the Issuer;
- the power to reduce, including to reduce to zero, the nominal value of or outstanding amount due in respect of eligible liabilities of the Issuer;
- the power to convert eligible liabilities of the Issuer into ordinary shares or other instruments of ownership of the Issuer, a relevant parent institution or a bridge institution to which assets, rights or liabilities of the Issuer are transferred;
- the power to cancel debt instruments issued by the Issuer;
- the power to require the Issuer or a relevant parent institution to issue new shares or other instruments of ownership or other capital instruments, including preference shares and contingent convertible instruments; and/or
- the power to amend or alter the maturity of debt instruments and other eligible liabilities issued by the Issuer or the amount of interest payable under such debt instruments and other eligible liabilities, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

The exercise of such resolution powers could have a negative impact on the Issuer and/or the Warrants.

The Issuer is not prohibited from issuing further debt instruments or incurring further liabilities.

The Terms and Conditions of the Warrants place no restriction on the amount of debt that the Issuer may issue, incur and/or guarantee. Furthermore, the Issuer is not obliged to inform Warrant Holders about issuing, incurring or guaranteeing further debt. Issuing, incurring or guaranteeing further debt may have a negative impact on the market price of the Warrants and the Issuer's ability to meet all obligations under the issued Warrants and may also reduce the amount recoverable by Warrant Holders upon the Issuer's insolvency. If the Issuer's financial situation were to deteriorate, the Warrant Holders could suffer direct and materially adverse consequences, including, in case of the Issuer's liquidation, loss of their entire investment. All these factors may have a negative impact on the Warrant Holders.

In the case of the Issuer's insolvency, deposits have a higher ranking than the claims of the Warrant Holders under the Warrants.

Pursuant to § 131 BaSAG, which implements Article 108 BRRD in Austria, the following insolvency hierarchy for deposits applies in insolvency proceedings opened in relation to the Issuer:

- (a) The following claims have the same ranking, which is higher than the ranking of the claims of ordinary unsecured, non-preferred creditors: (i) that part of eligible deposits from natural persons and micro, small and medium-sized enterprises which exceeds the coverage level provided for in Article 6 of DGSD; and (ii) deposits that would be eligible deposits from natural persons, micro, small and medium-sized enterprises if they are not made through branches (located outside the EU) of institutions established within the EU.
- (b) The following claims have the same priority ranking, which is higher than the ranking of claims provided for under point (a) above: (i) covered deposits; and (ii) deposit guarantee schemes subrogating to the rights and obligations of covered depositors in insolvency.

Therefore, Warrant Holders should bear in mind that in case of insolvency proceedings opened in relation to the Issuer and in any comparable proceedings (such as resolution proceedings pursuant to the BaSAG), their claims will be junior to the claims listed above in points (a) and (b), and that therefore they will only receive payment of their claims if and to the extent that such claims listed above in points (a) and (b) have been discharged in full.

2.2.2 Risk factors relating to certain types of Warrants

Product No 1: Specific risks associated with Put/Call Warrants

Risk of total loss

Investors in Call Warrants bear the risk that the Call Warrant expires worthless if the Reference Price equals or is below the Strike.

Investors in Put Warrants bear the risk that the Put Warrant expires worthless if the Reference Price equals or exceeds the Strike.

Therefore, both types of Warrants involve a risk of loss – up to the total loss of the invested capital including the related transaction costs.

Risk factors relating to the term of the Warrants or to the Issuer's ability to terminate

In the case of Warrants with a fixed term (closed end) the term of the Warrants is the period from the First Settlement Date until the Final Valuation Date of the Warrants. The Cash

Amount of the Warrants is paid out by the Issuer on a specific date defined in the Terms and Conditions. If the Warrants have an American exercise style, the Warrants may be exercised by the Warrant Holders during their term. However, all Warrants are exercised automatically at the end of the term. Investors should note that the Issuer has the right pursuant to the Terms and Conditions to terminate the Warrants extraordinarily, for example in the case of disruptions of trading in the Underlying or in financial instruments linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. If the Issuer exercises the termination right on short notice, the Warrant Holder may no longer have the opportunity to exercise its option right.

Product No 2: Specific risks associated with Closed End Turbo Long and Closed End Turbo Short

Risk of a total loss in the case of the occurrence of a Knock-Out Event

Investors in Turbos bear the risk that the Turbos expire worthless during their term, if a so-called Knock-Out Event has occurred.

A Knock-Out Event occurs, if an event defined in the Terms and Conditions occurs, which relates to the development of the price of the Underlying compared to a predefined price or value threshold (the so-called "Knock-Out Barrier"). If a Knock-Out Event occurs, the term of the Turbos ends automatically, the Option Right or the right to payment of a Cash Amount expires automatically and the Turbos expire and are repaid at the Knock-Out Cash Amount which could be zero. Investors should note in this context that the price of the Turbos is reduced disproportionately compared to classical Warrants, if the price of the Underlying approaches the Knock-Out Barrier.

Warrant Holders cannot rely on being able to sell their Warrants at all times or at all prior to the occurrence of a Knock-Out-Event. Investors should consider in this context that the Issuer does not commit or is not under any obligation legally or otherwise towards the Warrant Holders to quote bid and ask prices for the Turbos.

In the case of Warrants for which the Exercise Style is "American Style", Warrant Holders cannot rely on being able to exercise their Option Rights at all times prior to the occurrence of a Knock-Out Event. Even if all other exercise preconditions set forth in the Terms and Conditions are fulfilled, an exercise is impossible on the day on which a Knock-Out Event occurs. All submitted Exercise Notices that have not been executed become automatically void on the occurrence of a Knock-Out Event.

Risk factors relating to the term of the Warrants or to the Issuer's ability to terminate

In the case of Warrants with a fixed term (closed end) the term of the Warrants is the period from the First Settlement Date until the Final Valuation Date of the Warrants. The Cash Amount of the Warrants is paid out by the Issuer on a specific date defined in the Terms and Conditions. If the Warrants have an American exercise style, the Warrants may, subject to the occurrence of a term-ending event (e.g. Knock-Out Event), be exercised by the Warrant Holders during their term. However, all Warrants are exercised automatically at the end of the term. Investors should note that the Issuer has the right pursuant to the Terms and Conditions to terminate the Warrants extraordinarily, for example in the case of disruptions of trading in the Underlying or in financial instruments linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. If the Issuer exercises the termination right on short notice, the Warrant Holder may no longer have the opportunity to exercise its option right.

Factors affecting the price during the term of the Closed End Turbos

The price of the Turbos during their term depends in particular on the price of the Underlying during the term. Generally, the price of the Turbos falls when the price of the Underlying falls (Turbo Long) or rises (Turbo Short). A falling or rising of the price of the Underlying regularly has a disproportionately higher effect on the price of the Turbos compared to Put/Call Warrants.

The price of the Warrant depends, in addition to the price of the Underlying, also on the volatility of the Underlying, the lending costs of the Issuer, the interest rate level, and any dividend expectations, if applicable.

Product No 3: Specific risks associated with Open End Turbo Long and Open End Turbo Short

Risk factors relating to the term of the Warrants or to the Issuer's ability to terminate

In the case of Turbos with an unlimited term the Warrants do not have a fixed term (Open End). The term of the Warrants begins on the First Settlement Date and ends either: (i) when a term-ending event defined in the Terms and Conditions (e.g. Knock-Out Event) occurs; or (ii) when exercised by the Warrant Holder; or (iii) when the Warrants are terminated by the Issuer pursuant to the Terms and Conditions. Investors should note that the Issuer has the right to terminate the Warrants extraordinarily pursuant to the Terms and Conditions, for example in the case of trading disruptions in the Underlying or in financial instruments linked to the Underlying (including the futures and lending market) or if an Additional Disruption Event exists. The Issuer furthermore has the right to terminate the Warrants ordinarily by announcement pursuant to the Terms and Conditions.

Investors should note that the Issuer may exercise its termination right in its reasonable discretion and is not subject to any commitments regarding the exercise of its termination right. The exercise of the termination right may occur on every day.

Therefore, investors should not rely on being able to hold a position in the Warrants for a longer period of time.

Risk of a total loss in the case of the occurrence of a Knock-Out Event

Investors in Open End Turbos bear the risk that the Open End Turbo Warrants expire worthless during their term, if a so-called Knock-Out Event has occurred.

A Knock-Out Event occurs, if an event defined in the Terms and Conditions occurs, which relates to the development of the price of the Underlying compared to a predefined price or value threshold (the so-called "**Knock-Out Barrier**"). If a Knock-Out Event occurs, the term of the Open End Turbos ends automatically, the Option Right or the right to payment of a Cash Amount expires automatically and the Open End Turbos expire and are repaid at the Knock-Out Cash Amount which could be zero. Investors should note in this context that the price of the Open End Turbos is reduced disproportionately compared to classical Warrants, if the price of the Underlying approaches the Knock-Out Barrier.

It must be noted that in the case of Open End Turbo Long, the probability that a Knock-Out Event occurs is increased due to the recurring adjustment of the Knock-Out Barrier while the price of the Underlying remains constant. In the case of Open End Turbo Short, the probability that a Knock-Out Event occurs is increased due to the recurring adjustment of the Knock-Out Barrier, while the price of the Underlying remains constant, if the Refinancing Rate falls below the Readjustment Factor. The longer an investor holds the Open End Turbos in these cases, the higher is the risk of loss of the invested capital. In the case of Open End Turbo linked to Currency Exchange Rates, the risk that a Knock-Out Event will occur increases, if the difference between the Refinancing Rate and the Foreign Currency Refinancing Rate is increased (Open End Turbo Long) or decreased (Open End Turbo Short). In the case of Open End Turbos linked to Futures Contracts, the particular risk exists that a Knock-Out Event may occur solely due to rolling of the relevant Futures Contract. The recurring adjustment of the Knock-Out Barrier is made on the basis of the respective Current Strike. The Strike is also adjusted on each Dividend Record Date. In the course of this adjustment of the Strike any dividends or cash amounts equivalent to dividends will be taken into account (also considering the relevant Dividend Factor). As a consequence, in the case of Open End Turbo Long linked to performance indices, the Current Strike and accordingly the Knock-Out Barrier will increase, so that the probability of the occurrence of a Knock-out Event increases. The effect will be greater, the higher the dividends and/or the dividend taxation.

Investors cannot rely on being able to sell their Warrants at all or at all times prior to the occurrence of a Knock-Out-Event. Investors should consider in this context that the Issuer does not commit or is not under any obligation legally or otherwise towards the Warrant Holders to quote bid and ask prices for the Open End Turbos. Investors cannot rely on being able to exercise their Option Rights at all or at all times prior to the occurrence of a Knock-Out Event. Even if all other exercise preconditions set forth in the Terms and Conditions are fulfilled, an exercise is impossible on the day on which a Knock-Out Event occurs. All submitted Exercise Notices that have not been executed become automatically void on the occurrence of the Knock-Out Event.

Return and reinvestment risk in the case of ordinary termination by the Issuer

Warrant Holders should note that the term of the open-end Warrants is generally unlimited. The term of the open-end Warrants may, however, be terminated through an ordinary termination by the Issuer in accordance with the Terms and Conditions. In these cases, the Warrant Holder bears the risk that its expectations with respect to an increase in the price of the open-end Warrants can no longer be satisfied due to the termination of the term. It must furthermore be considered in the case of a termination that the Warrant Holder bears the reinvestment risk. This means that the Warrant Holder may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of a termination on less favourable market terms compared to those existing when the open end Warrant was acquired.

Factors affecting the price during the term of the Open End Turbos

The price of the Open End Turbos during the term depends in particular on the price of the Underlying during the term. Generally, the price of the Open End Turbos falls when the price of the Underlying falls (Open End Turbo Long) or rises (Open End Turbo Short). A falling or rising of the price of the Underlying regularly has a disproportionately higher effect on the price of the Open End Turbos compared to the Underlying.

In the case of Open End Turbos, the features Strike and Knock-Out Barrier are adjusted at least once a week. Due to these adjustments, the price of the Open End Turbos may decline irrespective of the performance of the Underlying, i.e. the price of the Open End Turbos depends, for example, also on the interest rate level and any dividends and/or dividend taxation, if applicable. In addition, the volatility of the Underlying also affects the pricing of the Open End Turbos. The higher the volatility the higher the risk that a Knock-Out Event occurs and, therefore, an increased volatility may have a negative effect on the value of the Open End Turbos.

Risk related to the Open End Turbos related to futures contracts with Transaction Fee

In the case of Open End Turbos related to futures contracts, it is to be noted that a "Transaction Fee" may be calculated to cover the transaction costs arising from the Rollover. The amount of such Transaction Fee is based on a number per futures contract, expressed in the Reference Currency. The application of the Multiplier to these transaction costs leads to a loss in value of the Warrants if the Transaction Fee is greater than zero (0). It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover, so the determination of the applicable Multiplier has to be considered twice.

Product No 4: Specific Risks associated with Interest-Cap-Warrants

Risk of a lack of payments

Investors in Interest-Cap-Warrants bear the risk that the Interest-Cap-Warrants do not provide any payment of a Cash Amount on one or more Repayment Dates, if the difference between the Underlying Price and the Base Interest Rate (or, if provided for in the applicable Final Terms, the Base Interest Rate assigned to the respective Calculation Period) determined on the respective Interest Determination Dates is either zero or even negative. Therefore, there is a risk of loss – up to the total loss of the invested capital including the related transaction costs.

The price of the Interest-Cap-Warrants during the term depends in particular on the price of the Underlying during the term and in particular on the Interest Determination Dates. Generally, the price of the Interest-Cap-Warrants falls when the price of the Underlying falls.

2.2.3 Risk factors relating to certain types of Underlyings

Depending on the Underlying(s) to which the Warrants give exposure, Investors are exposed to further risks stemming from the type of Underlying and the behaviour of its market prices as the Cash Amount an Investor may receive depends on the development of the price of the Underlying. The types of Underlyings foreseen in this Programme differ significantly as per their typical price volatility. Investors should only invest in Warrants if they are familiar with the relevant Underlying and have a comprehensive understanding of the type of Underlying itself, the market and other rules of the relevant Underlying as this is prerequisite to understand the risks associated with the Warrants; a lack of such understanding may have material adverse effects for the respective investor and result in losing such investors investment entirely or partly.

Risk factors associated with Indices as Underlying

Factors having a negative effect on the Performance of the Index may also negatively affect the value and Cash Amount of the Warrants

In the case of Warrants linked to indices, the Cash Amount depends on the development of the price of the Index. Risks of the Index are thus also risks of the Warrants. The development of the price of the Index in turn depends on the individual index components of which the relevant Index is comprised. Equity indices are comprised of a synthetic portfolio of shares, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares that underlie such Index, such as interest and price levels on the capital markets, currency developments, political factors as well as company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. During the term of the Warrants, the market price of the Warrants may deviate from the development of the price of the Index or of the index components, since other factors, for example the correlations, volatilities and interest rate levels may influence the development of the price of the Warrants. In the case of performance indices, the reinvestment of dividend payments relating to the index components may also influence the development of the price of the Warrants.

The Issuer has no influence on the existence, composition and calculation of an Index

It should be noted that the Index-Sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of components of any Index may affect the level of such Index as a newly added company may perform significantly worse or better than the company it replaces, which in turn may affect the payments made by the Issuer to the purchasers of the Warrants. The Index-Sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The Index-Sponsor of an Index will have no involvement in the offer and sale of the Warrants and will have no obligation to any purchaser of such Warrants. The Index-Sponsor of an Index may take any actions in respect of such Index without regard to the interests of the purchasers of the Warrants, and any of these actions could adversely affect the market price of the Warrants.

Warrants relating to a price index do not take into account dividends and other distributions paid in relation to the index components, since they are not reflected in the price of such an index

The rules governing the composition and calculation of the relevant underlying Index might stipulate that dividends distributed on its components do not lead to a rise in the index level, for example, if it is a "price" index, which may lead to a decrease in the index level if all other circumstances remain the same. As a result, in such cases the purchasers of Warrants in

respect of which an Underlying is such type of Index will not participate in dividends or other distributions paid on the components comprising the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index.

The Index Sponsor does not carry out any activity which affects the value of the Index and does not issue investment recommendations regarding the Index

The Index Sponsor or licensor does not carry out sales or promotional or marketing activities for the Warrants. It does not give investment advice for the Warrants. In particular, the Index is determined, comprised and calculated by the Index Sponsor or licensor without consideration of the Issuer and the Warrants.

The Index Sponsor of an Index will have no involvement in the offer and sale of the Warrants and will have no obligation to any purchaser of such Warrants. The Index Sponsor of an Index may take any actions in respect of such an Index without regard to the interests of the purchasers of the Warrants, and any of these actions could adversely affect the market price of the Warrants.

Neither the Index Sponsor nor the licensor assume any responsibility or liability for the marketing or trading of the Warrants.

Warrant Holders do not have any rights in relation to the index components underlying the Index

Even if the amount of the payment to be made on the Warrants is entirely dependent on the performance of the underlying Index, the Warrants do not give a right to assert claims against the issuer of the shares underlying the Index.

Risk factors associated with Shares as Underlying

Factors having a negative effect on the performance of the Shares may also negatively affect the value and Cash Amount of the Warrants

Relevant for the development of the price of the Warrants is the development of the share price. The development of the share price cannot be predicted and is determined by macroeconomic factors, e.g. the interest rate and price level on capital markets, currency developments, political circumstances, as well as company-specific factors such as e.g. the earnings situation, market position, risk situation, shareholder structure, and distribution policy.

Warrants relating to Shares do not take into account any dividends and other distributions paid in relation to the Shares

Purchasers of the Warrants will not participate in dividends or other distributions paid on Shares as Underlying. Therefore, the return on the Warrants will not reflect the return a purchaser would have realised had he or she actually owned such Shares and received the dividends on them. The Warrant Holders also do not have voting rights regarding the Share.

Actions by the issuer of a Share may negatively affect the Warrants

The issuer of a Share will have no involvement in the offer and sale of the Warrants and will have no obligation to any Warrant Holder. The issuer of a Share may take any actions in respect of such Share without regard to the interests of the Warrant Holders, and any of these actions could have a negative effect on the market price and the return of the Warrants.

Warrant Holders do not have any claims against the Share issuer

Even if redemption of the Warrants is significantly dependent on the performance of the underlying Share, the Warrants do not give any recourse rights or other claims against the issuer of the Shares underlying the Warrants.

Risk factors associated with Currency Exchange Rates as Underlying

Currency exchange rates reflect the value ratio of one specific currency to a different currency. In international foreign exchange trading, where a specific currency is traded against another, the currency being traded is referred to as the "**Base Currency**", while the currency which states the price for the Base Currency, is referred to as "**Reference Currency**". For example, the foreign exchange rate "EUR/USD 1.1406" indicates that USD 1.1406 (= Reference Currency) has to be paid to purchase one Euro (= Base Currency). An increase of this foreign exchange rate therefore means an increase in the Euro compared to the US-Dollar. Conversely, the foreign exchange rate "USD/EUR 0.8766" indicates that EUR 0.8766 has to be paid to purchase one US-Dollar. An increase in this foreign exchange rate therefore means an increase in the US-Dollar compared to the Euro.

The performance of foreign exchange rates is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency.

Values from various sources may be used as price for the currency exchange rates. On the one side, this may be currency exchange rate prices, which are established in the so-called inter-bank trading, since the majority of international foreign exchange trading is settled between large banks. Such prices are published on screen pages of renowned financial information services (such as e.g. Reuters or Bloomberg). On the other side, official currency exchange rates determined by central banks (such as e.g. the European Central Bank) may be used as price for the currency exchange rate. Furthermore, it may be possible that the price of certain currency exchange rate pairs cannot be obtained in a suitable form at a reference market. For this foreign exchange rate, the price is determined by the Calculation Agent indirectly by using two currency exchange rate pairs, each of which contains a currency of the currency exchange rate pair underlying the Warrants as well as a common reference currency. The price of the currency Exchange rate underlying the Warrants is determined by making a cross rate calculation of these two currency exchange rates.

Risk factors associated with Interest Rates as Underlying

The development of the relevant Interest Rate is not foreseeable at the time of the issue and depends on numerous factors, inter alia, supply and demand factors on international money markets, which are influenced by measures of governments and central banks as well as speculations and, if applicable, general economic factors.

Risk factors associated with Commodities as Underlying

Raw materials or commodities are generally divided into three main categories: mineral commodities (such as e.g. oil, gas, aluminium and copper), agricultural products (such as e.g. wheat and corn), and precious metals (such as e.g. gold and silver). A majority of raw materials or commodities are traded on specialized exchanges or directly among market participants (inter-bank trading) worldwide in the form of OTC transactions ("over the counter") using mostly standardized contracts.

Price risks of raw materials or commodities are often complex. The prices are subject to greater fluctuations (volatility) than those of different investment categories. Commodity markets particularly have a lower liquidity than bond, foreign currency and stock markets. Changes in supply and demand therefore have a more drastic effect on prices and volatility, which is why investments in commodities are more risky and complex.

The factors influencing commodity prices are numerous and complex. The following are examples of some typical factors, which are reflected in commodity prices.

Supply and demand

The planning and management of commodities supplies are very time-consuming. This means that the scope for action on the supply side is limited and it is not always possible to adjust production swiftly to take account of changed demand. Demand can also vary on a regional basis. Transport costs for commodities in regions where these are needed also affect their prices. The fact that some commodities take a cyclical pattern, such as agricultural products which are only produced at certain times of the year, can also result in major price fluctuations.

Direct investment costs

Direct investments in commodities involve costs related to storage, insurance and tax. Moreover, no interest or dividends are paid on commodities. The total returns from commodities investments are therefore influenced by these factors.

Liquidity

Not all commodities markets are liquid and able to quickly and adequately react to changes in supply and demand. The fact that there are only a few market participants active on the commodities markets means that large speculative investments can have negative consequences and may distort prices.

Weather and natural catastrophes

Unfavourable weather conditions can influence the supply of certain commodities for the entire year. This kind of supply crisis can lead to severe and unpredictable price fluctuations. Diseases and epidemics can also influence the prices for agricultural products.

Governmental programs and policies, national and international political, military and economic events and trading activities in commodities

Commodities are often produced in emerging market countries, with demand coming from industrialized nations. However, the political and economic situation of emerging markets is often far less stable than in industrialized nations. They are generally much more susceptible to the risks of rapid political change and economic setbacks. Political crises can affect investor confidence, which can as a consequence influence commodity prices. Armed conflicts can also have impact on the supply and demand for certain commodities. It is also possible for industrialized nations to impose embargos on imports and exports of goods and services. This can directly and indirectly impact commodity prices. Furthermore, numerous commodity producers have joined forces to establish organizations or cartels in order to regulate supply and influence prices.

Taxes and duties

Changes in tax rates and customs duties may have a positive or a negative impact on the profitability margins for commodities producers. If these costs are passed on to buyers, these changes will affect the prices of the relevant commodities.

Risk factors associated with Futures Contracts as Underlying

General

Futures Contracts, also referred to as futures, are standardized futures transactions linked to: (i) financial instruments (e.g. shares, indices, interest rates, dividends or foreign currencies) – so-called financial futures contract –; or (ii) to commodities (e.g. precious metals, wheat, or sugar) – so-called commodity future contract.

A Futures Contract represents the contractual obligation to purchase or sell a certain quantity of the respective contract object on a fixed date at an agreed price. Futures Contracts are traded on futures exchanges and are standardized in respect to contract size, type and quality of the contract object, and potential places and dates of delivery. General, a close correlation exists between the price development of the financial instrument or commodity underlying the

Underlying on a spot market and the corresponding futures market. However, Futures Contracts are generally traded with a premium or discount compared to the spot price of the underlying financial instrument or commodity. This difference between spot and futures price, which is referred to as "basis" in futures exchange terminology, results on the one side from the inclusion of costs, which usually arise during spot transactions in the calculation (storage, delivery, insurance, etc.), or of income usually related to spot transactions (interest, dividends, etc.) and on the other side from the differing valuation of general market factors on the spot and futures market. Furthermore, the liquidity may significantly differ between the spot and the corresponding futures market depending on the financial instrument or commodity.

Since the Warrants are linked to the exchange price of the Futures Contract underlying the Warrants, it is advisable that the Warrant Holder, in addition to knowledge about the market for the financial instrument underlying the relevant Futures Contract or the market for the commodity underlying the relevant Futures Contract, also has knowledge about the mechanisms and valuation factors of futures transactions, since an appropriate evaluation of the risks related to the purchase of these Warrants is possible only in this case.

Rollover

Since Futures Contracts as Underlying of the Warrants have a fixed expiration date in each case, the Underlying is replaced by the Issuer in the case of Open End Warrants at a point in time determined in the Terms and Conditions with a Futures Contract, which except for an expiration date that is more distant in the future has the same contract specifications as the originally underlying Futures Contract ("**Rollover**").

The Issuer will close out its positions entered into through respective hedging transactions regarding the previous Futures Contracts, the expiration date of which is imminent, on the Rollover Date as specified in the Terms and Conditions and build up corresponding positions in respect to a Futures Contract with identical features but a longer term.

After completion of the Rollover, the Strike and, if applicable, the Knock-Out Barrier or other relevant thresholds are adjusted based on the Rollover Price for the Successor Value pursuant to the scheme described in the Terms and Conditions.

Risks associated with the regulation and reform of interest rate, equity, commodity, foreign exchange rate and other types of benchmarks could have a material impact on the Warrants, in particular Warrants linked to a benchmark could be de-listed, adjusted, redeemed or otherwise impacted, and changes to the methodology or terms of the benchmark could also adversely affect the Warrants.

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate, equity, commodity, foreign exchange rate and other types of indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Warrants linked to such a "benchmark".

Key international proposals for reform of "benchmarks" include IOSCO's Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU Regulation 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "EU Benchmark Regulation"). The EU Benchmark Regulation was published in the Official Journal on 29 June 2016 and came into force on 30 June 2016. Subject to various transitional provisions, the EU Benchmark Regulation will apply from 1 January 2018, however, the regime for "critical benchmarks" is applicable since 30 June 2016.

The EU Benchmark Regulation will apply to "contributors", "administrators" and "users" of "benchmarks" in the EU, and will, among other things, (i) require benchmark administrators to

be authorised (or, if non-EU-based, to have satisfied certain "equivalence" conditions in its local jurisdiction, to be "recognised" by the authorities of a Member State pending an equivalence decision or to be "endorsed" for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of "benchmarks" and (ii) ban the use of "benchmarks" of unauthorised administrators. The scope of the EU Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR and EURIBOR, will also apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in certain financial instruments (securities or derivatives listed on an EU regulated market, EU multilateral trading facility (MTF), EU organised trading facility (OTF) or "systematic internaliser"), certain financial contracts and investment funds. Different types of "benchmark" are subject to more or less stringent requirements, and in particular a lighter touch regime may apply where a "benchmark" is not based on interest rates or commodities and the value of financial instruments, financial contracts or investment funds referring to a benchmark is less than EUR 50 billion, subject to further conditions, and consequently considered to be a so-called "non-significant benchmark".

The EU Benchmark Regulation could have a material impact on Warrants linked to a "benchmark", including in any of the following circumstances:

- a rate or index which is a "benchmark" could not be used or could only be used for a limited transitional period which may be permitted by the competent authority as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions, is not "recognised" pending such a decision and is not "endorsed" for such purpose. In such event, depending on the particular "benchmark" and the applicable terms of the Warrants, the Warrants could be delisted, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the EU Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Warrants, including Calculation Agent determination of the rate or level in its discretion.

Any of the international, national or other reforms or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustments to the Terms and Conditions of the Warrants, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Warrants linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Warrants linked to a benchmark.

2.2.4 Risk factors relating to conflicts of interest

The Issuer may from time to time act in other capacities with regard to the Warrants, such as calculation agent. Such functions may allow the Issuer to calculate the value of the Underlying, which could raise conflicts of interest where securities or other assets issued by the Issuer itself or a group company can be chosen to be part of the Underlying, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

The Issuer may from time to time engage in transactions involving the Underlying for its proprietary accounts and for accounts under its management. Such transactions may have a

positive or negative effect on the value of the Underlying and consequently upon the value of the Warrants. As used in this section "*Risk factors relating to conflicts of interest*", references to the Underlying shall be deemed to include any of its constituents, if applicable.

The Issuer may issue other derivative instruments in respect of the Underlying (if any) and the introduction of such competing products into the marketplace may affect the value of the Warrants.

The Issuer may use all or some of the proceeds received from the sale of the Warrants to enter into hedging transactions. The Issuer believes that such hedging activity will under normal circumstances not have a material impact on the value of the Warrants. However, it cannot be assured that the Issuer's hedging activities will not affect such value. The value of the Warrants might in particular be affected by the liquidation of all or a portion of the hedging positions (a) at or about the time of the maturity or expiration of the Warrants or (b), if the Warrants provide for a knock-out at the time when the price or value of the Underlying approaches the relevant price or level for the knock-out.

The Issuer may acquire non-public information with respect to the Underlying, and the Issuer does not undertake to disclose any such information to any Warrant Holder. In addition, the Issuer may publish research reports with respect to the Underlying. Such activities could present conflicts of interest and may affect the value of the Warrants.

3. THE WARRANTS

3.1. General Information about the Warrants

3.1.1 Description of the Warrants and the rights attached to the Warrants, exercise procedure and consequences of market disruptions or adjustments

The type of the Warrant and the relevant securities identification number of the Warrants are stated in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms.

The Warrants issued by the Issuer may be linked to indices, shares, currency exchange rates, interest rates, commodities or future contracts as specified in Table 2 in the Annex to the Issue Specific Conditions of the Final Terms.

The exercise procedure depends on the Exercise Method as specified in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms. In the case of American Exercise the Option Right may be exercised by the Warrant Holder on a Business Day within the Exercise Period. In order to exercise the Option Right effectively a declaration signed with legally-binding effect must have been submitted to the Paying Agent including, inter alia, the name of the Warrant Holder, the designation and number of the Warrants and information on a suitable bank account to which the Cash Amount is to be credited. Any Option Rights not exercised effectively during the Exercise Period shall be deemed to be exercised on the last day of the exercise period, if the Cash Amount is positive. In the case the Exercise Style is European Exercise, the option rights shall be deemed to be exercised on the last day of the Exercise Period, if the Cash Amount is positive.

Where the applicable Final Terms specify the Underlying to be an index and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of the Issuer the Issuer makes the following statements:

- the complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or the Index Sponsor's website; and
- the governing rules (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

The right to demand payment of a Cash Amount on the respective Repayment Date is specified in Section 1 of the Issue Specific Conditions in the relevant Final Terms.

Any consequences of market disruptions, e.g. the postponement of a Final Valuation Date, are specified in Section 11 of the Issue Specific Conditions in the relevant Final Terms.

Any consequences of adjustments, e.g. the substitution of an Underlying, are specified in Section 12 of the Issue Specific Conditions in the relevant Final Terms.

3.1.2 Listing and trading

The Issuer may introduce or apply for admission of the Warrants on one or more of the Markets, i.e. the Vienna Stock Exchange and/or the Stuttgart Stock Exchange (*Börse Stuttgart*) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange. The Issuer may also issue Warrants which are not admitted to trading or listed on any market.

Warrants of the same class may have been admitted to trading on the same or another Market already. If and where a listing is intended, this will be stated in the relevant Final Terms. Further, information concerning a public offer of the Warrants will be contained in the relevant Final Terms, if any.

In the case of admission to trading and/or listing, the Minimum Trading Number will be stated in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms. The Issuer intends to quote bid and ask prices for the Warrants of an issue on a regular basis under normal market conditions, however the Issuer does not commit itself and is under no obligation legal or otherwise to quote bid and ask prices for the Warrants of an issue.

3.1.3 Currency of the Warrants

The Warrants will be offered for purchase (offer subject to change) in the Settlement Currency which is specified in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms. Exchange and off-exchange trading in the Warrants (if applicable) will likewise be conducted in the Settlement Currency. The disbursement of the Cash Amount (if any) will be made in the Settlement Currency (following a conversion into the Settlement Currency, as the case may be).

3.1.4 Terms and conditions of the offer, offer period

The offer of Warrants under this Prospectus is not subject to any conditions. The Final Terms must be read in conjunction with the Prospectus and its supplement(s) (if any).

The Prospectus provides for permanent and/or repeated issues of Warrants. Individual issues of Warrants will be offered permanently (*Daueremissionen*), where Warrants may be issued during most of their term at a price determined and adjusted from time to time by the Issuer ("**tap issue**"). Alternatively, the Warrants may be offered during a subscription period in one or several Series, with different features, at a fixed price plus an issuing premium. When the respective subscription period has ended, the Warrants will be sold over-the-counter.

The invitation to prospective investors to make offers for the subscription of Warrants is carried out by the Issuer and distribution partners, if any. An offer to subscribe for Warrants may be made by an investor to the Issuer or distribution partners, if any, during substantially the whole (or part of the) term of the Warrants at the discretion of the Issuer. The Issuer retains the right to accept or reject subscription offers, in whole or in part.

The Warrants are issued as non-par value instruments (Stücknotiz) and do not have any specified denominations; the Minimum Trading Numbers are set out in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms, if any. In general, no maximum subscription amount will be set by the Issuer.

The Warrants are issued as tap issues (*Daueremissionen*) so that the result of the offer will not be made public prior to the closing of the issue. Usually a notification of the maximum amount to Oesterreichische Kontrollbank Aktiengesellschaft will be made.

3.1.5 Pricing of the Warrants and factors influencing the price of the Warrants

The Initial Issue Price of the Warrants is fixed by the Issuer by taking into account several price relevant factors, including the price of the Underlying, the current interest rate, anticipated dividends and other product specific criteria.

Additionally, the Initial Issue Price may include an issue premium which is intended to cover commissions for the Issuer or other ancillary costs arising in connection with the issue and hedging of the respective Warrants.

The Initial Issue Price is disclosed in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms, and any further prices of the Warrants are determined at the Issuer's reasonable discretion according to market conditions.

Costs and disbursements incurred by an investor in connection with a secondary purchase of the Warrants are outside of the influence of the Issuer.

3.1.6 Delivery of the Warrants

If the Final Terms do not provide otherwise, the payment of the subscription price is effected on the basis of a subscription agreement between the investor and the Issuer concerning the acquisition of the respective Warrants. Delivery shall be effected upon payment within market customary time periods.

3.1.7 Clearing Systems and form and delivery

The Warrants are cleared by OeKB CSD, Strauchgasse 1-3, A-1010 Vienna, Austria. After settlement, the Warrants are represented by a global bearer note, which is deposited with OeKB CSD. No Warrants in definite form will be issued. The Warrant Holders are entitled to co-ownership interests in the global bearer note, which are transferrable in accordance with the terms and conditions of OeKB CSD and applicable law. Warrants may also be held by the Issuer and/or any other agreed depository for any other clearing system, if any.

3.1.8 Restrictions on the free transferability of the securities

Each Warrant (of a series of Warrants) is transferable in accordance with the laws applying in each case and, where relevant, the respective applicable regulations and procedures of the securities depository in whose records the transfer is registered.

The Warrants are transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions or an integral multiple thereof.

When purchasing, transferring or exercising the Warrants, investors must comply with the selling restrictions as laid out in Part "10. Subscription and Sale" of this Prospectus and "Other information" in the relevant Final Terms.

3.1.9 Ranking of the Warrants

The Warrants constitute direct, unsecured and unsubordinated obligations of the Issuer, which rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for those obligations that have priority according to mandatory law.

3.1.10 Consents and approvals, resolutions in respect of the issue of the Warrants

The Issuer has obtained all necessary consents, approvals and authorisations in Austria in connection with the issue and performance of Warrants.

The Issuer may issue Warrants under the Prospectus in accordance with internal approvals, as in force from time to time, provided that, unless otherwise specified in the Final Terms, issues of Warrants from 1 July 2017 to 30 June 2018 will be made in accordance with a resolution of the Management Board of the Issuer passed on 13 June 2017 and a resolution of the Supervisory Board dated 29 June 2017, and issues of Warrants from 1 July 2018 to 30 June 2019 will be made in accordance with resolutions of the Management Board of the Issuer which are expected to be adopted in May 2018.

3.1.11 Reasons for the offer and use of proceeds from the sale of the Warrants

The issue of the Warrants is part of the ordinary business activity of the Issuer and is undertaken solely to generate profits. For the avoidance of doubt: Even if the Cash Amount and the performance of the Warrants are calculated by referencing to a price of the underlying defined in the Terms and Conditions of the Warrants the Issuer is not obliged to invest the proceeds from the issuance into the underlying or components of the underlying at any time. The Warrant Holders do not have any property rights or shares in the underlying or its components. The Issuer is free to choose about the use of the proceeds of the issuance.

3.1.12 Applicable law, place of performance and place of jurisdiction

Form and content of the Warrants as well as all rights and obligations from matters governed in the Terms and Conditions are determined in every respect by the laws of Austria.

Vienna, Austria, shall be place of performance.

To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Warrant Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.

3.1.13 Interest of individuals or legal entities involved in the issue

Concerning interests of individuals or legal entities involved in the issue as well as potential conflicts of interests resulting from this, please see the section "2.2.4 Risk factors relating to conflicts of interest" in the Prospectus and under "Interest of natural and legal persons involved in the issue/offer" under "Other information" in the relevant Final Terms.

3.1.14 Fees

The Final Terms will specify, if applicable, the kind and amount of fees charged to the subscriber or purchaser.

3.1.15 Categories of potential investors

The Issuer generally does not distinct in various categories of potential investors to which the Warrants are offered. The Issuer may offer Warrants generally to retail and institutional investors in any jurisdiction where the legal and further requirements for offering securities are fulfilled. If offers are being made simultaneously in the markets of two or more countries, the Issuer generally does not reserve any tranches of Warrants for certain of these.

3.2. Explanation Description of mechanism of Warrants

Product No 1: Description of mechanism of Put/Call Warrants

Description of Call Warrants

With a Call Warrant, the Warrant Holder may participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Call Warrant expiring worthless if the Reference Price equals or is below the Strike.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the Reference Price equals or is below the Strike, the investor will not receive any payment and the Call Warrant expires worthless.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Description of Put Warrants

With a Put Warrant, the Warrant Holder may participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Put Warrant expiring worthless if the Reference Price equals or exceeds the Strike.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the Reference Price equals or exceeds the Strike, the investor will not receive any payment and the Put Warrant expires worthless.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Product No 2: Description of mechanism of Closed End Turbo Long and Closed End Turbo Short

Description of Closed End Turbo Long

With a Closed End Turbo Long, the Warrant Holder may participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Closed End Turbo Long expiring worthless if the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date, the investor will receive the Knock-Out Cash Amount and the Closed End Turbo Long expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price exceeds the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or below the Strike the Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Description of Closed End Turbo Short

With a Closed End Turbo Short, the Warrant Holder may participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Closed End Turbo Short expiring worthless if the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date.

On the Repayment Date, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date, the investor receives the Knock-Out Cash Amount and the Closed End Turbo Short expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price falls short of the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or above the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Product No 3: Description of mechanism of Open End Turbo Long and Open End Turbo Short

Description of Open End Turbo Long

With an Open End Turbo Long, the Warrant Holder may participate disproportionately (through leverage) in a positive performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Open End Turbo Long expiring worthless if the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date.

In the case of exercise by the investor or ordinary termination by the Issuer, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price exceeds the Strike. If the price of the Underlying equals or is below the Knock-Out Barrier at any time on an Observation Date, the investor receive the Knock-Out Cash Amount and the Open End Turbo Long expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price exceeds the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or below the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Description of Open End Turbo Short

With an Open End Turbo Short, the Warrant Holder may participate disproportionately (through leverage) in a negative performance of the price of the Underlying.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is positive, and takes the risk of the Open End Turbo Short expiring worthless if the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date.

In the case of exercise by the investor or ordinary termination by the Issuer, the investor receives a Cash Amount, converted into the Settlement Currency, as the case may be, corresponding to the amount (multiplied with the Multiplier) by which the Reference Price falls short of the Strike. If the price of the Underlying equals or exceeds the Knock-Out Barrier at any time on an Observation Date, the investor will receive the Knock-Out Cash Amount and the Open End Turbo Short expires immediately. The Knock-Out Cash Amount, converted into the Settlement Currency, as the case may be, corresponds to the amount (multiplied with the Multiplier) by which the Knock-Out Reference Price falls short of the Strike on the day of the Knock-Out Event. If the Knock-Out Reference Price is equal to or above the Strike the Knock-Out Cash Amount is zero (0).

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

Product No 4: Description of mechanism of Interest -Cap -Warrants

Description of Interest-Cap-Warrants

With an Interest-Cap-Warrant, the Warrant Holder may participate disproportionately (through leverage) in a positive performance of the price of the Underlying above the relevant Base Interest Rate. The purpose of Interest-Cap-Warrants is that investors can hedge themselves against increases in price of the Underlying above the Base Interest Rate. As specified in the applicable Final Terms, the Base Interest Rate can either remain constant throughout the entire term of the Interest-Cap-Warrants or – in the case of a “Step-up Base Interest Rate” - a certain Base Interest Rate is assigned to each Calculation Period and such Base Interest Rate increases during the term of the Interest-Cap-Warrants.

However, the investor makes a leveraged loss if the performance of the price of the Underlying is negative, and takes the risk of the Interest-Cap-Warrant not granting a payment if the price of the Underlying equals or is below the Base Interest Rate (or, if provided for in the applicable Final Terms, the Base Interest Rate assigned to the respective Calculation Period) on the relevant Interest Determination Dates.

On each Repayment Date, the investor receives a Cash Amount per Warrant corresponding to the product of the Calculation Value and the Differential Rate multiplied by the Multiplication Factor, if applicable, and the actual number of calendar days during the respective Calculation Period divided by 360. Differential Rate means the positive difference between the price of the Underlying and the Base Interest Rate (or, if provided for in the applicable Final Terms, the Base Interest Rate assigned to the respective Calculation Period) as determined on the respective Interest Determination Date. If the price of the Underlying equals or is below the (respective) Base Interest Rate, the investor will not receive any payment with respect to the relevant Calculation Period.

During the lifetime, the investor does not receive any regular income (e.g. dividends or interest).

4. TERMS AND CONDITIONS OF THE WARRANTS

TERMS AND CONDITIONS

The Terms and Conditions are composed of the following parts (together, the "**Terms and Conditions**"):

(a) the Issue Specific Conditions as set out under 4.1 below (the "**Issue Specific Conditions**") consisting of

- (i) Part A. Product Specific Conditions; and
- (ii) Part B. Underlying Specific Conditions; as well as

(b) the General Conditions as set out under 4.2 below (the "**General Conditions**").

The relevant Final Terms will (i) replicate the applicable optional Issue Specific Conditions and (ii) contain the applicable new issue specific information in respect of the Issue Specific Conditions. New information will be given in Final Terms only in compliance with the requirements for Category B and C information items as set out in Annex XX of the Prospectus Regulation. In respect of each Series of Warrants the Issue Specific Conditions as replicated in the respective Final Terms and the General Conditions together shall constitute the Terms and Conditions applicable to such a Series of Warrants (the "**Conditions**"). The Issue Specific Conditions as replicated in the respective Final Terms are to be read in conjunction with the General Conditions.

The Conditions will be in the German language or the English language or both and the controlling and binding language of the Conditions will be specified in the relevant Final

OPTIONSSCHEINBEDINGUNGEN

Die Optionsscheinbedingungen setzen sich aus folgenden Teilen zusammen (zusammen die "**Optionsscheinbedingungen**"):

(a) den Emissionsbezogenen Bedingungen wie nachfolgend unter 4.1 aufgeführt (die "**Emissionsbezogenen Bedingungen**"), die aus

- (i) Teil A. Produktbezogene Bedingungen; und
- (ii) Teil B. Basiswertbezogene Bedingungen bestehen; sowie

(b) den Allgemeinen Bedingungen wie nachfolgend unter 4.2 aufgeführt (die "**Allgemeinen Bedingungen**").

Die jeweiligen Endgültigen Bedingungen werden (i) die anwendbaren optionalen Emissionsbezogenen Bedingungen wiederholen und (ii) im Rahmen dieser anwendbaren Emissionsbezogenen Bedingungen neue emissionspezifische Informationen enthalten. Soweit in den Endgültigen Bedingungen neue Informationen aufgenommen werden, erfolgt dies ausschließlich im Rahmen der Vorgaben für Kategorie B- und Kategorie C-Informationsbestandteile des Annex XX der Prospektverordnung. In Bezug auf jede einzelne Serie von Optionsscheinen beinhalten die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den Endgültigen Bedingungen wiederholt werden, und die Allgemeinen Bedingungen die auf die jeweilige Serie von Optionsscheinen anwendbaren Optionsscheinbedingungen (die "**Bedingungen**"). Die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den jeweiligen Endgültigen Bedingungen wiederholt werden, müssen zusammen mit den Allgemeinen Bedingungen gelesen werden.

Die Bedingungen werden in deutscher Sprache, englischer Sprache oder beiden Sprachen erstellt, wobei die rechtsverbindliche Sprache in den jeweiligen Endgültigen Bedingungen

Terms.

Each Global Note representing the Warrants of the relevant Tranche will have the Issue Specific Conditions as replicated in the Final Terms and the General Conditions attached.

festgelegt wird.

Jeder die Optionsscheine der jeweiligen Tranche verbriefenden Globalurkunde werden die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den Endgültigen Bedingungen wiederholt werden, und die Allgemeinen Bedingungen beigefügt.

4.1 Issue Specific Conditions

Part A. Product Specific Conditions

1. Issue Specific Conditions

Part A. Product Specific Conditions

[in the case of Product No 1, insert:

Product No 1: Put/Call Warrants

Section 1

Option Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Warrant Holder**") of warrants (the "**Warrants**"), relating to the Underlying (Section 12 (1) of the Issue Specific Conditions), the right (the "**Option Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Warrants shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Warrant corresponds to the amount, by which the Reference Price (paragraph (3)) exceeds (if the Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Call, the "**Call Warrants**") or falls short of (if the

1. Emissionsbezogene Bedingungen

Teil A. Produktbezogene Bedingungen

[im Fall von Produkt Nr. 1 einfügen:

Produkt Nr. 1: Put/Call Optionsscheine

§ 1

Optionsrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Optionsscheininhaber**") von Optionsscheinen (die "**Optionsscheine**"), bezogen auf den Basiswert (§ 12 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Optionsrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Optionsscheine sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**") oder einem ganzzahligen Vielfachen davon, übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Optionsschein entspricht dem Betrag, um den der Referenzpreis (Absatz (3)) den Basispreis (§ 3 der Emissionsbezogenen Bedingungen) überschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen

Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Put, the "**Put Warrants**") the Strike (Section 3 of the Issue Specific Conditions), multiplied by the Multiplier (Section 4 of the Issue Specific Conditions). The Cash Amount is at least zero (0). The Cash Amount is [*if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (paragraph (2))] [*if Currency Conversion is applicable, insert:* converted from the Reference Currency (paragraph (2)) into the Settlement Currency (paragraph (2)) pursuant to paragraph (4) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][●] decimal places, as the case may be.

als Call festgelegt ist, die "**Call Optionsscheine**") bzw. unterschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Put festgelegt ist, die "**Put Optionsscheine**"), multipliziert mit dem Bezugsverhältnis (§ 4 der Emissionsbezogenen Bedingungen). Der Auszahlungsbetrag beträgt mindestens null (0). Der Auszahlungsbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (2))] [*sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (4) von der Referenzwährung (Absatz (2)) in die Auszahlungswährung (Absatz (2)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

(2) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

(2) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

(3) The "**Reference Price**" corresponds to, subject to Section 11 of the Issue Specific Conditions, the Underlying Price (Section 12 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions).

(3) Der "**Referenzpreis**" entspricht, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen).

[*if Currency Conversion is applicable, the following Paragraph shall apply:*

[*sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

(4) [*if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] [*if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation

(4) [*sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] [*sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der

Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3 Strike

The "**Strike**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Strike as specified in Table 1 in the Annex to the Issue Specific Conditions.

§ 3 Basispreis

Der "**Basispreis**" entspricht, vorbehaltlich von Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Basispreis.

Section 4 Multiplier

The "**Multiplier**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Multiplier as specified in Table 1 in the Annex to the Issue

§ 4 Bezugsverhältnis

Das "**Bezugsverhältnis**" entspricht, vorbehaltlich von Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.

Specific Conditions.

Section 5
(intentionally left blank)

§ 5
(entfällt)

Section 6
(intentionally left blank)

§ 6
(entfällt)

Section 7
Exercise of the Option Rights

§ 7
Ausübung der Optionsrechte

[if the Exercise Style is "American Style", insert:

[im Fall von "amerikanischer Ausübung" einfügen:

1) The Option Right may be exercised, subject to an extraordinary termination of the Warrants in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on a Business Day within the Exercise Period, in each case until [the Exercise Time as specified in Table 1 in the Annex to the Issue Specific Conditions][●] (the "**Exercise Time**"). "**Exercise Period**" means the period beginning on (and including) [the First Day of the Exercise Period as specified in Table 1 in the Annex to the Issue Specific Conditions][●] (the "**First Day of the Exercise Period**") and ending on (and including) [the Last Day of the Exercise Period as specified in Table 1 in the Annex to the Issue Specific Conditions][●] (the "**Last Day of the Exercise Period**"). In the case of an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, the Option Right may only be exercised no later than by the Exercise Time on the last Business Day prior to the date on which the termination becomes effective.

(1) Das Optionsrecht kann, vorbehaltlich einer außerordentlichen Kündigung der Optionsscheine gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, innerhalb der Ausübungsfrist (die "**Ausübungsfrist**"), jeweils bis [zu der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Ausübungszeit][●] (die "**Ausübungszeit**") an einem Bankgeschäftstag ausgeübt werden. "**Ausübungsfrist**" ist der Zeitraum ab dem [in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten ersten Tag der Ausübungsfrist][●] (einschließlich) (der "**Erste Tag der Ausübungsfrist**") bis [zu dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten letzten Tag der Ausübungsfrist][zum ●] (einschließlich) (der "**Letzte Tag der Ausübungsfrist**"). Im Falle der außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen kann das Optionsrecht nur spätestens bis zur Ausübungszeit am letzten Bankgeschäftstag vor dem Tag des Wirksamwerdens der Kündigung ausgeübt werden.

(2) Option Rights may be exercised in each

(2) Optionsrechte können jeweils nur für die

case for a minimum number of Warrants equal to the minimum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Exercise Number**"). [*if a Maximum Exercise Number is specified, insert:* The total number of Warrants exercised must not exceed the maximum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Exercise Number**").]

(3) In order to exercise the Option Rights effectively, the following conditions must also be fulfilled on a Business Day within the Exercise Period:

(a) a declaration signed with legally-binding effect must have been submitted to the Paying Agent (Section 3 (1) of the General Conditions), including the following information: (i) the name of the Warrant Holder, (ii) the designation and the number of the Warrants, the Option Rights of which are exercised, (iii) a suitable bank account, to which any Cash Amount denominated in the Settlement Currency is to be credited, and (iv) a declaration, that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person (the "**Exercise Notice**", a template is available at www.erstegroup.com/exercise-notice). The Exercise Notice is, subject to Section 11 of the Issue Specific Conditions, irrevocable and binding. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time;

Mindestausübungsmenge, wie in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegt, (die "**Mindestausübungsmenge**") ausgeübt werden. [*sofern eine Höchstausübungsmenge festgelegt ist, einfügen:* Die Gesamtzahl der ausgeübten Optionsscheine darf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Höchstausübungsmenge (die "**Höchstausübungsmenge**") nicht überschreiten.]

(3) Zur wirksamen Ausübung der Optionsrechte müssen an einem Bankgeschäftstag innerhalb der Ausübungsfrist ferner die folgenden Bedingungen erfüllt sein:

(a) bei der Zahlstelle (§ 3 (1) der Allgemeinen Bedingungen) muss eine rechtsverbindlich unterzeichnete Erklärung eingereicht sein, die die folgenden Angaben enthält: (i) den Namen des Optionsscheininhabers, (ii) die Bezeichnung und die Anzahl der Optionsscheine, deren Optionsrechte ausgeübt werden, (iii) ein geeignetes Bankkonto, dem gegebenenfalls der Auszahlungsbetrag in der Auszahlungswährung gutgeschrieben werden soll, und (iv) eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Optionsscheine eine US-Person ist (die "**Ausübungserklärung**", eine Vorlage ist unter www.erstegroup.com/exercise-notice verfügbar). Die Ausübungserklärung ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, unwiderruflich und bindend. Die in diesem Absatz verwendeten Bezeichnungen

- haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist;
- (b) the Warrants must have been received by the Paying Agent through credit of the Warrants to the account of the Paying Agent at the Clearing System (Section 2 (1) of the General Conditions).
- (b) die Optionsscheine müssen bei der Zahlstelle durch Gutschrift der Optionsscheine auf das Konto der Zahlstelle bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) eingegangen sein.
- (4) Option Rights, which were not exercised effectively pursuant to paragraphs (2) and (3), shall be deemed, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, to have been exercised on the Last Day of the Exercise Period without further preconditions, if the Cash Amount is positive (the "**Automatic Exercise**"). In the case of an Automatic Exercise, the declaration referred to in paragraph (3)(a)(iv) shall be deemed to have been issued automatically. Otherwise, all rights under the Warrants not effectively exercised on that date will expire on such date and the Warrants become null and void.]
- (4) Optionsrechte, die nicht wirksam gemäß den Absätzen (2) und (3) ausgeübt worden sind, gelten, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, ohne weitere Voraussetzungen als am letzten Tag der Ausübungsfrist ausgeübt, falls der Auszahlungsbetrag positiv ist (die "**Automatische Ausübung**"). Im Fall der Automatischen Ausübung gilt die in Absatz (3)(a)(iv) erwähnte Erklärung als automatisch abgegeben. Anderenfalls erlöschen an diesem Tag alle Rechte, die sich aus den bis dahin noch nicht wirksam ausgeübten Optionsscheinen ergeben, und die Optionsscheine werden ungültig.]

[if the Exercise Style is "European Style", insert:

- (1) The Option Rights shall be deemed to have been exercised, subject to an extraordinary termination of the Warrants in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, without further preconditions on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions), if the Cash Amount is positive (the "**Automatic Exercise**"). Otherwise, all rights under the Warrants not effectively exercised on that date will expire on such date and the Warrants become null and void.

[im Fall von "europäischer Ausübung" einfügen:

- (1) Die Optionsrechte gelten, vorbehaltlich einer außerordentlichen Kündigung der Optionsscheine gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, ohne weitere Voraussetzungen als an dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) ausgeübt, falls der Auszahlungsbetrag positiv ist (die "**Automatische Ausübung**"). Anderenfalls erlöschen an diesem Tag alle Rechte, die sich aus den bis dahin noch nicht wirksam ausgeübten Optionsscheinen ergeben, und die Optionsscheine werden ungültig.

(2) A declaration that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person shall be deemed to have been issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.]

(2) Eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (beneficial owner) der Optionsscheine eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist.]

Section 8

Exercise Date; Final Valuation Date;
Business Day; Term of the Warrants

§ 8

Ausübungstag; Finaler Bewertungstag;
Bankgeschäftstag; Laufzeit der Optionsscheine

[if the Exercise Style is "American Style", insert:

[im Fall von "amerikanischer Ausübung" einfügen:

(1) "**Exercise Date**" is, subject to the following provisions, the Business Day within the Exercise Period, on which all conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions are fulfilled no later than by the Exercise Time (Section 7 (1) of the Issue Specific Conditions). If these conditions are fulfilled on a date, which is not a Business Day, or after the Exercise Time on a Business Day, the next following Business Day shall be deemed to be the Exercise Date, provided that this day falls into the Exercise Period. In the case of an Automatic Exercise, the Exercise Date is the Last Day of the Exercise Period.

(1) "**Ausübungstag**" ist, vorbehaltlich der nachfolgenden Bestimmungen, der Bankgeschäftstag innerhalb der Ausübungsfrist, an dem bis spätestens zur Ausübungszeit (§ 7 (1) der Emissionsbezogenen Bedingungen) sämtliche in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen erfüllt sind. Falls diese Bedingungen an einem Tag, der kein Bankgeschäftstag ist, oder nach der Ausübungszeit an einem Bankgeschäftstag erfüllt sind, gilt der nächstfolgende Bankgeschäftstag als der Ausübungstag, vorausgesetzt, dass dieser Tag in die Ausübungsfrist fällt. Im Fall der Automatischen Ausübung entspricht der Ausübungstag dem letzten Tag der Ausübungsfrist.

(2) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, if the Underlying Price (Section 12 (2) of the Issue Specific Conditions) of the Underlying is determined usually on a Calculation Date after the Exercise Time, the Exercise Date or if the Exercise Date is not a Calculation Date (Section 12 (2) of the Issue Specific Conditions), the following Calculation Date or if the Underlying Price is determined usually on a

(2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, sofern die Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) des Basiswerts üblicherweise an einem Berechnungstag nach der Ausübungszeit festgestellt wird, der Ausübungstag bzw., falls der Ausübungstag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) ist, der nächstfolgende Berechnungstag bzw.

Calculation Date prior to the Exercise Time, the Calculation Date (Section 12 (2) of the Issue Specific Conditions) immediately following the Exercise Date or if the Exercise Date falls onto the Last Day of the Exercise Period, the date on which the Exercise Period ends, or, if this date is not a Calculation Date (Section 12 (2) of the Issue Specific Conditions), then also in this case the next following Calculation Date.]

sofern die Kursreferenz des Basiswerts üblicherweise an einem Berechnungstag vor der Ausübungszeit festgestellt wird, der Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen), der unmittelbar auf den Ausübungstag folgt bzw. falls der Ausübungstag auf den letzten Tag der Ausübungsfrist fällt, der Tag, an dem die Ausübungsfrist endet, oder, falls dieser Tag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) ist, dann auch in diesem Fall der nächstfolgende Berechnungstag.]

[if the Exercise Style is "European Style", insert:

[im Fall von "europäischer Ausübung" einfügen:

(1) "**Exercise Date**" is, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, the Final Valuation Date (paragraph (2)).

(1) "**Ausübungstag**" ist, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, der Finale Bewertungstag (Absatz (2)).

(2) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, the Final Valuation Date as specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date should not be a Calculation Date (Section 12 (2) of the Issue Specific Conditions), the next following date, which is a Calculation Date, shall be the Final Valuation Date.]

(2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene Finale Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.]

(3) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][●] are open for business. In connection with payment transactions in accordance with Section 9 and Section 13 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the

(3) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Optionsscheinbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 9 und § 13 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System

General Conditions) processes payments and on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][●] are open for business. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

- (4) The "**Term of the Warrants**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date.

geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt und an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][●] für den Geschäftsverkehr geöffnet sind. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

- (4) Die "**Laufzeit der Optionsscheine**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag.

Section 9

Determination and Payment of the Cash Amount

§ 9

Ermittlung und Zahlung des Auszahlungsbetrags

[if the Exercise Style is "American Style", insert:

- (1) Following the exercise of the Option Rights in accordance with Section 7 (3) of the Issue Specific Conditions as well as the determination of the Underlying Price, the Calculation Agent calculates any Cash Amount to be paid either based on the number of Warrants actually delivered or based on the number of Warrants specified in the Exercise Notice, depending on which number is lower. Section 7 (2) of the Issue Specific Conditions remains unaffected. Any remaining surplus of delivered Warrants is returned to the holder of the Option Rights to be exercised at its cost and risk.

- (2) Following (a) the exercise of the Option

[im Fall von "amerikanischer Ausübung" einfügen:

- (1) Nach Ausübung der Optionsrechte gemäß § 7 (3) der Emissionsbezogenen Bedingungen sowie der Feststellung des Referenzpreises berechnet die Berechnungsstelle den gegebenenfalls zu zahlenden Auszahlungsbetrag entweder nach der Anzahl der tatsächlich gelieferten Optionsscheine oder nach der in der Ausübungserklärung genannten Anzahl von Optionsscheinen, je nachdem, welche Zahl niedriger ist. § 7 (2) der Emissionsbezogenen Bedingungen bleibt unberührt. Ein etwa verbleibender Überschuss bezüglich der gelieferten Optionsscheine wird an den Inhaber der auszuübenden Optionsrechte auf dessen Kosten und Gefahr zurückgewährt.

- (2) Nach (a) der Ausübung der Optionsrechte

Rights in accordance with Section 7 (2) and (3) of the Issue Specific Conditions or (b) an extraordinary termination of the Warrants by the Issuer in accordance with Section 13 of the Issue Specific Conditions or Section 5 of the General Conditions, the Issuer will cause the transfer of any Cash Amount to be claimed to the account of the holder of the exercised warrants specified in the Exercise Notice by the [fifth][●] Business Day after the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) (the "**Repayment Date**"). In the case of an Automatic Exercise, the Issuer will cause the transfer of any Cash Amount to be claimed to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System, without requiring the fulfilment of the conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions.

gemäß § 7 (2) und (3) der Emissionsbezogenen Bedingungen oder (b) einer außerordentlichen Kündigung der Optionsscheine durch die Emittentin gemäß § 13 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, wird die Emittentin bis zum [fünften][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags auf das in der Ausübungserklärung angegebene Konto des Inhabers der ausgeübten Optionsscheine veranlassen. Im Fall der Automatischen Ausübung wird die Emittentin die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) veranlassen, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf.

(3) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.]

(3) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

[if the Exercise Style is "European Style", insert:

[im Fall von "europäischer Ausübung" einfügen:

(1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] Business Day after the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the

(1) Die Emittentin wird bis zum [fünften][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen

Warrants with the Clearing System.

- (2) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.]

Section 10

(intentionally left blank)]

[in the case of Product No. 2, insert:

Product No 2: Closed End Turbo Long or Closed End Turbo Short

Section 1

Option Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Warrant Holder**") of Turbo warrants (the "**Warrants**" or the "**Turbos**") relating to the Underlying (Section 12 (1) of the Issue Specific Conditions) the right (the "**Option Right**") to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) or of the Knock-Out Cash Amount (Section 6 (1) of the Issue Specific Conditions), in each case, in accordance with these Conditions.
- (2) The Warrants shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions

Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen.

- (2) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

§ 10

(entfällt)]

[im Fall von Produkt Nr. 2 einfügen:

Produkt Nr. 2: Closed End Turbo Long oder Closed End Turbo Short

§ 1

Optionsrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Optionsscheininhaber**") von Turbo Optionsscheinen (die "**Optionsscheine**" oder die "**Turbos**"), bezogen auf den Basiswert (§ 12 (1) der Emissionsbezogenen Bedingungen) das Recht (das "**Optionsrecht**"), nach Maßgabe dieser Bedingungen, die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) bzw. des Knock-Out Auszahlungsbetrags (§ 6 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Optionsscheine sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen

(the "**Minimum Trading Number**") or an integral multiple thereof.

entspricht (das "**Mindesthandelsvolumen**") oder einem ganzzahligen Vielfachen davon, übertragbar.

Section 2
Cash Amount

§ 2
Auszahlungsbetrag

(1) The "**Cash Amount**" per Warrant corresponds to, subject to Section 6 of the Issue Specific Conditions, the amount, by which the Reference Price (paragraph (3)) exceeds (if the Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Turbo Long, the "**Turbo Long**") or falls short of (if the Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Turbo Short, the "**Turbo Short**") the Strike (Section 3 of the Issue Specific Conditions), multiplied by the Multiplier (Section 4 of the Issue Specific Conditions). The Cash Amount is at least zero (0). The Cash Amount is *[if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (2))]* *[if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (2)) into the Settlement Currency (paragraph (2)) pursuant to paragraph (4) (the "**Currency Conversion**")]*. The Cash Amount will be commercially rounded to *[two][●]* decimal places, as the case may be.

(1) Der "**Auszahlungsbetrag**" je Optionsschein entspricht, vorbehaltlich § 6 der Emissionsbezogenen Bedingungen, dem Betrag, um den der Referenzpreis (Absatz (3)) den Basispreis (§ 3 der Emissionsbezogenen Bedingungen) überschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Turbo Long festgelegt ist, die "**Turbo Long**") bzw. unterschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Turbo Short festgelegt ist, die "**Turbo Short**"), multipliziert mit dem Bezugsverhältnis (§ 4 der Emissionsbezogenen Bedingungen). Der Auszahlungsbetrag beträgt mindestens null (0). Der Auszahlungsbetrag wird *[sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (2))]* *[sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (4) von der Referenzwährung (Absatz (2)) in die Auszahlungswährung (Absatz (2)) umgerechnet (die "**Währungsumrechnung**")]*. Der Auszahlungsbetrag wird gegebenenfalls auf *[zwei][●]* Nachkommastellen kaufmännisch gerundet.

(2) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

(2) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

(3) The "**Reference Price**" corresponds to,

(3) Der "**Referenzpreis**" entspricht,

subject to Section 11 of the Issue Specific Conditions, the Underlying Price (Section 12 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions).

vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen).

[if Currency Conversion is applicable, the following Paragraph shall apply:

[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:

(4) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

(4) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3
Strike

The "**Strike**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Strike as specified in Table 1 in the Annex to the Issue Specific Conditions.

Section 4
Multipller

The "**Multipller**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Multipller as specified in Table 1 in the Annex to the Issue Specific Conditions.

Section 5
Knock-Out Barrier

The "**Knock-Out Barrier**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Knock-Out Barrier as specified in Table 1 in the Annex to the Issue Specific Conditions.

Section 6
Knock-Out Event

(1) If the Knock-Out Price (Section 12 (2) of the Issue Specific Conditions) reaches or falls below (Turbo Long) or reaches or exceeds (Turbo Short) the Knock-Out Barrier on an Observation Date (paragraph (2)), the term of the Warrants ends automatically and the Option Right in accordance with Section 1 (1) of the Issue Specific Conditions expires automatically without the need for a separate termination of the Warrants by the Issuer (the "**Knock-Out Event**").

In this case, the Knock-Out Cash Amount (the "**Knock-Out Cash Amount**") corresponds to the amount, by which the

§ 3
Basispreis

Der "**Basispreis**" entspricht, vorbehaltlich von Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Basispreis.

§ 4
Bezugsverhältnis

Das "**Bezugsverhältnis**" entspricht, vorbehaltlich Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.

§ 5
Knock-Out Barriere

Die "**Knock-Out Barriere**" entspricht, vorbehaltlich Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Knock-Out Barriere.

§ 6
Knock-Out Ereignis

(1) Sollte der Knock-Out Kurs (§ 12 (2) der Emissionsbezogenen Bedingungen) an einem Beobachtungstag (Absatz (2)) die Knock-Out Barriere erreichen oder unterschreiten (Turbo Long) bzw. erreichen oder überschreiten (Turbo Short), ist die Laufzeit der Optionsscheine automatisch beendet und das Optionsrecht gemäß § 1 (1) der Emissionsbezogenen Bedingungen erlischt automatisch, ohne dass es einer gesonderten Kündigung der Optionsscheine durch die Emittentin bedarf (das "**Knock-Out Ereignis**").

In diesem Fall entspricht der Knock-Out Auszahlungsbetrag (der "**Knock-Out Auszahlungsbetrag**") der mit dem

Knock-Out Reference Price (paragraph (3)) exceeds (Turbo Long) or falls short of (Turbo Short) the Strike (Section 3 of the Issue Specific Conditions) on the day of the Knock-Out Event, multiplied by the Multiplier (Section 4 of the Issue Specific Conditions). If the Knock-Out Reference Price is equal to or below (Turbo Long) or above (Turbo Short) the Strike the Knock-Out Cash Amount is zero (0). The Knock-Out Cash Amount is *[if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (Section 2 (2) of the Issue Specific Conditions)] [if Currency Conversion is specified to be applicable, insert: converted from the Reference Currency (Section 2 (2) of the Issue Specific Conditions) into the Settlement Currency (Section 2 (2) of the Issue Specific Conditions) based on a foreign exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is determined by the Calculation Agent in its reasonable discretion based on the market situation existing on the foreign currency market at the time of the conversion].* The Knock-Out Cash Amount will be commercially rounded to *[two][•]* decimal places, as the case may be. The occurrence of a Knock-Out Event is announced in accordance with Section 6 (Notices) of the General Conditions.

- (2) The "**Observation Date**" corresponds to any Calculation Date (Section 12 (2) of the Issue Specific Conditions) from (and including) the First Observation Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Observation Date**") up to (and including) the Last Observation Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Last Observation Date**").

Bezugsverhältnis (§ 4 der Emissionsbezogenen Bedingungen) multiplizierten Differenz, um die der Knock-Out Referenzpreis (Absatz (3)) den Basispreis (§ 3 der Emissionsbezogenen Bedingungen) am Tag des Knock-Out Ereignisses überschreitet (bei Turbo Long) bzw. unterschreitet (bei Turbo Short). Entspricht der Knock-Out Referenzpreis dem Basispreis oder ist er kleiner (Turbo Long) oder größer (Turbo Short) als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0). Der Knock-Out Auszahlungsbetrag wird *[sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (§ 2 Absatz (2) der Emissionsbezogenen Bedingungen)] [sofern Währungsumrechnung anwendbar ist, einfügen: von der Referenzwährung (§ 2 Absatz (2) der Emissionsbezogenen Bedingungen) in die Auszahlungswährung (§ 2 Absatz (2) der Emissionsbezogenen Bedingungen) auf Grundlage eines in der Referenzwährung für eine Einheit der Auszahlungswährung ausgedrückten Währungs-Wechselkurses umgerechnet, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der zum Zeitpunkt der Umrechnung auf dem Devisenmarkt vorherrschenden Marktlage festgestellt wird].* Der Knock-Out Auszahlungsbetrag wird gegebenenfalls auf *[zwei][•]* Nachkommastellen kaufmännisch gerundet. Das Eintreten eines Knock-Out Ereignisses wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (2) Der "**Beobachtungstag**" entspricht jedem Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) vom in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten ersten Beobachtungstag (der "**Erste Beobachtungstag**") (einschließlich) bis zum Tag des in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten letzten Beobachtungstag (der "**Letzte Beobachtungstag**")

(3) The "**Knock-Out Reference Price**" is the lowest (Turbo Long) or the highest (Turbo Short) price of the Underlying [as [calculated and] published [by the [Index Sponsor][Reference Market]][on the Screen Page] (Section 12 (2) of the Issue Specific Conditions)][●] within three (3) Calculation Hours after the occurrence of the Knock-Out Event (the "**Knock-Out Settlement Period**") [, whereas the Knock-Out Reference Price will not exceed (Turbo Long) or fall below (Turbo Short) the Knock-Out Barrier]. Under certain market conditions the Knock-Out Reference Price can be zero. The Calculation Agent may in its discretion also determine a more advantageous price for the Warrant Holders as the Knock-Out Reference Price. If the Knock-Out Event occurs within a shorter period than three (3) hours prior to the end of the Calculation Hours on a Calculation Date, the period for determining the Knock-Out Reference Price for the Underlying is extended until the expiration of a total of three (3) Calculation Hours to the immediately following Calculation Date (Section 12 (2) of the Issue Specific Conditions).

(einschließlich).

(3) Der "**Knock-Out Referenzpreis**" ist der [[von dem [Index Sponsor][Referenzmarkt]][auf der Bildschirmseite] (§ 12 (2) der Emissionsbezogenen Bedingungen)][●] innerhalb von drei (3) Berechnungsstunden nach Eintritt des Knock-Out Ereignisses (der "**Knock-Out Abrechnungszeitraum**") [berechnete und] veröffentlichte niedrigste (Turbo Long) bzw. höchste (Turbo Short) Kurs des Basiswerts [, wobei der Knock-Out Referenzpreis maximal (Turbo Long) bzw. mindestens (Turbo Short) der Knock-Out Barriere entspricht]. Unter bestimmten Marktgegebenheiten kann der Knock-Out Referenzpreis null betragen. Nach ihrem Ermessen kann die Berechnungsstelle auch einen für die Optionsscheininhaber günstigeren Kurs als Knock-Out Referenzpreis festlegen. Falls das Knock-Out Ereignis in einem kürzeren Zeitraum als drei (3) Stunden vor dem Ende der Berechnungsstunden an einem Berechnungstag eintritt, wird der Zeitraum zur Bestimmung des Knock-Out Referenzpreises für den Basiswert bis zum Ablauf von insgesamt drei (3) Berechnungsstunden auf den unmittelbar folgenden Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) verlängert.

Section 7

Exercise of the Option Rights

[if the Exercise Style is "American Style", insert:

(1) The Option Right may be exercised, subject to (a) an extraordinary termination of the Warrants in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions), on a Business Day within the Exercise Period, in each case until the Exercise Time as specified in Table 1 in the Annex to the Issue

§ 7

Ausübung der Optionsrechte

[im Fall von "amerikanischer Ausübung" einfügen:

(1) Das Optionsrecht kann, vorbehaltlich (a) einer außerordentlichen Kündigung der Optionsscheine gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen bzw. (b) des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen), innerhalb der Ausübungsfrist (die "**Ausübungsfrist**"), jeweils bis zu der in der Tabelle 1 im Annex der Emissionsbezogenen

Specific Conditions (the "**Exercise Time**"). "**Exercise Period**" means the period beginning on (and including) the First Day of the Exercise Period as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Day of the Exercise Period**") and ending on (and including) the Last Day of the Exercise Period as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Last Day of the Exercise Period**"). In the case of an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, the Option Right may only be exercised no later than by the Exercise Time on the last Business Day prior to the date on which the termination becomes effective.

(2) Option Rights may be exercised in each case for a minimum number of Warrants equal to the minimum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Exercise Number**"). *[if a Maximum Exercise Number is specified, insert: The total number of Warrants exercised must not exceed the maximum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Exercise Number**").]*

(3) In order to exercise the Option Rights effectively, the following conditions must also be fulfilled on a Business Day within the Exercise Period:

(a) a declaration signed with legally-binding effect must have been submitted to the Paying Agent (Section 3 (1) of the General Conditions), including the following information: (i) the name of the Warrant Holder, (ii) the

Bedingungen festgelegten Ausübungszeit (die "**Ausübungszeit**") an einem Bankgeschäftstag ausgeübt werden. "**Ausübungsfrist**" ist der Zeitraum ab dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten ersten Tag der Ausübungsfrist (einschließlich) (der "**Erste Tag der Ausübungsfrist**") bis zu dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten letzten Tag der Ausübungsfrist (einschließlich) (der "**Letzte Tag der Ausübungsfrist**"). Im Falle der außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen kann das Optionsrecht nur spätestens bis zur Ausübungszeit am letzten Bankgeschäftstag vor dem Tag des Wirksamwerdens der Kündigung ausgeübt werden.

(2) Optionsrechte können jeweils nur für die Mindestausübungsmenge, wie in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegt, (die "**Mindestausübungsmenge**") ausgeübt werden. *[sofern eine Höchstausübungsmenge festgelegt ist, einfügen: Die Gesamtzahl der ausgeübten Optionsscheine darf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Höchstausübungsmenge (die "**Höchstausübungsmenge**") nicht überschreiten.]*

(3) Zur wirksamen Ausübung der Optionsrechte müssen an einem Bankgeschäftstag innerhalb der Ausübungsfrist ferner die folgenden Bedingungen erfüllt sein:

(a) bei der Zahlstelle (§ 3 (1) der Allgemeinen Bedingungen) muss eine rechtsverbindlich unterzeichnete Erklärung eingereicht sein, die die folgenden Angaben enthält: (i) den Namen des Optionsscheininhabers, (ii) die

designation and the number of the Warrants, the Option Rights of which are exercised, (iii) a suitable bank account, to which any Cash Amount denominated in the Settlement Currency is to be credited, and (iv) a declaration, that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person (the "**Exercise Notice**", a template is available at www.erstegroup.com/exercise-notice). The Exercise Notice is, subject to Section 11 of the Issue Specific Conditions, irrevocable and binding. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time;

- (b) the Warrants must have been received by the Paying Agent through credit of the Warrants to the account of the Paying Agent at the Clearing System (Section 2 (1) of the General Conditions).
- (4) Option Rights, which were not exercised effectively pursuant to paragraphs (2) and (3), shall be deemed, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, to have been exercised on the Last Day of the Exercise Period without further preconditions, if the Cash Amount is positive (the "**Automatic Exercise**"). In the case of an Automatic Exercise, the declaration referred to in paragraph (3)(a)(iv) shall be deemed to have been issued automatically. Otherwise, all rights under the Warrants

Bezeichnung und die Anzahl der Optionsscheine, deren Optionsrechte ausgeübt werden, (iii) ein geeignetes Bankkonto, dem gegebenenfalls der Auszahlungsbetrag in der Auszahlungswährung gutgeschrieben werden soll, und (iv) eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (beneficial owner) der Optionsscheine eine US-Person ist (die "**Ausübungserklärung**", eine Vorlage ist unter www.erstegroup.com/exercise-notice verfügbar). Die Ausübungserklärung ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, unwiderruflich und bindend. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist;

- (b) die Optionsscheine müssen bei der Zahlstelle durch Gutschrift der Optionsscheine auf das Konto der Zahlstelle bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) eingegangen sein.

- (4) Optionsrechte, die nicht wirksam gemäß den Absätzen (2) und (3) ausgeübt worden sind, gelten, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, ohne weitere Voraussetzungen als am letzten Tag der Ausübungsfrist ausgeübt, falls der Auszahlungsbetrag positiv ist (die "**Automatische Ausübung**"). Im Fall der Automatischen Ausübung gilt die in Absatz (3)(a)(iv) erwähnte Erklärung als automatisch abgegeben. Anderenfalls erlöschen an diesem Tag alle Rechte, die

not effectively exercised on that date will expire on such date and the Warrants become null and void.]

sich aus den bis dahin noch nicht wirksam ausgeübten Optionsscheinen ergeben, und die Optionsscheine werden ungültig.]

[if the Exercise Style is "European Style", insert:

[im Fall von "europäischer Ausübung" einfügen:

- (1) The Option Rights shall be deemed to have been exercised, subject to (a) an extraordinary termination of the Warrants in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions), without further preconditions on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions), if the Cash Amount is positive (the "**Automatic Exercise**"). Otherwise, all rights under the Warrants not effectively exercised on that date will expire on such date and the Warrants become null and void.
- (2) A declaration that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person shall be deemed to have been issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.]

- (1) Die Optionsrechte gelten, vorbehaltlich (a) einer außerordentlichen Kündigung der Optionsscheine gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen bzw. (b) des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen), ohne weitere Voraussetzungen als an dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) ausgeübt, falls der Auszahlungsbetrag positiv ist (die "**Automatische Ausübung**"). Anderenfalls erlöschen an diesem Tag alle Rechte, die sich aus den bis dahin noch nicht wirksam ausgeübten Optionsscheinen ergeben, und die Optionsscheine werden ungültig.
- (2) Eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Optionsscheine eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist.]

Section 8

Exercise Date; Final Valuation Date;
Business Day; Term of the Warrants

§ 8

Ausübungstag; Finaler Bewertungstag;
Bankgeschäftstag; Laufzeit der Optionsscheine

[if the Exercise Style is "American Style", insert:

[im Fall von "amerikanischer Ausübung" einfügen:

- (1) "**Exercise Date**" is, subject to the following provisions, the Business Day within the Exercise Period, on which all conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions are fulfilled no later than by the Exercise Time (Section 7 (1) of the Issue Specific

- (1) "**Ausübungstag**" ist, vorbehaltlich der nachfolgenden Bestimmungen, der Bankgeschäftstag innerhalb der Ausübungsfrist, an dem bis spätestens zur Ausübungszeit (§ 7 (1) der Emissionsbezogenen Bedingungen) sämtliche in § 7 (2) und (3) der

Conditions). If these conditions are fulfilled on a date, which is not a Business Day, or after the Exercise Time on a Business Day, the next following Business Day shall be deemed to be the Exercise Date, provided that this day falls into the Exercise Period. In the case of an Automatic Exercise, the Exercise Date is the Last Day of the Exercise Period.

(2) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, if the Underlying Price (Section 12 (2) of the Issue Specific Conditions) of the Underlying is determined usually on a Calculation Date after the Exercise Time, the Exercise Date or if the Exercise Date is not a Calculation Date (Section 12 (2) of the Issue Specific Conditions), the following Calculation Date or if the Underlying Price is determined usually on a Calculation Date prior to the Exercise Time, the Calculation Date (Section 12 (2) of the Issue Specific Conditions) immediately following the Exercise Date or if the Exercise Date falls onto the Last Day of the Exercise Period, the date on which the Exercise Period ends, or, if this date is not a Calculation Date (Section 12 (2) of the Issue Specific Conditions), then also in this case the next following Calculation Date.]

[if the Exercise Style is "European Style", insert:

(1) "**Exercise Date**" is, subject to (a) an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions), the Final Valuation Date (paragraph (2)).

Emissionsbezogenen Bedingungen genannten Bedingungen erfüllt sind. Falls diese Bedingungen an einem Tag, der kein Bankgeschäftstag ist, oder nach der Ausübungszeit an einem Bankgeschäftstag erfüllt sind, gilt der nächstfolgende Bankgeschäftstag als der Ausübungstag, vorausgesetzt, dass dieser Tag in die Ausübungsfrist fällt. Im Fall der Automatischen Ausübung entspricht der Ausübungstag dem letzten Tag der Ausübungsfrist.

(2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, sofern die Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) des Basiswerts üblicherweise an einem Berechnungstag nach der Ausübungszeit festgestellt wird, der Ausübungstag bzw., falls der Ausübungstag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) ist, der nächstfolgende Berechnungstag bzw. sofern die Kursreferenz des Basiswerts üblicherweise an einem Berechnungstag vor der Ausübungszeit festgestellt wird, der Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen), der unmittelbar auf den Ausübungstag folgt bzw. falls der Ausübungstag auf den letzten Tag der Ausübungsfrist fällt, der Tag, an dem die Ausübungsfrist endet, oder, falls dieser Tag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) ist, dann auch in diesem Fall der nächstfolgende Berechnungstag.]

[im Fall von "europäischer Ausübung" einfügen:

(1) "**Ausübungstag**" ist, vorbehaltlich (a) einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen bzw. (b) vorbehaltlich des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen), der Finale Bewertungstag (Absatz (2)).

- (2) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, the Final Valuation Date as specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date should not be a Calculation Date (Section 12 (2) of the Issue Specific Conditions), the next following date, which is a Calculation Date, shall be the Final Valuation Date.]
- (2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene Finale Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.]
- (3) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][,][and][Frankfurt][,][and][London][,] [and] [●] are open for business. In connection with payment transactions in accordance with Section 9 and Section 13 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments and on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][●] are open for business. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]
- (3) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Optionsscheinbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][[●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 9 und § 13 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt und an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][[●] für den Geschäftsverkehr geöffnet sind. [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "TARGET2-System" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]
- (4) The "**Term of the Warrants**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to (a) an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the
- (4) Die "**Laufzeit der Optionsscheine**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich (a) einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen bzw. (b) vorbehaltlich des Eintritts eines Knock-Out Ereignisses

Issue Specific Conditions), on the Final Valuation Date.

(§ 6 (1) der Emissionsbezogenen Bedingungen), am Finalen Bewertungstag

Section 9

Determination and Payment of the Cash Amount

§ 9

Ermittlung und Zahlung des Auszahlungsbetrags

[if the Exercise Style is "American Style", insert:

- (1) Following the exercise of the Option Rights in accordance with Section 7 (3) of the Issue Specific Conditions as well as the determination of the Underlying Price, the Calculation Agent calculates any Cash Amount to be paid either based on the number of Warrants actually delivered or based on the number of Warrants specified in the Exercise Notice, depending on which number is lower. Section 7 (2) of the Issue Specific Conditions remains unaffected. Any remaining surplus of delivered Warrants is returned to the holder of the Option Rights to be exercised at its cost and risk.
- (2) Following (a) the exercise of the Option Rights in accordance with Section 7 (2) and (3) of the Issue Specific Conditions, (b) an Automatic Exercise pursuant to Section 7 (4) of the Issue Specific Conditions, (c) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions) or (d) an extraordinary termination of the Warrants by the Issuer in accordance with Section 13 of the Issue Specific Conditions or Section 5 of the General Conditions, the Issuer will cause the transfer of any Cash Amount to be claimed to the account of the holder of the exercised warrants specified in the Exercise Notice or of the Termination Amount or the Knock-Out Cash Amount, as the case may be, by the [fifth][●] Business Day after the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) or after the respective Termination Date or after the date of the occurrence of the Knock-Out

[im Fall von "amerikanischer Ausübung" einfügen:

- (1) Nach Ausübung der Optionsrechte gemäß § 7 (3) der Emissionsbezogenen Bedingungen sowie der Feststellung des Referenzpreises berechnet die Berechnungsstelle den gegebenenfalls zu zahlenden Auszahlungsbetrag entweder nach der Anzahl der tatsächlich gelieferten Optionsscheine oder nach der in der Ausübungserklärung genannten Anzahl von Optionsscheinen, je nachdem, welche Zahl niedriger ist. § 7 (2) der Emissionsbezogenen Bedingungen bleibt unberührt. Ein etwa verbleibender Überschuss bezüglich der gelieferten Optionsscheine wird an den Inhaber der auszuübenden Optionsrechte auf dessen Kosten und Gefahr zurückgewährt.
- (2) Nach (a) der Ausübung der Optionsrechte gemäß § 7 (2) und (3) der Emissionsbezogenen Bedingungen, (b) einer Automatischen Ausübung gemäß § 7 (4) der Emissionsbezogenen Bedingungen, (c) des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen) oder (d) einer außerordentlichen Kündigung der Optionsscheine durch die Emittentin gemäß § 13 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, wird die Emittentin bis zum [fünften][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) bzw. nach dem jeweiligen Kündigungstermin bzw. nach dem Eintritt eines Knock-Out Ereignisses (für sich jeweils der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags bzw. des Knock-Out Auszahlungsbetrags bzw. des Kündigungsbetrags auf das in der

Event (in each case the "**Repayment Date**"). In the case of an Automatic Exercise, an extraordinary termination of the Warrants by the Issuer or a Knock-Out Event (Section 6 of the Issue Specific Conditions), the Issuer will cause the transfer of any Cash Amount, Termination Amount or Knock-Out Cash Amount to be claimed to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System, without requiring the fulfilment of the conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions. In the case of an extraordinary termination of the Warrants by the Issuer, the declaration referred to in Section 7 (3)(a)(iv) of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount or of the Termination Amount or of the Knock-Out Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.]

[if the Exercise Style is "European Style", insert:

- (1) The Issuer will cause the transfer of any Cash Amount or of the Termination Amount or of the Knock-Out Cash Amount by the [fifth][●] Business Day after the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) or after the date of the occurrence of the Knock-Out Event or after the Termination Date (in each case the "**Repayment Date**"), in each case, to

Ausübungserklärung angegebene Konto des Inhabers der ausgeübten Optionsscheine veranlassen. Im Fall der Automatischen Ausübung, einer außerordentlichen Kündigung durch die Emittentin oder eines Knock-Out Ereignisses (§ 6 der Emissionsbezogenen Bedingungen), wird die Emittentin die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags, Kündigungsbetrags oder Knock-Out Auszahlungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf. Im Fall einer außerordentlichen Kündigung durch die Emittentin gilt die Erklärung nach § 7 (3)(a)(iv) der Emissionsbezogenen Bedingungen automatisch als abgegeben.

- (3) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags bzw. des Kündigungsbetrags bzw. des Knock-Out Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

[im Fall von "europäischer Ausübung" einfügen:

- (1) Die Emittentin wird bis zum [fünften][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) bzw. nach dem Eintritt des Knock-Out Ereignisses bzw. nach dem Kündigungstermin (für sich jeweils der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags bzw. des Knock-Out

the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System.

- (2) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount or of the Termination Amount or of the Knock-Out Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.]

Auszahlungsbetrags bzw. des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen.

- (2) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags bzw. des Kündigungsbetrags bzw. des Knock-Out Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

Section 10
(intentionally left blank)]

§ 10
(entfällt)]

[in the case of Product No 3, insert:

Product No 3: Open End Turbo Long or Open End Turbo Short

[im Fall von Produkt Nr. 3 einfügen:

Produkt Nr. 3: Open End Turbo Long oder Open End Turbo Short

Section 1

Option Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Warrant Holder**") of Open End Turbo warrants (the "**Warrants**" or the "**Open End Turbos**") relating to the Underlying (Section 12 (1) of the Issue Specific Conditions), the right (the "**Option Right**") to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) or of the Knock-Out Cash Amount (Section 6 (1) of the Issue Specific Conditions), in each case, in accordance with these Conditions.
- (2) The Warrants shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2
Cash Amount

- (1) The "**Cash Amount**" per Warrant corresponds to, subject to Section 6 of the Issue Specific Conditions, the amount, by which the Reference Price (paragraph (3)) exceeds (if the Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Turbo Long, the "**Turbo Long**") or falls short of (if the Warrant Type is specified in Table 1 in the Annex to the Issue Specific Conditions as Turbo Short, the "**Turbo Short**") the Current Strike (Section 3 of the Issue Specific Conditions), multiplied by the Multiplier (Section 4 of the Issue Specific

§ 1

Optionsrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Optionsscheininhaber**") von Open End Turbo Optionsscheinen (die "**Optionsscheine**" oder die "**Open End Turbos**"), bezogen auf den Basiswert (§ 12 (1) der Emissionsbezogenen Bedingungen) das Recht (das "**Optionsrecht**"), nach Maßgabe dieser Bedingungen, die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) bzw. des Knock-Out Auszahlungsbetrags (§ 6 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Optionsscheine sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**") oder einem ganzzahligen Vielfachen davon, übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Optionsschein entspricht, vorbehaltlich § 6 der Emissionsbezogenen Bedingungen, dem Betrag, um den der Referenzpreis (Absatz (3)) den Aktuellen Basispreis (§ 3 der Emissionsbezogenen Bedingungen) überschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Turbo Long festgelegt ist, die "**Turbo Long**") bzw. unterschreitet (sofern der Optionsscheintyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Turbo Short festgelegt ist, die "**Turbo Short**"), multipliziert mit dem

Conditions). The Cash Amount is at least zero (0). The Cash Amount is *[if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (paragraph (2)) *[if Currency Conversion is applicable, insert:* converted from the Reference Currency (paragraph (2)) into the Settlement Currency (paragraph (2)) pursuant to paragraph (4) (the "**Currency Conversion**"). The Cash Amount will be commercially rounded to [two][●] decimal places, as the case may be.

Bezugsverhältnis (§ 4 der Emissionsbezogenen Bedingungen). Der Auszahlungsbetrag beträgt mindestens null (0). Der Auszahlungsbetrag wird *[sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (2)) *[sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (4) von der Referenzwährung (Absatz (2)) in die Auszahlungswährung (Absatz (2)) umgerechnet (die "**Währungsumrechnung**"). Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

- (2) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) The "**Reference Price**" corresponds to, subject to Section 11 of the Issue Specific Conditions, the Underlying Price (Section 12 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 8 (3) of the Issue Specific Conditions).

(2) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

- (3) Der "**Referenzpreis**" entspricht, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 8 (3) der Emissionsbezogenen Bedingungen).

[if Currency Conversion is applicable, the following Paragraph shall apply:

[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:

- (4) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**"). *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 8 (3) of the Issue Specific Conditions) on the Exchange Rate Screen Page as

- (4) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**"). *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 8 (3) der Emissionsbezogenen Bedingungen) auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen

specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3 Strike

- (1) The "**Initial Strike**" corresponds to, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, the Initial Strike as specified in Table 1 in the Annex to the Issue Specific Conditions on the Initial Reference Date (Section 8 (2) of the Issue Specific Conditions).
- (2) The Strike is adjusted on the First Strike Adjustment Date and in the following regularly, at least once a week (each an "**Adjustment Date**") and in each case effective as of the relevant Adjustment Date by adding the Adjustment Amount to the Current Strike. The "**First Strike Adjustment Date**" is the First Observation Date (Section 6 (2) of the Issue Specific Conditions) or another day of the week in which the First Observation Date falls.
- Furthermore, the Strike is adjusted on each Dividend Record Date (paragraph (4)) (i) – in the case of Shares or price indices as Underlying –

§ 3 Basispreis

- (1) Der "**Anfängliche Basispreis**" entspricht, vorbehaltlich von Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Anfänglichen Basispreis am Anfänglichen Referenztag (§ 8 (2) der Emissionsbezogenen Bedingungen).
- (2) Der Basispreis wird am Ersten Basispreis-Anpassungstag und im Folgenden regelmäßig, mindestens einmal pro Woche (jeweils ein "**Anpassungstag**") jeweils mit Wirkung zum betreffenden Anpassungstag angepasst, indem der Anpassungsbetrag und der Aktuelle Basispreis addiert werden. Der "**Erste Basispreis-Anpassungstag**" entspricht dem Ersten Beobachtungstag (§ 6 (2) der Emissionsbezogenen Bedingungen) bzw. einem anderen Tag der Woche, in die der Erste Beobachtungstag fällt.
- Darüber hinaus wird der Basispreis an jedem Dividententag (Absatz (4)) angepasst, indem (i) – im Fall von Aktien oder

by reducing the Current Strike on the Dividend Record Date by the Dividend Effect (paragraph (4)) on the Dividend Record Date or (ii) - in the case of performance indices as Underlying – by adding the Dividend Effect on the Dividend Record Date to the Current Strike on the Dividend Record Date. If a Dividend Record Date falls on an Adjustment Date, the Current Strike for the purpose of an adjustment due to such a Dividend Record Date will be the Current Strike subsequent to the adjustment pursuant to sentence 1 in this paragraph (2).

The "**Adjustment Amount**" equals (i) the Initial Strike or the Current Strike, respectively, as of the Adjustment Date, multiplied by (ii) the applicable Adjustment Factor (paragraph (3)).

The result of the adding of the Adjustment Amount to the Strike, commercially rounded to the number of decimal places specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Strike Amount Rounding**"), is determined as the new Strike (the "**Current Strike**").

- (3) The applicable "**Adjustment Factor**" in the case of adjustments equals the product of (i) the Refinancing Rate [*In the case of Turbos for which the Underlying is a Currency Exchange Rate, insert: minus the Foreign Currency Refinancing Rate*] plus (Turbo Long) or minus (Turbo Short) the Readjustment Factor and (ii) the number of days since the last Adjustment Date divided by 360. [*In the case of Turbos for which the Underlying is a not a Futures Contract insert: The "**Refinancing Rate**" equals the refinancing rate for a designated maturity of three months and with reference to the Reference Currency, as determined by the Issuer as of the Adjustment Date. [*In the case of Turbos for which the Underlying is a Currency**

Kursindizes als Basiswert – von dem am Dividendentag maßgeblichen Aktuellen Basispreis der Dividendeneinfluss (Absatz (4)) am Dividendentag abgezogen wird bzw. (ii) – im Fall von Performanceindizes als Basiswert – zu dem am Dividendentag maßgeblichen Aktuellen Basispreis der Dividendeneinfluss am Dividendentag hinzuaddiert wird. Falls ein Dividendentag auf einen Anpassungstag fällt, ist der Aktuelle Basispreis für die Zwecke der Anpassung aufgrund eines solchen Dividendentags der Aktuelle Basispreis nach der Anpassung gemäß Satz 1 in diesem Absatz (2).

Der "**Anpassungsbetrag**" entspricht (i) dem Anfänglichen Basispreis bzw. dem Aktuellen Basispreis multipliziert mit (ii) dem anwendbaren Anpassungsfaktor (Absatz (3)).

Das Ergebnis der Addition des Anpassungsbetrags zum Basispreis, kaufmännisch gerundet auf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Anzahl von Nachkommastellen (der "**Basispreisrundungsbetrag**"), wird als neuer Basispreis (der "**Aktuelle Basispreis**") bestimmt.

- (3) Der im Fall von Anpassungen anwendbare "**Anpassungsfaktor**" entspricht dem Produkt aus (i) der Refinanzierungsrate [*im Fall von Turbos, deren Basiswert ein Währungs-Wechselkurs ist, einfügen: abzüglich der Fremdwährungsrefinanzierungsrate*] plus (Turbo Long) oder minus (Turbo Short) des Neuanpassungsfaktors und (ii) der Anzahl an Tagen seit dem letzten Anpassungstag, geteilt durch 360. [*im Fall von Turbos, deren Basiswert kein Futures Kontrakt ist, einfügen: Die "**Refinanzierungsrate**" entspricht der Refinanzierungsrate für eine vorgesehene Fälligkeit in drei Monaten und mit Bezug auf die Referenzwährung, wie von der Emittentin am Anpassungstag bestimmt. [*im Fall von Turbos, deren Basiswert ein Währungs-Wechselkurs ist, einfügen: Die "**Fremdwährungsrefinanzierungsrate**"**

Exchange Rate, insert: The "**Foreign Currency Refinancing Rate**" equals the refinancing rate for a designated maturity of three months and with reference to the Base Currency, as determined by the Issuer as of the Adjustment Date.][*In the case of Turbos for which the Underlying is a Futures Contract insert:* The "**Refinancing Rate**" equals zero (0).] The "**Readjustment Factor**" will be determined by the Issuer in its reasonable discretion with regard to the prevailing market conditions taking into account, *inter alia*, the current interest rate and the current leverage of the Warrant. The Readjustment Factor for the first Adjustment Date will be defined as [3.0][●] per cent.

- (4) The "**Dividend Effect**" in the case of Shares and stock indices (performance indices and price indices) as Underlying corresponds to an amount, which is calculated by the Calculation Agent in its reasonable discretion based on the dividends or cash distributions equivalent to dividends distributed on a Dividend Record Date on the relevant Share or on one or several shares represented in the Index. A "**Dividend Record Date**" is a day on which shares of the relevant company for which dividends or cash amounts equivalent to dividends are to be distributed are traded "ex dividend" on their relevant primary exchange. In the case of indices not relating to shares, Currency Exchange Rates, Commodities, and Futures Contracts as Underlying, the Dividend Effect always corresponds to zero. The Dividend Effect is also multiplied by the Dividend Factor. The "**Dividend Factor**" on any given day corresponds (a) in the case of Shares and price indices to a value between 0 and 1, which is calculated by the Calculation Agent in its reasonable discretion based on the taxes or charges payable by the Calculation Agent or companies affiliated with it on

entspricht der Refinanzierungsrate für eine vorgesehene Fälligkeit in drei Monaten und mit Bezug auf die Handelswährung, wie von der Emittentin am Anpassungstag bestimmt.][*im Fall von Turbos, deren Basiswert ein Futures Kontrakt ist, einfügen:* Die "**Refinanzierungsrate**" entspricht null (0).] Der "**Neuanpassungsfaktor**" wird von der Emittentin nach billigem Ermessen unter Bezugnahme auf die herrschenden Marktgegebenheiten und, u.a. unter Berücksichtigung des aktuellen Zinssatzes und des aktuellen Hebels des Optionsscheins festgelegt. Der Neuanpassungsfaktor für den ersten Anpassungstag wird [3,0][●] Prozent betragen.

- (4) Der "**Dividendeneinfluss**" bei Aktien und Aktienindizes (Performanceindizes und Kursindizes) als Basiswert entspricht einem Betrag, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der an einem Dividentag auf die jeweilige Aktie bzw. auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen berechnet wird. Ein "**Dividentag**" ist ein Tag, an dem Aktien des betreffenden Unternehmens, auf die Dividenden bzw. Dividenden gleichstehende Barbeträge ausgeschüttet werden sollen, an ihrer entsprechenden Heimatbörse "ex Dividende" gehandelt werden. Bei nicht aktienbezogenen Indizes, Währungs-Wechselkursen, Rohstoffen und Futures Kontrakten als Basiswert entspricht der Dividendeneinfluss stets null (0). Der Dividendeneinfluss wird zusätzlich mit dem Dividendenfaktor multipliziert. Der "**Dividendenfaktor**" an einem angegebenen Tag entspricht (a) bei Aktien und Kursindizes einem Wert zwischen 0 und 1, der auf Grundlage der an diesem Tag auf die entsprechende Aktie bzw. auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden

the dividends or cash distributions equivalent to dividends distributed on that day on the relevant Share or one or several of the shares represented in the Index or (b) in the case of performance indices the difference between (A) 1 and (B) a value between 0 and 1, which is calculated by the Calculation Agent in its reasonable discretion based on the taxes or charges payable by the Calculation Agent or companies affiliated with it on the dividends or cash distributions equivalent to dividends distributed on that day on the relevant Share or one or several of the shares represented in the Index.

- (5) Each reference in the Terms and Conditions to the Current Strike stated for the respective point in time is deemed a reference to the Strike after carrying out all adjustments from the First Observation Date until the stated point in time pursuant to the aforementioned rules of paragraphs (2) to (3).

Section 4
Multiplier

The "**Multiplier**" corresponds, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.

Section 5
Knock-Out Barrier

The "**Initial Knock-Out Barrier**" on the Initial Reference Date (Section 8 (2) of the Issue Specific Conditions) corresponds to, subject to adjustments in accordance with Section 12 of the Issue Specific Conditions, the Initial Knock-Out Barrier as specified in Table 1 in the Annex to the Issue Specific Conditions. On each Adjustment Date (Section 3 (2) of the Issue Specific Conditions) the Knock-Out Barrier will be adjusted by the Issuer in its reasonable

Barausschüttungen von der Berechnungsstelle bzw. mit ihr verbundenen Unternehmen zu zahlenden Steuern oder Abgaben von der Berechnungsstelle nach billigem Ermessen berechnet wird bzw. (b) bei Performanceindizes als Basiswert der Differenz zwischen (A) 1 und (B) einem Wert zwischen 0 und 1, der auf Grundlage der an diesem Tag auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen von der Berechnungsstelle bzw. mit ihr verbundenen Unternehmen zu zahlenden Steuern oder Abgaben von der Berechnungsstelle nach billigem Ermessen berechnet wird.

- (5) Jede Bezugnahme in diesen Optionsscheinbedingungen auf den zu dem jeweils angegebenen Zeitpunkt Aktuellen Basispreis gilt als Bezugnahme auf den nach Durchführung aller Anpassungen vom Ersten Beobachtungstag bis zu dem angegebenen Zeitpunkt gemäß den Regelungen der Absätze (2) bis (3).

§ 4
Bezugsverhältnis

Das "**Bezugsverhältnis**" entspricht, vorbehaltlich Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.

§ 5
Knock-Out Barriere

Die "**Anfängliche Knock-Out Barriere**" am Anfänglichen Referenztag (§ 8 (2) der Emissionsbezogenen Bedingungen) entspricht, vorbehaltlich von Anpassungen gemäß § 12 der Emissionsbezogenen Bedingungen, der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Knock-Out Barriere. An jedem Anpassungstag (§ 3 (2) der Emissionsbezogenen Bedingungen) wird die Knock-Out Barriere durch die Emittentin nach billigem

discretion with regard to prevailing market conditions in order to secure a constant [absolute][relative] margin between the Strike and the Knock-Out Barrier. The results will be commercially rounded according to the Strike Amount Rounding (the "**Current Knock-Out Barrier**").

Ermessen, unter Berücksichtigung der herrschenden Marktgegebenheiten, mit dem Ziel angepasst, eine konstante [absolute][relative] Marge zwischen dem Basispreis und der Knock-Out Barriere sicherzustellen. Die Ergebnisse werden entsprechend dem Basispreisrundungsbetrag kaufmännisch gerundet (die "**Aktuelle Knock-Out Barriere**").

Section 6
Knock-Out Event

§ 6
Knock-Out Ereignis

(1) If the Knock-Out Price (Section 12 (2) of the Issue Specific Conditions) reaches or falls below (Turbo Long) or reaches or exceeds (Turbo Short) the Current Knock-Out Barrier on an Observation Date (paragraph (2)), the term of the Warrants ends automatically and the Option Right in accordance with Section 1 (1) of the Issue Specific Conditions expires automatically without the need for a separate termination of the Warrants by the Issuer (the "**Knock-Out Event**").

(1) Sollte der Knock-Out Kurs (§ 12 (2) der Emissionsbezogenen Bedingungen) an einem Beobachtungstag (Absatz (2)) die Aktuelle Knock-Out Barriere erreichen oder unterschreiten (Turbo Long) bzw. erreichen oder überschreiten (Turbo Short), ist die Laufzeit der Optionsscheine automatisch beendet und das Optionsrecht gemäß § 1 (1) der Emissionsbezogenen Bedingungen erlischt automatisch, ohne dass es einer gesonderten Kündigung der Optionsscheine durch die Emittentin bedarf (das "**Knock-Out Ereignis**").

In this case, the Knock-Out Cash Amount (the "**Knock-Out Cash Amount**") corresponds to the amount, by which the Knock-Out Reference Price (paragraph (3)) exceeds (Turbo Long) or falls short of (Turbo Short) the Strike (Section 3 of the Issue Specific Conditions) on the day of the Knock-Out Event, multiplied by the Multiplier (Section 4 of the Issue Specific Conditions). If the Knock-Out Reference Price is equal to or below (Turbo Long) or above (Turbo Short) the Strike the Knock-Out Cash Amount is zero (0). The Knock-Out Cash Amount is [*if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (Section 2 (2) of the Issue Specific Conditions)] [*if Currency Conversion is specified to be applicable, insert:* converted from the Reference Currency (Section 2 (2) of the Issue Specific Conditions) into the Settlement Currency (Section 2 (2) of the Issue Specific Conditions) based on

In diesem Fall entspricht der Knock-Out Auszahlungsbetrag (der "**Knock-Out Auszahlungsbetrag**") der mit dem Bezugsverhältnis (§ 4 der Emissionsbezogenen Bedingungen) multiplizierten Differenz, um die der Knock-Out Referenzpreis (Absatz (3)) den Basispreis (§ 3 der Emissionsbezogenen Bedingungen) am Tag des Knock-Out Ereignisses überschreitet (bei Turbo Long) bzw. unterschreitet (bei Turbo Short). Entspricht der Knock-Out Referenzpreis dem Basispreis oder ist er kleiner (Turbo Long) oder größer (Turbo Short) als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0). Der Knock-Out Auszahlungsbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (§ 2 Absatz (2) der Emissionsbezogenen Bedingungen)] [*sofern Währungsumrechnung anwendbar ist, einfügen:* von der Referenzwährung (§ 2 Absatz (2) der Emissionsbezogenen Bedingungen) in die Auszahlungswährung

a foreign exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is determined by the Calculation Agent in its reasonable discretion based on the market situation existing on the foreign currency market at the time of the conversion]. The Knock-Out Cash Amount will be commercially rounded to [two][●] decimal places, as the case may be. The occurrence of a Knock-Out Event is announced in accordance with Section 6 (Notices) of the General Conditions.

- (2) The "**Observation Date**" corresponds to any Calculation Date (Section 12 (2) of the Issue Specific Conditions) from (and including) the First Observation Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Observation Date**") up to (and including) the Last Observation Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Last Observation Date**").
- (3) The "**Knock-Out Reference Price**" is the lowest (Turbo Long) or the highest (Turbo Short) price of the Underlying [as [calculated and] published [by the [Index Sponsor][Reference Market]][on the Screen Page] (Section 12 (2) of the Issue Specific Conditions)][●] within three (3) Calculation Hours after the occurrence of the Knock-Out Event (the "**Knock-Out Settlement Period**") [, whereas the Knock-Out Reference Price will not exceed (Turbo Long) or fall below (Turbo Short) the Current Knock-Out Barrier at the time of the occurrence of the Knock-Out Event]. Under certain market conditions the Knock-Out Reference Price can be zero. The Calculation Agent may in its discretion also determine a more advantageous price for the Warrant Holders as the Knock-Out Reference Price. If the Knock-Out Event occurs

(§ 2 Absatz (2) der Emissionsbezogenen Bedingungen) auf Grundlage eines in der Referenzwährung für eine Einheit der Auszahlungswährung ausgedrückten Währungs-Wechselkurses umgerechnet, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der zum Zeitpunkt der Umrechnung auf dem Devisenmarkt vorherrschenden Marktlage festgestellt wird]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet. Das Eintreten eines Knock-Out Ereignisses wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (2) Der "**Beobachtungstag**" entspricht jedem Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) vom in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten ersten Beobachtungstag (der "**Erste Beobachtungstag**") (einschließlich) bis zum Tag des in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten letzten Beobachtungstag (der "**Letzte Beobachtungstag**") (einschließlich).
- (3) Der "**Knock-Out Referenzpreis**" ist der [[von dem [Index-Sponsor] [Referenzmarkt]] [auf der Bildschirmseite] (§ 12 (2) der Emissionsbezogenen Bedingungen)][●] innerhalb von drei (3) Berechnungsstunden nach Eintritt des Knock-Out Ereignisses (der "**Knock-Out Abrechnungszeitraum**") [berechnete und] veröffentlichte niedrigste (Turbo Long) bzw. höchste (Turbo Short) Kurs des Basiswerts [, wobei der Knock-Out Referenzpreis maximal (Turbo Long) bzw. mindestens (Turbo Short) der Aktuellen Knock-Out Barriere zum Zeitpunkt des Eintritts des Knock-Out Ereignisses entspricht]. Unter bestimmten Marktgegebenheiten kann der Knock-Out Referenzpreis null betragen. Nach ihrem Ermessen kann die Berechnungsstelle auch einen für die Optionsscheininhaber günstigeren Kurs als Knock-Out Referenzpreis festlegen. Falls das Knock-Out Ereignis in einem kürzeren Zeitraum als

within a shorter period than three (3) hours prior to the end of the Calculation Hours on a Calculation Date, the period for determining the Knock-Out Reference Price for the Underlying is extended until the expiration of a total of three (3) Calculation Hours to the immediately following Calculation Date (Section 12 (2) of the Issue Specific Conditions).

drei (3) Stunden vor dem Ende der Berechnungsstunden an einem Berechnungstag eintritt, wird der Zeitraum zur Bestimmung des Knock-Out Referenzpreises für den Basiswert bis zum Ablauf von insgesamt drei (3) Berechnungsstunden auf den unmittelbar folgenden Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) verlängert.

Section 7
Exercise of the Option Rights

§ 7
Ausübung der Optionsrechte

- (1) The Option Right may be exercised, subject to (a) an ordinary termination of the Warrants in accordance with Section 10 of the Issue Specific Conditions or an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions), on a Business Day beginning on (and including) the First Day of the Exercise Period as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Day of the Exercise Period**") in each case until the Exercise Time as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Exercise Time**"). In the case of a termination in accordance with Section 10 of the Issue Specific Conditions or Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, the Option Right may only be exercised no later than by the Exercise Time on the last Business Day prior to the date on which the termination becomes effective.
- (2) Option Rights may be exercised in each case for a minimum number of Warrants equal to the minimum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the

- (1) Das Optionsrecht kann, vorbehaltlich (a) einer ordentlichen Kündigung der Optionsscheine gemäß § 10 der Emissionsbezogenen Bedingungen oder einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen bzw. (b) des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen), an einem Bankgeschäftstag beginnend am ersten Tag der Ausübungsfrist (einschließlich) (der "**Erste Tag der Ausübungsfrist**") jeweils bis zur in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Ausübungszeit (die "**Ausübungszeit**") ausgeübt werden. Im Falle der Kündigung gemäß § 10 der Emissionsbezogenen Bedingungen bzw. § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen kann das Optionsrecht nur spätestens bis zur Ausübungszeit am letzten Bankgeschäftstag vor dem Tag des Wirksamwerdens der Kündigung ausgeübt werden.
- (2) Optionsrechte können jeweils nur für die Mindestausübungsmenge, wie in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegt, (die "**Mindestausübungsmenge**") ausgeübt

"**Minimum Exercise Number**"). [if a *Maximum Exercise Number* is specified, insert: The total number of Warrants exercised must not exceed the maximum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Exercise Number**").]

(3) In order to exercise the Option Rights effectively, the following conditions must also be fulfilled on a Business Day within the Exercise Period:

(a) a declaration signed with legally-binding effect must have been submitted to the Paying Agent (Section 3 (1) of the General Conditions), including the following information: (i) the name of the Warrant Holder, (ii) the designation and the number of the Warrants, the Option Rights of which are exercised, (iii) a suitable bank account, to which any Cash Amount denominated in the Settlement Currency is to be credited, and (iv) a declaration, that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person (the "**Exercise Notice**", a template is available at www.erstegroup.com/exercise-notice). The Exercise Notice is, subject to Section 11 of the Issue Specific Conditions, irrevocable and binding. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time;

(b) the Warrants must have been

werden. [sofern eine *Höchstausübungsmenge* festgelegt ist, einfügen: Die Gesamtzahl der ausgeübten Optionsscheine darf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Höchstausübungsmenge (die "**Höchstausübungsmenge**") nicht überschreiten.]

(3) Zur wirksamen Ausübung der Optionsrechte müssen an einem Bankgeschäftstag innerhalb der Ausübungsfrist ferner die folgenden Bedingungen erfüllt sein:

(a) bei der Zahlstelle (§ 3 (1) der Allgemeinen Bedingungen) muss eine rechtsverbindlich unterzeichnete Erklärung eingereicht sein, die die folgenden Angaben enthält: (i) den Namen des Optionsscheininhabers, (ii) die Bezeichnung und die Anzahl der Optionsscheine, deren Optionsrechte ausgeübt werden, (iii) ein geeignetes Bankkonto, dem gegebenenfalls der Zahlungsbetrag in der Zahlungswährung gutgeschrieben werden soll, und (iv) eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (beneficial owner) der Optionsscheine eine US-Person ist (die "**Ausübungserklärung**", eine Vorlage ist unter www.erstegroup.com/exercise-notice verfügbar). Die Ausübungserklärung ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, unwiderruflich und bindend. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist;

(b) die Optionsscheine müssen bei der

received by the Paying Agent through credit of the Warrants to the account of the Paying Agent at the Clearing System (Section 2 (1) of the General Conditions).

Zahlstelle durch Gutschrift der Optionsscheine auf das Konto der Zahlstelle bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) eingegangen sein.

Section 8

Exercise Date; Initial Reference Date; Final Valuation Date; Business Day; Term of the Warrants

- (1) "**Exercise Date**" is, subject to the following provisions, the Business Day on which all conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions are fulfilled no later than by the Exercise Time (Section 7 (1) of the Issue Specific Conditions). If these conditions are fulfilled on a date, which is not a Business Day, or after the Exercise Time on a Business Day, the next following Business Day shall be deemed to be the Exercise Date.
- (2) "**Initial Reference Date**" is the Initial Reference Date as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, if the Underlying Price (Section 12 (2) of the Issue Specific Conditions) of the Underlying is determined usually on a Calculation Date after the Exercise Time (Section 7 (1) of the Issue Specific Conditions), the Exercise Date or if the Exercise Date is not a Calculation Date (Section 12 (2) of the Issue Specific Conditions), the following Calculation Date or if the Underlying Price is determined usually on a Calculation Date prior to the Exercise Time, the Calculation Date (Section 12 (2) of the Issue Specific Conditions) immediately following the Exercise Date.

§ 8

Ausübungstag; Anfänglicher Referenztag; Finaler Bewertungstag; Bankgeschäftstag; Laufzeit der Optionsscheine

- (1) "**Ausübungstag**" ist, vorbehaltlich der nachfolgenden Bestimmungen, der Bankgeschäftstag, an dem bis spätestens zur Ausübungszeit (§ 7 (1) der Emissionsbezogenen Bedingungen) sämtliche in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen erfüllt sind. Falls diese Bedingungen an einem Tag, der kein Bankgeschäftstag ist, oder nach der Ausübungszeit an einem Bankgeschäftstag erfüllt sind, gilt der nächstfolgende Bankgeschäftstag als der Ausübungstag, vorausgesetzt, dass dieser Tag in die Ausübungsfrist fällt.
- (2) Der "**Anfängliche Referenztag**" entspricht dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Anfänglichen Referenztag.
- (3) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, sofern die Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) des Basiswerts üblicherweise an einem Berechnungstag nach der Ausübungszeit (§ 7 (1) der Emissionsbezogenen Bedingungen) festgestellt wird, der Ausübungstag bzw., falls der Ausübungstag kein Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen) ist, der nächstfolgende Berechnungstag bzw. sofern die Kursreferenz des Basiswerts üblicherweise an einem Berechnungstag vor der Ausübungszeit festgestellt wird, der Berechnungstag (§ 12 (2) der Emissionsbezogenen Bedingungen), der

(4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][,][and][Frankfurt][,][and][London][,] [and] [•] are open for business. In connection with payment transactions in accordance with Section 9 and Section 13 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments and on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][•] are open for business. [if EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

(5) The "**Term of the Warrants**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**"). The end of the term is currently not certain and corresponds to, in respect to Warrants that have not been exercised yet, (a) the respective Termination Date of the Warrants in accordance with Section 10 of the Issue Specific Conditions or Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions or (b) the date of the Knock-Out Event (Section 6 of the Issue Specific Conditions).

Section 9

Determination and Payment of the Cash Amount

(1) Following the exercise of the Option

unmittelbar auf den Ausübungstag folgt.

(4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Optionsscheinbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][•] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 9 und § 13 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt und an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][•] für den Geschäftsverkehr geöffnet sind. [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)- Zahlungssystem oder jedes Nachfolgesystem dazu.]

(5) Die "**Laufzeit der Optionsscheine**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**"). Das Laufzeitende steht gegenwärtig noch nicht fest und entspricht hinsichtlich noch nicht ausgeübter Optionsscheine, (a) dem Kündigungstermin gemäß § 10 der Emissionsbezogenen Bedingungen bzw. § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen oder (b) dem Tag des Knock-Out Ereignisses (§ 6 der Emissionsbezogenen Bedingungen).

§ 9

Ermittlung und Zahlung des Auszahlungsbetrags

(1) Nach Ausübung der Optionsrechte gemäß

Rights in accordance with Section 7 (3) of the Issue Specific Conditions as well as the determination of the Underlying Price, the Calculation Agent calculates any Cash Amount to be paid either based on the number of Warrants actually delivered or based on the number of Warrants specified in the Exercise Notice, depending on which number is lower. Section 7 (2) of the Issue Specific Conditions remains unaffected. Any remaining surplus of delivered Warrants is returned to the holder of the Option Rights to be exercised at its cost and risk.

(2) Following (a) the exercise of the Option Rights in accordance with Section 7 (2) and (3) of the Issue Specific Conditions or (b) the occurrence of a Knock-Out Event (Section 6 (1) of the Issue Specific Conditions) or (c) an early termination of the Warrants by the Issuer in accordance with Section 10 of the Issue Specific Conditions or Section 13 of the Issue Specific Conditions or Section 5 of the General Conditions, the Issuer will cause the transfer of any Cash Amount or of the Knock-Out Cash Amount or of the respective Termination Amount, as the case may be, to be claimed to the account of the holder of the exercised warrants specified in the Exercise Notice by the [fifth] Business Day after the Final Valuation Date (Section 8 (3) of the Issue Specific Conditions) or after the respective Termination Date or after the date of the occurrence of the Knock-Out Event (in each case the "**Repayment Date**"). In the case of a Knock-Out Event (Section 6 of the Issue Specific Conditions) or an early termination of the Warrants by the Issuer, the Issuer will cause the transfer of the Knock-Out Cash Amount or of the Termination Amount to be claimed to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of

§ 7 (3) der Emissionsbezogenen Bedingungen sowie der Feststellung des Referenzpreises berechnet die Berechnungsstelle den gegebenenfalls zu zahlenden Auszahlungsbetrag entweder nach der Anzahl der tatsächlich gelieferten Optionsscheine oder nach der in der Ausübungserklärung genannten Anzahl von Optionsscheinen, je nachdem, welche Zahl niedriger ist. § 7 (2) der Emissionsbezogenen Bedingungen bleibt unberührt. Ein etwa verbleibender Überschuss bezüglich der gelieferten Optionsscheine wird an den Inhaber der auszuübenden Optionsrechte auf dessen Kosten und Gefahr zurückgewährt.

(2) Nach (a) der Ausübung der Optionsrechte gemäß § 7 (2) und (3) der Emissionsbezogenen Bedingungen, (b) des Eintritts eines Knock-Out Ereignisses (§ 6 (1) der Emissionsbezogenen Bedingungen) oder (c) einer vorzeitigen Kündigung der Optionsscheine durch die Emittentin gemäß § 10 der Emissionsbezogenen Bedingungen oder § 13 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, wird die Emittentin bis zum [fünften] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 8 (3) der Emissionsbezogenen Bedingungen) bzw. nach dem jeweiligen Kündigungstermin bzw. nach dem Eintritt eines Knock-Out Ereignisses (für sich jeweils der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags bzw. des Knock-Out Auszahlungsbetrags bzw. des Kündigungsbetrags auf das in der Ausübungserklärung angegebene Konto des Inhabers der ausgeübten Optionsscheine veranlassen. Im Fall eines Knock-Out Ereignisses (§ 6 der Emissionsbezogenen Bedingungen) oder einer vorzeitigen Kündigung durch die Emittentin, wird die Emittentin die Überweisung des gegebenenfalls zu beanspruchenden Knock-Out Auszahlungsbetrags oder Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur

the depositors of the Warrants with the Clearing System, without requiring the fulfilment of the conditions set forth in Section 7 (2) and (3) of the Issue Specific Conditions. In the case of an extraordinary termination of the Warrants by the Issuer, the declaration referred to in Section 7 (3)(a)(iv) of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount or of the Termination Amount or of the Knock-Out Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.

Section 10

Ordinary termination by the Issuer

The Issuer has the right to terminate the Warrants at all times in their entirety, but not partially, during their term through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the calendar day on which the termination becomes effective (the "**Termination Date**") and subject to a prior termination notice period of [three (3)][●] months (the "**Termination Notice Period**") prior to the respective Termination Date. The termination amount (the "**Termination Amount**") is calculated in the same manner as the Cash Amount (Section 2 of the Issue Specific Conditions). For purposes of calculating the Cash Amount in accordance with Section 2 of the Issue Specific Conditions, the Termination Date is deemed to be the Final Valuation Date in the sense of these Terms and Conditions. If this date should not be a Calculation Date, the next following Calculation Date is deemed to be the Final Valuation Date. The termination is irrevocable and must state the Termination Date.]

Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf. Im Fall einer außerordentlichen Kündigung durch die Emittentin gilt die Erklärung nach § 7 (3)(a)(iv) der Emissionsbezogenen Bedingungen automatisch als abgegeben.

- (3) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags bzw. des Kündigungsbetrags bzw. des Knock-Out Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.

§ 10

Ordentliche Kündigung durch die Emittentin

Die Emittentin ist jederzeit berechtigt, die Optionsscheine insgesamt, jedoch nicht teilweise, während ihrer Laufzeit durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Kündigung wirksam wird (der "**Kündigungstermin**"), und unter Wahrung einer Kündigungsfrist von mindestens [drei (3)][●] Monat[en] vor dem jeweiligen Kündigungstermin (die "**Kündigungsfrist**") zu kündigen. Der Kündigungsbetrag (der "**Kündigungsbetrag**") wird auf dieselbe Weise berechnet wie der Auszahlungsbetrag (§ 2 der Emissionsbezogenen Bedingungen). Für die Zwecke der Berechnung des Auszahlungsbetrags gemäß § 2 der Emissionsbezogenen Bedingungen gilt der Kündigungstermin als Finaler Bewertungstag im Sinne dieser Optionsscheinbedingungen. Sollte dieser Tag kein Berechnungstag sein, so gilt der nächstfolgende Berechnungstag als Finaler Bewertungstag. Die Kündigung ist unwiderruflich und muss den Kündigungstermin benennen.]

[in the case of Product No. 4, insert:

Product No 4: Interest-Cap-Warrants

Section 1
Option Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Warrant Holder**") of warrants (the "**Warrants**"), relating to the Underlying (Section 12 (1) of the Issue Specific Conditions), the right (the "**Option Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) on each Repayment Date (Section 9 of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Warrants shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2
Cash Amount

- (1) The "**Cash Amount**" per Warrant for each Calculation Period (paragraph (4)) corresponds to the product of the Calculation Value (paragraph (3)) and the Differential Rate multiplied by [the Multiplication Factor and] the actual number of calendar days during the respective Calculation Period divided by 360, expressed as a formula as follows:

Calculation Value x Differential Rate [x Multiplication Factor] x t / 360

Whereby:

"**Differential Rate**" means the positive

[im Fall von Produkt Nr. 4 einfügen:

Produkt Nr. 4: Zinscap-Optionsscheine

§ 1
Optionsrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Optionsscheininhaber**") von Optionsscheinen (die "**Optionsscheine**"), bezogen auf den Basiswert (§ 12 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Optionsrecht**"), an jedem Rückzahlungstag (§ 9 der Emissionsbezogenen Bedingungen) nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Optionsscheine sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**") oder einem ganzzahligen Vielfachen davon, übertragbar.

§ 2
Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" pro Optionsschein ist der für eine Berechnungsperiode (Absatz (4)) errechnete Betrag aus dem Produkt des Rechenwerts (Absatz (3)) und des Differenzzinssatzes multipliziert mit [dem Multiplikationsfaktor und] der tatsächlichen Anzahl der Tage in der jeweiligen Berechnungsperiode, geteilt durch 360, als Formel ausgedrückt wie folgt:

Rechenwert x Differenzzinssatz [x Multiplikationsfaktor] x t / 360

Wobei:

"**Differenzzinssatz**" die positive Differenz

difference between the Underlying Price (Section 12 (2) of the Issue Specific Conditions) and the Base Interest Rate (Section 3 of the Issue Specific Conditions) as determined on the respective Interest Determination Date (paragraph (5)).

"t" means the number of calendar days during the Calculation Period.

["**Multiplication Factor**"] means the Multiplication Factor as specified in Table 1A in the Annex to the Issue Specific Conditions. The Multiplication Factor varies with respect to each Calculation Period as specified in Table 1A in the Annex to the Issue Specific Conditions.]

The Cash Amount is at least zero (0). The Cash Amount is denominated in the Settlement Currency (paragraph (2)). The Cash Amount will be commercially rounded to [two][●] decimal places, as the case may be.

- (2) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) The "**Calculation Value**" corresponds to the amount specified in Table 1 in the Annex to the Issue Specific Conditions.
- (4) The "**Calculation Period**" corresponds to the time period between the Commencement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Commencement Date**") or, respectively, an Exercise Date (Section 8 (1) of the Issue Specific Conditions) (in each case including) and the immediately following Exercise Date or, respectively, the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions) (excluding).
- (5) The "**Interest Determination Date**" corresponds to the Interest Determination Date as specified in Table 1 in the Annex

zwischen der Kursreferenz (§ 12 (2) der Emissionsbezogenen Bedingungen) und des am jeweiligen Zinsfestsetzungstag (Absatz (5)) festgestellten Basiszinssatz (§ 3 der Emissionsbezogenen Bedingungen) bezeichnet.

"t" ist die Anzahl der Kalendertage während der Berechnungsperiode.

["**Multiplikationsfaktor**"] ist der in Tabelle 1A im Annex der Emissionsbezogenen Bedingungen festgelegte Multiplikationsfaktor. Der Multiplikationsfaktor variiert, wie in Tabelle 1A im Annex der Emissionsbezogenen Bedingungen festgelegt, für jede Berechnungsperiode.]

Der Auszahlungsbetrag beträgt mindestens null (0). Der Auszahlungsbetrag wird in der Auszahlungswährung ausgedrückt. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

- (2) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung.
- (3) Der "**Rechenwert**" entspricht dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Betrag.
- (4) Die "**Berechnungsperiode**" entspricht dem Zeitraum zwischen dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Laufzeitbeginn (der "**Laufzeitbeginn**") bzw. einem Ausübungstag (§ 8 (1) der Emissionsbezogenen Bedingungen) (jeweils einschließlich) und dem unmittelbar darauf folgenden Ausübungstag bzw. dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) (ausschließlich).
- (5) Der "**Zinsfestsetzungstag**" entspricht dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen

to the Issue Specific Conditions.

angegebenen Zinsfestsetzungstag.

Section 3
Base Interest Rate

§ 3
Basiszinssatz

The "**Base Interest Rate**" corresponds to the amount [assigned to the respective Calculation Period (so-called "Step-up Base Interest Rate")] specified in Table 1 in the Annex to the Issue Specific Conditions.

Der "**Basiszinssatz**" entspricht dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Zinssatz [, der der jeweiligen Berechnungsperiode zugeordnet ist (sog. "Step-up Basiszinssatz")].

Section 4
(intentionally left blank)

§ 4
(entfällt)

Section 5
(intentionally left blank)

§ 5
(entfällt)

Section 6
(intentionally left blank)

§ 6
(entfällt)

Section 7
Exercise of the Option Rights

§ 7
Ausübung der Optionsrechte

- (1) The Option Rights shall be deemed to have been exercised, subject to an extraordinary termination of the Warrants in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, without further preconditions on the Final Valuation Date (Section 8 (2) of the Issue Specific Conditions), if the Cash Amount is positive (the "**Automatic Exercise**"). Otherwise, all rights under the Warrants not effectively exercised on that date will expire on such date and the Warrants become null and void.
- (2) A declaration that neither the Warrant Holder nor the beneficial owner of the Warrants is a U.S. person shall be deemed to have been issued automatically. The terms used in this paragraph have the meaning ascribed to

- (1) Die Optionsrechte gelten, vorbehaltlich einer außerordentlichen Kündigung der Optionsscheine gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, ohne weitere Voraussetzungen als an dem Finalen Bewertungstag (§ 8 (2) der Emissionsbezogenen Bedingungen) ausgeübt, falls der Auszahlungsbetrag positiv ist (die "**Automatische Ausübung**"). Anderenfalls erlöschen an diesem Tag alle Rechte, die sich aus den bis dahin noch nicht wirksam ausgeübten Optionsscheinen ergeben, und die Optionsscheine werden ungültig.
- (2) Eine Erklärung, dass weder der Optionsscheininhaber noch der wirtschaftliche Eigentümer (beneficial owner) der Optionsscheine eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz

them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist.

Section 8

Exercise Date; Final Valuation Date;
Business Day; Term of the Warrants

§ 8

Ausübungstag; Finaler Bewertungstag;
Bankgeschäftstag; Laufzeit der Optionsscheine

- (1) "**Exercise Date**" is, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, the Exercise Date as specified in Table 1 in the Annex to the Issue Specific Conditions and thereafter each [31 March, 30 June, 30 September and 31 December][●] during the term of the Warrants until and including the Final Valuation Date (paragraph (2)). If an Exercise Date is not a Business Day (paragraph (3)) the preceding Business Day shall be the Exercise Date.
- (2) "**Final Valuation Date**" is, subject to Section 11 of the Issue Specific Conditions, the Final Valuation Date as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][●] are open for business. In connection with payment transactions in accordance with Section 9 and Section 13 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments and on which banks in [Vienna][,][and][Frankfurt][,][and][London][,][and][●] are open for business. [if EUR is specified
- (1) "**Ausübungstag**" ist, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Ausübungstag und danach jeder [31. März, 30. Juni; 30. September und 31. Dezember][●] während der Laufzeit der Optionsscheine, bis zum Finalen Bewertungstag (einschließlich) (Absatz (2)). Ist ein Ausübungstag kein Bankgeschäftstag (Absatz (3)), verschiebt sich der Ausübungstag auf den unmittelbar vorangehenden Bankgeschäftstag.
- (2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 11 der Emissionsbezogenen Bedingungen, der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene Finale Bewertungstag.
- (3) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Optionsscheinbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 9 und § 13 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt und an dem die

as *Settlement Currency*, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

- (4) The "**Term of the Warrants**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with Section 13 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date.

Banken in [Wien][,][und][Frankfurt am Main][,][und][London][,][und][●] für den Geschäftsverkehr geöffnet sind. [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

- (4) Die "**Laufzeit der Optionsscheine**" beginnt am in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 13 (1) der Emissionsbezogenen Bedingungen bzw. gemäß § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag.

Section 9

Determination and Payment of the Cash Amount

- (1) The Issuer will cause the transfer of any Cash Amount by [the [first][●] Business Day after] the respective Exercise Date (Section 8 (1) of the Issue Specific Conditions) (in each case the "**Repayment Date**") to the Clearing System (Section 2 of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System.
- (2) All taxes, fees or other charges arising in connection with the exercise of Option Rights or with the payment of the Cash Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right, to withhold any taxes, fees or other charges payable by the Warrant Holder, as aforesaid.

§ 9

Ermittlung und Zahlung des Auszahlungsbetrags

- (1) Die Emittentin wird bis [zum [ersten][●] Bankgeschäftstag nach dem][zu dem] jeweiligen Ausübungstag (§ 8 (1) der Emissionsbezogenen Bedingungen) (jeweils der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System (§ 2 der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen.
- (2) Alle im Zusammenhang mit der Ausübung von Optionsrechten bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß

vorstehendem Satz zu zahlen sind.

Section 10
(intentionally left blank)]

§ 10
(entfällt)]

Part B. Underlying Specific Conditions

Part B. Underlying Specific Conditions

[in the case of an index as underlying, insert:

Section 11

Market Disruptions

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date [if a barrier observation is applicable, insert: or on the First Observation Date (Section 6 (2) of the Issue Specific Conditions)], then the Final Valuation Date [if a barrier observation is applicable, insert: or the First Observation Date] will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date [if a barrier observation is applicable, insert: or the First Observation Date] has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date [if a barrier observation is applicable, insert: or the First Observation Date] and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date [or on the First Observation Date] and announce it in accordance with Section 6 (Notices) of the General Conditions.

(2) **"Market Disruption Event"** means

(a) the suspension or restriction of trading on the exchanges or the markets where the Underlying components are listed or traded, in general; or

(b) the suspension or restriction of

Teil B. Basiswertbezogene Bedingungen

[im Fall eines Index als Basiswert einfügen:

§ 11

Marktstörungen

(1) Wenn an dem Finalen Bewertungstag [sofern Barriere Beobachtung anwendbar ist, einfügen: bzw. an dem Ersten Beobachtungstag (§ 6 (2) der Emissionsbezogenen Bedingungen)] ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag [sofern Barriere Beobachtung anwendbar ist, einfügen: bzw. der Erste Beobachtungstag] auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag [sofern Barriere Beobachtung anwendbar ist, einfügen: bzw. der Erste Beobachtungstag] aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag [sofern Barriere Beobachtung anwendbar ist, einfügen: bzw. der Erste Beobachtungstag], wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag [bzw. dem Ersten Beobachtungstag] herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) **"Marktstörungsereignis"** bedeutet

(a) die Suspendierung oder Einschränkung des Handels an den Börsen bzw. den Märkten, an denen die dem Basiswert zugrunde liegenden Werte notiert bzw. gehandelt werden, allgemein; oder

(b) die Suspendierung oder

trading (including the lending market) of individual Underlying components on the exchanges or the markets where these components are listed or traded, or in a futures or option contract in respect of the Underlying on a related exchange, where futures or option contracts in respect of the Underlying are traded (the "**Related Exchange**"); or

- (c) the suspension or non-calculation of the Underlying because of a decision of the Index Sponsor, if such suspension, restriction, or non-calculation occurs or exists [during the last half hour prior to the usually occurring calculation of the closing price of the Underlying or of the Underlying components] and if such suspension, restriction or non-calculation is material for the satisfaction of the obligations under the Warrants in the reasonable discretion of the Calculation Agent. A restriction on the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a prior announcement relating to the change to the respective exchange.

Einschränkung des Handels (einschließlich des Leihemarkts) einzelner dem Basiswert zugrunde liegender Werte an den Börsen bzw. den Märkten, an denen diese Werte notiert bzw. gehandelt werden, oder in einem Termin- oder Optionskontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die "**Maßgebliche Terminbörse**"); oder

- (c) die Suspendierung oder Nichtberechnung des Basiswerts aufgrund einer Entscheidung des Index-Sponsors, sofern diese Suspendierung, Einschränkung oder Nichtberechnung [in der letzten halben Stunde vor der üblicherweise zu erfolgenden Berechnung des Schlusskurses des Basiswerts bzw. der dem Basiswert zugrunde liegenden Werte] eintritt bzw. besteht und nach billigem Ermessen der Berechnungsstelle für die Erfüllung der Verpflichtungen aus den Optionsscheinen wesentlich ist. Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung der betreffenden Börse beruht.

Section 12

Underlying; Underlying Price; Successor Underlying; Adjustments

- (1) The "**Underlying**" corresponds to the Index specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to [the Official Closing Price][*insert other relevant Underlying Price: ●*] of the

§ 12

Basiswert; Kursreferenz; Nachfolgebasiswert; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Index.
- (2) Die "**Kursreferenz**" entspricht [dem offiziellen Schlusskurs][*andere Kursreferenz einfügen: ●*] des Basiswerts,

Underlying expressed in the Reference Currency, as calculated and published on Calculation Dates by the Index Sponsor specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Index Sponsor**"). *[if a Knock-Out Price is applicable, insert: The "**Knock-Out Price**" of the Underlying corresponds to [the prices continuously calculated and published for the Underlying by the Index Sponsor on Calculation Dates [during the Calculation Hours][insert other relevant Knock-Out Price: ●] expressed in the Reference Currency.]* The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are dates on which the Underlying is calculated and published by the Index Sponsor. ["**Calculation Hours**" is the period during a Calculation Date,[during which the Underlying is calculated and published by the Index Sponsor][during which the Index Sponsor usually determines prices for the Underlying].]

ausgedrückt in der Referenzwährung, wie er an Berechnungstagen von dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Index-Sponsor (der "**Index-Sponsor**") berechnet und veröffentlicht wird. *[sofern ein Knock-Out Kurs anwendbar ist, einfügen: Der "**Knock-Out Kurs**" des Basiswerts entspricht [den vom Index-Sponsor an Berechnungstagen [während den Berechnungstagen] für den Basiswert fortlaufend berechneten und veröffentlichten Kursen][anderen Knock-Out Kurs einfügen: ●], ausgedrückt in der Referenzwährung.]* Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. "**Berechnungstage**" sind Tage, an denen der Basiswert vom Index-Sponsor berechnet und veröffentlicht wird. ["**Berechnungstagen**" ist der Zeitraum innerhalb eines Berechnungstages,[an denen der Basiswert vom Index-Sponsor berechnet und veröffentlicht wird] [in denen der Index-Sponsor üblicherweise Kurse für den Basiswert feststellt].]

(3) If the Underlying is no longer calculated and announced by the Index Sponsor, but by a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers acceptable (the "**Successor Index Sponsor**"), the Cash Amount will be calculated based on the Underlying Price calculated and published by the Successor Index Sponsor. Furthermore, each reference to the Index Sponsor in these Terms and Conditions is deemed, if the context so permits, to be a reference to the Successor Index Sponsor.

(3) Wird der Basiswert nicht mehr von dem Index-Sponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Nachfolge-Index Sponsor**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage der von dem Nachfolge-Index Sponsor berechneten und veröffentlichten Kursreferenz berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Index-Sponsor, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolge-Index Sponsor.

(4) Modifications in the calculation of the Underlying (including adjustments) or to the composition or weighting of the prices or Warrants, based on which the Underlying is calculated, shall not result in an Adjustment of the Option Right,

(4) Veränderungen in der Berechnung des Basiswerts (einschließlich Bereinigungen) oder der Zusammensetzung oder Gewichtung der Kurse oder Optionsscheine, auf deren Grundlage der Basiswert berechnet wird, führen nicht zu

unless, as a result of any such modification, the relevant modified concept and the calculation of the Underlying, as the case may be, are no longer comparable to the previously relevant concept or the relevant calculation of the Underlying in the reasonable discretion of the Calculation Agent. This applies in particular if, due to any such modification and notwithstanding constant prices of the individual components comprised in the Underlying and their weighting, a material change occurs to the index value. An Adjustment of the Option Right may also occur in the case of a cancellation of the Underlying and/or its replacement with another index. The Calculation Agent shall in such circumstances adjust the Option Right in its reasonable discretion, taking into account the remaining term of the Warrants and the last determined price of the Underlying, with the goal of preserving the economic value of the Warrants, and determine the date, taking into account the time of such replacement, on which the adjusted Option Right is to be effective. The adjusted Option Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

(5) If the Underlying is cancelled and/or replaced with another index at any time or if the Underlying may no longer be used as a consequence of new regulatory provisions, the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Option Right pursuant to paragraph (4) accordingly, which index shall be used as the basis for the Option Right in the future (the "**Successor Underlying**"). The Successor Underlying, as well as the time of its first application, will be published in accordance with Section 6 (Notices) of the General Conditions. Each reference contained in these Terms and Conditions to the Underlying will, from the date and

einer Anpassung des Optionsrechts, es sei denn, dass das neue maßgebende Konzept und die Berechnung des Basiswerts infolge einer Veränderung (einschließlich einer Bereinigung) nach billigem Ermessen der Berechnungsstelle nicht mehr vergleichbar ist mit dem bisher maßgebenden Konzept oder der maßgebenden Berechnung des Basiswerts. Dies gilt insbesondere, wenn sich aufgrund irgendeiner Änderung trotz gleichbleibender Kurse der in dem Basiswert enthaltenen Einzelwerte und ihrer Gewichtung eine wesentliche Änderung des Indexwerts ergibt. Eine Anpassung des Optionsrechts kann auch bei Aufhebung des Basiswerts und/oder seiner Ersetzung durch einen anderen Index erfolgen. Die Berechnungsstelle passt das Optionsrecht nach billigem Ermessen unter Berücksichtigung der Restlaufzeit der Optionsscheine und des zuletzt ermittelten Kurses mit dem Ziel an, den wirtschaftlichen Wert der Optionsscheine zu erhalten, und bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(5) Wird der Basiswert zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt oder darf der Index aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Optionsrechts gemäß Absatz (4), fest, welcher Index künftig für das Optionsrecht zugrunde zu legen ist (der "**Nachfolgebasiswert**"). Der Nachfolgebasiswert sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht. Jede in diesen

time of any such adjustment, be deemed to be a reference to the Successor Underlying, if the context permits.

(6) In the case of modifications to the way in which the Reference Price or other rates or prices relevant for the Underlying are calculated pursuant to these Terms and Conditions, including a modification of the Calculation Dates and Calculation Hours relevant for the Underlying and including a subsequent correction of the Underlying by the Index Sponsor, the Calculation Agent is entitled, in such cases, to adjust the Option Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of any such modification, when the adjusted Option Right is to become effective. The adjusted Option Right, as well as the time of its first application, will be published in accordance with Section 6 (Notices) of the General Conditions.

(7) If, in the reasonable discretion of the Calculation Agent, an Adjustment of the Option Right or the determination of a Successor Underlying, is not possible for any reasons whatsoever, the Calculation Agent or the Issuer, or an expert appointed by the Calculation Agent or the Issuer, must, subject to an extraordinary termination of the Warrants in accordance with Section 13 of the Issue Specific Conditions, ensure that the calculation and publication of the Underlying is continued based on the previous index concept and on the last determined index value. Any such continuation will be announced in accordance with Section 6 (Notices) of the General Conditions.

(8) An "**Adjustment of the Option Right**" as described in the foregoing includes in particular an adjustment [of the Strike] [or]

Optionsscheinbedingungen enthaltene Bezugnahme auf den Basiswert gilt dann, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgebasiswert.

(6) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungstage und Berechnungstage sowie einschließlich einer nachträglichen Korrektur des Basiswerts durch den Index-Sponsor berechtigen die Berechnungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(7) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Optionsrechts oder die Festlegung eines Nachfolgebasiswerts, aus welchen Gründen auch immer, nicht möglich, wird die Berechnungsstelle bzw. die Emittentin oder ein von der Berechnungsstelle oder der Emittentin bestellter Sachverständiger, vorbehaltlich einer außerordentlichen Kündigung der Optionsscheine nach § 13 der Emissionsbezogenen Bedingungen, für die Weiterrechnung und Veröffentlichung des Basiswerts auf der Grundlage des bisherigen Indexkonzepts und des letzten festgestellten Indexwerts Sorge tragen. Eine derartige Fortführung wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(8) Eine "**Anpassung des Optionsrechts**" im Sinne der vorgenannten Absätze umfasst insbesondere eine Anpassung [des

[of the Multiplier] [or] [of the [Knock-Out] Barrier].

Basispreises] [bzw.] [des Bezugsverhältnisses] [bzw.] [der [Knock-Out] Barriere].

Section 13
Extraordinary Termination

- (1) If, in the reasonable discretion of the Calculation Agent, an Adjustment of the Option Right or the determination of a Successor Underlying or of a Successor Index Sponsor is not possible for any reasons whatsoever, or if an Additional Disruption Event (paragraph (4)) has occurred, the Issuer has the right to terminate the Warrants extraordinarily by means of an announcement in accordance with Section 6 (Notices) of the General Conditions. Any such announcement shall set out the Termination Amount (as defined below). Any such termination as aforesaid becomes effective on the day of the publication of the relevant announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Such termination must occur within one month from the date on which the event that caused the Option Right to have to be adjusted or a Successor Underlying or a Successor Index Sponsor to have to be determined in accordance with these Terms and Conditions. In the case of a termination, the Issuer pays to each Warrant Holder an amount in respect to each Warrant held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as the fair market price of a Warrant immediately prior to the occurrence of the event which causes the Option Right to have to be adjusted or a Successor Underlying or a Successor Index Sponsor having to be determined in accordance with these provisions[, taking into account the remaining time value]. When determining the Termination

§ 13
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Optionsrechts oder die Festlegung eines Nachfolgewerts bzw. eines Nachfolge-Index Sponsors, aus welchen Gründen auch immer, nicht möglich oder liegt ein Weiteres Störungsereignis (Absatz (4)) vor, so ist die Emittentin berechtigt, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Nachfolgewert bzw. ein Nachfolge-Index Sponsor festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Optionsscheins unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Nachfolgewert bzw. ein Nachfolge-Index Sponsor festgelegt werden muss, [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt

Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System by the [fifth][●] Business Day after the Termination Date[, without the conditions in Section 7 (2) and (3) of the Issue Specific Conditions having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 7 [2][(3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Warrant Holder, as aforesaid.
- (4) An "**Additional Disruption Event**" exists if either
- (a) the Calculation Agent determines that (i) due to the adoption or amendment of applicable laws or directives (including tax laws) after the Issue Date, or (ii) due to the promulgation or change of the interpretation of applicable laws or directives after the Issue Date

wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2] [(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.
- (4) Ein "**Weiteres Störungsereignis**" liegt vor, wenn entweder
- (a) die Berechnungsstelle feststellt, dass (i) aufgrund der am oder nach dem Emissionstag erfolgten Verabschiedung oder Änderung von anwendbaren Gesetzen oder Verordnungen (einschließlich von Steuergesetzen), oder (ii) aufgrund der am oder nach dem

by the competent courts, arbitration panels, or regulatory agencies (including measures by tax authorities), (x) it has become or will become illegal or impracticable for it to hold, acquire, or dispose of the components of the Underlying, or (y) it has incurred or will incur significantly higher direct or indirect costs during the fulfilment of its obligations under the Warrants or related hedging measures (for example, due to an increased tax liability, lower tax benefits, or other negative effects on the tax situation of the Issuer); or

(b) the Calculation Agent determines that it is unable, even after making economically reasonable efforts, (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Warrants, or (ii) to realize or forward the proceeds of these transactions; or

(c) the Calculation Agent determines that it has incurred or will incur significantly higher taxes, dues, expenses, or fees (however, no brokerage fees), in order to (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its

Emissionstag erfolgten Verkündung oder der Änderung der Auslegung von anwendbaren Gesetzen oder Verordnungen durch die zuständigen Gerichte, Schiedsstellen oder Aufsichtsbehörden (einschließlich Maßnahmen von Steuerbehörden), (x) es für sie rechtswidrig oder undurchführbar geworden ist oder werden wird, die Bestandteile des Basiswerts zu halten, zu erwerben oder zu veräußern oder (y) ihr wesentlich höhere direkte oder indirekte Kosten bei der Erfüllung ihrer Verpflichtungen aus den Optionsscheinen bzw. verbundener Absicherungsmaßnahmen (beispielsweise aufgrund einer erhöhten Steuerpflicht, geringerer Steuervorteile oder anderer negativer Auswirkungen auf die Steuersituation der Emittentin) entstanden sind oder entstehen werden; oder

(b) die Berechnungsstelle feststellt, dass sie auch nach Aufwendung zumutbarer wirtschaftlicher Bemühungen nicht in der Lage ist, (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die sie als notwendig erachtet, um ihr Risiko aus der Übernahme und Erfüllung ihrer Verpflichtungen aus den Optionsscheinen abzusichern, oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten; oder

(c) die Berechnungsstelle feststellt, dass ihr wesentlich höhere Steuern, Abgaben, Aufwendungen oder Gebühren (jedoch keine Vermittlungsgebühren) entstanden sind oder entstehen werden, um (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die die Emittentin für notwendig erachtet, um ihr Risiko der

obligations under the Warrants, or (ii) to realize or forward the proceeds of these transactions, and such expenses may also include increased borrowing costs resulting from the illiquidity of an Underlying, which had previously been sold short.]

Übernahme und Erfüllung ihrer Verpflichtungen aus den Optionsscheinen abzusichern oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten, wobei solche Aufwendungen auch erhöhte Leihgebühren sein können, die sich aus der Angebotsknappheit eines Basiswerts, der zuvor leer verkauft worden ist, ergeben.]

[in the case of currency exchange rates as underlying, insert:

[im Fall von Währungs-Wechselkursen als Basiswert einfügen:

Section 11

Market Disruptions

§ 11

Marktstörungen

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen.

(2) **"Market Disruption Event"** means

- (i) the suspension of or failure to announce a price of the Underlying, which is relevant for the Warrants, at the Reference Market or any other institution that is suitable pursuant to the Terms and Conditions; or
- (ii) the suspension or a material restriction of banking transactions in the Relevant Country; or
- (iii) the suspension or a material restriction of trading
 - (a) in a currency used in connection with the Underlying on the

(2) **"Marktstörungsereignis"** bedeutet

- (i) die Suspendierung oder das Ausbleiben der Bekanntgabe eines für die Optionsscheine maßgeblichen Kurses des Basiswerts an dem Referenzmarkt oder einer anderen nach diesen Optionsscheinbedingungen geeigneten Stelle; oder
- (ii) die Suspendierung oder eine wesentliche Einschränkung der Bankgeschäfte in dem Maßgeblichen Land; oder
- (iii) die Suspendierung oder eine wesentliche Einschränkung des Handels
 - (a) in einer im Zusammenhang mit dem Basiswert verwendeten

	Reference Market;		Währung an dem Referenzmarkt;
(b)	in futures or option contracts in respect to a currency used in connection with the Underlying on a Related Exchange where such contracts are usually traded;	(b)	in Termin- oder Optionskontrakten auf eine im Zusammenhang mit dem Basiswert verwendeten Währung an einer Terminbörse, an der solche Kontrakte üblicherweise gehandelt werden;
(c)	due to the order of a public authority or of the Reference Market or due to a moratorium for banking transactions in the country in which the Reference Market is domiciled; or	(c)	aufgrund einer Anordnung einer Behörde oder des Referenzmarkts bzw. aufgrund eines Moratoriums für Bankgeschäfte in dem Land, in dem der Referenzmarkt ansässig ist; oder
(d)	due to other circumstances that are comparable to the aforementioned circumstances; or	(d)	aufgrund sonstiger Umstände, die mit den oben genannten Umständen vergleichbar sind; oder
(iv)	public or other governmental measures in the Relevant Country or their announcement, through which the Issuer is negatively affected in its ability to enter into or hold transactions in a currency used in connection with the Underlying; or	(iv)	hoheitliche oder sonstige staatliche Maßnahmen in dem Maßgeblichen Land bzw. deren Ankündigung, durch die die Emittentin in ihren Möglichkeiten beeinträchtigt wird, Geschäfte in einer im Zusammenhang mit dem Basiswert verwendeten Währung abzuschließen oder zu halten; oder
(v)	the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency or currency pairs constituting the Underlying (including options or futures contracts) and/or the restriction of the convertibility of the currencies or currency pairs and/or the economical impossibility to obtain a conversion rate for the currencies; or	(v)	die Suspendierung oder Einschränkung des Devisenhandels in mindestens einer der Währungen der den Basiswert bildenden Währung bzw. Währungs-Wechselkurspaars (eingeschlossen Options- oder Terminkontrakte) bzw. die Einschränkung der Konvertierbarkeit der Währungen dieses Währungs-Wechselkurspaars bzw. die wirtschaftliche Unmöglichkeit,

- | | |
|---|---|
| <p>[(vi)] in the case that the determination of the currency pair constituting the Underlying by way of a cross rate calculation, the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency pairs used for the cross rate calculation (including options or futures contracts) and/or the restriction of the convertibility of the currencies or currency pairs and/or the economical impossibility to obtain a conversion rate for the currencies; or]</p> | <p>einen Währungs-Wechselkurs für die Währungen zu erhalten; oder</p> <p>[(vi)] im Fall einer Überkreuzberechnung zur Ermittlung des den Basiswert bildenden Währungs-Wechselkurspaars die Suspendierung oder Einschränkung des Devisenhandels in mindestens einer der Währungen der für die Überkreuzberechnung herangezogenen Währungs-Wechselkurspaars (eingeschlossen Options- oder Terminkontrakte) bzw. die Einschränkung der Konvertierbarkeit der Währungen dieses Währungs-Wechselkurspaars bzw. die wirtschaftliche Unmöglichkeit, einen Währungs-Wechselkurs für die jeweiligen Währungen zu erhalten; oder]</p> |
| <p>[(vii)] the occurrence of an event, which would make it impossible for the Issuer to exchange a currency used in connection with the Underlying into the currency in which the Warrants are repaid, or any other event that makes it impossible for the Issuer to exchange currencies relevant for the Warrants or transfer them into a currency used in connection with the Underlying; or</p> | <p>[(vii)] das Eintreten eines Ereignisses, das es der Emittentin unmöglich machen würde, eine im Zusammenhang mit dem Basiswert verwendete Währung in die Währung, in der die Rückzahlung der Optionsscheine erfolgt, umzutauschen, oder ein sonstiges Ereignis, das es der Emittentin unmöglich macht, für die Optionsscheine relevante Währungen umzutauschen oder eine im Zusammenhang mit dem Basiswert verwendete Währung zu transferieren; oder</p> |
| <p>[(viii)] the occurrence of an event, which according to the determination by the Calculation Agent disrupts or negatively affects the general capability of market participants:</p> <p>(a) to determine market values for a currency used in connection with the Underlying; or</p> | <p>[(viii)] das Eintreten eines Ereignisses, das nach Feststellung durch die Berechnungsstelle die allgemeine Fähigkeit der Marktteilnehmer stört oder beeinträchtigt:</p> <p>(a) Marktwerte für eine im Zusammenhang mit dem Basiswert verwendete Währung zu ermitteln; oder</p> |

- (b) to carry out transactions with futures or option contracts in respect to a currency used in connection with the Underlying on a Related Exchange, where such contracts are usually traded, or to determine market values for such contracts there; or

[(ix)] other events different from the before mentioned events the consequences of which, however, are economically comparable to those of the before mentioned events.

A reduction of the regular trading hours or a restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change of the regular trading hours of the Reference Market, which was announced at least one hour prior to the actual end of the regular trading hours at the Reference Market. A trading restriction imposed during the course of a day due to price movements, which exceed certain limits, is considered a Market Disruption Event only, if this restriction continues until the end of the trading hours on that particular day.

"Relevant Country" for purposes of this provision means in respect to the Underlying both (a) a country (or an administrative or regulatory agency thereof), in which the currency used with the Underlying [or the currency pairs constituting the Underlying] [is][are] legal tender or official currency, and (b) a country (or an administrative or regulatory agency thereof), to which a currency used in connection with the Underlying has a

- (b) Transaktionen mit Termin- oder Optionskontrakten auf eine im Zusammenhang mit dem Basiswert verwendete Währung an einer Terminbörse zu tätigen, an der solche Kontrakte üblicherweise gehandelt werden, oder dort Marktwerte für solche Kontrakte zu ermitteln; oder

[(ix)] andere als die vorstehend bezeichneten Ereignisse, die jedoch in ihren Auswirkungen den genannten Ereignissen wirtschaftlich vergleichbar sind.

Eine Verkürzung der regulären Handelszeiten oder eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstöruungsereignis, sofern die Einschränkung auf einer Änderung der regulären Handelszeiten des Referenzmarkts beruht, die mindestens eine Stunde vor dem tatsächlichen Ende der regulären Handelszeiten an dem Referenzmarkt angekündigt worden ist. Eine im Laufe eines Tages auferlegte Beschränkung im Handel aufgrund von Preisbewegungen, die bestimmte vorgegebene Grenzen überschreiten, gilt nur dann als Marktstöruungsereignis, wenn diese Beschränkung bis zum Ende der Handelszeit an dem betreffenden Tag fort dauert.

"Maßgebliches Land" im Sinne dieser Vorschrift bezeichnet in Bezug auf den Basiswert (a) ein Land (oder eine Verwaltungs- oder Aufsichtsbehörde desselben), in dem die mit dem Basiswert verwendete Währung [bzw. die den Basiswert bildenden Währungs-Wechselkurspaare] gesetzliches Zahlungsmittel oder offizielle Währung [ist][sind], als auch (b) ein Land (oder eine Verwaltungs- oder Aufsichtsbehörde

material relationship according to the reasonable discretion of the Calculation Agent.

Section 12

Underlying; Underlying Price; Successor Currency; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the currency exchange rate specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to the Underlying Price specified in Table 2 in the Annex to the Issue Specific Conditions, which corresponds to the value expressed in the Reference Currency for one unit of the Base Currency specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Base Currency**") at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**") and shown on the Screen Page specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Screen Page**") or any page replacing it. If the Screen Page should not be available on the stated date or if the Underlying Price [or a Underlying Price component] is not shown, the Underlying Price or the Underlying Price component corresponds to the Underlying Price [or to the Underlying Price component, as determined by the Calculation Agent based on the corresponding page of another financial information service]. If the Underlying Price [or a Underlying Price component] should not or no longer be shown in one of the ways referred to above, the Calculation Agent has the right to determine an Underlying Price in its reasonable discretion based on the market conditions applicable at that time and taking into account the market situation existing at that time. The

desselben), zu dem eine im Zusammenhang mit dem Basiswert verwendete Wahrung nach billigem Ermessen der Berechnungsstelle in einer wesentlichen Beziehung steht.

§ 12

Basiswert; Kursreferenz; Nachfolge-Wahrung; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Wahrungs-Wechselkurs.
- (2) Die "**Kursreferenz**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz, die dem in der Referenzwahrung ausgedruckten Gegenwert fur eine Einheit der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Handelswahrung (die "**Handelswahrung**") entspricht, wie sie auf Basis des an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt und auf der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Bildschirmseite (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfugung stehen oder wird die Kursreferenz [bzw. eine Kursreferenzkomponente] nicht angezeigt, entspricht die Kursreferenz bzw. die Kursreferenzkomponente der Kursreferenz [bzw. der Kursreferenzkomponente, wie sie von der Berechnungsstelle auf Basis der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes festgestellt wird]. Sollte die Kursreferenz [bzw. eine Kursreferenzkomponente] nicht oder nicht mehr in einer der vorgenannten

"**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. *[if a Knock-Out Price is applicable, insert: The "**Knock-Out Price**" of the Underlying corresponds to the [price][mean prices (arithmetic mean between the respective quoted bid and offer price pairs)][bid prices] [(in the case of Turbo Long)] [or] [ask prices] [(in the case of Turbo Short)] for the Underlying [offered at the Reference Market] [continuously] [and] published on the Screen Page [relevant for the Reference Market] [specified in Table 2 in the Annex to the Issue Specific Conditions] (the "**Knock-Out Price Screen Page**")], as determined by the Calculation Agent in its reasonable discretion][insert other relevant Knock-Out Price: •.]*

"**Calculation Dates**" are dates on which prices for the Underlying are usually calculated by the Reference Market and published on the Screen Page relevant for the Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, when prices for the Underlying are usually calculated at the Reference Market and published on the Screen Page relevant for the Reference Market.]

Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Kursreferenz eine auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelte Kursreferenz festzulegen. Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. *[sofern ein Knock-Out Kurs anwendbar ist, einfügen: Der "**Knock-Out Kurs**" des Basiswerts entspricht [[den][dem] von der Berechnungsstelle nach billigem Ermessen festgestellten, [an dem Referenzmarkt angebotenen und auf der für den Referenzmarkt maßgeblichen] [in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen] Bildschirmseite (die "**Bildschirmseite für Knock-Out Kurs**") [fortlaufend] veröffentlichten [Kurs][Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)][Ankaufspreisen] [(im Fall von Turbo Long)] [bzw.] [Verkaufspreisen] [(im Fall von Turbo Short)] für den Basiswert][anderen Knock-Out Kurs einfügen: •.]*

"**Berechnungstage**" sind Tage, an denen Kurse für den Basiswert von dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden.

"**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen Kurse für den Basiswert an dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden.]

(3) Changes to the nature and manner in which the Underlying Price or other pursuant to these Terms and Conditions authoritative rates or prices for the Underlying is calculated, including the change of the Calculation Dates [and Calculation Hours] authoritative for the

(3) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen

Underlying, authorize the Calculation Agent to adjust the Option Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Option Right is to be used as a basis for the first time. The adjusted Option Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

- (4) If a currency used in connection with the Underlying is replaced in its function as legal tender of the country or jurisdiction or of the countries or jurisdictions, which support the public authority, institution, or other entity, which issues this currency, with a different currency or is merged with a different currency into a common currency, the affected currency shall be replaced for purposes of these Terms and Conditions with the other or common currency, if applicable, after making corresponding adjustments in accordance with the above paragraph (the "**Successor Currency**"). The Successor Currency as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

In this case, each reference contained in these Terms and Conditions to the affected currency will, from the date and time of any such adjustment, be deemed a reference to the Successor Currency, if the context permits.

- (5) If the Underlying Price [or other prices relevant pursuant to these Terms and Conditions] for the Underlying is no longer calculated and published at the Reference Market, but by a different person, company, or institution, which the Calculation Agent considers acceptable in

Berechnungstage [und Berechnungsstunden] berechtigen die Berechnungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (4) Wird eine im Zusammenhang mit dem Basiswert verwendete Währung in ihrer Funktion als gesetzliches Zahlungsmittel des Landes oder der Rechtsordnung bzw. der Länder oder Rechtsordnungen, welche die Behörde, Institution oder sonstige Körperschaft unterhalten, die diese Währung ausgibt, durch eine andere Währung ersetzt oder mit einer anderen Währung zu einer gemeinsamen Währung verschmolzen, so wird die betroffene Währung für die Zwecke dieser Optionsscheinbedingungen durch die andere bzw. gemeinsame Währung, gegebenenfalls unter Vornahme entsprechender Anpassungen nach dem vorstehenden Absatz, ersetzt (die "**Nachfolge-Währung**"). Die Nachfolge-Währung sowie der Zeitpunkt ihrer erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

In diesem Fall gilt jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf die betroffene Währung, sofern es der Zusammenhang erlaubt, als Bezugnahme auf die Nachfolge-Währung.

- (5) [Wird][Werden] die Kursreferenz [oder andere nach diesen Optionsscheinbedingungen] für den Basiswert [maßgebliche Kurse] nicht mehr am Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach

its reasonable discretion (the "**Substitute Reference Market**"), the Cash Amount shall be calculated based on the corresponding price calculated and published at the Substitute Reference Market for the Underlying. Furthermore, any reference contained in these Terms and Conditions to the Reference Market is deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.

Section 13

Extraordinary Termination

- (1) If according to the reasonable discretion of the Calculation Agent, a determination of the Underlying Price in accordance with the provisions in Section 12 of the Issue Specific Conditions is not possible for any reasons whatsoever, the Issuer has the right, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Warrant Holder in respect to each Warrant held by him (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Warrant immediately prior to

billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten entsprechenden Kurses für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

§ 13

Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Ermittlung der Kursreferenz, aus welchen Gründen auch immer, nach den Bestimmungen in § 12 der Emissionsbezogenen Bedingungen nicht möglich, so ist die Emittentin berechtigt, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags außerordentlich zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass die Ermittlung der Kursreferenz unmöglich wurde, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener

the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions, taking into account the remaining time value. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

Marktpreis eines Optionsscheins unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass die Ermittlung der Kursreferenz unmöglich wird, nach Maßgabe dieser Bestimmungen, unter Berücksichtigung des verbleibenden Zeitwerts festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

(2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System by the [fifth][●] Business Day after the Termination Date[, without the conditions in Section 7 (2) and (3) of the Issue Specific Conditions having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 7 [2][(3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.

(2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2][(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

(3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Warrant Holder, as aforesaid.]

(3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of shares as underlying, insert:

[im Fall von Aktien als Basiswert einfügen:

Market Disruptions

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date, on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date, and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(2) "**Market Disruption Event**" means the suspension or restriction

- (i) of trading on the Reference Market in general; or
- (ii) of trading in the Underlying on the Reference Market; or
- (iii) in an option or futures contract in respect to the Underlying on a related exchange, on which futures or option contracts in respect to the Underlying are traded (the "**Related Exchange**"),

if such suspension or restriction occurs or exists during the last half hour prior to the usually occurring calculation of the closing price of the Underlying and if it is material for the fulfilment of the obligations under the Warrants according to the reasonable discretion of the Calculation Agent. A restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change of the Reference Market that

Marktstörungen

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) "**Marktstörungsereignis**" bedeutet die Suspendierung oder Einschränkung

- (i) des Handels an dem Referenzmarkt allgemein; oder
- (ii) des Handels in dem Basiswert an dem Referenzmarkt; oder
- (iii) in einem Options- oder Terminkontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die "**Terminbörse**"),

sofern diese Suspendierung oder Einschränkung in der letzten halben Stunde vor der üblicherweise zu erfolgenden Berechnung des Schlusskurses des Basiswerts eintritt bzw. besteht und nach billigem Ermessen der Berechnungsstelle für die Erfüllung der Verpflichtungen aus den Optionsscheinen wesentlich ist. Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als

is announced in advance.

Section 12

Underlying; Underlying Price; Substitute Share; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the Share specified in Table 2 in the Annex to the Issue Specific Conditions as Underlying of the company specified in Table 2 in the Annex to the Issue Specific Conditions as Underlying (the "**Company**").
- (2) The "**Underlying Price**" corresponds to [the Official Closing Price][*insert other relevant Underlying Price: •*] of the Underlying][the Underlying Price specified in Table 2 in the Annex to the Issue Specific Conditions as Underlying] expressed in the Reference Currency, as published on Calculation Dates on the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**"). [*if a Knock-Out Price is applicable, insert: The "Knock-Out Price" of the Underlying corresponds to [the prices continuously calculated and published at the Reference Market on Calculation Dates for this Share [during the Calculation Hours]][insert other relevant Knock-Out Price: •] expressed in the Reference Currency.]* The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are days on which the Underlying is usually traded on the Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, during which the Underlying is usually traded on the Reference Market.]

Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung des betreffenden Referenzmarktes beruht.

§ 12

Basiswert; Kursreferenz; Ersatzaktie; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Aktie der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Gesellschaft (die "**Gesellschaft**").
- (2) Die "**Kursreferenz**" entspricht [dem offiziellen Schlusskurs][*andere Kursreferenz einfügen: •*] des Basiswerts][der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert festgelegten Kursreferenz], ausgedrückt in der Referenzwährung, wie [er][sie] an Berechnungstagen an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") berechnet und veröffentlicht wird. [*sofern ein Knock-Out Kurs anwendbar ist, einfügen: Der "Knock-Out Kurs" des Basiswerts entspricht [den an dem Referenzmarkt an Berechnungstagen [während der Berechnungsstunden] für diese Aktie fortlaufend berechneten und veröffentlichten Kursen][anderen Knock-Out Kurs einfügen: •]*], ausgedrückt in der Referenzwährung.] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. "**Berechnungstage**" sind Tage, an denen der Basiswert an dem Referenzmarkt üblicherweise gehandelt wird. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen der Basiswert an dem Referenzmarkt üblicherweise gehandelt

(3) If the Company announces a Potential Adjustment Event (paragraph (4)), the Calculation Agent shall ascertain, at its discretion, whether the Potential Adjustment Event has a dilutory or appreciatory impact on the theoretical value of the Share. If the Calculation Agent reasons that such an impact exists, it shall be entitled to make adjustments as it deems appropriate, exercising its discretion, in order to account for such impact, whereby no adjustment shall be made merely in order to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure followed on an exchange on which the options for the Share are traded as a guideline for the adjustment.

(4) The following circumstances are "**Potential Adjustment Events**":

- (i) a division, combination or type change of the Shares (as far as no merger occurs), an allotment of Shares or the distribution of a dividend in the form of Shares to shareholders by means of a bonus, bonus shares, capital increase from company funds or the like;
- (ii) an allotment or a dividend to the Company's shareholders in the form of (a) Shares or (b) other shares or securities which give the beneficiary, in the same scope as a shareholder, a right to receive a dividend and/or liquidation proceeds or (c) shares or other securities of another company which is acquired or held by the Company, directly or indirectly, due to a split, spinoff or

wird.]

(3) Gibt die Gesellschaft einen Potentiellen Anpassungsgrund (Absatz (4)) bekannt, prüft die Berechnungsstelle nach billigem Ermessen, ob der Potentielle Anpassungsgrund einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie der Gesellschaft hat. Kommt die Berechnungsstelle zu dem Ergebnis, dass ein solcher Einfluss vorliegt, ist sie berechtigt, Anpassungen vorzunehmen, die ihr nach billigem Ermessen angemessen erscheinen, um diesen Einfluss zu berücksichtigen, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Hierbei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.

(4) Folgende Umstände sind ein "**Potentieller Anpassungsgrund**":

- (i) eine Teilung, Zusammenlegung oder Gattungsänderung der Aktien (soweit keine Verschmelzung vorliegt), eine Zuteilung von Aktien oder eine Ausschüttung einer Dividende in Form von Aktien an die Aktionäre mittels Bonus, Gratisaktien, aufgrund einer Kapitalerhöhung aus Gesellschaftsmitteln oder ähnlichem;
- (ii) eine Zuteilung oder Dividende an die Aktionäre der Gesellschaft in Form von (a) Aktien oder (b) sonstigen Aktien oder Wertpapieren, die dem Berechtigten in gleichem Umfang oder anteilmäßig wie einem Aktionär ein Recht auf Zahlung einer Dividende und/oder des Liquidationserlöses gewähren oder (c) Aktien oder sonstigen Wertpapieren eines anderen

similar transaction, or (d) other securities, rights, warrants or assets which are provided for (cash or other) consideration lower than the current market price (determined by the Calculation Agent at its reasonable discretion);

- (iii) an extraordinary dividend;
- (iv) a call for payment on Shares which are not fully paid-in;
- (v) a buyback of Shares by the Company or its subsidiaries, regardless of whether the buyback is executed using earning or capital reserves or whether the purchase price is paid in cash, in the form of securities or in another manner;
- (vi) the occurrence of an event relating to the Company which leads to the distribution of shareholder rights or the separation of shareholder rights from shares in the Company based on a shareholder rights plan or an arrangement against hostile takeovers calling, in certain cases, for the distribution of preferred shares, warrants, bonds or share subscription rights at prices below market value (determined by the Calculation Agent at its reasonable discretion), whereby each adjustment which is made based on such an event shall be reversed once such rights are rescinded; or

Unternehmens, die von der Gesellschaft aufgrund einer Abspaltung, Ausgliederung oder einer ähnlichen Transaktion unmittelbar oder mittelbar erworben wurden oder gehalten werden oder (d) sonstigen Wertpapieren, Rechten, Optionsscheinen oder Vermögenswerten, die jeweils für eine unter dem (nach billigem Ermessen der Berechnungsstelle festgestellten) aktuellen Marktpreis liegende Gegenleistung (Geld oder sonstiges) erbracht wird;

- (iii) eine außerordentliche Dividende;
- (iv) eine Einzahlungsaufforderung für nicht voll einbezahlte Aktien;
- (v) ein Rückkauf der Aktien durch die Gesellschaft oder ihre Tochtergesellschaften, ungeachtet ob der Rückkauf aus Gewinn oder Kapitalrücklagen erfolgt oder der Kaufpreis in bar, in Form von Wertpapieren oder auf sonstige Weise entrichtet wird;
- (vi) der Eintritt eines Ereignisses bezüglich der Gesellschaft, das dazu führt, dass Aktionärsrechte ausgegeben oder von Aktien der Gesellschaft abgetrennt werden aufgrund eines Aktionärsrechteplans oder eines Arrangements gegen feindliche Übernahmen, der bzw. das für den Eintritt bestimmter Fälle die Ausschüttung von Vorzugsaktien, Optionsscheinen, Anleihen oder Aktienbezugsrechten unterhalb des (nach billigem Ermessen der Berechnungsstelle festgestellten) Marktwertes vorsieht, wobei jede Anpassung, die aufgrund eines solchen Ereignisses durchgeführt wird, bei Rücknahme dieser Rechte wieder rückangepasst wird; oder

(vii) other cases which may result in a dilutory or appreciatory impact on the theoretical value of the Share.

(vii) andere Fälle, die einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie haben können.

(5) If (i) liquidity relating to the Share on the Reference Market decreases considerably in the discretionary judgment of the Calculation Agent, (ii) the listing or trading of the Shares on the Reference Market is suspended for whatever reason (except in the case of a concentration, in which the provisions of paragraph 6) below shall apply) or such a suspension is published by the Reference Market, (iii) in the discretionary judgment of the Calculation Agent, the Company's insolvency, dissolution, liquidation or similar events occur, are imminent or threaten to occur, or if a petition for insolvency is filed, or (iv) all Shares or all material assets of the Company are nationalized or expropriated or otherwise made subject to transfer to a government agency, authority or other state agency, the Issuer shall be entitled to exercise termination pursuant to Section 13 of the Issue Specific Conditions.

(5) Sollte(n) (i) bezüglich der Aktie nach billigem Ermessen der Berechnungsstelle die Liquidität an dem Referenzmarkt deutlich abnehmen, (ii) aus irgendeinem Grund (außer im Fall eines Zusammenschlusses, für den dann die Regelungen in Absatz (6) gelten) die Notierung oder der Handel der Aktie an dem Referenzmarkt eingestellt werden oder die Einstellung von dem Referenzmarkt angekündigt werden, (iii) nach billigem Ermessen der Berechnungsstelle bei der Gesellschaft der Insolvenzfall, die Auflösung, Liquidation oder ein ähnlicher Fall drohen, unmittelbar bevorstehen oder eingetreten sein oder ein Insolvenzantrag gestellt worden sein, oder (iv) alle Aktien oder alle wesentlichen Vermögenswerte der Gesellschaft verstaatlicht oder enteignet werden oder in sonstiger Weise auf eine Regierungsstelle, Behörde oder sonstige staatliche Stelle übertragen werden müssen, ist die Emittentin berechtigt, gemäß § 13 der Emissionsbezogenen Bedingungen zu kündigen.

If the listing or inclusion of the Share on the Reference Market is suspended, but listing or inclusion in another exchange continues or commences, the Calculation Agent shall further be entitled to designate another exchange or trading system for the affected Share as the new Reference Market ("**Substitute Reference Market**") and thereby to make any adjustments which may appear necessary thereto at its discretion. In the event of such substitution, each reference herein to the Reference Market shall continue to apply as a reference to the Substitute Reference Market.

Falls die Notierung oder sonstige Einbeziehung der Aktie an dem Referenzmarkt eingestellt wird, eine Notierung oder Einbeziehung jedoch an einer anderen Börse besteht oder aufgenommen wird, ist die Berechnungsstelle ferner berechtigt, eine andere Börse oder ein anderes Handelssystem für die Aktie als neuen Referenzmarkt ("**Ersatzreferenzmarkt**") zu bestimmen und dadurch ihr gegebenenfalls notwendig erscheinende Anpassungen nach billigem Ermessen vorzunehmen. Im Fall einer solchen Ersetzung gilt jede in diesen Bedingungen enthaltene Bezugnahme auf den Referenzmarkt fortan als Bezugnahme auf den Ersatzreferenzmarkt.

- (6) In the event of (i) a consolidation, merger or binding share transfer between the Company and another person or company, (ii) a transfer of the Share or agreement to make such a transfer to another person or company or (iii) the acquisition of the Share, in whole or in part, by another person or company, or if another person or company has the right to obtain the Share, in whole or in part, the Calculation Agent shall make any adjustments at its reasonable discretion, whereby no adjustment shall be made merely to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. It shall further be entitled, but not obliged, to designate Substitute Shares (paragraph (9)) in place of the affected Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure on an exchange on which options for the Share are traded as a guideline for the adjustment.
- (6) Im Fall (i) einer Konsolidierung, Verschmelzung, eines Zusammenschlusses oder eines verbindlichen Aktientauschs der Gesellschaft mit einer anderen Person oder Gesellschaft, (ii) einer Übertragung der Aktie oder einer Verpflichtung zu einer solchen Übertragung an eine andere Person oder Gesellschaft oder (iii) einer Übernahme der Aktie insgesamt oder zum Teil durch eine andere Person oder Gesellschaft bzw. wenn eine andere Person oder Gesellschaft das Recht hat, die Aktie insgesamt oder zum Teil zu erhalten, nimmt die Berechnungsstelle etwaige Anpassungen nach billigem Ermessen vor, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Ferner ist sie berechtigt, jedoch nicht verpflichtet, statt der betroffenen Aktie eine Ersatzaktie (Absatz (9)) zu bestimmen. Dabei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.
- (7) If the Company is subject of a split or similar operation which, in the discretionary judgment of the Calculation Agent, will have a dilutory or appreciatory impact on the theoretical value of the Company's affected Share, and if the Company's shareholders or the Company itself are entitled thereby to shares or other titles in one or more other companies, or other values, assets or rights, the Calculation Agent shall be entitled at its reasonable discretion to replace the current Share(s) of the Company which is the subject of a split or similar operations. The substitution may be made in such a way that the Calculation Agent designates a new Share or a basket of new Shares. As far as the Calculation Agent designates a basket of new Shares, the Calculation Agent shall define the percentage with
- (7) Sollte die Gesellschaft Gegenstand einer Spaltung oder einer ähnlichen Maßnahme sein, die nach billigem Ermessen der Berechnungsstelle einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie hat, und sollten den Gesellschaftern der Gesellschaft oder der Gesellschaft selbst dadurch Gesellschaftsanteile oder andere Werte an einer oder mehreren anderen Gesellschaften oder sonstige Werte, Vermögensgegenstände oder Rechte zustehen, ist die Berechnungsstelle nach billigem Ermessen berechtigt, die bisherigen Aktie(n) der Gesellschaft, die Gegenstand einer Spaltung oder ähnlichen Maßnahmen ist bzw. sind, zu ersetzen. Die Ersetzung kann insbesondere in der Weise erfolgen, dass die Berechnungsstelle eine neue Aktie oder einen Korb neuer Aktien bestimmt.

which each new Share is weighted within the basket. The basket of new Shares may include the existing Share(s). In exercising its reasonable discretion, the Calculation Agent shall particularly take into account the liquidity of the affected values. The Calculation Agent shall be entitled to use the procedure of an exchange in which options for the Shares are traded as a guideline for the adjustment. The Calculation Agent shall further be entitled to make additional or other adjustments which appear financially reasonable, at its reasonable discretion. The provision mentioned above shall apply accordingly for the new Share or basket of new Shares.

Soweit die Berechnungsstelle einen Korb neuer Aktien bestimmt, wird die Berechnungsstelle den Anteil für jede neue Aktie festlegen, mit dem sie in dem Korb gewichtet wird. Der Korb neuer Aktien kann auch die bisherige(n) Aktie(n) umfassen. Bei der Ausübung des billigen Ermessens wird die Berechnungsstelle insbesondere die Liquidität der betroffenen Werte berücksichtigen. Die Berechnungsstelle ist berechtigt, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden. Die Berechnungsstelle ist ferner berechtigt, weitere oder andere Anpassungen vorzunehmen, die ihr nach billigem Ermessen wirtschaftlich angemessen erscheinen. Die vorgenannte Regelung gilt entsprechend für die neue Aktie bzw. den Korb neuer Aktien.

- (8) Should the Calculation Agent determine that adjustments for Shares differ from the measures described in paragraphs (3) to (7) above due to the company law or market custom applicable to the relevant Company, the Calculation Agent has the right but not the obligation to carry out the adjustments in accordance with these provisions or customs and such deviating from the measures provided for in paragraphs (3) to (7) above. The Calculation Agent furthermore has the right, but not the obligation, in all of the aforementioned cases to carry out the adjustment according to different rules, if this appears more appropriate to it, in order to maintain the value of the Warrants in the amount, which these had prior to the event triggering the adjustment.
- (9) If a Share is replaced based on the provisions of this Section 12 ("**Substitute Share**"), the Calculation Agent shall determine the Reference Market and the Related Exchange for the relevant Substitute Share. The Share which is replaced shall no longer be the

- (8) Sollte die Berechnungsstelle feststellen, dass Anpassungen für Aktien nach dem auf das jeweilige Unternehmen anwendbaren Gesellschaftsrecht oder anwendbarer Marktusance von den in vorstehenden Absätzen (3) bis (7) beschriebenen Maßnahmen abweichen, so ist die Berechnungsstelle berechtigt, aber nicht verpflichtet, die Anpassungen nach Maßgabe dieser Vorschriften bzw. Usancen und damit abweichend von den in den vorstehenden Absätzen (3) bis (7) vorgesehenen Maßnahmen durchzuführen. Ferner ist die Berechnungsstelle in allen vorgenannten Fällen berechtigt, ist hierzu jedoch nicht verpflichtet, die Anpassung auch nach anderen Regeln durchzuführen, wenn ihr dies angemessener erscheint, um den Wert der Optionsscheine in der Höhe zu erhalten, den diese vor dem die Anpassung auslösenden Ereignis hatten.
- (9) Wird aufgrund der Bestimmungen dieses § 12 die Aktie ersetzt ("**Ersatzaktie**"), so bestimmt die Berechnungsstelle den für die betreffende Ersatzaktie maßgeblichen Referenzmarkt und die Maßgebliche Terminbörse. Ab diesem Zeitpunkt gilt die zu ersetzende Aktie nicht mehr als

Underlying, the Company defined in paragraph (1) hereof shall no longer be the Company, the replaced Reference Market or the replaced Related Exchange shall no longer be the Reference Market or the Related Exchange, each reference contained herein to the Share shall be deemed to be a reference to the Substitute Share, each reference contained herein to the Company as issuer of the Share shall be deemed to be a reference to the Company which is the issuer of the Substitute Share and each reference contained herein to the Reference Market or Related Exchange shall be deemed to be a reference to the Reference Market or the related exchange which is newly determined by the Calculation Agent.

Basiswert und die in Absatz (1) genannte Gesellschaft nicht mehr als Gesellschaft und der zu ersetzende Referenzmarkt bzw. die zu ersetzende Maßgebliche Terminbörse nicht mehr als Referenzmarkt bzw. Maßgebliche Terminbörse und gilt jede in diesen Bedingungen enthaltene Bezugnahme auf die Aktie fortan als Bezugnahme auf die Ersatzaktie, jede in diesen Bedingungen enthaltene Bezugnahme auf die Gesellschaft als Emittentin der Aktie fortan als Bezugnahme auf die Gesellschaft, welche Emittentin der Ersatzaktie ist und jede in diesen Bedingungen enthaltene Bezugnahme auf den Referenzmarkt oder die Maßgebliche Terminbörse als Bezugnahme auf den von der Berechnungsstelle neu bestimmten Referenzmarkt oder die neu bestimmte Maßgebliche Terminbörse.

(10) Changes to the nature and manner in which the Underlying Price or another pursuant to these Terms and Conditions authoritative rate or price for the Underlying is calculated, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Option Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Option Right is to be used as a basis for the first time. The adjusted Option Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

(10) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungstuden berechnungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

Section 13
Extraordinary Termination

(1) If, in the reasonable discretion of the Calculation Agent, a proper adjustment as described in Section 12 of the Issue Specific Conditions is impracticable, or if

§ 13
Außerordentliche Kündigung

(1) Ist nach billigem Ermessen der Berechnungsstelle eine sachgerechte Anpassung wie in § 12 der Emissionsbezogenen Bedingungen

termination in accordance with Section 12 of the Issue Specific Conditions has been specified as the adjustment, the Issuer has the right, but not the obligation, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Furthermore, the Issuer has the right, but not the obligation, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below, if an Additional Disruption Event (paragraph (4)) exists. The termination must occur within a month after final discontinuation of the listing of the Shares of the Company at the Reference Market or within one month after the occurrence of another event justifying termination. In the case of a termination, the Issuer shall pay an amount to each Warrant Holder in respect to each Warrant held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Warrant immediately prior to the Discontinuation of the listing or determination of the low liquidity of the Shares of the company at the Reference Market or the occurrence of the event justifying termination[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account. [When

beschrieben nicht möglich, oder ist als Anpassung die Kündigung gemäß § 12 der Emissionsbezogenen Bedingungen vorgesehen, ist die Emittentin berechtigt, aber nicht verpflichtet, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Emittentin ist auch berechtigt, aber nicht verpflichtet, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen, wenn ein Weiteres Störungsereignis (Absatz (4)) vorliegt. Die Kündigung hat innerhalb von einem Monat nach endgültiger Einstellung der Notierung der Aktien des Unternehmens an dem Referenzmarkt bzw. innerhalb eines Monats nach Eintritt eines sonstigen zur Kündigung berechtigenden Ereignisses zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Optionsscheins unmittelbar vor Einstellung der Notierung bzw. Feststellung der geringen Liquidität der Aktien des Unternehmens an dem Referenzmarkt oder dem Eintreten des zur Kündigung berechtigenden Ereignisses [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt

determining the Termination Amount in the case of a termination as a consequence of a takeover offer, if the consideration consists exclusively or predominantly of cash, other market parameters prior to the announcement of the takeover offer may be taken into account in accordance with the usual methods at futures exchanges for determining the theoretical fair value, particularly expected dividends and implied volatilities, in addition to the price of the Underlying after announcement of the takeover offer.]

quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen. [Im Fall einer Kündigung in Folge eines Übernahmeangebots können bei der Bestimmung des Kündigungsbetrags, entsprechend dem an Terminbörsen üblichen Verfahren zur Bestimmung des theoretischen fairen Werts, sofern die Gegenleistung ausschließlich oder überwiegend in Bar erfolgt, neben dem Kurs des Basiswerts nach Bekanntgabe des Übernahmeangebots auch sonstige Marktparameter vor Bekanntgabe des Übernahmeangebots berücksichtigt werden, insbesondere Dividenden-erwartungen und implizite Volatilitäten.]

- | | |
|---|---|
| <p>(2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System by the [fifth][●] Business Day after the Termination Date[, without the conditions in Section 7 (2) and (3) of the Issue Specific Conditions having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 7 [2][(3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.</p> | <p>(2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2][(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.</p> |
| <p>(3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Warrant Holder, as aforesaid.</p> | <p>(3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.</p> |
| <p>(4) An "Additional Disruption Event" exists if</p> | <p>(4) Ein "Weiteres Störungsereignis" liegt vor, wenn</p> |

- | | |
|---|---|
| <p>(a) the Calculation Agent determines that (i) due to the adoption or amendment of applicable laws or directives (including tax laws) after the Issue Date, or (ii) due to the promulgation or change of the interpretation of applicable laws or directives after the Issue Date by the competent courts, arbitration panels, or regulatory agencies (including measures by tax authorities), (x) it has become or will become illegal or impracticable for it to hold, acquire, or dispose of the Shares, or (y) it has incurred or will incur significantly higher direct or indirect costs during the fulfilment of its obligations under the Warrants or related hedging measures (for example, due to an increased tax liability, lower tax benefits, or other negative effects on the tax situation of the Issuer); or</p> | <p>(a) die Berechnungsstelle feststellt, dass (i) aufgrund der am oder nach dem Emissionstag erfolgten Verabschiedung oder Änderung von anwendbaren Gesetzen oder Verordnungen (einschließlich von Steuergesetzen), oder (ii) aufgrund der am oder nach dem Emissionstag erfolgten Verkündung oder der Änderung der Auslegung von anwendbaren Gesetzen oder Verordnungen durch die zuständigen Gerichte, Schiedsstellen oder Aufsichtsbehörden (einschließlich Maßnahmen von Steuerbehörden), (x) es für sie rechtswidrig oder undurchführbar geworden ist oder werden wird, die Aktien zu halten, zu erwerben oder zu veräußern oder (y) ihr wesentlich höhere direkte oder indirekte Kosten bei der Erfüllung ihrer Verpflichtungen aus den Optionsscheinen bzw. verbundener Absicherungsmaßnahmen (beispielsweise aufgrund einer erhöhten Steuerpflicht, geringerer Steuervorteile oder anderer negativer Auswirkungen auf die Steuersituation der Emittentin) entstanden sind oder entstehen werden; oder</p> |
| <p>(b) the Calculation Agent determines that it is unable, even after making economically reasonable efforts, (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Warrants, or (ii) to realize or forward the proceeds of these transactions; or</p> | <p>(b) die Berechnungsstelle feststellt, dass sie auch nach Aufwendung zumutbarer wirtschaftlicher Bemühungen nicht in der Lage ist, (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die sie als notwendig erachtet, um ihr Risiko aus der Übernahme und Erfüllung ihrer Verpflichtungen aus den Optionsscheinen abzusichern, oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten; oder</p> |
| <p>(c) the Calculation Agent determines that it has incurred or will incur significantly higher taxes, dues,</p> | <p>(c) die Berechnungsstelle feststellt, dass ihr wesentlich höhere Steuern, Abgaben, Aufwendungen</p> |

expenses, or fees (however, no brokerage fees), in order to (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Warrants, or (ii) to realize or forward the proceeds of these transactions, and such expenses may also include increased borrowing costs resulting from the illiquidity of an Underlying, which had previously been sold short.]

oder Gebühren (jedoch keine Vermittlungsgebühren) entstanden sind oder entstehen werden, um (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die die Emittentin für notwendig erachtet, um ihr Risiko der Übernahme und Erfüllung ihrer Verpflichtungen aus den Optionsscheinen abzusichern oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten, wobei solche Aufwendungen auch erhöhte Leihgebühren sein können, die sich aus der Angebotsknappheit eines Basiswerts, der zuvor leer verkauft worden ist, ergeben.]

[in the case of interest rates as underlying, insert:

[im Fall von Zinssätzen als Basiswert einfügen:

Section 11
Market Disruptions
 (intentionally left blank)

§ 11
Marktstörungen
 (entfällt)

Section 12
Underlying; Underlying Price; Substitute Interest Rate; Substitute Reference Market; Adjustments

§ 12
Basiswert; Kursreferenz; Ersatzzinssatz; Ersatzreferenzmarkt; Anpassungen

- (1) The "**Underlying**" corresponds to the Interest Rate specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to the rate per annum for the Underlying published on the Screen Page on a [Calculation Date][Interest Determination Date (Section 2 (5) of the Issue Specific Conditions)] at or about the Relevant Time. ["**Calculation Dates**" are dates on which the Underlying is usually calculated and published on the Screen Page. "**Calculation Hours**" is the period on a Calculation Date, during which the Underlying is usually calculated and published on the Screen Page.] "**Screen**

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Zinssatz.
- (2) Die "**Kursreferenz**" entspricht dem zur Maßgeblichen Zeit (oder zeitnah dazu) an einem [Berechnungstag] [Zinsfestsetzungstag (§ 2 (5) der Emissionsbezogenen Bedingungen)] für den Basiswert auf der Bildschirmseite veröffentlichten Zinssatz (per annum). ["**Berechnungstage**" sind Tage, an denen der Basiswert üblicherweise berechnet und auf der Bildschirmseite veröffentlicht wird. "**Berechnungsstunden**" ist der Zeitraum an einem Berechnungstag, an denen der

Page" is the page specified in Table 2 in the Annex to the Issue Specific Conditions of the information service provider specified in Table 2 in the Annex to the Issue Specific Conditions or any successor screen page of the aforementioned information service provider or a screen of another recognised information service, which is determined by the Issuer in its reasonable discretion. **"Relevant Time"** is the Relevant Time specified in Table 2 in the Annex to the Issue Specific Conditions. If the Calculation Agent cannot determine the Underlying Price as aforementioned, because the Screen Page is not published, or if the Calculation Agent cannot make such determination for any other reason, then the Underlying Price for the respective Calculation Period shall be the arithmetic mean [(rounded, if necessary, to the nearest one thousandth of a percentage point, 0.0005 being rounded upwards)][(rounded, if necessary, to the nearest one hundred thousandth of a percentage point, 0.000005 being rounded upwards)][●] determined by the Calculation Agent of the interest rates which five reference banks selected by the Calculation Agent in conjunction with the Issuer (the **"Reference Banks"**), quote to prime banks on the relevant Interest Determination Date for deposits in the Reference Currency for such Calculation Period. Should two or more of the Reference Banks provide an interest rate, the arithmetic mean shall be calculated as described above on the basis of the interest rates supplied. If less than two Reference Banks provide an interest rate, then the Reference Interest Rate for the respective Calculation Period shall be determined by the Calculation Agent in its reasonable discretion.

Basiswert üblicherweise berechnet und auf der Bildschirmseite veröffentlicht wird.] **"Bildschirmseite"** ist die in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für den Basiswert angegebene Seite des in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wirtschaftsinformationsdienstes oder eine diese ersetzenden Bildschirmseite oder einer entsprechenden Bildschirmseite eines anderen anerkannten Wirtschaftsinformationsdienst, die von der Emittentin nach billigem Ermessen bestimmt wird. **"Maßgebliche Zeit"** ist die in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für den Basiswert angegebene Maßgebliche Zeit. Sollte die Berechnungsstelle die Kursreferenz wie oben beschrieben nicht mehr feststellen können, weil die angegebene Bildschirmseite nicht veröffentlicht wird, oder sollte die Berechnungsstelle diese Feststellung aus sonstigen Gründen nicht treffen können, entspricht die Kursreferenz für die jeweilige Berechnungsperiode dem arithmetischen Mittel [(falls erforderlich aufgerundet auf das nächste tausendstel eines Prozentpunktes, wobei ab 0,0005 aufgerundet wird)][(falls erforderlich aufgerundet auf das nächste hunderttausendstel eines Prozentpunktes, wobei ab 0,000005 aufgerundet wird)][●], welches von der Berechnungsstelle anhand von Zinssätzen, die fünf von der Berechnungsstelle gemeinsam mit der Emittentin ausgewählte Referenzbanken (die **"Referenzbanken"**) gegenüber führenden Banken am maßgeblichen Zinsfestsetzungstag für Einlagen in der Referenzwährung für diese Berechnungsperiode angeben, festgelegt wird. Für den Fall, dass zwei oder mehr der Referenzbanken einen Zinssatz zur Verfügung gestellt haben, wird das arithmetische Mittel wie oben beschrieben anhand der von diesen Referenzbanken zur Verfügung gestellten Zinssätze bestimmt. Für den Fall, dass

(3) If the Underlying Price of the Underlying is no longer calculated and published on the Screen Page, but by a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers suitable (the "**Substitute Reference Market**"), the Underlying Price will be calculated based on the corresponding rates for the Underlying calculated and published at the Substitute Reference Market. Furthermore, each reference contained in these Terms and Conditions to the Screen Page is deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Screen Page is announced in accordance with Section 6 (Notices) of the General Conditions.

(4) Changes to the nature and manner of the calculation of the Underlying Price or other pursuant to these Terms and Conditions relevant rates or prices for the Underlying, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Option Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Option Right is to be used as a basis for the first time. The adjusted Option Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

weniger als zwei der Referenzbanken einen Zinssatz zur Verfügung stellen, wird der Referenzzinssatz von der Berechnungsstelle nach billigem Ermessen festgestellt.

(3) Wird die Kursreferenz des Basiswerts nicht mehr am Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**"), berechnet und veröffentlicht, so wird die Kursreferenz auf der Grundlage der an dem Ersatzreferenzmarkt berechneten und veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(4) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Optionsrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (1) If according to the reasonable discretion of the Calculation Agent, a determination of the Underlying Price in accordance with the provisions in Section 12 of the Issue Specific Conditions is not possible for any reasons whatsoever, the Issuer has the right, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Warrant Holder in respect to each Warrant held by him (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Warrant immediately prior to the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions, taking into account the remaining time value. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.
- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Ermittlung der Kursreferenz, aus welchen Gründen auch immer, nach den Bestimmungen in § 12 der Emissionsbezogenen Bedingungen nicht möglich, so ist die Emittentin berechtigt, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen eine Festlegung der Kursreferenz nicht möglich ist, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Optionsscheins unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen eine Festlegung der Kursreferenz nicht möglich ist, unter Berücksichtigung des verbleibenden Zeitwerts festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.
- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the
- (2) Die Emittentin wird bis zu dem [fünften][•] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen

Clearing System by the [fifth][●] Business Day after the Termination Date[, without the conditions in Section 7 (2) and (3) of the Issue Specific Conditions having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 7 [2][(3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Warrant Holder, as aforesaid.]

Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2][(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of commodities as underlying, insert:

Section 11
Market Disruptions

- (1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General

[im Fall von Rohstoffen als Basiswert einfügen:

§ 11
Marktstörungen

- (1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6

Conditions.

(Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) **"Market Disruption Event"** means

(2) **"Marktstörungsereignis"** bedeutet

- (i) the suspension of material restriction of trading on the Reference Market in general; or
- (ii) the suspension or material restriction of trading or of the price fixing in respect to the Underlying on the Reference Market; or
- (iii) the suspension or material restriction of trading in a futures or option contract in respect to the Underlying on a Related Exchange, where futures or option contracts in respect to the Underlying are traded (the **"Related Exchange"**); or
- (iv) the material change of the price fixing method or trading conditions in respect to the Underlying at the Reference Market (e.g. in the quality, the quantity, or the Reference Currency in respect to the Underlying).

- (i) die Suspendierung oder wesentliche Einschränkung des Handels an dem Referenzmarkt allgemein; oder
- (ii) die Suspendierung oder wesentliche Einschränkung des Handels bzw. der Preisfeststellung bezogen auf den Basiswert am Referenzmarkt; oder
- (iii) Die Suspendierung oder wesentliche Einschränkung des Handels in einem Futures- oder Optionskontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Futures- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die **"Terminbörse"**); oder
- (iv) die wesentliche Veränderung in der Methode der Preisfeststellung bzw. in den Handelsbedingungen in Bezug auf den Basiswert am Referenzmarkt (z.B. in der Beschaffenheit, der Menge oder der Referenzwährung in Bezug auf den Basiswert).

A change of the trading hours at the Reference Market is not considered a Market Disruption Event, if the change is announced in advance at the Reference Market.

Eine Veränderung der Handelszeit am Referenzmarkt gilt nicht als Marktstörungsereignis, sofern die Veränderung am Referenzmarkt vorher angekündigt wird.

Section 12

§ 12

Underlying; Underlying Price; Substitute Reference Market; Adjustments

Basiswert; Kursreferenz; Ersatzreferenzmarkt; Anpassungen

- (1) The **"Underlying"** corresponds to the commodity specified as Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The **"Underlying Price"** corresponds to the Underlying Price expressed in the Reference Currency and specified in

- (1) Der **"Basiswert"** entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Rohstoff.
- (2) Die **"Kursreferenz"** entspricht der in der Referenzwährung ausgedrückten und in der Tabelle 2 im Annex der

Table 2 in the Annex to the Issue Specific Conditions, which is determined at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**") and shown on the Screen Page specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Screen Page**") or any page replacing it. If the Screen Page should not be available on the stated date or if the Underlying Price is not shown, the Underlying Price corresponds to the Underlying Price, as it is shown on the corresponding page of another financial information service. If the Underlying Price should no longer be shown in one of the aforementioned manners, the Calculation Agent has the right to determine as Underlying Price a Underlying Price determined in its reasonable discretion based on the market conditions applicable at that time and taking into account the market situation existing at that time. *[if a Knock-Out Price is applicable, insert: The "**Knock-Out Price**" of the Underlying corresponds to the [price][mean prices (arithmetic mean between the respective quoted bid and offer price pairs)][bid prices] [(in the case of Turbo Long)] [or] [ask prices] [(in the case of Turbo Short)] for the Underlying, as determined by the Calculation Agent in its reasonable discretion[, offered by the Reference Market,] and continuously published on the [relevant] Screen Page [for the Reference Market][specified in Table 2 in the Annex to the Issue Specific Conditions] (the "**Knock-Out Price Screen Page**")][insert other relevant Knock-Out Price: ●] expressed in the Reference Currency.] The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are dates on which prices for the Underlying are usually calculated by the Reference Market and published on the Screen Page. "**Calculation Hours**" is the period during Calculation Date, when prices for the*

Emissionsbezogenen Bedingungen angegebenen Kursreferenz, die an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt und auf der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Bildschirmseite (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfügung stehen oder wird die Kursreferenz nicht angezeigt, entspricht die Kursreferenz der Kursreferenz, wie sie auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte die Kursreferenz nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Kursreferenz eine auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelte Kursreferenz festzulegen. *[sofern ein Knock-Out Kurs anwendbar ist, einfügen: Der "**Knock-Out Kurs**" des Basiswerts entspricht [den][dem] von der Berechnungsstelle nach billigem Ermessen festgestellten[, von dem Referenzmarkt angebotenen] und auf der [für den Referenzmarkt maßgeblichen][in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen] Bildschirmseite (die "**Bildschirmseite für Knock-Out Kurs**") fortlaufend veröffentlichten [Kurs][Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)] [Ankaufspreisen] [(im Fall von Turbo Long)] [bzw.] [Verkaufspreisen] [(im Fall von Turbo Short)]][anderen Knock-Out Kurs einfügen: ●], ausgedrückt in der Referenzwährung.] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. "**Berechnungstage**" sind Tage, an denen*

Underlying are usually calculated at the Reference Market and published on the Screen Page relevant for the Reference Market.]

Kurse für den Basiswert von dem Referenzmarkt üblicherweise berechnet und auf der Bildschirmseite veröffentlicht werden. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen Kurse für den Basiswert an dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden.]

- (3) If the Underlying Price [or other relevant prices pursuant to these Terms and Conditions] for the Underlying are no longer calculated and published at the Reference Market, but by a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers suitable (the "**Substitute Reference Market**"), the Cash Amount will be calculated based on the corresponding price for the Underlying calculated and published at the Substitute Reference Market. Furthermore, each reference contained in these Terms and Conditions to the Reference Market is deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.
- (3) Wird die Kursreferenz [oder andere nach diesen Optionsscheinbedingungen relevante Kurse] für den Basiswert nicht mehr am Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten entsprechenden Kurses für den Basiswert berechnet. Ferner gilt dann jede in diesen Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (4) If the Calculation Agent becomes aware of the occurrence of a Change of Law, the Calculation Agent has the right to make changes or adjustments to the Terms and Conditions in its reasonable discretion, which are necessary so that the performance under the Warrants is not unlawful or impracticable according to the applicable law. Such changes or adjustments shall be carried out in a way so that the economic terms of the Warrants prior to such changes or adjustments are preserved to the extent possible.
- (4) Sofern die Berechnungsstelle Kenntnis über den Eintritt einer Gesetzesänderung erlangt, ist die Berechnungsstelle berechtigt, nach billigem Ermessen Änderungen oder Anpassungen der Optionsscheinbedingungen vorzunehmen, die erforderlich sind, damit die Erfüllung der Leistungen unter den Optionsscheinen nicht nach dem anwendbaren Recht rechtswidrig oder undurchführbar sind. Solche Änderungen oder Anpassungen sind auf eine Art und Weise vorzunehmen, dass soweit wie möglich die wirtschaftlichen Bedingungen der Optionsscheine vor solchen Änderungen oder Anpassungen aufrechterhalten werden.

"Change of Law" in the sense of this paragraph (4) means

- (i) the adoption or change of applicable laws (including tax laws), regulations, or orders occurring or announced after the Issue Date, or
- (ii) the change, cancellation, new interpretation, or promulgation of an interpretation of an applicable law or of an applicable regulation or of any other rule or order by a competent court of law, competent court of arbitration, or a competent supervisory, self-regulating, legislative, or judicial authority (including measures taken by exchanges or trading systems supervised by tax authorities or public authorities) occurring or planned on or after the Issue Date,

if the Calculation Agent determines in its reasonable discretion that as consequence (a) the possession, acquisition, or the disposal of the Underlying has become unlawful or (b) the Calculation Agent incurs significantly higher costs for the fulfilment of its obligations under the Warrants (for example due to increased tax obligations, reduced tax benefits, or other negative effects on the tax position).

- (5) Changes to the nature and manner of the calculation of the Underlying Price or of the Initial Price or other pursuant to these Terms and Conditions relevant rates or prices for the Underlying, including the change of the Calculation Dates and Calculation Hours relevant for the Underlying, authorize the Calculation Agent to adjust the Option Right accordingly in its reasonable discretion.

"Gesetzesänderung" im Sinne dieses Absatzes (4) bezeichnet

- (i) die am oder nach dem Emissionstag erfolgte oder angekündigte Verabschiedung oder Änderung von anwendbaren Gesetzen (einschließlich Steuergesetzen), Verordnungen oder Anordnungen oder
- (ii) die am oder nach dem Emissionstag erfolgte oder geplante Änderung, Aufhebung, Neuauslegung oder Verkündung einer Auslegung eines anwendbaren Gesetzes bzw. einer anwendbaren Verordnung oder einer sonstigen Regelung oder Anordnung durch ein zuständiges Gericht, ein zuständiges Schiedsgericht oder eine zuständige aufsichtsrechtliche, selbstregulierende, gesetzgebende oder gerichtliche Behörde (einschließlich der von Steuerbehörden oder von Behörden überwachten Börsen oder Handelssystemen ergriffenen Maßnahmen),

sofern die Berechnungsstelle nach billigem Ermessen feststellt, dass dadurch (a) der Besitz, Erwerb oder die Veräußerung des Basiswerts rechtswidrig geworden ist bzw. (b) der Berechnungsstelle wesentlich höhere Kosten für die Erfüllung ihrer Verpflichtungen aus den Optionsscheinen entstehen (beispielsweise durch erhöhte Steuerpflichten, geminderte steuerliche Vergünstigungen oder sonstige negative Auswirkungen auf die Steuerposition).

- (5) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. des Anfangskurses bzw. anderer gemäß diesen Optionsscheinbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Optionsrecht nach

The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Option Right is to be used as a basis for the first time. The adjusted Option Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

Section 13
Extraordinary Termination

- (1) If according to the reasonable discretion of the Calculation Agent, an adjustment of the Option Right or the determination of a Substitute Reference Market for the Underlying or the change or adjustment of the Terms and Conditions in the case of a Change of Law (Section 12 (4) of the Issue Specific Conditions) is no longer possible for any reasons whatsoever, the Issuer has the right, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes the Option Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Warrant Holder in respect to each Warrant held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Warrant immediately prior to

billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Optionsrecht erstmals zugrunde zu legen ist. Das angepasste Optionsrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

§ 13
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Optionsrechts oder die Festlegung eines Ersatzreferenzmarkts für den Basiswert bzw. die Änderung oder Anpassung der Optionsscheinbedingungen im Fall einer Gesetzesänderung (§ 12 (4) der Emissionsbezogenen Bedingungen), aus welchen Gründen auch immer, nicht möglich, so ist die Emittentin berechtigt, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach

the occurrence of the event, which causes the Option Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions, taking into account the remaining time value. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System by the [fifth][●] Business Day after the Termination Date[, without the conditions in Section 7 (2) and (3) of the Issue Specific Conditions having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration referred to in Section 7 [2][(3)(a)(iv)] is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees, or other charges, which are payable by the Warrant Holder, as aforesaid.]

billigem Ermessen als angemessener Marktpreis eines Optionsscheins unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, unter Berücksichtigung des verbleibenden Zeitwerts festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2][(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of futures contracts as underlying, insert:

Section 11
Market Disruptions

- (1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.
- (2) **"Market Disruption Event"** means
- (i) the suspension or restriction of trading or of the price fixing in respect to the Underlying at the Reference Market; or
 - (ii) the suspension or restriction of trading on the Reference Market in general; or
 - (iii) the material change of the price fixing method or of the trading conditions in respect to the relevant Futures Contract at the Reference Market (e.g. in the quality, the quantity, or the Reference Currency in respect to the Underlying of the Futures Contract).

[im Fall von Futures Kontrakten als Basiswert einfügen:

§ 11
Marktstörungen

- (1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.
- (2) **"Marktstörungsereignis"** bedeutet
- (i) die Suspendierung oder Einschränkung des Handels bzw. der Preisstellung bezogen auf den Basiswert an dem Referenzmarkt; oder
 - (ii) die Suspendierung oder Einschränkung des Handels an dem Referenzmarkt allgemein; oder
 - (iii) die wesentliche Veränderung in der Methode der Preisfeststellung bzw. in den Handelsbedingungen in Bezug auf den jeweiligen Futures Kontrakt am Referenzmarkt (z.B. in der Beschaffenheit, der Menge oder der Referenzwährung in Bezug auf den Basiswert des Futures Kontrakts).

A restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change by the Reference Market that is announced in advance.

Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung des betreffenden Referenzmarkts beruht.

Section 12

Underlying; Underlying Price; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" [at the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions] corresponds to the Futures Contract specified in Table 2 in the Annex to the Issue Specific Conditions [with the [Initial] Expiration Date specified in Table 2 in the Annex to the Issue Specific Conditions].
- (2) The "**Underlying Price**" corresponds to the [[last] [●]price of the [Current] Underlying (paragraph ([●])) [Daily Settlement Price (the "**Settlement Price**")][Underlying Price of the Current Underlying specified in Table 2 in the Annex to the Issue Specific Conditions][expressed in the Reference Currency], which is calculated and published at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**").][if a Knock-Out Price is applicable, insert: The "**Knock-Out Price**" of the Current Underlying corresponds to [the prices continuously determined and published for the Current Underlying at the Reference Market on Calculation Dates [during the Calculation Hours][insert other relevant Knock-Out Price: ●][expressed in the Reference Currency].] [The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions.] ["**Calculation Date**" is each date on which a Underlying Price of the Underlying is determined at

§ 12

Basiswert; Kursreferenz; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" am [in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Anfänglichen Referenztag] entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Futures Kontrakt [mit dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen [Anfänglichen] Verfalltermin].
- (2) Die "**Kursreferenz**" entspricht [dem] [in der Referenzwährung ausgedrückten] [[letzten] [●]kurs des [Aktuellen] Basiswerts (Absatz ([●])) [Daily Settlement Price (der "**Settlement Price**")][der [in der Referenzwährung ausgedrückten] in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz des Aktuellen Basiswerts], [der][die] an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") berechnet und veröffentlicht wird.] [sofern ein Knock-Out Kurs anwendbar ist, einfügen: Der "**Knock-Out Kurs**" des Aktuellen Basiswerts entspricht [den an dem Referenzmarkt an Berechnungstagen [während den Berechnungstagen] für den Aktuellen Basiswert fortlaufend festgestellten und veröffentlichten Kursen][anderen Knock-Out Kurs einfügen: ●][ausgedrückt in der Referenzwährung].] [Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der

the Reference Market.] [**Calculation Dates**] are dates on which the Reference Market is open for trading according to schedule and on which according to the Calculation Agent's assessment none of the following events occurs: (i) a material restriction, discontinuation, or interruption of trading in the Underlying, which, on a day on which such an event occurs or on a subsequent day on which it continues, results in the Reference Market, where the Underlying is traded, not being able to provide a [Settlement Price][Underlying Price] for this Contract; (ii) [the Settlement Price][the Underlying Price] for the Underlying constitutes a "Limit Price", which means that the closing price for the Underlying has increased or decreased on a day compared to the previous day by the permitted maximum amount of the closing price of the previous day according to the rules of the Reference Market; or (iii) the Reference Market is unable to announce or publish [the Settlement Price][the Underlying Price].] [**Calculation Hours**] is the period [within a Calculation Date when the Current Underlying is usually traded on the Reference Market][•].]

- (3) If the Underlying Price for the [Current] Underlying is no longer calculated and published at the Reference Market, but by a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers suitable (the "**Substitute Reference Market**"), the Cash Amount will be calculated based on the [•] price of the Current Underlying calculated and published at the Substitute Reference Market. Furthermore, each reference contained in these Terms and Conditions

Emissionsbezogenen Bedingungen angegebenen Referenzwährung.] [**Berechnungstag**] ist jeder Tag, an dem am Referenzmarkt eine Kursreferenz des Basiswerts festgestellt wird.] [**Berechnungstage**] sind Tage, an denen der Referenzmarkt planmäßig für den Handel geöffnet ist und an denen nach Einschätzung der Berechnungsstelle keines der nachfolgenden Ereignisse eintritt: (i) eine wesentliche Einschränkung, Einstellung oder Unterbrechung des Handels im Basiswert, die an einem Tag, an dem ein solches Ereignis eintritt oder an einem Folgetag, an dem dieses fortbesteht, dazu führt, dass der Referenzmarkt, an denen der Basiswert gehandelt wird, nicht in der Lage ist, [einen Settlement Price][eine Kursreferenz] für diesen Kontrakt zu stellen; (ii) [der Settlement Price][die Kursreferenz] für den Basiswert einen "Limit Price" darstellt, was bedeutet, dass der Schlusskurs für den Basiswert an einem Tag gegenüber dem Vortag gemäß den Regeln des Referenzmarkts um den zulässigen Maximalbetrag des Schlusskurses des vorhergehenden Tages gestiegen oder gefallen ist; oder (iii) der Referenzmarkt nicht in der Lage ist, [den Settlement Price][die Kursreferenz] bekannt zu machen oder zu veröffentlichen.] [**Berechnungsstunden**] ist der Zeitraum [innerhalb eines Berechnungstags, an denen der Aktuelle Basiswert an dem Referenzmarkt üblicherweise gehandelt wird][•].]

- (3) Wird die Kursreferenz für den [Aktuellen] Basiswert nicht mehr an dem Referenzmarkt, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten [•] Kurses des Aktuellen Basiswerts berechnet. Ferner gilt dann jede in diesen

to the Reference Market is then deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.

[if Rollover is applicable, insert:

- (4) *[If applicable, insert in the case of Warrants with fixed term:* Subject to sentence 5 of this paragraph the] [The] Current Underlying is subsequently replaced on each Rollover Date (paragraph (5)) with the Futures Contract with the Expiration Date specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Rollover**"), which lies nearest to the respective next Relevant [Expiration Months][Months] specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Relevant [Expiration Months][Months]**"). If according to the reasonable discretion of the Calculation Agent, no Futures Contract with contract characteristics equal to those of the Current Underlying to be replaced should exist at that time, Section 12 (1) of the Issue Specific Conditions shall apply accordingly. The Calculation Agent furthermore has the right to adjust the Relevant [Expiration Months][Months] in the case of a change of the authoritative rules of the Reference Market concerning [Expiration Dates][●]. Any such adjustment is announced in accordance with Section 6 (Notices) of the General Conditions. *[If applicable, insert in the case of Warrants with fixed term:* A Rollover and an adjustment of the Current Strike as described above and in paragraph (6) below will not take place on the Rollover Date allocated to the respective [Expiration Date][●] of the Current Underlying if the [Expiration Date][●] of the Current Underlying falls on the Final Valuation Date of the Warrants. In this case the Cash Amount (Section 2 (1)) of the Issue Specific Conditions) of the Warrants shall be

Optionsscheinbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

[sofern Rollover anwendbar ist, einfügen:

- (4) *[Gegebenenfalls einfügen, falls die Optionsscheine eine festgelegte Laufzeit haben:* Vorbehaltlich von Satz 5 dieses Absatzes, wird der] [Der] Aktuelle Basiswert [wird] nachfolgend an jedem Rollovertag (Absatz (5)) durch den in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Futures Kontrakt mit dem Verfalltermin ersetzt (der "**Rollover**"), der in dem jeweils zeitlich nächsten der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Maßgeblichen [Verfallsmonate][Monate] (die "**Maßgeblichen [Verfallsmonate][Monate]**") liegt. Sollte zu diesem Zeitpunkt nach billigem Ermessen der Berechnungsstelle kein Futures Kontrakt existieren, dessen zugrunde liegenden Bedingungen oder maßgeblichen Kontrakteigenschaften mit denen des Aktuellen Basiswerts übereinstimmen, gilt § 12 (1) der Emissionsbezogenen Bedingungen entsprechend. Die Berechnungsstelle ist ferner berechtigt, die Maßgeblichen [Verfallsmonate][Monate] bei einer Änderung der für den Referenzmarkt hinsichtlich der [Verfallstermine][●] maßgeblichen Regularien anzupassen. Eine solche Anpassung wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht. *[Gegebenenfalls einfügen, falls die Optionsscheine eine festgelegte Laufzeit haben:* Ein Rollover und eine Anpassung des Aktuellen Basispreises, wie oben bzw. unten in Absatz (6) beschrieben, erfolgt nicht an dem Rollovertag, der dem entsprechenden [Verfalltermin][●] des

determined based on the [Underlying Price][Daily Settlement Price][•] for the Current Underlying on the [Expiration Date][•] and based on the Current Strike on the [Expiration Date][•].]

Aktuellen Basiswerts zugeordnet ist, sofern der [Verfalltermin][•] des Aktuellen Basiswerts auf den Finalen Bewertungstag der Optionsscheine fällt. Der Auszahlungsbetrag (§ 2 (1) der Emissionsbezogenen Bedingungen) der Wertpapiere wird in diesem Fall auf Grundlage [des][der] [Kursreferenz][Daily Settlement Price][•] des Aktuellen Basiswerts am [Verfalltermin][•] und auf Grundlage des am [Verfalltermin][•] maßgeblichen Aktuellen Basispreis ermittelt.]

- (5) The "**Rollover Date**" corresponds in each case [to the Rollover Date specified in Table 2 in the Annex to the Issue Specific Conditions][a Calculation Date determined by the Calculation Agent in its reasonable discretion prior to the [Expiration Date][•] that is relevant for the Current Underlying, however, at the earliest to the [•] Calculation Date prior to the [Expiration Date][•] that is relevant for the Current Underlying]. If according to the reasonable discretion of the Calculation Agent, insufficient liquidity in the Underlying or a comparable unusual market situation should exist on a Rollover Date at the Reference Market, the Calculation Agent has the right to determine a different Calculation Date as the Rollover Date. The Calculation Agent furthermore has the right, through an announcement in accordance with Section 6 (Notices) of the General Conditions stating the calendar day on which the change becomes effective and subject to a prior notice period of at least one month, to determine a Rollover Date differing from Table 2 in the Annex to the Issue Specific Conditions in its reasonable discretion. This is particularly the case when the rules affecting the determination of the Rollover Date are changed at the Reference Market.
- (6) The Current Strike is adjusted on the Rollover Date effective as of the Rollover Time (paragraph (7)) by rounding the result of the calculation below

- (5) Der "**Rollovertag**" entspricht jeweils [dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Rollovertag][einem von der Berechnungsstelle nach billigem Ermessen bestimmten Berechnungstag vor dem für den Aktuellen Basiswert maßgeblichen [Verfalltermin][•], frühestens aber dem [•]. Berechnungstag vor dem für den Aktuellen Basiswert maßgeblichen [Verfalltermin][•]]. Sollte an einem Rollovertag nach billigem Ermessen der Berechnungsstelle am Referenzmarkt mangelnde Liquidität im Basiswert oder eine vergleichbare ungewöhnliche Marktsituation bestehen, ist die Berechnungsstelle berechtigt, einen anderen Berechnungstag als Rollovertag festzulegen. Die Berechnungsstelle ist ferner berechtigt, durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Änderung wirksam wird, und unter Wahrung einer Frist von mindestens einem Monat einen von Tabelle 2 im Annex der Emissionsbezogenen Bedingungen abweichenden Rollovertag nach billigem Ermessen festzulegen. Dies gilt insbesondere dann, wenn an dem Referenzmarkt die Regularien, die Einfluss auf die Festlegung des Rollovertags haben, geändert werden.
- (6) Der Aktuelle Basispreis wird am Rollovertag mit Wirkung zum Rolloverzeitpunkt (Absatz (7)) angepasst, indem unmittelbar nach der Anpassung

commercially to the next multiple of the Strike Amount Rounding specified in Table 1 in the Annex to the Issue Specific Conditions immediately after the adjustment of the Current Strike on the Rollover Date in accordance with Section 3 (2) of the Issue Specific Conditions.

des Aktuellen Basispreises am Rollovertag gemäß § 3 (2) der Emissionsbezogenen Bedingungen das auf das nächste Vielfache des in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Basispreis-Rundungsbetrags in kaufmännischer Weise gerundete Ergebnis nachfolgender Berechnung als neuer Aktueller Basispreis festgelegt wird.

In the case of Turbo Long

im Fall von Turbo Long

$$Strike_{new} = Strike_{old} - (RP_{old} - Fee) + (RP_{new} + Fee)$$

$$Basispreis_{neu} = Basispreis_{alt} - (RK_{alt} - Fee) + (RK_{neu} + Fee)$$

in the case of Turbo Short

im Fall von Turbo Short

$$Strike_{new} = Strike_{old} - (RP_{old} + Fee) + (RP_{new} - Fee)$$

$$Basispreis_{neu} = Basispreis_{alt} - (RK_{alt} + Fee) + (RK_{neu} - Fee)$$

"Strike_{new}" corresponds to the Current Strike after the Rollover Date

"Basispreis_{neu}" entspricht dem Aktuellen Basispreis nach dem Rollovertag

"Strike_{old}" corresponds to the Current Strike adjusted on the Rollover Date in accordance with Section 3 (2) of the Issue Specific Conditions

"Basispreis_{alt}" entspricht dem gemäß § 3 (2) der Emissionsbezogenen Bedingungen am Rollovertag angepassten Aktuellen Basispreis

"RP_{old}" corresponds to the Rollover Price (paragraph (8)) for the Current Underlying prior to the Rollover

"RK_{alt}" entspricht dem Rolloverkurs (Absatz (8)) für den vor dem Rollover Aktuellen Basiswert

"RP_{new}" corresponds to the Rollover Price (paragraph (8)) for the Current Underlying after the Rollover

"RK_{neu}" entspricht dem Rolloverkurs (Absatz (8)) für den nach dem Rollover Aktuellen Basiswert

"Fee" corresponds to the Transaction Fee (paragraph (8)).

"Fee" entspricht der Transaktionsgebühr (Absatz (8)).

- (7) The "**Rollover Time**" is the time falling immediately after the determination and announcement of the Rollover Underlying Price (paragraph (8)) [or, if a Stop-Loss

- (7) Der "**Rolloverzeitpunkt**" entspricht dem Zeitpunkt, der unmittelbar der Bestimmung und der Veröffentlichung der Rollover Kursreferenz (Absatz (8)) folgt[, oder, falls

Event has occurred less than [three (3)][●] Observation Hours prior to the announcement and the publication of the Rollover Underlying Price, the time falling immediately after the determination of the Stop-Loss Reference Price] or, if later, the time at which the Underlying Price is announced and published.

(8) The "**Rollover Price**" is calculated and determined by the Calculation Agent in its reasonable discretion based on the Rollover Underlying Prices (as defined below) during the last [three (3)][●] scheduled trading hours prior to the time when the Underlying Price is usually calculated at the Reference Market. The Calculation Agent has the right in each case to adjust the relevant time window for the calculation and determination of the Rollover Price for all Futures Contracts in its reasonable discretion (for example, if the trading hours at the Reference Market change) through an announcement in accordance with Section 6 (Notices) of the General Conditions stating the calendar day on which the change becomes effective and subject to a prior notice period of at least one month, and the time window will not exceed [three (3)][●] hours in the case of such an adjustment.] The "**Rollover Underlying Prices**" correspond to the prices for the specified Underlying (including the official closing price) determined and published on the Rollover Date at the Reference Market. The "**Transaction Fee**" is determined by the Calculation Agent in its reasonable discretion based on the initial transaction fee specified in Table 2 in the Annex to the Issue Specific Conditions for one unit of the Underlying in the Reference Currency (the "**Initial Transaction Fee**"), however, based on no more than the maximum transaction fee specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Maximum Transaction Fee**"), and the number of units of the Underlying required for implementing the

ein Stop-Loss-Ereignis weniger als [drei (3)][●] Beobachtungsstunden vor der Bekanntgabe und Veröffentlichung der Rollover Kursreferenz eingetreten ist, dem Zeitpunkt, der unmittelbar der Bestimmung des Stop-Loss Referenzpreises folgt] oder, wenn später, dem Zeitpunkt, zu dem die Rollover Kursreferenz bekannt gemacht und veröffentlicht wird.

(8) Der "**Rolloverkurs**" wird von der Berechnungsstelle nach billigem Ermessen auf Grundlage der Rollover Kursreferenzen (wie nachfolgend definiert) während der letzten [drei (3)][●] vorgesehenen Handelsstunden vor dem Zeitpunkt, an dem die Kursreferenz üblicherweise an dem Referenzmarkt berechnet wird, ermittelt und festgestellt. Die Berechnungsstelle ist jeweils berechtigt, durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Änderung wirksam wird, und unter Wahrung einer Frist von mindestens einem Monat für alle Futures Kontrakte das für die Ermittlung und Feststellung des Rolloverkurses maßgebliche Zeitfenster nach billigem Ermessen anzupassen (beispielsweise im Falle einer Änderung der Handelszeiten an dem Referenzmarkt), wobei das Zeitfenster im Fall einer solchen Anpassung [drei (3)][●] Stunden nicht überschreiten wird.] Die "**Rollover Kursreferenzen**" entsprechen den am Referenzmarkt am Rollovertag festgestellten und veröffentlichten Kursen für den angegebenen Basiswert (einschließlich des offiziellen Schlusskurses). Die "**Transaktionsgebühr**" wird von der Berechnungsstelle nach billigem Ermessen auf Grundlage der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für eine Einheit des Basiswerts in der Referenzwährung festgelegten anfänglichen Transaktionsgebühr (die "**Anfängliche Transaktionsgebühr**"), maximal aber auf Grundlage der in der

Rollover. The adjustment of the Transaction Fee and the day on which the adjustment becomes effective are published in accordance with Section 6 (Notices) of the General Conditions.

Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen maximalen Transaktionsgebühr (die "**Maximale Transaktionsgebühr**"), und der für die Durchführung des Rollover notwendigen Anzahl der Einheiten des Basiswerts ermittelt. Die Anpassung der Transaktionsgebühr und der Tag des Wirksamwerdens der Anpassung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(9) Each reference in these Terms and Conditions to the Underlying at the respective stated point in time "**Current Underlying**" is deemed a reference to the Underlying with the Expiration Date that is relevant after implementing all Rollovers from the [First Observation Date][Initial Reference Date][●] until the stated point in time pursuant to the above rules.

(9) Jede Bezugnahme in diesen Optionsscheinbedingungen auf den zu dem jeweils angegebenen Zeitpunkt "**Aktuellen Basiswert**" gilt als Bezugnahme auf den Basiswert mit dem nach Durchführung aller Rollover vom [Ersten Beobachtungstag] [Anfänglichen Referenztag] [●] bis zu dem am angegebenen Zeitpunkt gemäß den vorstehenden Regelungen maßgeblichen Verfalltermin.

[(10)] If the Final Valuation Date in the sense of these Terms and Conditions falls on a Rollover Date pursuant to the above definition, the Cash Amount (Section 2 (1) of the Issue Specific Conditions) shall be determined based on the [Underlying Price][Daily Settlement Price][●] for the Current Underlying (prior to the Rollover) on the Rollover Date and based on the Current Strike on the Rollover Date prior to the adjustment pursuant to paragraph (6).]

[(10)] Fällt der Finale Bewertungstag im Sinne dieser Optionsscheinbedingungen auf einen Rollovertag gemäß der vorstehenden Definition, wird der Auszahlungsbetrag (§ 2 (1) der Emissionsbezogenen Bedingungen) auf Grundlage [des][der] [Kursreferenz][Daily Settlement Price][●] des Aktuellen Basiswerts (vor dem Rollover) am Rollovertag und auf Grundlage des am Rollovertag vor der Anpassung gemäß Absatz (6) Aktuellen Basispreises ermittelt.]]

[(4)][(10)][(11)] In the case of changes of conditions and/or relevant Contract characteristics underlying the Underlying as well as in the case of a replacement of the Underlying with another Futures Contract determined and exchange-listed by the Reference Market and, if applicable, also modified [●] (the "**Successor Value**"), the Calculation Agent reserves the right to replace the Underlying, if applicable, multiplied, if necessary, with an adjustment factor, in

[(4)][(10)][(11)] Bei Veränderungen der dem Basiswert zugrunde liegenden Bedingungen und/oder maßgeblichen Kontrakteigenschaften sowie im Fall der Ersetzung des Basiswerts durch einen anderen von dem Referenzmarkt bestimmten und börsennotierten, gegebenenfalls auch modifizierten [●] Futures Kontrakt (der "**Nachfolgewert**"), behält sich die Berechnungsstelle das Recht vor, den Basiswert zu ersetzen, gegebenenfalls multipliziert, falls

Issuer has the right, to terminate the Warrants extraordinarily through an announcement in accordance with Section 6 of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes the Option Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Warrant Holder in respect to each Warrant held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Warrant immediately prior to the occurrence of the event, which causes the Option Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions, taking into account the remaining time value. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Warrants with the Clearing System by the [fifth (5th)][●] Business Day after the Termination Date[, without the conditions

auch immer, nicht möglich, so ist die Emittentin berechtigt, die Optionsscheine außerordentlich durch Bekanntmachung gemäß § 6 der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Optionsscheininhaber bezüglich jedes von ihm gehaltenen Optionsscheins einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Optionsscheins unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Optionsrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, unter Berücksichtigung des verbleibenden Zeitwerts festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bei dem Clearing-System

in Section 7 (2) and (3) having to be fulfilled]. In the case of an extraordinary termination pursuant to paragraph (1), the declaration referred to in Section 7 [2] [(3)(a)(iv)] is deemed issued automatically.

- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Warrant Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees, or other charges, which are payable by the Warrant Holder, as aforesaid.]

veranlassen[, ohne dass es der Erfüllung der in § 7 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf]. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in § 7 [2] [(3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Optionsscheininhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Optionsscheininhaber gemäß vorstehendem Satz zu zahlen sind.]

4.2 General Conditions

2. General Conditions

Section 1 Status

The Warrants constitute direct, unsecured and unsubordinated obligations of the Issuer, which rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for those obligations that have priority according to mandatory law.

Section 2 Clearing System; Form

- (1) The Warrants shall be represented entirely by a global note pursuant to para. 24 lit b of the Austrian Depository Act, Federal Law Gazette No. 424/1969 as amended, which shall bear the signature of two persons authorised by the Issuer (the "**Global Note**").

The Global Note shall be deposited with OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Vienna, Austria (the "**Securities Depository**") for the clearing system OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Vienna, Austria, and/or the Issuer and/or any other agreed depository for any other clearing system (the "**Clearing System**").

The Warrants shall be transferable in accordance with applicable laws and regulations.

- (2) No single Warrants will be issued. The Issuer shall not be liable to issue definitive securities, save where mandatorily required by applicable statute

2. Allgemeine Bedingungen

§ 1 Status

Die Optionsscheine begründen unmittelbare, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin und haben untereinander und mit allen sonstigen gegenwärtigen und künftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin den gleichen Rang, ausgenommen solche Verbindlichkeiten, denen aufgrund zwingender gesetzlicher Vorschriften Vorrang zukommt.

§ 2 Clearing-System; Form

- (1) Die Optionsscheine werden zur Gänze in einer Sammelurkunde gemäß § 24 lit. b Depotgesetz, BGBl. Nr. 424/1969, in der jeweils gültigen Fassung dargestellt, welche die Unterschrift zweier unterschreibungsberechtigter Personen der Emittentin tragen (die "**Sammelurkunde**").

Die Sammelurkunde wird bei der OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Wien, Österreich (die "**Verwahrstelle**") für das Clearing-System OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Wien, Österreich, und/oder der Emittentin und/oder jeder anderen vereinbarten Verwahrstelle für jedes andere Clearing-System (das "**Clearing-System**") hinterlegt.

Die Optionsscheine sind gemäß den anwendbaren Gesetzen und Regelungen übertragbar.

- (2) Es werden keine Einzelurkunden ausgegeben. Ein Anspruch auf Ausfolgung von effektiven Stücken besteht nicht, ausgenommen soweit

or the regulations of the Clearing System.

gesetzlich oder gemäß den Regeln des Clearing-Systems zwingend vorgeschrieben.

Section 3

Calculation Agent and Paying Agent

- (1) Erste Group Bank AG, Am Belvedere 1, A-1100 Vienna, Austria is acting as calculation agent (the "**Calculation Agent**") and paying agent (the "**Paying Agent**") (each an "**Agent**", together the "**Agents**"). The Issuer has the right at any time to replace an Agent with a different bank or – to the extent that permitted by law – with a financial services institution with registered seat in one of the member states of the European Union, to appoint one or several additional Agents and to revoke their appointment. The replacement, appointment, and revocation will be announced in accordance with Section 6 (Notices) of the General Conditions.
- (2) Each Agent has the right at all times to resign from its office as Agent. The resignation becomes effective only upon appointment of a different bank or – to the extent that permitted by law – a financial services institution with registered seat in one of the member states of the European Union as successor of the respective Agent. Resignation and appointment are announced in accordance with Section 6 (Notices) of these General Conditions.
- (3) Each Agent acts exclusively as vicarious agent of the Issuer and has no duties whatsoever towards the Warrant Holders.
- (4) Neither the Issuer nor any Agent is required to verify the authorisation of those submitting Warrants.

§ 3

Berechnungsstelle und Zahlstelle

- (1) Erste Group Bank AG, Am Belvedere 1, A-1100 Wien, Österreich ist die Berechnungsstelle (die "**Berechnungsstelle**") und die Zahlstelle (die "**Zahlstelle**") (jeweils die "**Beauftragte**", zusammen die "**Beauftragten**"). Die Emittentin ist berechtigt, jederzeit die Beauftragten durch eine andere Bank oder – soweit gesetzlich zulässig – durch ein Finanzdienstleistungsinstitut mit Sitz in einem der Mitgliedstaaten der Europäischen Union zu ersetzen, eine oder mehrere zusätzliche Beauftragte zu bestellen und deren Bestellung zu widerrufen. Ersetzung, Bestellung und Widerruf werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (2) Jede Beauftragte ist berechtigt, jederzeit ihr Amt als Beauftragte niederzulegen. Die Niederlegung wird nur wirksam mit der Bestellung einer anderen Bank oder – soweit gesetzlich zulässig – durch ein Finanzdienstleistungsinstitut mit Sitz in einem der Mitgliedstaaten der Europäischen Union zur Beauftragten durch die Emittentin. Niederlegung und Bestellung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (3) Jede Beauftragte handelt ausschließlich als Erfüllungsgehilfe der Emittentin und hat keinerlei Pflichten gegenüber den Optionsscheininhabern.
- (4) Weder die Emittentin noch die Beauftragten sind verpflichtet, die Berechtigung der Einreicher von Optionsscheinen zu prüfen.

Section 4
Further Issues; Purchases and
Cancellation

- (1) The Issuer shall be entitled to issue at any time further Warrants with the same conditions which may be consolidated with the Warrants and which together shall form a single series of Warrants, increasing their number. The term "Warrants" shall in the case of such further issues include such additional Warrants.
- (2) The Issuer shall be entitled to repurchase at any time Warrants at and/or outside of an exchange at any price. The Issuer shall not be liable to notify the Warrant Holders of such repurchase. The repurchased Warrants may be cancelled, held, sold or used by the Issuer in any other way.

Section 5
Binding Determinations; Amendments to Terms
and Conditions; Termination in the case
of errors

- (1) Determinations, calculations and other decisions of the Issuer shall, in the absence of manifest error, be binding on all involved parties.
- (2) The Issuer has the right and, if the amendment is advantageous for the Warrant Holder, the obligation after becoming aware of obvious spelling and calculation errors in these Terms and Conditions to amend these without the consent of the Warrant Holders in the Tables as contained in the Issue Specific Conditions as well as in the provisions regarding the determination of the Cash Amount. An error is obvious if it is recognizable for an investor, who has competent knowledge about the relevant type of Warrants, particularly taking into account the Initial Issue Price as specified

§ 4
Aufstockungen; Rückkauf und
Entwertung

- (1) Die Emittentin ist berechtigt, jederzeit weitere Optionsscheine mit gleicher Ausstattung zu begeben, sodass sie mit den Optionsscheinen zusammengefasst werden, eine einheitliche Emission mit ihnen bilden und ihre Anzahl erhöhen. Der Begriff "Optionsschein" umfasst im Fall einer solchen Aufstockung auch solche zusätzlich begebenen Optionsscheine.
- (2) Die Emittentin ist berechtigt, jederzeit Optionsscheine über die Börse oder durch außerbörsliche Geschäfte zu einem beliebigen Preis zurück zu erwerben. Die Emittentin ist nicht verpflichtet, die Optionsscheininhaber davon zu unterrichten. Die zurückerworbenen Optionsscheine können entwertet, gehalten, weiterveräußert oder von der Emittentin in anderer Weise verwendet werden.

§ 5
Bindende Festlegungen; Korrektur der
Optionsscheinbedingungen; Kündigung im Fall
von Irrtümern

- (1) Festlegungen, Berechnungen oder sonstige Entscheidungen der Emittentin sind, sofern kein offensichtlicher Fehler vorliegt, für alle Beteiligten bindend.
- (2) Die Emittentin ist berechtigt, und im Fall, dass die Berichtigung für den Optionsscheininhaber vorteilhaft ist, nach Kenntniserlangung verpflichtet, in diesen Optionsscheinbedingungen ohne Zustimmung der Optionsscheininhaber offensichtliche Schreib- und Rechenfehler in den Tabellen der Emissionsbezogenen Bedingungen sowie in den Vorschriften zur Ermittlung des Auszahlungsbetrags zu berichtigen. Ein Fehler ist dann offensichtlich, wenn er für einen Anleger, der hinsichtlich der jeweiligen Art von Optionsscheinen sachkundig ist, insbesondere unter

in Table 1 in the Annex to the Issue Specific Conditions and the other value-determining factors of the Warrants. In order to determine the obviousness and the relevant understanding of a knowledgeable investor, the Issuer may involve an independent expert. Corrections to these Terms and Conditions are published in accordance with Section 6 (Notices) of these General Conditions.

(3) The Issuer has the right to amend any contradictory provisions in these Terms and Conditions without the consent of the Warrant Holders. The change may only serve to clear up the contradiction and not lead to any other changes to the Terms and Conditions. Furthermore, the Issuer has the right to supplement provisions containing gaps in these Terms and Conditions without the consent of the Warrant Holders. The supplementation may serve only to fill the gap in the provision and may not lead to any other changes to the Terms and Conditions. Changes pursuant to sentence 1 and supplementations pursuant to sentence 3 are permitted only, if they are reasonable for the Warrant Holder taking into account the economic purpose of the Terms and Conditions, particularly if they do not have a material adverse effect on the interests of the Warrant Holders. Changes or supplementations of these Terms and Conditions are published in accordance with Section 6 (Notices) of these General Conditions.

(4) In the case of an amendment pursuant to paragraph (2) or change or

Berücksichtigung des in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Ausgabepreises und der weiteren wertbestimmenden Faktoren des Optionsscheins erkennbar ist. Zur Feststellung der Offensichtlichkeit und des für die Berichtigung maßgeblichen Verständnisses eines sachkundigen Anlegers kann die Emittentin einen Sachverständigen hinzuziehen. Berichtigungen dieser Optionsscheinbedingungen werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(3) Die Emittentin ist berechtigt, in diesen Optionsscheinbedingungen ohne Zustimmung der Optionsscheininhaber widersprüchliche Bestimmungen zu ändern. Die Änderung darf nur der Auflösung des Widerspruchs dienen und keine sonstigen Änderungen der Optionsscheinbedingungen zur Folge haben. Die Emittentin ist zudem berechtigt, in diesen Optionsscheinbedingungen ohne Zustimmung der Optionsscheininhaber lückenhafte Bestimmungen zu ergänzen. Die Ergänzung darf nur der Ausfüllung der Lücke dienen und keine sonstigen Änderungen der Optionsscheinbedingungen zur Folge haben. Änderungen gemäß Satz 1 und Ergänzungen gemäß Satz 3 sind nur zulässig, sofern sie unter Berücksichtigung des wirtschaftlichen Zwecks der Optionsscheinbedingungen für den Optionsscheininhaber zumutbar sind, insbesondere wenn sie die Interessen der Optionsscheininhaber nicht wesentlich nachteilig beeinträchtigen. Änderungen bzw. Ergänzungen dieser Optionsscheinbedingungen werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(4) Im Fall einer Berichtigung gemäß Absatz (2) oder Änderung bzw.

supplementation pursuant to paragraph (3), the Warrant Holder may terminate the Warrants within four weeks after the notification of the correction or change or supplementation with immediate effect by written termination notice to the Paying Agent, if as a consequence of the correction or change or supplementation, the content or scope of the Issuer's performance obligation changes in a manner that is not foreseeable for the Warrant Holder and detrimental for it. The Issuer will inform the Warrant Holder in the notification pursuant to paragraph (2) or paragraph (3) about the potential termination right including the election right of the Warrant Holder regarding the Termination Amount. Termination date for purposes of this paragraph (4) (the "**Correction Termination Date**") is the date on which the Paying Agent receives the termination notice. An effective exercise of the termination by the Warrant Holder requires receipt of a termination statement signed with legally-binding effect, which contains the following information: (i) name of the Warrant Holder, (ii) designation and number of Warrants to be terminated, and (iii) designation of a suitable bank account to which the Termination Amount is to be credited.

(5) To the extent that a correction pursuant to paragraph (2) or change or supplementation pursuant to paragraph (3) is out of the question, both the Issuer and each Warrant Holder may terminate the Warrants, if the preconditions of a contestation in accordance with Section 871 *et seq.* Austrian General Civil Code (ABGB) exist vis-à-vis the respective Warrant Holders or vis-à-vis the Issuer. The Issuer may

Ergänzung gemäß Absatz (3), kann der Optionsscheininhaber die Optionsscheine innerhalb von vier Wochen nach Bekanntgabe der Berichtigung oder Änderung bzw. Ergänzung mit sofortiger Wirkung durch schriftliche Kündigungserklärung gegenüber der Zahlstelle kündigen, sofern sich durch die Berichtigung oder Änderung bzw. Ergänzung der Inhalt oder Umfang der Leistungspflichten der Emittentin in einer für den Optionsscheininhaber nicht vorhersehbaren, für ihn nachteiligen Weise ändert. Die Emittentin wird die Optionsscheininhaber in der Bekanntmachung nach Absatz (2) bzw. Absatz (3) auf das potentielle Kündigungsrecht inklusive der Wahlmöglichkeit des Optionsscheininhabers hinsichtlich des Kündigungsbetrags hinweisen. Kündigungstermin im Sinn dieses Absatz (4) (der "**Berichtigungs-Kündigungstermin**") ist der Tag, an dem die Kündigung der Zahlstelle zugeht. Eine wirksame Ausübung der Kündigung durch den Optionsscheininhaber erfordert den Zugang einer rechtsverbindlich unterzeichneten Kündigungserklärung, welche die folgenden Angaben enthält: (i) Namen des Optionsscheininhabers, (ii) die Bezeichnung und die Anzahl der Optionsscheine, die gekündigt werden, und (iii) die Angabe eines geeigneten Bankkontos, auf das der Kündigungsbetrag gutgeschrieben werden soll.

(5) Soweit eine Berichtigung gemäß Absatz (2) oder Änderung bzw. Ergänzung gemäß Absatz (3) nicht in Betracht kommt, können sowohl die Emittentin als auch jeder Optionsscheininhaber die Optionsscheine kündigen, wenn die Voraussetzungen für eine Anfechtung gemäß §§ 871 ff. ABGB gegenüber den jeweiligen Optionsscheininhabern bzw. gegenüber der Emittentin vorliegen. Die

terminate the Warrants in their entirety, but not partially, through a notice in accordance with Section 6 (Notices) of the General Conditions to the Warrant Holders; the termination must contain information about the Warrant Holder's election right regarding the Termination Amount. The Warrant Holder may terminate the Warrants vis-à-vis the Issuer by the Paying Agent receiving its termination notice; regarding the content of the termination notice, the rule of paragraph (4) sentence 4 applies accordingly. The termination by a Warrant Holder does not have any effect vis-à-vis the other Warrant Holders. The Termination Date in the sense of this paragraph (5) (the "**Error Termination Date**") is, in the case of a termination by the Issuer, the date on which the respective notice to the Holders in accordance with Section 6 (Notices) of the General Conditions is made or, in the case of a termination by the Warrant Holder, the date on which the Paying Agent receives the termination notice. The termination must occur without undue delay after the party entitled to terminate has become aware of the cause for termination.

- (6) In the case of an effective termination pursuant to paragraph (4) or paragraph (5), the Issuer will pay a Termination Amount to the Warrant Holders. The termination amount (the "**Termination Amount**") corresponds to either (i) the most recently determined market price of a Warrant (as defined below) determined by the Calculation Agent or (ii) upon request of the Warrant Holder, the purchase price paid by the Warrant Holder when acquiring the Warrant, if he documents it to the Paying Agent.

Emittentin kann die Optionsscheine insgesamt, jedoch nicht teilweise durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen gegenüber den Optionsscheininhabern kündigen; die Kündigung muss einen Hinweis auf die Wahlmöglichkeit des Optionsscheininhabers hinsichtlich des Kündigungsbetrags enthalten. Der Optionsscheininhaber kann die Optionsscheine gegenüber der Emittentin kündigen, indem seine Kündigungserklärung der Zahlstelle zugeht; hinsichtlich des Inhalts der Kündigungserklärung gilt die Regelung von Absatz (4) Satz 4 entsprechend. Die Kündigung eines Optionsscheininhabers entfaltet keine Wirkung gegenüber den anderen Optionsscheininhabern. Der Kündigungstermin im Sinn dieses Absatz (5) (der "**Irrtums-Kündigungstermin**") ist im Fall der Kündigung durch die Emittentin der Tag, an dem die Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen erfolgt ist, bzw. im Fall der Kündigung durch den Optionsscheininhaber der Tag, an dem die Kündigungserklärung der Zahlstelle zugeht. Die Kündigung hat unverzüglich zu erfolgen, nachdem der zur Kündigung Berechtigte von dem Kündigungsgrund Kenntnis erlangt hat.

- (6) Im Falle einer wirksamen Kündigung gemäß Absatz (4) oder Absatz (5) wird die Emittentin an die Optionsscheininhaber einen Kündigungsbetrag zahlen. Der Kündigungsbetrag (der "**Kündigungsbetrag**") entspricht entweder (i) dem von der Berechnungsstelle zuletzt festgestellten Marktpreis eines Optionsscheins (wie nachstehend definiert) oder (ii) auf Verlangen des Optionsscheininhabers dem von dem Optionsscheininhaber bei Erwerb des Optionsscheins gezahlten Kaufpreis, sofern er diesen gegenüber der Zahlstelle nachweist.

The Issuer will transfer the Termination Amount within three (3) Business Days after the Termination Date to the Clearing System for credit to the accounts of the depositors of the Warrants or in the case of a termination by the Warrant Holder to the account stated in the termination notice. If the Warrant Holder demands repayment of the paid purchase price after the Termination Date, the amount of the difference, by which the purchase price exceeds the Market Price, is transferred subsequently. The rules of Section 9 of the Issue Specific Conditions concerning the payment terms apply accordingly. By payment of the Termination Amount, all rights of the Warrant Holders from the terminated Warrants lapse. This leaves any further claims of the Warrant Holder for compensation.

If the Warrants are listed on an exchange the Market Price (the "**Market Price**") of the Warrants corresponds to the arithmetic mean of the cash settlement prices (*Kassakurse*), which were published on the three (3) Business Days immediately preceding the Correction Termination Date or the Error Termination Date (each a "**Termination Date**") at the Relevant Exchange as specified in Table 1 in the Annex to the Issue Specific Conditions in the Final Terms (the "**Relevant Exchange**"). If a Market Disruption Event pursuant to Section 11 of the Issue Specific Conditions occurred on any of these Business Days, the cash settlement price on that day is not taken into account when determining the arithmetic mean. If no cash settlement prices were published on all three (3) Business Days or a Market Disruption Event pursuant to Section 11 of the Issue Specific Conditions existed on all of those days, the Market Price corresponds to an

Die Emittentin wird den Kündigungsbetrag innerhalb von drei (3) Bankgeschäftstagen nach dem Kündigungstermin an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Optionsscheine bzw. im Fall der Kündigung durch den Optionsscheininhaber auf das in der Kündigungserklärung angegebene Konto überweisen. Wenn der Optionsscheininhaber die Rückzahlung des gezahlten Kaufpreises nach dem Kündigungstermin verlangt, wird der Differenzbetrag, um den der Kaufpreis den Marktpreis übersteigt, nachträglich überwiesen. Die Regelungen des § 9 der Emissionsbezogenen Bedingungen hinsichtlich der Zahlungsmodalitäten gelten entsprechend. Mit Zahlung des Kündigungsbetrags erlöschen alle Rechte der Optionsscheininhaber aus den gekündigten Optionsscheinen. Davon unberührt bleiben alle weiteren Ansprüche des Optionsscheininhabers auf Ersatz eines etwaigen Vertrauensschadens.

Im Fall von Optionsscheinen, die an einer Börse gelistet sind, entspricht der Marktpreis (der "**Marktpreis**") der Optionsscheine dem arithmetischen Mittel der Kassakurse, die an den drei (3) Bankgeschäftstagen, die dem Berichtigungs-Kündigungstermin bzw. dem Irrtums-Kündigungstermin (jeweils ein "**Kündigungstermin**") unmittelbar vorangegangen sind, an der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen in den Endgültigen Bedingungen festgelegten Maßgeblichen Börse (die "**Maßgebliche Börse**") veröffentlicht wurden. Falls an einem dieser Bankgeschäftstage ein Marktstörungsereignis im Sinn des § 11 der Emissionsbezogenen Bedingungen vorlag, wird der Kassakurs an diesem Tag bei der Ermittlung des arithmetischen Mittels nicht berücksichtigt. Falls an allen drei (3) Bankgeschäftstagen keine Kassakurse veröffentlicht wurden oder an allen

amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Termination Date.

If the Warrants are not listed on an exchange the Market Price (the "**Market Price**") of the Warrants corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Correction Termination Date or the Error Termination Date (each a "**Termination Date**").

diesen Tagen ein Marktstörungsereignis im Sinn des § 11 der Emissionsbezogenen Bedingungen vorlag, entspricht der Marktpreis einem Betrag, der von der Berechnungsstelle nach billigem Ermessen unter Berücksichtigung der an dem Bankgeschäftstag unmittelbar vor dem Kündigungstermin herrschenden Marktbedingungen bestimmt wird.

Im Fall von Optionsscheinen, die nicht an einer Börse gelistet sind, entspricht der Marktpreis (der "**Marktpreis**") der Optionsscheine einem Betrag, der von der Berechnungsstelle nach billigem Ermessen unter Berücksichtigung der an dem Bankgeschäftstag unmittelbar vor dem Berichtigungs-Kündigungstermin bzw. dem Irrtums-Kündigungstermin (jeweils ein "**Kündigungstermin**") herrschenden Marktbedingungen bestimmt wird.

Section 6
Notices

- (1) All notices, publications and announcements concerning the Warrants shall be made at the option of the Issuer at such place and such manner as specified in Table 2 in the Annex to the Issue Specific Conditions or, to the extent permitted, on the homepage of the Issuer or by written notification of the Warrant Holders.
- (2) Insofar as these Terms and Conditions do not provide otherwise, such notices shall be for information purposes only and shall not constitute conditions for validity.

Section 7
Limitations; Governing Law; Place of Performance; Jurisdiction; Language

- (1) Claims for payment in respect of principal shall be prescribed and become void

§ 6
Bekanntmachungen

- (1) Alle Bekanntmachungen, welche die Optionsscheine betreffen, erfolgen nach Wahl der Emittentin rechtsgültig an jener Stelle und auf jene Weise, die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegeben sind, oder, soweit zulässig, auf der Homepage der Emittentin oder durch schriftliche Benachrichtigung der Optionsscheininhaber.
- (2) Sofern in diesen Optionsscheinbedingungen nichts anderes vorgesehen ist, dienen diese Bekanntmachungen nur zur Information und stellen keine Bedingungen für die Gültigkeit dar.

§ 7
Verjährung; Anwendbares Recht; Erfüllungsort; Gerichtsstand; Sprache

- (1) Der Anspruch auf Zahlungen aus fälligem Kapital verjährt nach dreißig Jahren ab

- unless made within thirty years after they became due.
- (2) Form and content of the Warrants as well as all rights and obligations from matters governed in the Terms and Conditions are determined in every respect by the laws of Austria.
- (3) Vienna, Austria, shall be place of performance.
- (4) To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Warrant Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.
- (5) If all or part of any provision of the Terms and Conditions should be or become ineffective, the remaining provisions will remain in effect. The ineffective provision shall be replaced with an effective provision, which resembles the economic purposes of the ineffective provision as closely as legally possible.
- (6) For the Warrants, the language specified as binding in Table 1 in the Annex to the Issue Specific Conditions shall constitute the binding version of Conditions. If specified in Table 1 in the Annex to the Issue Specific Conditions in the Final Terms, the other language version shall be a non-binding translation of these Terms and Conditions.
- Fälligkeit.
- (2) Form und Inhalt der Optionsscheine sowie alle Rechte und Pflichten aus den in diesen Optionsscheinbedingungen geregelten Angelegenheiten bestimmen sich in jeder Hinsicht nach dem österreichischem Recht.
- (3) Erfüllungsort ist Wien, Österreich.
- (4) Ausschließlicher Gerichtsstand ist, soweit rechtlich zulässig, das für Wien, Innere Stadt, zuständige Gericht, wobei sich die Emittentin jedoch vorbehält, eine Klage bei einem ansonsten zuständigen Gericht einzubringen. Die Gerichtsstandsvereinbarung beschränkt nicht das Recht eines Optionsscheininhabers, wenn und soweit durch anwendbare Gesetze angeordnet, Verfahren vor einem Verbrauchergerichtsstand anzustrengen.
- (5) Sollte eine Bestimmung dieser Optionsscheinbedingungen ganz oder teilweise unwirksam sein oder werden, so bleiben die übrigen Bestimmungen wirksam. Die unwirksame Bestimmung ist durch eine wirksame Bestimmung zu ersetzen, die den wirtschaftlichen Zwecken der unwirksamen Bestimmung so weit wie rechtlich möglich Rechnung trägt.
- (6) Für die Optionsscheine ist die in der bindenden Sprache gemäß Tabelle 1 im Annex der Emissionsbezogenen Bedingungen abgefasste Version der Bedingungen maßgeblich. Wenn in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen der Endgültigen Bedingungen vorgesehen, ist die andere Sprache als unverbindliche Übersetzung dieser Optionsscheinbedingungen anzusehen.

5. ERSTE GROUP BANK AG

5.1 INTRODUCTION

Erste Group Bank AG ("**Erste Group Bank**") is registered as a joint-stock corporation (*Aktiengesellschaft*) in the Austrian companies register (*Firmenbuch*) at the Vienna commercial court (*Handelsgericht Wien*) and has the registration number FN 33209 m. Its commercial name is "Erste Group". The registered office of Erste Group Bank is Am Belvedere 1, A-1100 Vienna, Austria, and its telephone number is +43-50100-0.

The legal predecessor of Erste Group Bank was established in 1819 as an association savings bank (*Vereinssparkasse*) under the name "Verein der Ersten österreichischen Spar-Casse" and was the first savings bank in Austria. It was subsequently renamed "DIE ERSTE österreichische Spar-Casse-Bank" and transferred its banking business into a stock corporation with the name "DIE ERSTE österreichische Spar-Casse Bank Aktiengesellschaft" ("**Die Erste**") in 1993. Die Erste changed its name to "Erste Bank der oesterreichischen Sparkassen AG" in October 1997, following the merger of GiroCredit Bank Aktiengesellschaft der Sparkassen (GiroCredit) and Die Erste, which resulted in the creation of the then second largest banking group in Austria. In August 2008, the Austrian retail and small and medium sized enterprises ("**SME**") banking activities of Erste Group Bank were de-merged and continued to operate under the name Erste Bank der oesterreichischen Sparkassen AG ("**Erste Bank Oesterreich**"), while the parent company changed its name to "Erste Group Bank AG". Erste Group Bank operates as the parent company and remains the sole company of Erste Group listed on stock exchanges in the EEA.

5.2 BACKGROUND

"**Erste Group**" consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in Slovakia, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia, and, in Austria, savings banks of the Haftungsverbund (see "*Haftungsverbund*"), s-Bausparkasse, Erste Group Immorent AG, and others.

Erste Group is a leading banking group focused on retail and SME customers in Austria and Central and Eastern Europe ("**CEE**"). Erste Group offers its 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. Erste Group is among the leading banking groups in Austria, the Czech Republic, Romania and Slovakia by assets, total loans and total deposits, and has further operations in Hungary, Croatia and Serbia. Erste Group serves approximately 15.9 million customers across Austria and its core CEE markets through a region-wide network of approximately 2,650 branches. As of 31 December 2016, Erste Group had 47,034 employees (full-time equivalents) worldwide (of which 1,825 (full-time equivalents) were employed by Erste Group Bank in Austria). Erste Group Bank is also the central institution (*Zentralinstitut*) of the Austrian Savings Banks Sector. As of 31 December 2016, Erste Group had EUR 208.2 billion in total assets.

5.3 SHARE CAPITAL OF ERSTE GROUP BANK

As of the date of this Prospectus, the total nominal share capital of Erste Group Bank amounted to EUR 859,600,000, divided into 429,800,000 no-par value voting bearer shares (ordinary shares) and remained unchanged since 31 December 2016.

Erste Group Bank's shares are listed and officially traded (*Amtlicher Handel*) on the Vienna Stock Exchange, the Prague Stock Exchange and the Bucharest Stock Exchange.

5.4 BUSINESS OVERVIEW

Strategy

Erste Group aims to be the leading retail and corporate credit institution in the eastern part of the European Union, including Austria. To achieve this goal, Erste Group aims to lend responsibly, provide a safe harbour for deposits and in general support all its customers with financial advice and solutions in achieving their financial goals, be they retail, corporate or public-sector customers. In this respect, digital innovations are playing an increasingly important role.

As a result of the financial and economic crisis, credit institutions today operate in a new and substantially tougher regulatory framework. At the same time, Erste Group is confronted with a very difficult environment: with persistently low interest rates and no political support for the task of promoting economic growth in the credit institution's region.

In all of its core markets in the eastern part of the European Union, Erste Group aims to pursue a balanced business model focused on providing suitable banking services to each of its customers. Sustainability is reflected in the credit institution's current ability to fund customer loans entirely by customer deposits, with most customer deposits being stable retail deposits. The banking business, however, should not only be run profitably, but should also reflect its corporate responsibility towards all material stakeholders, in particular customers, employees, society and the environment. Therefore, Erste Group aims to pursue banking business in a socially responsible manner and aims to earn a premium on the cost of capital.

Long-standing tradition in customer banking

Erste Group has been active in the retail business since 1819. This is where the largest part of Erste Group's capital is tied up, where Erste Group generates most of its income, and funds the overwhelming part of its core activities by drawing on its customers' deposits. The retail business represents Erste Group's strength and its top priority when developing products such as modern digital banking that enable Erste Group to meet its customers' expectations more effectively.

Offering understandable products and services that meet the individual needs and objectives of the credit institution customers at attractive terms is important to building and maintaining strong long-term customer relationships. Today, Erste Group serves a total of about 16 million retail customers in its core markets. Erste Group's core activities also include advisory services and support for its corporate customers with regard to financing, investment, hedging activities and access to international capital markets. Public sector funding through investing parts of the credit institution's liquidity in infrastructure projects as well as through acquiring sovereign bonds issued in its region are also part of the business. To meet the short-term liquidity management needs of the customer business, Erste Group also operates in the interbank market.

Core markets in the eastern part of the European Union

When Erste Group went public as an Austrian savings bank with no meaningful foreign presence in 1997, it defined its target region as consisting of Austria and the part of Central and Eastern Europe that had realistic prospects of joining the European Union. The aim was to benefit from the growth prospects in these countries. Against the backdrop of emerging European integration and limited potential for growth in Austria, Erste Group acquired savings banks and financial institutions in countries adjacent to Austria from the late 1990s onwards. While the financial and economic crisis has slowed the economic catching-up process across the countries of Central and Eastern Europe, the underlying convergence trend continues unabated. This part of Europe offered and still offers the best structural and therefore long-term growth prospects.

Today, Erste Group has an extensive presence in its core markets of Austria, the Czech Republic, Slovakia, Romania, Hungary and Croatia – all of which are members of the European Union. Following significant investments in its subsidiaries, Erste Group holds considerable market positions in these countries. In Serbia, which has been assigned European Union candidate status, Erste Group maintains a minor market presence, but one that may be expanded through acquisitions or organic growth as the country makes progress towards European Union integration. In addition to its core markets, Erste Group also holds direct and

indirect majority and minority banking participations in Slovenia, Montenegro, Bosnia and Herzegovina, Macedonia and Moldova.

Growing importance of innovation and digitalisation

The pace of digital transformation has accelerated considerably as a result of technological changes, demographic developments and also regulatory interventions in recent years. As a result, customer behaviour and customer expectations – and not merely that of technically-oriented customers – towards financial products have changed significantly. Erste Group is convinced that the digital banking business will continue to gain in importance and will be essential for the economic success in the long term. To this end, Erste Group has been focusing on digital innovation since 2012. Intra-group, interdisciplinary teams develop innovative solutions.

Erste Group's digital strategy is based on its own digital ecosystem. It aims at providing customers access to personalised products from Erste Group and also third-party suppliers through application programming interfaces ("**APIs**") in the secure IT environment of a financial platform. APIs allow a wide range of co-operations, whether with FinTechs or across industries, and can therefore help open up new markets.

The digital platform George was implemented in Austria in 2015. The successive introduction in all core countries will start with the launch in the Czech Republic, Slovakia and Romania in 2017. George is supplemented by the mobile application George Go. The range of digitally available products and services is constantly being expanded. Customers can activate applications of Erste Group or third parties via plug-ins and use them to manage their finances.

The omni-channel approach of Erste Group integrates the various sales and communication channels. Customers decide on how, when and where they do their banking business. The newly established contact centers serve as interface between digital banking and traditional branch business. The contact centers offer advice and sales, thus go far beyond the traditional help desk function.

Focus on sustainability and profitability

Earning a premium on the cost of capital in a socially responsible manner and for the benefit of all stakeholders is a key prerequisite for the long-term survival of any company or credit institution. For only a sustainably operating and profitable credit institution can achieve the following: (i) provide products and services to customers that support them in achieving their long-term financial goals; (ii) deliver the foundation for share price appreciation as well as dividend and coupon payments to investors; (iii) create a stable and rewarding work environment for employees; and (iv) be a reliable contributor of tax revenues to society at large.

The Issuer's Management Board adopted a statement of purpose to reaffirm and state in more detail the purpose of Erste Group to promote and secure prosperity across the region. Building on this statement of purpose, a code of conduct defines binding rules of the day-to-day business for the employees and the members of both the Issuer's Management and Supervisory Board. At the same time, the code of conduct underlines that in pursuing its business activities, Erste Group values responsibility, respect and sustainability. The code of conduct is an important tool to preserve the reputation of Erste Group and to strengthen stakeholder confidence. Sustainability in this context means to operate the core business both in a socially and environmentally responsible manner and economically successful.

Through a combination of stable revenues, low loan loss provisions, and cost efficiency profits can be achieved in the long term. This is helped by a strong retail-based funding profile. When growth opportunities are elusive, as they will be from time to time, or the market environment is less favourable as a result of factors including high taxation, increased regulation or low interest rates, there will be a stronger focus on cost cutting. When the operating environment improves, more time will be devoted to capturing growth in a responsible way. Irrespective of the environment, Erste Group should benefit materially from operating in the region of Europe that offers the best structural growth opportunities for some time to come.

Relationship with Austrian Savings Banks

The Austrian Savings Banks Sector comprises all savings banks in Austria except for UniCredit Bank Austria AG, which is legally organised as a savings bank and participates in the savings

banks deposit insurance system. The Sparkassen-Prüfungsverband, Vienna, is the statutory auditor of the savings banks.

The BWG requires savings banks to maintain with Erste Group Bank, as the central institution (*Zentralinstitut*) of the savings bank group, a specified amount of their savings deposits and other Euro deposits (so-called "liquidity reserve"). Following a legal change, the savings banks are allowed to keep their liquidity reserves with credit institutions other than the relevant central institution.

Erste Group Bank provides a wide range of services and products to the savings banks and their customers. These services and products include syndication services, risk management advice, support in legal matters, retail mortgage, investment fund products, portfolio and asset management services, as well as securities-related services and a common IT platform and a common management reporting system.

Haftungsverbund

In 2002, the *Haftungsverbund* was formed pursuant to the *Grundsatzvereinbarung* among the majority of the member banks in the Austrian Savings Banks Sector (so-called "Haftungsverbund 1"). The *Haftungsverbund 1*, as an integral part of the joint marketing strategy and co-operation of the Austrian Savings Banks Sector, is based on three pillars:

- A uniform business and market policy, including, inter alia, joint product development and centralisation of processing functions, a uniform risk policy (including standardised credit risk classification), coordinated liquidity management and common standards of control;
- a joint early-warning system designed to identify financial difficulties at member savings banks at an early stage, which also provides support mechanisms, including intervention in management to prevent such member savings banks from becoming insolvent; and
- a cross-guarantee for certain liabilities of member savings banks.

In 2007 and 2008, Erste Group Bank entered into further agreements, including a (first) supplementary agreement (*Zusatzvereinbarung*), with all members of the Austrian Savings Banks Sector (except for Allgemeine Sparkasse Oberösterreich) (so-called "Haftungsverbund 2"). These agreements confer on Erste Group Bank, on a contractual basis, the possibility to exercise a controlling influence over these savings banks. They were approved by the Austrian competition authority (*Bundswettbewerbsbehörde*) as mergers (*Zusammenschluss*) within the meaning of the Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings (*EC Merger Regulation*) and the Austrian Cartel Act (*Kartellgesetz*). These mergers are designed to further strengthen the group's unity and performance, in particular by taking a joint approach in the development of common management information and control systems and integration of central functions. The Steering Company participates, inter alia, in appointing members of the management board of Erste Group, approves the annual budget and investment plans and approves the general business policy principles of the shareholders.

In 2013, Erste Group Bank entered into a further (second) agreement (*Zweite Zusatzvereinbarung*) with all members of the Austrian Savings Banks Sector (including Allgemeine Sparkasse Oberösterreich) (so-called "Haftungsverbund 3"). The aim of the amendment, which entered into force on 1 January 2014, is the intensification of the group steering (especially concerning risk management, liquidity management, capital management), the setting up of an institutional protection scheme (Article 113(7) CRR) and a cross-guarantee scheme (Article 4 (1)(127) CRR) in order to fulfil the requirements of Article 84(6) CRR for being exempted from the deduction of any minority interest and thus, being entitled to recognize any minority interest arising within the cross-guarantee scheme in full and in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the *Haftungsverbund 3*.

Pursuant to the agreements for the *Haftungsverbund 3* (i.e. the *Grundsatzvereinbarung*, the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung*), the Steering Company is vested with the power to set the common risk policies of its members and to monitor and enforce adherence to these policies. The 48 Austrian savings banks (including Erste Group Bank and Erste Bank Oesterreich but excluding Allgemeine Sparkasse Oberösterreich) hold the entire share capital of the Steering Company. Erste Group Bank effectively controls the Steering Company through its

63.5% interest (held directly or indirectly through its wholly-owned subsidiary Erste Bank Oesterreich and several Austrian savings banks in which Erste Bank Oesterreich holds majority interests) in the share capital and nomination rights for the board of managing directors (*Geschäftsführung*). The Steering Company is responsible for resolving on measures to support member savings banks in financial difficulties, to make, as a trustee of the *Haftungsverbund 3*, compensation payments to customers, and to enforce certain information and control rights vis-à-vis member savings banks. In addition to the provisions of the agreements for the *Haftungsverbund 3*, the activities of the *Haftungsverbund 3* are also governed by several rule books setting forth detailed provisions in the fields of risk management, treasury, internal control and audit.

The Steering Company has five corporate bodies: the board of managing directors (*Geschäftsführung*), the executive committee (*s-Steuerungsvorstand*), the advisory board (*Beirat*), the shareholders' committee (*Gesellschafterausschuss*), and the shareholders' meeting (*Gesellschafterversammlung*). The board of managing directors comprises four managing directors, two of whom are nominated by Erste Bank Oesterreich and two of whom are nominated by the other member savings banks. The chairman of the board of managing directors, who is nominated by Erste Bank Oesterreich, casts the deciding vote in the event of a deadlock. The *s-Steuerungsvorstand* consists of 14 members, 7 members are nominated by Erste Group and Erste Bank Oesterreich and 7 members are nominated by shareholders in which Erste Group does not hold a direct interest and/or an indirect interest of more than 50%. The chairperson, who is nominated by Erste Group casts the deciding vote in the event of a deadlock. The *s-Steuerungsvorstand* is primarily responsible for the validity, the amendment and the supplementation of the rulebooks. The shareholders' committee consists of fifteen members, eight of whom are nominated by Erste Bank Oesterreich and seven of whom are nominated by the member savings banks. The shareholders' committee is primarily responsible for advising and assisting the savings banks with regard to questions concerning the application of the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung* and for providing mediation in the event of disputes concerning the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung* that arise between the Steering Company and the shareholders or among the shareholders. In order to implement joint business and marketing strategies for savings banks, working committees for various fields have been established, such as internal audits, accounting, infrastructure and risk management. The chairperson of each working committee is an employee of Erste Group Bank or Erste Bank Oesterreich.

The *Haftungsverbund 3* is designed to enable a common risk management approach and implementation across the Austrian Savings Banks Sector. This includes establishing general principles of business conduct, the determination of risk capacity for each member savings bank and the setting of risk limits. The Steering Company's governance rights include the following: prior approval by the Steering Company of appointments to the management boards of member savings banks; prior approval by the Steering Company of annual budgets and capital expenditure plans; prior approval of significant changes of a member savings bank's business; and, in the event of continuing non-compliance with material provisions of the agreements and policies of the *Haftungsverbund 3*, imposition of sanctions and ultimately expulsion from the *Haftungsverbund 3*.

The member savings banks share an IT platform and a common management reporting system. This allows the Steering Company to generate comprehensive reports regarding the operations and financial condition of each member savings bank, data regarding key performance indicators as well as risk profiles on both an individual savings bank and an aggregate basis. Depending on the information being collected, these analyses are performed on a quarterly, monthly and even daily basis.

A key focus of the *Haftungsverbund 3* is the early warning system. If the risk monitoring systems indicate that a member savings bank could experience financial difficulties, the Steering Company will alert this member savings bank and discuss remedial measures. To date, the *Haftungsverbund 3* has been able to deal with situations of concern through the early warning system.

If a member of the *Haftungsverbund 3* encounters financial difficulties, the Steering Company has the power to intervene in the management of the affected member savings bank and to require other member savings banks to provide such support and assistance as the Steering Company determines. Support measures shall be taken if, from the Steering Company's point of

view, it is reasonable to expect that without such support, a need for early intervention (*Frühinterventionsbedarf*) exists requiring the competent authorities (ECB / FMA) to impose early intervention measures. Such need for early intervention exists if a credit institution (which is subject to the SRM) does not meet or is likely to violate ("likely breach") the capital and liquidity requirements under the CRR. Such support measures include, *inter alia*, the implementation of certain restructuring measures, the engagement of outside advisors, injections of liquidity, the granting of subordinated loans, the assumption of guarantees, the contribution of equity, the review of the credit portfolio, and the restructuring of the risk management. In providing any such support measures, the Steering Company may require that the management board of a member savings bank in financial difficulties is supplemented by additional members until the financial difficulties have been resolved or that individual members of the management board of such member savings bank be removed and substituted.

In case of any need for financial contributions in the context of support measures, each of the member savings banks has made a commitment to contribute funds on the basis of the maximum amount pursuant to the regulatory requirements set forth by Article 84(6) CRR based on a contractually defined key. In the event of assistance, any individual member of the *Haftungsverbund 3* is only obliged to contribute to the extent that such contribution does not result in a violation of the regulatory requirements applicable to that member of the *Haftungsverbund 3*. Furthermore, in order to secure the financial support that is to be provided to member savings banks facing economic difficulties at the request of the Steering Company, the member savings banks agreed that a part of the funds has to be *ex ante* financed in the form of special funds, whereas the Steering Company alone has access to these special funds and is obliged to use all other options available before availing itself of the special funds. In order to build up the special fund, all savings banks contribute funds on a quarterly basis until the special fund reaches its final size after 10 years starting from 2014.

In the event that a member savings bank becomes insolvent, the other members of the *Haftungsverbund 3* guarantee, through the Steering Company, the payment of all amounts owed to customers by the insolvent member, including:

- all deposits (as defined in § 1(1)(1) BWG);
- all monetary claims based on credit balances resulting from funds left in an account or from temporary positions in the course of banking transactions and repayable according to the applicable legal and contractual provisions; and
- all monetary claims from the issuance of securities,

unless the relevant amounts are owed to a credit institution. This guarantee is also subject to the cumulative limit on members' obligations.

Each of the member savings bank has made a commitment to contribute funds of 1.5% of the member's risk-weighted assets, determined on an individual basis and based on the most recently approved financial statements of the respective member, plus 75% of the member's anticipated pre-tax profits for the current financial year in the event of insolvency of a member savings bank. In the event of assistance, any individual member of the *Haftungsverbund 3* is only obliged to contribute to the extent that such contribution does not result in a violation of the regulatory requirements applicable to that member of the *Haftungsverbund 3*.

Each member savings bank has a right to terminate the *Grundsatzvereinbarung* and the supplementary agreements if it notifies Erste Group Bank within a period of twelve weeks after the occurrence of a change of control at Erste Group Bank. A change of control at Erste Group Bank is defined as any acquisition of more than 25% of the voting rights in outstanding shares of Erste Group Bank by a non-member of the Savings Bank Sector. If a termination of the *Grundsatzvereinbarung*, the *Zusatzvereinbarung* and/or the *Zweite Zusatzvereinbarung* becomes effective, the relevant member savings bank would cease to be a member of the *Haftungsverbund 3*.

Erste Group's consolidated financial statements as of and for the fiscal year ended 31 December 2013 comprised all members of the Austrian Savings Banks Sector. Since May 2010, a separate cross-guarantee agreement entered into between Erste Bank Oesterreich and Allgemeine Sparkasse Oberösterreich and since 2013, the *Zweite Zusatzvereinbarung* entered into between Allgemeine Sparkasse Oberösterreich and all other savings banks are in place.

Erste Group's Business Segments

Erste Group's segment reporting is based on IFRS 8 Operating Segments, which adopts the management approach. Accordingly, segment information is prepared on the basis of internal management reporting that is regularly reviewed by the chief operating decision maker of Erste Group to assess the performance of the segments and make decisions regarding the allocation of resources. Within Erste Group, the function of the chief operating decision maker is exercised by its management board.

Following a strategic review related to Erste Group's operating segments and the method used for capital allocation to the segments, changes were introduced in the segment reporting from 1 January 2016. To ensure comparability Erste Group has adjusted the segment reporting for all quarters of the financial year 2015. Details of the new segmentation were published on 14 April 2016 on Erste Group's website ("www .erstegroup.com").

The tables and information below provide a brief overview and focus on selected and summarised items. On Erste Group's website ("www .erstegroup.com") additional information is available in Excel format.

Operating income consists of net interest income, net fee and commission income, net trading and fair value result as well as dividend income, net result from equity method investments and rental income from investment properties and other operating leases. The latter three listed items are not separately disclosed in the tables below. Operating expenses equal the position general administrative expenses. Operating result is the net amount of operating income and operating expenses. Risk provisions for loans and receivables are included in the position net impairment loss on financial assets. Other result summarises the positions other operating result and gains/losses from financial assets and liabilities not measured at fair value through profit or loss. The cost/income ratio is calculated as operating expenses in relation to operating income. The return on allocated equity is defined as the net result after tax/before minorities in relation to the average allocated equity.

Business segmentation

The segment reporting comprises the following business segments reflecting Erste Group's management structure and its internal management reporting in 2016.



Retail

The Retail segment comprises the business with private individuals, micros and free professionals within the responsibility of account managers in the retail network. This business is operated by the local credit institutions in cooperation with their subsidiaries such as leasing and asset management companies with a focus on simple products ranging from mortgage and consumer loans, investment products, current accounts, savings products to credit cards and cross selling products such as leasing, insurance and building society products.

in EUR million	2015*	2016
Net interest income	2,211.5	2,198.2
Net fee and commission income	1,012.8	958.4
Net trading and fair value result	82.6	98.5
Operating income	3,341.3	3,286.3
Operating expenses	-1,859.5	-1,892.8
Operating result	1,481.7	1,393.5
Cost/income ratio	55.7%	57.6%
Net impairment loss on financial assets not measured at fair value through profit or loss	-291.9	-19.1
Other result	-278.3	-110.8
Net result attributable to owners of the parent	719.6	964.6
Return on allocated capital	29.3%	42.0%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Corporates

The Corporates segment comprises business activities with corporate customers of different turnover size (small and medium-sized enterprises, Local Large Corporate and Group Large Corporate customers) as well as commercial real estate and public sector business. Small and medium-sized enterprises are customers within the responsibility of the local corporate commercial center network, in general companies with an annual turnover ranging from EUR 0.7 million - EUR 3 million to EUR 25 million - EUR 75 million, the thresholds vary by country. Local Large Corporate customers are local corporates with a consolidated annual turnover exceeding a defined threshold between EUR 25 million to EUR 75 million, depending on the country, which are not defined as Group Large Corporate customers. Group Large Corporate customers are corporate customers/client groups with substantial operations in core markets of Erste Group with a consolidated annual turnover of generally at least EUR 500 million. Commercial Real Estate (CRE) covers business with real estate investors generating income from the rental of individual properties or portfolios of properties, project developers generating capital gains through sale, asset management services, construction services (applicable only for Erste Group Immorent AG) and own development for business purpose. Public Sector comprises business activities with three types of customers: (i) public sector; (ii) public corporations; and (iii) non-profit sector.

in EUR million	2015*	2016
Net interest income	1,004.4	1,015.6
Net fee and commission income	262.9	259.1
Net trading and fair value result	79.3	91.7
Operating income	1,457.4	1,504.7
Operating expenses	-552.4	-562.4
Operating result	905.0	942.4
Cost/income ratio	37.9%	37.4%
Net impairment loss on financial assets not measured at fair value through profit or loss	-321.1	-61.9
Other result	-22.7	-10.2
Net result attributable to owners of the parent	417.0	653.0
Return on allocated capital	13.3%	22.3%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Group Markets

The Group Markets (GM) segment comprises trading and markets services as well as customer business with financial institutions. It includes all activities related to the trading books of Erste Group, including the execution of trade, market making and short-term liquidity management. In addition, it comprises business connected with servicing financial institutions as clients including custody, depository services, commercial business (loans, cash management, trade and export finance).

in EUR million	2015*	2016
Net interest income	221.8	212.1
Net fee and commission income	198.6	203.7
Net trading and fair value result	65.9	96.9
Operating income	488.2	515.1
Operating expenses	-225.6	-223.4
Operating result	262.5	291.7
Cost/income ratio	46.2%	43.4%
Net impairment loss on financial assets not measured at fair value through profit or loss	13.1	11.4
Other result	-5.1	4.9
Net result attributable to owners of the parent	209.3	235.6
Return on allocated capital	30.5%	37.6%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Asset/Liability Management & Local Corporate Center

The Asset/Liability Management & Local Corporate Center (ALM & LCC) segment includes all asset/liability management functions – local and of Erste Group Bank AG (Holding) – as well as the local corporate centers which comprise internal service providers that operate on a non-profit basis and reconciliation items to local entity results. The corporate center of Erste Group Bank AG is included in the Group Corporate Center segment.

in EUR million	2015*	2016
Net interest income	34.3	-93.7
Net fee and commission income	-44.4	-64.4
Net trading and fair value result	-62.1	-22.5
Operating income	-35.4	-135.2
Operating expenses	-86.1	-117.3
Operating result	-121.5	-252.5
Cost/income ratio	>100%	-86.8%
Net impairment loss on financial assets not measured at fair value through profit or loss	-5.3	-9.6
Other result	-144.8	-28.2
Net result attributable to owners of the parent	-216.7	-214.4
Return on allocated capital	-9.8%	-9.6%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Savings Banks

The Savings Banks segment includes those savings banks which are members of the *Haftungsverbund* (cross-guarantee system) of the Austrian savings banks sector and in which Erste Group does not hold a majority stake but which are fully controlled according to IFRS 10. The fully or majority owned Erste Bank Oesterreich, Tiroler Sparkasse, Salzburger Sparkasse, and Sparkasse Hainburg are not part of the Savings Banks segment.

in EUR million	2015*	2016
Net interest income	929.7	955.8
Net fee and commission income	439.3	429.7
Net trading and fair value result	3.1	5.3
Operating income	1,435.3	1,446.0
Operating expenses	-966.0	-1,021.8
Operating result	469.3	424.2
Cost/income ratio	67.3%	70.7%
Net impairment loss on financial assets not measured at fair value through profit or loss	-83.6	-54.2
Other result	6.3	-56.8
Net result attributable to owners of the parent	41.6	34.1
Return on allocated capital	14.3%	9.3%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Group Corporate Center

The Group Corporate Center (GCC) segment covers mainly centrally managed activities and items that are not directly allocated to other segments. It comprises the corporate center of Erste Group Bank AG (and thus dividends and the refinancing costs from participations, general administrative expenses), non-profit internal service providers (facility management, IT, procurement), the banking tax of Erste Group Bank AG as well as free capital of Erste Group (defined as the difference of the total average IFRS equity and the average economical equity allocated to the segments).

in EUR million	2015*	2016
Net interest income	66.2	77.4
Net fee and commission income	18.3	6.4
Net trading and fair value result	12.4	2.0
Operating income	129.3	112.0
Operating expenses	-689.5	-871.5
Operating result	-560.2	-759.4
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets not measured at fair value through profit or loss	-40.4	-62.2
Other result	375.8	307.3
Net result attributable to owners of the parent	-202.7	-408.1
Return on allocated capital	-5.0%	-7.2%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Intragroup Elimination

Intragroup Elimination (IC) is not defined as a segment but is the reconciliation to the consolidated accounting result. It includes all intragroup eliminations between participations of Erste Group (e.g. intragroup funding, internal cost charges). Intragroup eliminations within partial groups are disclosed in the respective segments.

Geographical segmentation

For the purpose of segment reporting by geographical areas, the information is presented based on the location of the booking entity (not the country of risk). In the case of information regarding a partial group, the allocation is based on the location of the respective parent entity according to the local management responsibility.

Geographical areas are defined according to the country markets in which Erste Group operates. Based on the locations of the banking and other financial institution participations, the geographical areas consist of two core markets, Austria and Central and Eastern Europe and a segment Other that comprises the remaining business activities of Erste Group outside its core markets as well as the reconciliation to the consolidated accounting result.

Erste Group – geographical segmentation



The geographical area Austria consists of the following three segments:

The **Erste Bank Oesterreich & Subsidiaries** (EBOe & Subsidiaries) segment comprises Erste Bank der oesterreichischen Sparkassen AG (Erste Bank Oesterreich) and its main subsidiaries (e.g. sBausparkasse, Salzburger Sparkasse, Tiroler Sparkasse, Sparkasse Hainburg).

in EUR million	2015*	2016
Net interest income	639.5	660.5
Net fee and commission income	370.8	334.6
Net trading and fair value result	-0.6	16.2
Operating income	1,040.0	1,057.5
Operating expenses	-640.3	-666.9
Operating result	399.7	390.6
Cost/income ratio	61.6%	63.1%
Net impairment loss on financial assets not measured at fair value through profit or loss	-59.0	-29.3
Other result	-25.6	-18.5
Net result attributable to owners of the parent	231.1	228.4
Return on allocated capital	18.9%	19.3%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

The Savings Banks segment is identical to the business segment savings banks.

The Other Austria segment comprises Erste Group Bank AG (Holding) with its Corporates and Group Markets business, Erste Group Immorent AG and Erste Asset Management GmbH.

in EUR million	2015*	2016
Net interest income	414.5	401.6
Net fee and commission income	202.3	197.8
Net trading and fair value result	6.5	20.5
Operating income	667.3	681.7
Operating expenses	-344.6	-355.5
Operating result	322.8	326.2
Cost/income ratio	51.6%	52.2%
Net impairment loss on financial assets not measured at fair value through profit or loss	-78.7	-23.5
Other result	-8.4	25.6
Net result attributable to owners of the parent	170.6	248.1
Return on allocated capital	10.6%	16.6%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

The geographical area Central and Eastern Europe (CEE) consists of six segments covering Erste Group's banking subsidiaries located in the respective CEE countries:

- **Czech Republic** (comprising Česká spořitelna Group);
- **Slovakia** (comprising Slovenská sporiteľňa Group);
- **Romania** (comprising Banca Comercială Română Group);

- **Hungary** (comprising Erste Bank Hungary Group);
- **Croatia** (comprising Erste Bank Croatia Group); and
- **Serbia** (comprising Erste Bank Serbia Group).

The residual market Other covers mainly centrally managed activities and items that are not directly allocated to other segments. It comprises the corporate center of Erste Group Bank (and thus dividends and the refinancing costs from participations, general administrative expenses), internal non-profit service providers (facility management, IT, procurement), the banking tax of Erste Group Bank as well as free capital of Erste Group (defined as the difference of the total average IFRS equity and the average economical equity allocated to the segments). Asset/Liability Management of Erste Group Bank as well as the reconciliation to the consolidated accounting result (e.g. intercompany eliminations, dividend eliminations) are also part of the market Other.

Czech Republic

in EUR million	2015*	2016
Net interest income	923.0	914.3
Net fee and commission income	375.8	344.3
Net trading and fair value result	103.5	105.5
Operating income	1,431.7	1,384.5
Operating expenses	-681.2	-671.2
Operating result	750.5	713.3
Cost/income ratio	47.6%	48.5%
Net impairment loss on financial assets not measured at fair value through profit or loss	-97.1	-70.5
Other result	-20.9	27.7
Net result attributable to owners of the parent	498.3	542.0
Return on allocated capital	29.5%	31.1%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Slovakia

in EUR million	2015*	2016
Net interest income	458.0	453.0
Net fee and commission income	121.4	121.7
Net trading and fair value result	8.8	12.6
Operating income	600.1	595.4
Operating expenses	-266.1	-275.1
Operating result	334.0	320.4
Cost/income ratio	44.3%	46.2%
Net impairment loss on financial assets not measured at fair value through profit or loss	-58.0	-48.2
Other result	-32.5	11.0
Net result attributable to owners of the parent	184.8	213.3
Return on allocated capital	28.7%	33.7%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Romania

in EUR million	2015*	2016
Net interest income	436.5	374.9
Net fee and commission income	163.2	157.9
Net trading and fair value result	69.4	70.0
Operating income	680.0	615.7
Operating expenses	-340.5	-349.8
Operating result	339.5	266.0
Cost/income ratio	50.1%	56.8%
Net impairment loss on financial assets not measured at fair value through profit or loss	16.4	62.4
Other result	-140.0	-90.7
Net result attributable to owners of the parent	184.8	199.5
Return on allocated capital	17.9%	21.6%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Hungary

in EUR million	2015*	2016
Net interest income	198.5	173.4
Net fee and commission income	137.5	141.8
Net trading and fair value result	-0.5	21.1
Operating income	336.6	340.3
Operating expenses	-179.9	-195.6
Operating result	156.7	144.8
Cost/income ratio	53.5%	57.5%
Net impairment loss on financial assets not measured at fair value through profit or loss	-105.8	91.7
Other result	-111.6	-93.4
Net result attributable to owners of the parent	-71.3	133.6
Return on allocated capital	-14.0%	27.1%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Croatia

in EUR million	2015*	2016
Net interest income	270.6	264.9
Net fee and commission income	84.8	88.0
Net trading and fair value result	15.9	29.5
Operating income	401.6	407.4
Operating expenses	-187.0	-194.3
Operating result	214.7	213.1
Cost/income ratio	46.6%	47.7%
Net impairment loss on financial assets not measured at fair value through profit or loss	-167.3	-48.4
Other result	-134.9	-5.2
Net result attributable to owners of the parent	-43.7	83.7
Return on allocated capital	-11.6%	22.2%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Serbia

in EUR million	2015*	2016
Net interest income	42.1	46.8
Net fee and commission income	12.6	11.1
Net trading and fair value result	3.2	3.3
Operating income	58.4	61.7
Operating expenses	-39.0	-40.2
Operating result	19.3	21.5
Cost/income ratio	66.9%	65.2%
Net impairment loss on financial assets not measured at fair value through profit or loss	-10.8	-4.1
Other result	-0.6	-0.6
Net result attributable to owners of the parent	6.3	12.8
Return on allocated capital	7.9%	13.6%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

Other

in EUR million	2015*	2016
Net interest income	132.1	129.3
Net fee and commission income	-45.9	-43.9
Net trading and fair value result	0.8	-11.6
Operating income	120.7	100.9
Operating expenses	-224.4	-257.9
Operating result	-103.6	-157.0
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets not measured at fair value through profit or loss	-85.1	-71.5
Other result	-66.5	-315.9
Net result attributable to owners of the parent	-234.4	-430.7
Return on allocated capital	-4.6%	-6.4%

Source: Audited Consolidated Financial Statements 2016

* All figures for the financial year 2015 reflect the changed segment structure of Erste Group as of 1 January 2016.

5.5 RECENT DEVELOPMENTS

Erste Group's outlook as presented in the interim report for the first quarter 2017 is as follows:

Operating environment anticipated to be conducive to credit expansion

Real GDP growth is expected to be between 1.5% and 4.5% in Erste Group's CEE core markets, including Austria, in 2017. Real GDP growth should primarily be driven by solid domestic demand, whereby real wage growth and declining unemployment should support economic activity in CEE. Fiscal discipline is expected to be maintained across CEE.

Business outlook

Erste Group aims to achieve a return on tangible equity (ROTE) of more than 10% (based on average tangible equity in 2017). The underlying assumptions are: (i) at best flat revenues (assuming 5%+ net loan growth); (ii) cost inflation of 1% to 2% due to regulatory projects and digitalisation; (iii) increase in risk costs, albeit remaining at historically low levels; and (iv) positive swing in other operating result due to lower Austrian banking tax.

Risks to guidance

Impact of expansionary monetary policies by central banks including negative interest rates; political risks such as various elections in key EU economies; geopolitical risks and global economic risks; consumer protection initiatives.

ECB's decision on the capital requirements for Erste Group

Erste Group received the ECB's decision on the additional capital requirements that need to be fulfilled on a consolidated and unconsolidated basis as of 1 January 2017 as set by the ECB following the SREP results in 2016.

On a consolidated basis, the additional regulatory capital demands comprise a Pillar 2 requirement of 1.75% and a Pillar 2 guidance of 1.66% applicable in 2017. As a result, the overall consolidated CET 1 requirement of Erste Group is 8.15% in 2017 and 10.9% on a "fully loaded" basis as of 1 January 2019 (excluding Pillar 2 guidance, but including capital conservation buffer, the institution specific countercyclical buffer and the systemic risk buffer).

On an unconsolidated basis, the additional CET 1 demands are 1.75% Pillar 2 requirement and 1.0% Pillar 2 guidance respectively, resulting in an overall individual CET 1 requirement (excluding Pillar 2 guidance) of 7.6% in 2017 and 8.85% on a "fully loaded" basis as of 1 January 2019.

In addition to the CET 1 requirements (consolidated and unconsolidated) described above, overall capital requirements also apply to Erste Group's tier 1 capital ratio and own fund ratio, resulting in tier 1 requirements of 9.65% and own funds requirements of 11.65% for 2017 on a consolidated basis (and 9.10% tier 1 and 11.10% own funds respectively on an unconsolidated basis). In that context, any shortfall in Pillar 1 and Pillar 2 capital requirement components which could otherwise be made up of AT 1 or Tier 2 up to their respective limits would have to be met with CET 1 for an AT 1 shortfall and AT 1 or CET 1 for a Tier 2 shortfall.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

MANAGEMENT BOARD

Members of the Management Board

The current members of the Management Board listed below have extensive experience in the Austrian banking market and the Austrian Savings Banks Sector and held the following additional supervisory board mandates or similar functions in various companies as of the date of this Prospectus.

Name	Name of relevant company	Position held
Andreas Treichl <i>Chairman</i>	Banca Comercială Română S.A.	SB ³ deputy chairman
	BeeOne GmbH	AB ⁴ chairman
	Česká spořitelna, a.s.	SB deputy chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	Leoganger Bergbahnen GmbH	SB member
	Sparkassen Versicherung AG Vienna Insurance Group	SB chairman
	Österreichischer Sparkassenverband	Member of the board of management
Gernot Mittendorfer <i>Member</i>	Banca Comercială Română S.A.	SB member
	Erste Bank Hungary Zrt	SB member
	Erste Bank a.d. Novi Sad	SB chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	Erste Group IT International GmbH	SB deputy chairman
	OM Objektmanagement GmbH	AB chairman

³ "SB" means Supervisory Board.

⁴ "AB" means Advisory Board.

Name	Name of relevant company	Position held
	Procurement Services GmbH	AB deputy chairman
	Slovenská sporiteľňa, a.s.	SB chairman
Peter Bosek <i>Member</i>	aws Gründerfonds Beteiligungs GmbH & Co KG	AB member
	aws Gründerfonds Equity Invest GmbH & Co KG	AB member
	BeeOne GmbH	AB member
	Česká spořitelna, a.s.	SB member
	Sparkassen Versicherung AG Vienna Insurance Group	SB member
	Wiener Städtische Versicherung AG Vienna Insurance Group	SB deputy chairman
Petr Brávek <i>Member</i>	Česká spořitelna, a.s.	SB member
	Erste Group Card Processor d.o.o.	AB deputy chairman
	Erste Group IT International GmbH	SB chairman
	s IT Solutions AT Spardat GmbH	SB deputy chairman
	Prvá stavebná sporiteľňa, a.s.	SB member
Jozef Sikela <i>Member</i>	Prvá stavebná sporiteľňa, a.s.	SB member
	Erste Group Immorent AG	SB chairman
	Oesterreichische Kontrollbank AG	SB member
Willibald Cernko <i>Member</i>	Mobilux Acquisition SAS	SB member
	Erste Group Immorent AG	SB deputy chairman

Source: Internal information of Erste Group Bank

The members of the Management Board can be reached at Erste Group Bank's business address Am Belvedere 1, A-1100 Vienna, Austria.

SUPERVISORY BOARD

Members of the Supervisory Board

Currently, the Supervisory Board consists of members elected by the shareholders of Erste Group Bank and employee representatives. The following table sets out the current members of the Supervisory Board together with the mandates in supervisory boards or similar functions in other foreign and domestic companies for each supervisory board member as of the date of this Prospectus:

Name	Name of relevant company	Position held
Friedrich Rödler <i>Chairman</i>	Erste Bank der oesterreichischen Sparkassen AG	SB chairman
	Erste Bank Hungary Zrt.	SB member
	Sparkassen-Prüfungsverband	SB chairman
Elisabeth Bleyleben-Koren <i>Member</i>	none	—
Gunter Griss <i>Member</i>	Steiermärkische Bank und Sparkassen AG	SB chairman
	Bankhaus Krentschker & Co. AG	SB deputy chairman
	AVL List GmbH	SB chairman
Jordi Gual <i>Member</i>	none	—
Maximilian Hardegg <i>Second Deputy Chairman</i>	DIE ERSTE österreichische Spar-Casse Privatstiftung	SB member
	Česká spořitelna, a.s.	SB member
	Nadace Depositum Bonum Foundation	SB chairman
Jan Homan <i>First Deputy Chairman</i>	BillerudKorsnäs AB	SB member
	Constantia Flexibles Holding GmbH	SB member
	FRAPAG Beteiligungsholding AG	SB chairman
	Slovenská sporiteľňa, a.s.	SB member
Marion Khüny <i>Member</i>	none	—
Elisabeth Krainer Senger-Weiss <i>Member</i>	none	—
Antonio Massanell Lavilla <i>Member</i>	CaixaBank, S.A.	Deputy chairman of management board
	Cecabank, S.A.	SB chairman
	Repsol, S.A.	Member of board of directors

Name	Name of relevant company	Position held
	SAREB, S.A.	Member of board of directors
	Telefónica, S.A.	Member of board of directors
Brian Deveraux O'Neill <i>Member</i>	Banca Comercială Română S.A.	SB member
	Emigrant Bank	Member of board of directors
	Inter-American Dialogue	Member of board of directors
	Aqua Venture Holdings, LLC	Member of board of directors
Wilhelm Rasinger <i>Member</i>	Friedrichshof Wohnungsgenossenschaft reg. Gen.mbH	SB chairman
	Haberkorn Holding AG	SB member
	Haberkorn GmbH	SB member
	S IMMO AG	SB member
	Wienerberger AG	SB member
	Gebrüder Ulmer Holding GmbH	SB member
John James Stack <i>Member</i>	Ally Bank	Member of board of directors
	Ally Financial Inc.	Member of board of directors
	Česká spořitelna, a.s.	SB chairman
	Mutual of America Capital Management	Member of board of directors
	Nadace Depositum Bonum Foundation	SB member
Markus Haag <i>Employee representative</i>	none	—
Regina Haberhauer <i>Employee representative</i>	Erste Asset Management GmbH	SB member
	ERSTE-SPARINVEST Kapitalanlagegesellschaft m.b.H.	SB member

Name	Name of relevant company	Position held
Andreas Lachs <i>Employee representative</i>	VBV-Pensionskasse AG	SB member
Barbara Pichler <i>Employee representative</i>	DIE ERSTE österreichische Spar-Casse Privatstiftung	SB member
Jozef Pinter <i>Employee representative</i>	none	—
Karin Zeisel <i>Employee representative</i>	none	—

Source: Internal information of Erste Group Bank

The members of the Supervisory Board can be reached at Erste Group Bank's business address Am Belvedere 1, A-1100 Vienna, Austria.

REPRESENTATIVES OF THE SUPERVISORY AUTHORITIES

Pursuant to the BWG, the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen – "FBSchVG"*) and the HypBG, the Austrian Minister of Finance is required to appoint representatives, who monitor Erste Group Bank's compliance with certain legal requirements. The current representatives are listed below:

Name	Position
Wolfgang Bartsch	State Commissioner
Michael Kremser	Vice State Commissioner
Silvia Maca	Commissioner pursuant to the FBSchVG
Erhard Moser	Vice Commissioner pursuant to the FBSchVG
Irene Kienzl	Trustee pursuant to the HypBG
Thomas Schimetschek	Deputy Trustee pursuant to the HypBG

Source: Internal information of Erste Group Bank

Pursuant to the BWG and the Articles of Association, the State Commissioner and its deputy shall be invited to Erste Group Bank's Shareholders' Meetings and all meetings of the Supervisory Board and its committees. Furthermore, the State Commissioner or its deputy shall immediately receive all minutes of the meetings of the Supervisory Board. Resolutions of the Supervisory Board and of its committees which are passed outside a meeting shall be simultaneously communicated to the State Commissioner or its deputy who is entitled to raise written objections pursuant to § 76 (6) BWG.

POTENTIAL CONFLICTS OF INTEREST

Agreements (e.g. advisory contracts or loan agreements) of Erste Group Bank with the members of its Management Board and its Supervisory Board may generate in certain circumstances conflicts of interest.

Should any such conflict of interest arise, Erste Group Bank has sufficient rules and procedures pursuant to the Austrian Securities Supervision Act 2007 (*Wertpapieraufsichtsgesetz 2007 – WAG 2007*), compliance rules and industry standards in place regulating the management of conflicts of interest and the ongoing application of such guidelines and rules.

Furthermore, members of the Issuer's Management and Supervisory Boards may serve on management or supervisory boards of various different companies (others than Erste Group Bank), including customers of and investors in Erste Group Bank, which may also compete directly or indirectly with the Issuer. Directorships of that kind may expose them to potential conflicts of interest if the Issuer maintains active business relations with said companies.

AUDIT AND AUDITORS' REPORTS

Sparkassen-Prüfungsverband Prüfungsstelle (statutory auditor, two current directors of which are members of "Kammer der Wirtschaftstreuhänder Österreich") at Am Belvedere 1, A-1100 Vienna, and Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H. (a member of "Kammer der Wirtschaftstreuhänder Österreich") at Wagramer Straße 19, A-1220 Vienna, have audited the German language consolidated financial statements of Erste Group Bank as of 31 December 2016 and 2015 and issued unqualified audit opinions for the Audited Consolidated Financial Statements 2016 (dated 28 February 2017) and 2015 (dated 26 February 2016). The financial year of Erste Group Bank is the calendar year.

SHAREHOLDERS OF ERSTE GROUP BANK

Erste Group Bank's major shareholder, DIE ERSTE österreichische Spar-Casse Privatstiftung, is a private foundation which was created by the transformation of DIE ERSTE österreichische Spar-Casse Anteilsverwaltungssparkasse, a special form of savings bank holding company, with effect as of 19 December 2003. Such type of transformation is provided for under the Austrian Savings Bank Act. As of the date of this Prospectus, 29.5% of the shares in Erste Group Bank were attributable to DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**"). This comprises an 11.1% economic interest of Erste Stiftung as well as shares attributable to Erste Stiftung through syndicate agreements concluded with CaixaBank, S.A., the Austrian savings banks and other parties (i.e. the Sparkassenstiftungen and Anteilsverwaltungssparkassen, and Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung– Vienna Insurance Group), which held 9.9%, 4.7% and 3.8%, respectively. The free float amounts to 70.5% (of which 47.6% were held by institutional investors, 5.0% by retail investors, 4.0% by BlackRock, Inc., 13.1% by unidentified institutional and private investors and 0.8% by Erste Group's employees) (all numbers are rounded).

In total 1,271,105 shares are held in the savings banks directly and are to be considered own shares thus reducing the number of shares with voting right to 428,528,895 in total. The voting rights of the shareholders are subsequently increasing slightly.

7. LEGAL PROCEEDINGS

Erste Group Bank and some of its subsidiaries are involved and have been involved in the twelve months preceding the date of this Prospectus in legal disputes, including governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), most of which have arisen or have been threatened in the course of ordinary banking business. These proceedings are not expected to have a significant negative impact on the financial position or profitability of Erste Group and/or Erste Group Bank. Erste Group is also subject to the following ongoing proceedings, some of which, if adversely adjudicated, may have a significant impact on the financial position or profitability of Erste Group and/or Erste Group Bank:

Consumer protection claims

Several banking subsidiaries of Erste Group in CEE have been named in their respective jurisdictions as defendants in a number of lawsuits and in regulatory proceedings, filed by individual customers, regulatory authorities or consumer protection agencies and associations. Some of the lawsuits are class actions. The lawsuits mainly relate to allegations that certain contractual provisions, particularly in respect of consumer loans, violate mandatory consumer protection laws and regulations and that certain fees charged to customers in the past must be repaid. The allegations relate to the enforceability of certain fees as well as of contractual provisions for the adjustment of interest rates and currencies. In some jurisdictions the legal risks in connection with loans granted in the past to consumers are also increased by the enactment of politically motivated laws impacting existing lending relationships, which may result in repayment obligations towards customers, and a level of unpredictability of judicial decisions beyond the level of uncertainty generally imminent in court proceedings. The following consumer protection issues are deemed particularly noteworthy:

In Romania, BCR is, besides being a defendant in a substantial number of individual law suits filed by consumers, among several local credit institutions pursued by the consumer protection authority for alleged abusive clauses pertaining to pre 2010 lending practices. In connection therewith, BCR is currently a defendant in individual litigation claims filed by the local consumer protection authority, in each case on behalf of a single or several borrowers. Only one of these cases has so far been finally decided by the courts, with the decision being in favour of BCR. If one of these cases on the validity of certain clauses becomes adversely adjudicated, this may have the impact of invalidating such clauses also in similar agreements of BCR with other consumers.

In Hungary, foreign currency loan related invalidity lawsuits by consumers against credit institutions, including Erste Bank Hungary ("**EBH**"), have been suspended by the regulations of the 2014 consumer loan law. After the completion of the settlement and the refund process with the customers concerned with the litigation, only a part of the proceedings has been continued so far. However, there is a steady tendency of consumers initiating further court cases after and irrespective of the settlement process completed fully in line with the 2014 consumer loan regulations. In the new statements of claim frequently legal issues are raised which have not been affected and resolved by the 2014 consumer loan regulations. It is expected that EBH will remain a defendant in a number of these litigations and that consumers will continue and initiate further court cases, creating a high level of legal uncertainty. Given, that in one of these lawsuits a preliminary ruling of the European Court of Justice ("**ECJ**") has been initiated by the local court, it is anticipated that several other pending lawsuits will be suspended until the ECJ adopts its preliminary ruling. Furthermore, in case the ECJ's ruling would be favourable for the plaintiffs, this might lead to an increase of the number of pending lawsuits against EBH.

In Croatia, the Supreme Court of Croatia, in a proceeding initiated by a local consumer protection association against several credit institutions, among them Erste Bank Croatia, declared in 2015 that FX clauses in loan agreements with consumers are valid, but contractual provisions permitting unilateral change of the variable interest rates in CHF denominated consumer loans, used by the majority of credit institutions until 2008, are null and void. In late 2016, the Croatian Constitutional Court rescinded the part of the Supreme Court of Croatia decision relating to the validity of FX clauses. Although the validity of the FX clauses remains unchanged, the Supreme Court of Croatia has been ordered to amend its decision as it allegedly violated the constitutional right to fair trial by not providing sufficient explanation for its decision regarding FX clauses. The outcome of such further judicial review is highly unpredictable and so is its impact, if any, on legal disputes with individual clients related to CHF denominated loan agreements in light of the laws enacted in 2015 that forced credit institutions to accept requests from clients that are consumers or individual professionals to

convert their CHF denominated loans into EUR with retroactive effect.

In Austria, several legal proceedings are pending between credit institutions and a consumer organisation and individual consumers on the consequences of a reference rate (such as the EURIBOR) being negative on the variable interest rate in lendings to consumers. In essence, these disputes are about whether in case of the reference rate being negative the respective credit institution is allowed to request that the borrower pays interest at a minimum rate, or rather, instead of receiving any interest, might have to make a payment to its borrower for the respective interest period (in cases in which the negative reference rate is decreasing the margin and in a worst case even resulting in a negative interest rate). Based on analysis of its legal position for its lendings in EUR, which are mostly refinanced by savings deposits of consumers for which it has to pay interest at least in a positive amount, Erste Bank Oesterreich takes the view that it is entitled to floor the interest rate in its lendings to consumers in EUR at the agreed margin. In early 2017, the Austrian Supreme Court has established in a case by an Austrian consumer protection organisation against a credit institution that typically no payment obligation by the credit institution to its borrower may be derived from a loan contract and that there is no indication that there was a consensus among the parties for payment by the credit institution to the borrower for providing the loan. This has since been confirmed in a further decision of the Austrian Supreme Court in another case. In another individual case by a borrower against a credit institution the Austrian Supreme Court established that the parties when entering into the loan agreement did not anticipate that the reference rate might become negative, and it held that in case of a negative reference rate the borrower does not have to pay the margin as a minimum interest rate but interest payable for an interest period may be lower or even zero, but there being no payment obligation by the credit institution. Still, until now there is no established judicial guidance on the consequences of a negative reference rate on lendings to consumers with a variable interest rate with a minimum interest rate in the amount of the margin. With respect to savings deposits, some years ago the Austrian Supreme Court dealt with the potential impact of negative interest and ruled that saving accounts must earn some positive interest for the consumer. Erste Bank Oesterreich might be negatively impacted, though not in a material amount, by judicial holdings establishing that borrowers are entitled to pay interest at an amount lower than the margin.

Corporate bond investors' prospectus claims

Since 2014, a number of investors in corporate bonds, issued by a large Austrian construction group in the years 2010, 2011 and 2012, have filed claims with the courts of Vienna against Austrian credit institutions, among them Erste Group Bank, requesting compensation for their losses as bondholders following the bankruptcy of the issuer of such corporate bonds in 2013. The plaintiffs argue in essence that the defendant credit institutions, who acted as joint-lead managers in the issuing of the respective bond, already knew of the insolvency status of the issuer at such time and should be liable for the issuing prospectus failing to state this. Erste Group Bank, together with a second Austrian credit institution, acted as joint-lead manager of the bond issuance in 2011. Erste Group Bank rejects the claims.

BCR Banca pentru Locuinte dispute

In 2015, the Romanian Court of Accounts ("**CoA**") conducted an audit review in BCR Banca Pentru Locuinte ("**BpL**") in order to assess whether the credit institution has allocated the state subsidies to its clients in accordance with the applicable legal provisions. Following the review, the CoA claims that several deficiencies were identified and that conditions for state subsidies have not been met. BpL did not accept the position taken by the CoA and initiated a contestation process which is currently ongoing. In early 2017, the court of first instance announced its decision: it partly accepted the claims of BpL in relation to findings in the CoA report while rejecting the other most relevant claims. BpL will appeal against this decision. The obligation of repayment of subsidies under the CoA decision has been temporary suspended through an injunction granted to the credit institution in the court of first instance.

8. MATERIAL CONTRACTS

Erste Group Bank and its subsidiaries have not entered into any material contracts, other than contracts entered into in the ordinary course of business, which could result in any member of Erste Group being under an obligation or entitlement that is material to Erste Group Bank's ability to meet its obligation to Holders in respect of the Warrants, except for the following agreements which have been in place before:

Cooperation between Erste Group Bank and Vienna Insurance Group

Erste Group Bank and Vienna Insurance Group AG Wiener Versicherung Gruppe ("**VIG**") are parties to a general distribution agreement concerning the framework of the cooperation of Erste Group and VIG in Austria and CEE with respect to bank and insurance products. In case of a change of control of Erste Group Bank, VIG has the right to terminate the general distribution agreement, and in case of a change of control of VIG, Erste Group Bank has a reciprocal right. A change of control is defined, with respect to Erste Group Bank, as the acquisition of Erste Group Bank by any person other than DIE ERSTE österreichische Spar-Casse Privatstiftung or Austrian savings banks of 50% plus one share of Erste Group Bank's voting shares, and with respect to VIG, as the acquisition of VIG by any person other than Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung – Vienna Insurance Group of 50% plus one share of VIG's voting shares. If VIG elects to terminate the general distribution agreement after a change of control of Erste Group Bank has occurred, it may choose to ask for a reduction of the original purchase price that it and its group companies have paid for the shares in the CEE insurance companies of Erste Group. The rebate corresponds to the difference between the purchase price and the embedded value and is reduced to zero on a linear scale from March 2013 to March 2018.

Erste Group Bank and VIG are furthermore parties to an asset management agreement, pursuant to which Erste Group undertakes to manage certain parts of VIG's and its group companies' securities assets. In case of a change of control (as described above), each party has a termination right. If Erste Group Bank elects to terminate the asset management agreement following such a change of control of VIG, because the new controlling shareholders of VIG no longer support the agreement, it may choose to ask for a full refund of the purchase price that it has paid for 95% of Ringturm Kapitalanlagegesellschaft m.b.H., the asset management company performing the services under the asset management agreement. The refund decreases on a linear scale down to zero from October 2013 to October 2018.

New Haftungsverbund Agreement

On 1 January 2014, Erste Group Bank and its subsidiary Erste Bank Oesterreich entered with the savings banks into the second supplementary agreement (Zweite Zusatzvereinbarung) to the Haftungsverbund ("**Haftungsverbund 3**"). The cooperation between Erste Group and the savings banks was hereby further intensified. The aim of the agreement is the intensification of the group steering, the setting up of an institutional protection scheme (Article 113 (7) CRR) and a cross-guarantee scheme (Article 4 (1)(127) CRR) in order to fulfil the requirements of Article 84 (6) CRR for being exempted from the deduction of any minority interest and thus, being entitled to recognize any minority interest arising within the cross-guarantee scheme in full as well as in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the Haftungsverbund 3.

Syndicate Agreements

From 2013 until beginning of 2017, syndicate agreements among Erste Stiftung on the one hand and (i) the Sparkassenstiftungen and Anteilsverwaltungssparkassen, the (ii) Sparkassen, (iii) CaixaBank S.A. and (iv) Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung–Vienna Insurance Group on the other hand were concluded. Each of these syndicate agreements constitutes a subordination-syndicate, which requires the syndicate partners to vote in line with Erste Stiftung in case of appointments of members of the supervisory board. Furthermore, the syndicate agreements foresee the establishment of a monitoring system in order to avoid unintended creeping-in.

Investment by EBRD and the Hungarian Government in Erste Bank Hungary – Contractual Framework

On 9 February 2015, the Government of Hungary and the European Bank for Reconstruction and Development ("**EBRD**") sealed an agreement ("**Memorandum of Understanding**") aiming at strengthening Hungary's financial sector, improving its level of efficiency and profitability and boosting the flow of bank credits to Hungary's private corporations and citizens. In this context, the Issuer announced that it has invited the Government of Hungary and the EBRD to invest in EBH by acquiring a minority stake of up to 15% each. On 20 June 2016, Hungary, acting through the state-owned entity Corvinus Zrt. in this transaction, and the EBRD signed the contractual framework (the "**Contractual Framework**") with the Issuer on the transaction. The Issuer and the two buyers negotiated a purchase price of HUF 77.78 billion for the in total 30% stake in EBH. Prior to completion of the transaction, the Issuer strengthened the capital base of EBH by subscribing the new shares required for the execution of sale of the 30% stake in EBH. Closing of the transaction took place on 11 August 2016 when the new statutes of EBH were approved by the shareholders, after fulfilment of all conditions precedent, in particular after having obtained the approval of the competent authorities as well as after the fulfilment of certain conditions by the involved parties. EBH remains majority-owned by the Issuer. All the changes in the company register related to EBH's new ownership structure have been registered by the court of registry. On the basis of their proportionate rights as minority shareholders, the Government of Hungary and the EBRD each had the right to appoint one non-executive member of EBH's management board and one member of EBH's supervisory board. The new members of the board of directors and the supervisory board delegated by Corvinus Zrt. and EBRD have been appointed by EBH and approved by the Hungarian National Bank (except for the delegated person to EBH's supervisory board by EBRD, which is in progress). The parties have also agreed to a pre-determined exit mechanism for the involved minority shareholdings: the put and call option scheme grants Corvinus Zrt. the right to exit any time and the Issuer the right to exercise the call option five years after the sale of the minority shareholding at the earliest; in the case of EBRD, the put and call options are exercisable any time between five and nine years after the acquisition of the minority shareholding by EBRD.

9. TAXATION

The statements herein regarding certain tax issues in Austria the Czech Republic, Germany, Hungary and Romania are based on the laws in force in those jurisdictions as of the date of this Prospectus and are subject to any changes in such laws. The following summaries do not purport to be comprehensive descriptions of all the tax considerations which may be relevant to a decision to purchase, own or dispose of Warrants and further disclosure may be included in a supplement to this Prospectus. Prospective holders of Warrants should consult their tax advisers as to the relevant tax consequences of the ownership and disposition of Warrants.

The Issuer assumes, other than as set out below, no responsibility with respect to taxes withheld at source.

AUSTRIA

This section on taxation contains a brief summary of the Issuer's understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Warrants in Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the Warrants consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Warrants. Tax risks resulting from the Warrants shall in any case be borne by the investor. For the purposes of the following it is assumed that the Warrants are legally and factually offered to an indefinite number of persons.

General remarks

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in sec. 26 of the Austrian Federal Fiscal Procedures Act (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*), both as defined in sec. 27 of the Austrian Federal Fiscal Procedures Act, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

Income taxation

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest; the tax basis is the amount of the earnings received (sec. 27a(3)(1) of the Austrian Income Tax Act);
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital (including zero coupon bonds); the tax basis amounts to the sales proceeds or the redemption amount minus

the acquisition costs, in each case including accrued interest (sec. 27a(3)(2)(a) of the Austrian Income Tax Act); and

- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates (the mere exercise of an option does not trigger tax liability); e.g., in the case of index certificates, the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs (sec. 27a(3)(3)(c) of the Austrian Income Tax Act).

Also the withdrawal of the Warrants from a securities account (*Depotentnahme*) and circumstances leading to a restriction of Austria's taxation right regarding the Warrants *vis-à-vis* other countries, e.g. a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (*cf.* sec. 27(6)(1) and (2) of the Austrian Income Tax Act). The tax basis amounts to the fair market value minus the acquisition costs (sec. 27a(3)(2)(b) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Warrants as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. Investment income from the Warrants with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), is subject to withholding tax (*Kapitalertragsteuer*) at a flat rate of 27.5%; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). Investment income from the Warrants without an Austrian nexus must be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). The acquisition costs must not include ancillary acquisition costs (*Anschaffungsnebenkosten*; sec. 27a(4)(2) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Sec. 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest from bank accounts and other non-securitized claims *vis-à-vis* credit institutions (except for cash settlements and lending fees) nor against income from private foundations, foreign private law foundations and other comparable legal estates (*Privatstiftungen, ausländische Stiftungen oder sonstige Vermögensmassen, die mit einer Privatstiftung vergleichbar sind*); income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income. The Austrian custodian agent has to effect the offsetting of losses by taking into account all of a taxpayer's securities accounts with the custodian agent, in line with sec. 93(6) of the Austrian Income Tax Act, and to issue a written confirmation to the taxpayer to this effect.

Individuals subject to unlimited income tax liability in Austria holding the Warrants as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. Investment income from the Warrants with an Austrian nexus is subject to withholding tax at a flat rate of 27.5%. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 27.5%). Investment income from the Warrants without an Austrian nexus must always be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). The flat tax rate does not apply to income from realised increases in value and income from derivatives if realizing these types of income constitutes a key area of the respective investor's business activity (sec. 27a(6) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (sec. 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of

27.5%, are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets within the same business unit (*Wirtschaftsgüter desselben Betriebes*); only 55% of the remaining negative difference may be offset against other types of income.

Pursuant to sec. 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of sec. 27(1) of the Austrian Income Tax Act from the Warrants at a rate of 25%. Income in the sense of sec. 27(1) of the Austrian Income Tax Act from the Warrants with an Austrian nexus is subject to withholding tax at a flat rate of 27.5%. However, a 25% rate may pursuant to sec. 93(1a) of the Austrian Income Tax Act be applied by the withholding agent, if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the corporate income tax liability. Under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Losses from the alienation of the Warrants can be offset against other income.

Pursuant to sec. 13(3)(1) in connection with sec. 22(2) of the Austrian Corporate Income Tax Act, private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the Warrants as non-business assets are subject to interim taxation at a rate of 25% on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities). Pursuant to the Austrian tax authorities' view, the acquisition costs must not include ancillary acquisition costs. Expenses such as bank charges and custody fees must not be deducted (sec. 12(2) of the Austrian Corporate Income Tax Act). Interim tax does generally not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. Investment income from the Warrants with an Austrian nexus is in general subject to withholding tax at a flat rate of 27.5%. However, a 25% rate may pursuant to sec. 93(1a) of the Austrian Income Tax Act be applied by the withholding agent, if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on income from the Warrants if they have a permanent establishment (*Betriebsstätte*) in Austria and the Warrants are attributable to such permanent establishment (*cf.* sec. 98(1)(3) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act). In addition, individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of sec. 27(2)(2) of the Austrian Income Tax Act and accrued interest (including from zero coupon bonds) in the sense of sec. 27(6)(5) of the Austrian Income Tax Act from the Warrants if the (accrued) interest has an Austrian nexus and if withholding tax is levied on such (accrued) interest. This does not apply to individuals being resident in a state with which automatic exchange of information exists. Interest with an Austrian nexus is interest the debtor of which has its place of management and/or its legal seat in Austria or is an Austrian branch of a non-Austrian credit institution; accrued interest with an Austrian nexus is accrued interest from securities issued by an Austrian issuer (sec. 98(1)(5)(b) of the Austrian Income Tax Act). Under applicable double taxation treaties, relief from Austrian income tax might be available. However, Austrian credit institutions must not provide for such relief at source; instead, the investor may file an application for repayment of tax with the competent Austrian tax office.

Inheritance and gift taxation

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of management in Austria. Certain exemptions apply in cases of transfers *mortis causa* of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to income tax at a flat rate pursuant to sec. 27a(1) of the Austrian Income Tax Act. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5%, with higher rates applying in special cases.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10% of the fair market value of the assets transferred.

Further, gratuitous transfers of the Warrants may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) and (2) of the Austrian Income Tax Act (see above).

CZECH REPUBLIC

General

This summary is based on the tax laws of the Czech Republic and their prevailing interpretations, the practice of the Czech tax authorities, and the Tax Convention on Income and Capital concluded between the Czech Republic and the Republic of Austria, in each case as in effect and/or available on the date of this Programme. Moreover, while this summary is considered to be a correct interpretation of existing Czech laws in force on the date of this Programme, no assurance can be given that courts or tax authorities responsible for the administration of such laws will agree with the interpretations or that retroactive or prospective changes in such laws will not occur.

Czech tax implications largely depend on whether the Warrants qualify as securities under the Czech legislation. The Czech Civil Code defines the term "securities". The definition is more general and involves also the securities that are not explicitly specified by the Czech law provided that they meet the general conditions i.e. information about an issuer and a right associated with the security. This right shall be part of the securities or as reference to the issue conditions.

The information below is based on the assumption that the Warrants fulfil all conditions for the treatment as securities under Czech law. For Czech taxation purposes, proceeds from specific Warrants will be treated either as interest income or capital gains, which may result in differences in taxation. Prospective investors should verify, among others, the nature of the Warrants and the type of income for each type of Warrants.

The following is intended only as a general guide and is not intended to be, nor should it be considered to be, legal or tax advice to any particular Czech Warrant Holder or to any other prospective investor in the Warrants.

Residents

Interest

According to the double taxation treaty between Austria and the Czech Republic, interest (if any) paid from Austria to a Czech tax resident is taxable in the Czech Republic.

Individuals

An individual must include the interest received in the overall personal income tax base, which is taxable at a flat rate of 15%.

Corporation

A corporation must include the interest received in its general corporate income tax base, which is taxable at a flat rate of 19%.

Capital gains

According to the double taxation treaty between Austria and the Czech Republic, capital gains from the sale of the Warrants by a Czech tax resident to an Austrian tax resident are taxable in the Czech Republic.

Individuals

Capital gains from the sale of the Warrants are exempt from Czech personal income tax if an individual has held the Warrants as a non-business asset for an uninterrupted period of more than three years except for income from the sale of ordinary share (in Czech “kmenový list”). Capital gains from the sale of ordinary share are exempt after five years of ownership.

Either way, the exemption only applies if the Warrants have not been included in the individual's business assets within three years from the termination of the business.

If capital gains from the sale of the Warrants held by individuals as a non-business asset are not tax-exempt, they are subject to personal income tax at a flat rate of 15%. The tax base being calculated as the income from the sale of the Warrant reduced by the purchase price of the Warrant and charges related to its acquisition. A loss from the sale of the Warrant may be offset against gain from the sale of the Warrant or other securities in the same fiscal period.

In addition to the above, income from the sale of any securities is exempt if the total income does not exceed CZK 100,000 during the taxable period.

In case of individuals holding the Warrants as a business asset the capital gain from the sale of the Warrants is included in their general income tax base and taxed at a flat rate of 15%. A loss from the sale of the Warrants may be offset against overall taxable income (other than employment income) in the current fiscal period and the following five fiscal periods.

Corporations

Capital gains from the sale of the Warrants held by corporations are included in their general income tax base and taxed at a flat rate of 19%. A loss from the sale of the Warrants may be offset against profits in the current fiscal period and the following five fiscal periods.

Inheritance and gift tax

Inheritance tax and gift tax are incorporated in the Czech Income Taxes Act.

Income from inheritance is fully tax exempt for both corporations and individuals.

Income from donation is taxed within the general income tax base. The personal income tax base is taxable at a flat rate of 15% and the corporate income tax base is taxable at flat rate of 19%. Individual's income from gift may be tax exempt depending on the relationship between the donor on the one hand and the donee on the other hand. Occasional individual's income below CZK 15,000 is fully tax exempt.

Other taxes

No other taxes are levied in the Czech Republic on the acquisition, holding and sale of the Warrants.

Non-residents

The income of non-residents is taxed in the Czech Republic only if the income from the Warrants constitutes Czech source income or it is attributable to the permanent establishment located in the Czech Republic. If one of the mentioned conditions is met, a regime similar to that described under the section “Residents” above applies.

Interest

Interest paid to non-resident is subject to 15% or 35% withholding tax unless the rate is reduced under the relevant double taxation treaty or exempt if certain additional conditions are met. The standard rate is 15%. Withholding tax amounting to 35% is levied on interest income paid to resident of states outside the EU/EEA that have not concluded the double taxation treaty or agreement for exchanges of information on tax issues with the Czech Republic.

If the interest is considered as income of a permanent establishment, the withholding tax does not apply and the individual or corporation having the permanent establishment has to pay tax on the interest income in the same way as tax residents (see the section on residents above).

The tax treatment of interest income is the same for individuals as well as for corporations.

The interest paid by the Czech company to related company located in EU countries or in Switzerland, Norway or Iceland may be exempt from withholding tax if certain additional conditions are met.

Capital gains

Income from the sale of the Warrants payable by a Czech tax resident or by a permanent establishment of a Czech tax non-resident located in the Czech Republic to a non-resident shall be treated as a Czech source income taxable in the Czech Republic.

The income from the sale of the Warrants may, however, be exempt from taxation under the terms of a relevant double taxation treaty.

If no double taxation treaty applies, the following Czech taxation should be taken into account:

Individuals

Capital gains from the sale of the Warrants are exempt from Czech personal income tax if an individual has held the Warrants as a non-business asset for an uninterrupted period of more than three years except for income from the sale of ordinary shares (in Czech "kmenový list"). Capital gains from the sale of ordinary shares are exempt after 5 years of ownership.

Either way, the exemption only applies if the Warrants have not been included in the individual's business assets at any point in time prior to their sale.

If capital gains from the sale of the Warrants held by individuals as a non-business asset are not tax-exempt, they are subject to personal income tax at a flat rate of 15%. The tax base being calculated as the income from the sale of the Warrants reduced by the purchase price of the Warrants and charges related to their acquisition. A loss from the sale of the Warrants may be offset against gains from the sale of the Warrants or other securities in the same fiscal period. In addition to the above, income from the sale of Warrants is exempt if the total income does not exceed CZK 100,000 during the taxable period.

In the case of individuals holding the Warrants as a business asset the capital gain from the sale of the Warrants is included in their general income tax base and taxed at a flat rate of 15%. A loss from the sale of the Warrants may be offset against overall taxable income (other than employment income) in the current fiscal period and the following five fiscal periods.

Corporations

Capital gains from the sale of the Warrants held by corporations are included in their general income tax base and taxed at a flat rate of 19%. A loss from the sale of the Warrants may be offset against profits in the current fiscal period and the following five fiscal periods.

Inheritance and gift tax

Inheritance and gift taxes are incorporated in the Czech Income Taxes Act.

Income from inheritance is fully tax exempt for both corporations and individuals.

Income from donation derived by non-resident from Czech tax residents is treated as Czech source income and is subject to 15% withholding tax.

However, Individual's income from gift may be tax exempt depending on the relationship between the donor on the one hand and the donee on the other hand. Occasional income below CZK 15,000 is fully tax exempt.

The Czech law is applicable only if a treaty does not provide otherwise.

Exchange of information

The EU savings directive was repealed effective from 1 January 2016 to coincide with the introduction of the common reporting standard within the EU through the implementation of a new directive on the mandatory exchange of information.

Other taxes

No other taxes are levied in the Czech Republic on the acquisition, holding and sale of the Warrants.

GERMANY

Tax Residents

Interest payments or capital gains from the sale or repayment of the Warrants to persons or entities who are tax residents in Germany (i.e., persons or entities whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany) are subject to German personal income tax (*Einkommensteuer*) or corporate income tax (*Körperschaftsteuer*) (plus solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5% thereon). Such interest payments or capital gains may also be subject to trade tax (*Gewerbesteuer*) if the Warrants form part of the property of a German trade or business.

Warrants as non-business assets

Income derived from capital investments (*Einkünfte aus Kapitalvermögen*) is subject to a flat tax (*Abgeltungssteuer*). Such income from capital investments includes, inter alia, any interest received, and capital gains from the disposal, redemption, repayment or assignment of Warrants held as non-business assets, irrespective of a holding period. As a rule, the flat tax is imposed by way of withholding. Payment of the flat tax generally satisfies any income tax liability of the Warrant Holder in respect of such investment income or private capital gains. The flat tax will be levied at a rate of 25% (plus 5.5% solidarity surcharge thereon and, as the case may be, church tax which is not further addressed in this summary) of the relevant gross income. No expenses related to the investment income except for a small annual lump-sum tax allowance (of up to EUR 801 for singles, EUR 1,602 for married couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing a joint tax return) on all income derived from capital investments will be deductible. The flat tax rate is in principle definitive. However, Warrant Holders will be entitled to apply for a tax assessment, i.e. to include all investment income and private capital gains in their taxable income if the tax assessment will lower the personal income tax burden or in order to set off losses or make use of the lump sum tax allowance if this has not already happened in the withholding process. However, even in this case, the investment income and private capital gains will have to be taken into account at their gross amount, i.e. any income-related expenses except for the above mentioned lump-sum tax allowance will not be deductible from the Warrant Holder's tax base.

If the income from the Warrants is allocable to income from leasing and letting or income from independent work, the flat tax regime is not applicable. In such case, any tax withheld will be credited against the personal income tax. The income from the Warrants is then taxable at the personal income tax rates of up to 45% (plus solidarity surcharge thereon of 5.5%); related expenses are deductible.

The section Withholding Tax below is supplementary to the above.

Warrants as business assets

Interest income and capital gains derived by German resident corporate holders of Warrants will be subject to corporate income tax at a rate of 15% (plus solidarity surcharge thereon of 5.5%) and trade tax. In the case of Warrants held by an individual as a business asset, the income will be taxable at the personal income tax rates of up to 45% (plus solidarity surcharge thereon of 5.5%) and trade tax. Losses incurred upon the sale or redemption of the Warrants may give rise to negative income.

Interest income and capital gains derived by German resident partnerships are subject to trade tax at the level of the partnership, provided that the partnership conducts a trade or business. Profits realised by partnerships will be allocated to the partners for (corporate) income tax purposes. Individuals as partners are subject to income tax at their respective income tax rate. Corporations as partners are subject to corporate income tax.

The section Withholding Tax below is supplementary to the above.

Withholding Tax

Withholding tax, if applicable, is levied at a uniform rate of 25% plus solidarity surcharge thereon of 5.5%. A German branch of a German or non-German bank, financial services institution, or securities trading bank or business ("Disbursing Agent") is in principle obliged to withhold withholding tax and pay it to the German tax authorities for the account of the holder of a Warrant.

Where Warrants are held in a custodial account that the holder of the Warrant maintains with a Disbursing Agent, withholding tax will be levied on the gross interest payments. In the event that the disposition, redemption, repayment or assignment of a Warrant is made or commissioned through an agent effecting such disposition, redemption, repayment or assignment commission, withholding tax is levied on the capital gains from the transaction. In principle, the basis for calculation is the interest amount or the difference between the income from the sale or repayment after deduction of expenses that are directly related to the sale transaction or the repayment, and the acquisition costs.

To the extent the Warrants have not been kept in a custodial account with the Disbursing Agent since the time of acquisition, upon the disposal, redemption, repayment or assignment, the withholding tax rate is applied to 30% of the disposal proceeds, unless the holder of the Warrants provides evidence of the actual acquisition cost by submitting a certificate of the previous Disbursing Agent or a foreign credit or financial services institution within the EEA.

In general, no withholding tax will be levied if the holder of the Warrant is an individual (i) whose Warrants do not form part of the assets of a German trade or business and are not allocated to income from a self-employed activity (*selbstständige Arbeit*) or from leasing and letting of property, and (ii) who files an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, but only to the extent the interest income derived and capital gains from the Warrants together with the other income from capital investment does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the holder of a Warrant has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the relevant local tax office.

The personal income tax liability of a holder holding the Warrants as private assets which are not allocable to a trade or business, to income from a self-employed activity (*selbstständige Arbeit*) or from the leasing and letting of property is, in principle, settled by the tax withheld. However, if the holder of the Warrants is owing church tax and no church tax is withheld by the Disbursing Agent due to a blocking notice (*Sperrvermerk*) which the holder of the Warrants filed with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the holder remains obliged to file a tax return. A tax assessment may be applied for in the cases outlined above. In assessment cases and in cases where the Warrant is held as a business asset or is allocable to other types of income, the withholding tax is credited against the income tax or corporate income tax liability of the holder of the Warrant, or is refunded.

Taxes on the capital gains of a private law corporation that is subject to unlimited taxation in Germany and not exempt from corporate income tax, and that is neither a domestic bank, nor a domestic financial institution nor a domestic investment company, are not collected in the form of withholding tax. In the case of certain specific groups of corporations, this applies only if they provide evidence falling under this group of taxpayers by a certificate from their competent tax office.

To the extent that the capital gains represent business income of a domestic business establishment and the sole proprietor declares this to be so to the domestic disbursing agent on the officially required standard form, the domestic disbursing agent does not need to deduct an amount as withholding tax withholding.

Upon application, withholding tax deductions must not be withheld from capital gains that constitute operating income if and when the withholding tax on the shareholder – given the nature of his business – would be higher, in the long run, than the total personal or corporate income tax to be assessed.

Non-Residents

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Warrants form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the holder of a Warrant or (ii) the interest income otherwise constitutes German source income such as income from the letting and leasing of certain property located in Germany. In cases (i) and (ii) a regime similar to that above in the section "Tax Residents", including the withholding tax regime, applies; capital gains from the disposition of Warrants are, however, only taxable in the case of (i).

Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Warrants. Currently, net assets tax is not levied in the Germany.

International Exchange of Information

Based on the so-called OECD Common Reporting Standard, the states which have committed themselves to implement this standard ("**Participating States**") will exchange potentially taxation-relevant information about financial accounts which an individual holds in a Participating State other than his country of residence. This procedure commences in 2017 with information for the year 2016. The same applies for the member states of the European Union. Due to an extension of the Directive 2011/16/EU on administrative cooperation in the field of taxation ("**Mutual Assistance Directive**"), the member states from 2017 onwards (starting with the information for the year 2016) exchange financial information on notifiable financial accounts of individuals which are resident in another member state of the European Union.

In Germany, the amended Mutual Assistance Directive and the OECD Common Reporting Standard were implemented by the Act on the Exchange of Financial Accounts Information (*Finanzkonten-Informationsaustauschgesetz – FKAustG*) which became effective as of 31 December 2015.

HUNGARY

General

The purpose of the following description is to provide a high-level overview of the relevant Hungarian tax rules based on the laws in force in Hungary as of the date of this Prospectus. The present description does not include a comprehensive analysis of all tax implications that might be relevant to an investment decision. Please note that this disclosure does not substitute for the consultation between the prospective investors and their professional advisors since in order to determine the tax implications of a particular transaction several circumstances should be examined and considered in detail.

As far as permitted by law, the Issuer assumes no responsibility with respect to taxes withheld at source.

Residents

Private individuals

Hungarian resident individuals are subject to personal income tax on their worldwide income. It may occur that the source country, if other than Hungary, imposes a withholding tax on income derived from that country. In order to eliminate double taxation, the Hungarian domestic legislation grants credit for the taxes paid abroad. The maximum amount of the tax credit would be subject to certain limitations. If there is a double taxation treaty in force between the two countries concerned, the relevant double taxation treaty rules will apply in order to eliminate double taxation. In the lack of a double tax treaty, the Hungarian domestic legislation could grant a tax credit for the income taxes paid abroad.

Interest

The Hungarian Personal Income Tax Act applies a broad definition of interest income; in connection with publicly offered and traded debt securities and collective investments in transferable securities, interest shall mean the following:

- (a) the income paid to the private individual under the title of interest and/or yield, if the securities are held at a specific time prescribed as a precondition for entitlement to interest and/or yield,
- (b) in certain cases, the capital gains achieved when securities are called, redeemed, or transferred. In connection with collective investments in transferable securities, redemption shall also cover when the securities are exchanged upon the transformation or merger of the investment fund for the investment certificates of the successor fund. Gains from the transfer of collective investments in transferable securities in certain qualified exchange markets or in a

market of an EU, EEA or OECD State will not qualify as interest income, but will be considered as income from capital for Hungarian tax law purposes.

If any proceeds derived in connection with the Warrants could qualify as interest income under the above definition, the recipient Hungarian resident private individual will be subject to Hungarian personal income tax.

Interest income would be subject to personal income tax at a rate of 15% in 2017. In the event that the interest income is paid in the form of valuable assets (e.g. securities) and the Hungarian paying agent cannot withhold the relevant tax, the taxable base would be assessed in the amount of the fair market value of the valuable asset received multiplied by 1.18.

As of 1 January 2017, no health tax should apply to interest income of a Hungarian private individual.

In the event that the interest income is received from a Hungarian paying agent, such paying agent should withhold the personal income tax. If the interest income is not received from a paying agent, taxes should be assessed, declared and paid to the tax authority by the private individual himself within the frame of his regular annual tax return.

If the interest income is received from a country other than Hungary, the rules of the relevant double taxation treaty will also apply to the determination of the personal income tax obligations. In the absence of a double taxation treaty, the Hungarian tax burden may be reduced by the personal income tax paid abroad. However, the maximum amount of the credit will be subject to certain limitations.

Payments distributed by 'controlled foreign taxpayers' would be subject to personal income tax at a 15% rate. In the unlikely situation that the payer of the interest would qualify as a controlled foreign taxpayer for Hungarian tax purposes, the recipient should pay a 22% of health tax (*'egészségügyi hozzájárulás'*, 'EHO') as of 1 January 2017, in addition to the personal income tax.

Capital gains

Income derived by a private individual Warrant Holder from exercising his Option Rights could only qualify as capital gain income under Hungarian law if the proceeds would not qualify as interest income under the rules described above in the Interest section.

Capital gain income should be calculated as the difference between the proceeds received upon exercising the Option Rights and the acquisition price and any incidental costs associated with the acquisition. The acquisition price would basically mean the consideration stipulated in the contract for obtaining the Warrant. Incremental cost would include, among others, duties paid at the time of the Warrant acquisition, and the costs charged e.g. by the investment service provider in connection with the acquisition, maintenance or disposal of the Warrants.

Capital gain income would be subject to personal income tax at 15% and to health tax (*'egészségügyi hozzájárulás'*, 'EHO') at 14% (capped at HUF 450,000 per annum, which is approximately EUR 1,452). Taxes should be withheld by the paying agent, if the service provider qualifies as a Hungarian paying agent; otherwise, the tax shall be assessed, reported and paid by the private individual directly within the frame of his regular annual tax return. If the income from capital gain is received from abroad, the rules of the relevant double taxation treaty could overrule the domestic personal income tax rules. In the absence of a double taxation treaty, the Hungarian personal income tax to be paid could be reduced by the tax paid abroad, subject to certain limitations. In any case, the Hungarian personal income tax shall be at least 5% of the income.

Private individual Warrant Holders shall keep detailed records of all Warrants in their possession. Purchase, transfer, exercise, etc. of Warrants must be also recorded. Records shall be supported by appropriate certificates issued by the issuer (if applicable). The certificates should contain all data and information necessary for determining the taxable income and fulfilling the tax obligations. The statutory data to be indicated in the records are prescribed by law.

Income from 'controlled capital market transactions'

On certain conditions, preferential personal income tax rules may apply to income from 'controlled capital market transactions' of private individuals.

For the purpose of these preferential rules, 'controlled capital market transactions' include, among others, certain qualifying transactions concluded with investment service providers, or by the assistance of an investment service provider, in each case for the sale or purchase of financial instruments, goods and foreign currencies at fair market value. Transactions must comply with the

respective Hungarian rules and should be carried in the form of activities supervised by the Hungarian National Bank. ('MNB', which is the successor of Hungarian Financial Supervisory Authority PSZÁF).

Preferential rules on 'controlled capital market transactions' could also apply where private individuals conclude any of the above OTC transactions with an investment service provider operating in any EEA member state, or any other state with which Hungary has an agreement on the avoidance of double taxation, provided that (a) the transaction is executed within the framework of activities supervised by the competent financial supervisory authorities of that state, and (b) if the given state is not an EEA member state, there are facilities in place to ensure the exchange of information between the competent authorities and MNB, and (c) the private individual has a certificate made out by the investment service provider to his name, containing all data and information for each transaction concluded during the tax year for the assessment of his tax liability.

As a general rule, interest income as defined under the Interest section above cannot qualify for the application of the preferential rules on 'controlled capital market transactions'.

Income from 'controlled capital market transactions' shall be calculated as the difference between the total profit and the total loss realized on the transactions during the tax year. In 2017, a 15% personal income tax rate would apply on that income.

Due to the preferential tax treatment of 'controlled capital market transactions', the private individual could be entitled to tax compensation with respect to losses realized from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year. Tax 'calculated' for such losses could reduce the taxes calculated on gains realized by the private individual from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year.

The profit realized on 'controlled capital market transactions' and the tax payable on such income should be declared on the basis of self-assessment executed by the private individual and supported by an appropriate certificate of execution issued by the investment service provider. The private individual should pay the tax by the deadline prescribed for filing the tax return for the respective period.

Income from 'Qualified Long-Term Investments'

On certain conditions, preferential personal income tax rules may apply to income from 'qualified long-term investments' of private individuals.

Income derived from so-called 'qualified long-term investments' shall mean the profit the private individual realizes under a long-term investment contract concluded with an investment service provider or a credit institution. Under the long-term investment contract the private individual places an amount equal to at least HUF 25,000 (approx. EUR 80) on his account for a minimum period of three (and further two) years, and the parties agree on applying the preferential taxation rules laid down by the Hungarian Personal Income Tax Act. If all the conditions prescribed by law fulfil and the 'qualified long-term investment' is held for less than three years, for the 2017 tax year a 15% rate may apply, while if the investment lasts at least three years, a preferential 10% rate is applicable; income from 'qualified long-term investments' would be subject to a 0% rate, if the investment is held for at least five years.

From 1 January 2014 private individuals have the possibility to transfer the whole amount of the terminated long term investments to another financial institute. This is called by the law "deposit transfer".

As of 1 January 2017, under certain conditions, the above beneficiary tax rules may also extend to foreign qualified long-term investments, where the investment service provider or the credit institution is not subject to Hungarian data disclosure requirements.

Please note that profits and losses derived in the framework of a 'qualified long-term investment' could not qualify for the calculation of income derived from 'controlled capital market transactions' as described above.

Corporations

Capital gains

Income from capital gains of a Hungarian resident corporation would be included in the ordinary corporate income tax base and subject to corporate income tax at 9% in 2017.

If any income from capital gains is also subject to tax abroad, the rules of the relevant double taxation treaty will apply. In the absence of a double taxation treaty, the tax paid abroad can be credited against the Hungarian corporate income tax under the Hungarian domestic rules. The maximum amount of the tax credit would be subject to certain limitations.

Non-residents

Private individuals

Interest

Interest income of a non-resident private individual is generally not subject to Hungarian personal income tax. However, if the interest is payable via a Hungarian place of business (permanent establishment), branch or commercial representation of the obligor, or if the interest payable is in fact tied to the non-resident private individual's Hungarian place of business, the interest income should be regarded as Hungarian source income and thus should be taxed in Hungary. In such case the Hungarian source income will be taxed at 15%. This tax rate is usually overruled and limited by double taxation treaties (if applicable). If a Hungarian paying agent provides the interest payment to the private individual, it should deduct the tax, otherwise the private individual himself should assess, declare and pay the tax to the Hungarian Tax Authority.

Capital gains

Non-resident private individuals would not be subject to Hungarian personal income tax on capital gains derived from the Warrants. In the unlikely event that a Hungarian double taxation treaty allocates the taxation rights to Hungary instead of the recipient's residence state, Hungarian withholding tax may apply on capital gains.

Corporations

Capital gains

A non-resident corporation would be taxed in Hungary on capital gains from the Warrants only if it relates to the entity's Hungarian business activity carried on by its Hungarian permanent establishment. The applicable corporate income tax rate would be 9% in 2017.

Hungarian double taxation treaties usually allocate the taxation right to the residence state, In absence of an applicable double taxation treaty, the Hungarian domestic rules allow the corporation to credit against the Hungarian corporate income tax a determined part of the corporate income tax paid (payable) abroad in relation to the capital gains income.

Inheritance and gift tax

Obtaining the Warrants as part of a Hungarian inheritance would incur Hungarian inheritance tax, regardless of the successor's tax residency. In the case of a non-Hungarian inheritance, inheritance tax could only arise if the successor (private individual or corporation) is tax resident in Hungary. Even in such case, no inheritance tax should be paid if the successor certifies that inheritance tax was due in the country of inheritance.

The generally applicable inheritance tax rate is 18%. Inheritance between relatives of lineal kinship would be exempt, and further exemptions may also apply.

The donation of the Warrants would be subject to gift tax if the donation takes place in Hungary, regardless of the residency of the parties. The generally applicable gift tax rate is 18%. No gift tax is due on donations between relatives of lineal kinship. If the value of the transferred assets does not exceed HUF 150,000 (approx. EUR 484) and the parties do not conclude a written agreement regarding the donation, no gift tax has to be paid. Further exemptions may also apply.

The base of the inheritance and gift tax is the net value of the inheritance or gifts received. The net value of the inheritance or the gift is the fair market value of the acquired asset, less deductions.

Further tax considerations

Hungary has introduced a financial transaction tax ("**Hungarian FTT**") as of 1 January 2013. The Hungarian FTT is levied on financial service providers, financial institutions and intermediary service providers seated in Hungary or having a Hungarian branch. Even if the Hungarian FTT would not be imposed on Warrant Holders directly, the Hungarian FTT may have an impact on Hungarian bank charges.

ROMANIA

General

Starting January 2016, the main taxes and charges in Romania are covered by the new Romanian Fiscal Code (Law no. 227/2015 regarding the Fiscal Code), enforced on 1 January 2016. However, the legislation and regulations regarding taxation in Romania as well as the related procedures are still developing and subject to change.

Romanian tax law and procedures are at times unclear and not well developed on matters of taxation of securities-related income, being subject to frequent changes and interpretations. The local tax inspectors have considerable autonomy and may interpret tax rules inconsistently. Both the substantive provisions of Romanian tax law and the interpretation and application of those provisions by the Romanian tax authorities may be subject to more rapid and unpredictable change than in jurisdictions with more developed capital markets.

Moreover, the still evolving situation in Romania and the limited precedent in legislative interpretation or in the manner in which related practical procedures are to be followed may result in inconsistencies and contradictions of the Romanian tax authorities in interpreting various tax rules and regulations.

The following information is based on the Romanian tax legislation in force as of 28 June 2017 and they may be subject to any changes based on the amendments to be brought in the Romanian laws. The Romanian Fiscal Code does not provide for specific tax treatment applicable to each type of Warrants intended to be issued by the Issuer. Therefore, the information below is of a general nature and is not intended as an exhaustive list of all the Romanian tax implications which could arise in relation with each type of Warrants and which could be relevant to a decision to purchase, own or dispose of any of the Warrants. Prospective investors in the Warrants should consult their professional advisers with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

The information below does not cover the Romanian withholding or procedural requirements applicable to taxes due from Romanian investors in the Warrants.

The Romanian law defines securities (*titluri de valoare*) as being any participation title or any financial instrument, qualified as such by the relevant legislation of the state where they are issued. Therefore, the Warrants intended to be issued may be classified as securities under the Romanian law.

Please be aware that Romanian tax law does not specifically define capital gains for taxation purposes. Under the domestic law (the Romanian Fiscal Code and related Norms for Application approved by Government Decision no. 441/2016), capital gains realised by legal entities are subject to corporate income tax, while capital gains realised by individuals are taxed as investment income.

As a general rule, under the Romanian tax legislation, the Issuer would not assume responsibility with respect to Romanian taxes withheld at source. However, this aspect should be analysed from an Austrian law and relevant Double Tax Treaty perspective, depending also on the type of income that would be paid by the Issuer at a given point in time.

Under this Programme, it is understood that holders of the Warrants are not entitled to receive any regular income (e.g. dividends or interest) during the holding of Warrants.

Receipt of Warrants

In principle, the receipt of Warrants should not have any adverse Romanian tax implications.

Holding of the Warrants

According to the Romanian Fiscal Code, taxable profits should be computed as the difference between income derived from any sources (less non-taxable income) and related expenses (less non-deductible expenses, as provided by the law).

According to the Application Norms to the Fiscal Code, income and expenses generated by subsequent evaluation of derivative financial instruments (e.g. Warrants) booked according to accounting regulations shall be taken into account for the purpose of determining the taxable profits (i.e. should be treated as taxable, respectively deductible for profits tax purposes).

The mere holding of the Warrants should not have Romanian income tax implications for individual Warrant Holders.

Execution of the Warrants

Profits / Income tax considerations

According to the Fiscal Code, expenses generated by the execution of derivative financial instruments (e.g. the Warrants) booked according to accounting regulations should be viewed as being expenses performed in the view of the taxpayer's economic activity, thus they should be treated as tax deductible for profits tax purposes.

In respect of individuals, income realized by resident individuals shall be subject to 16% tax in Romania, unless specifically mentioned as non-taxable. Therefore, any potential income which would be realized by resident individuals upon the execution of derivative financial instruments (e.g. Warrants) would be taxable with 16% income tax as investment income. The procedure to be followed in order to discharge such tax liabilities to the Romanian tax authorities should be investigated on a case-by-case basis.

The computation of the gain / loss from operations with derivative financial instruments which are carried out through an intermediary shall be performed at the end of the fiscal year by the intermediary, as defined by the relevant law, if such intermediary is a Romanian tax resident, cumulated for all derivative financial instruments, based on justifying documents. If the operations are not carried out through an intermediary, the computation of the gain shall be performed cumulated on a yearly basis, at the end of each fiscal year, by the beneficiary of the income, based on justifying documents.

If the operations are not carried out through an intermediary or the intermediary is not a Romanian tax resident, the computation of the earning shall be performed on a yearly basis, cumulated at the end of the fiscal year, for the closed positions during the respective year, by the income beneficiary.

Annual net gain / loss shall be determined as the difference between the earnings and losses incurred during the respective fiscal year, cumulated from the beginning of the year, from the transfer of securities (*titluri de valoare*) and from any other operations with financial instruments, including derivative financial instruments.

VAT considerations

Under the Romanian VAT legislation, there may be arguments to sustain the fact that the execution of the Warrants should be VAT exempt without credit. However, in case the execution of the Warrants implies e.g. a physical transfer of goods, the VAT treatment of such transactions should be investigated on a case by case basis, as the aforementioned VAT exemption would no longer apply. Moreover, care should be taken, as certain types of derivatives do not explicitly fall in the scope of VAT exemption under the Romanian and EU legislation and could trigger VAT implications.

Sale of the Warrants

Residents

Individuals

Romanian tax resident individuals (i.e., Romanian citizens with their domicile in Romania and non-residents fulfilling certain residency criteria according to the Fiscal Code) are subject to 16% income tax on their worldwide income, including capital gains.

The domestic tax law provides for certain non-taxable income for resident individuals, for instance income realized from holding and trading financial instruments related to public debt, however not likely to be applicable to the Warrants under discussion.

As regards tax resident individuals under the domestic tax law, income from transfer of securities is taxable. As per the Fiscal Code corroborated with the Romanian capital markets legislation (namely Law 297/2004 as subsequently amended and currently in force), any participations titles (including shares) and any financial instruments (including derivative financial instruments) qualified as such by the relevant legislation of the state where they were issued are included in the category of "securities" and thus taxable in Romania as per the rules applicable to such securities. Thus, capital gains from the transfer of securities or from any other operations with derivative financial instruments performed by Romanian tax resident individuals are subject to income tax in Romania at the rate of 16%.

Annual net losses from transfer of securities (*titluri de valoare*) and from any other operations with financial instruments, including derivative financial instruments, could be recovered by resident individuals from the annual net earnings obtained in the following seven consecutive fiscal years.

Similarly, foreign net losses incurred by Romanian resident individuals may be reported and offset against income having the same nature and source, and received from the same source-country in the following seven consecutive fiscal years.

Legal entities

A legal entity is resident in Romania if it is incorporated according to the Romanian legislation, if it is a foreign legal person having its place of effective management in Romania or if it is a legal entity having its registered office in Romania and it is incorporated according to the European legislation.

Fiscal losses incurred by Romanian legal entities can be carried forward for seven consecutive fiscal years starting with fiscal losses incurred in 2009.

Under the current domestic tax law, capital gains obtained from Austria by a Romanian resident legal entity are subject to corporate income tax at the standard rate of 16% (which applies on the worldwide income of the Romanian legal entity), since there is no separate capital gains taxation concept in Romania. In the case any tax is retained in Austria on such gains, a tax credit may be available to the Romanian legal entity (based on the relevant provisions of the Double Tax Treaty concluded with Austria) within the limit established by applying the Romanian corporate income tax rate (i.e. 16%) to the taxable income obtained from Austria.

As a general note, if Romania (the country of tax residency of the interest income beneficiary) has concluded a Double Tax Treaty ("**DTT**") with the country of tax residency of the income payer (e.g. Austria), the provisions of the treaty should take precedence over the domestic law, if more favourable. Thus, the current DTT concluded between Romania and Austria may apply with regard to capital gains realised by Romanian tax residents, as described below.

Under the current DTT concluded between Romania and Austria, capital gains to be obtained by a Romanian resident from the transfer of such securities should fall under Art. 13(5) of the treaty and therefore shall be taxed only in Romania.

The administrative side related to capital gains tax liabilities should be investigated at the time when the Warrants are transferred, since the Romanian tax legislation is not particularly clear and may suffer changes in this respect.

Non-residents (including Romanian permanent establishments - e.g. branches - of a foreign legal entity)

Capital gains obtained by non-resident individuals from trading in any type of securities are subject to taxation in Romania if they qualify as Romanian-sourced income. There are arguments which may be brought to sustain the fact that the Warrants have no connection to Romania and hence the related capital gain (if any) should not be deemed as Romanian-sourced income. However, the taxation of such capital gains should be analysed on a case by case basis, based on the specific conditions of the transactions and the applicable legislation.

Income derived by non-resident collective placement bodies without corporate status from the transfer of securities, respectively of shares, held directly or indirectly in a Romanian legal entity, is not taxable in Romania.

Under the Fiscal Code capital gains obtained by non-resident legal entities from the alienation of the Warrants issued by the Austrian issuer should not be subject to taxation in Romania.

In the case of Romanian permanent establishments of foreign legal entities, the tax implications described above in the 'Residents' chapter would be applicable. The implications should nevertheless be checked on a case-by-case basis.

VAT considerations

Under the Romanian tax legislation, trading of financial instruments (such as the Warrants) is normally VAT exempt without credit. However, care should be taken as certain types of derivatives do not explicitly fall in the scope of VAT exemption under the Romanian and EU legislation and could trigger VAT implications.

Inheritance and Gift Tax

No Romanian inheritance or gift tax generally applies. If the Warrants are granted free of charge to a Romanian tax resident individual by an employer, the value of the gift may be subject to Romanian income tax (at 16%) and related social security contributions as benefits in-kind.

Moreover, if the granting of the Warrants is performed in the legal form of a donation, the transaction may need to be authenticated by a notary public. For large values, such authentication could trigger fees of around 1% of the value of the transferred Warrants.

UNITED STATES

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Austria) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Warrants, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Warrants, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Warrants, such withholding would not apply prior to 1 January 2019. Further, Warrants characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Warrants that are not distinguishable from previously issued Warrants are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Warrants, including the Warrants offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Warrants. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Warrants, no person will be required to pay additional amounts as a result of the withholding.

10. SUBSCRIPTION AND SALE

The sale and/or distribution of the Warrants may be subject to restrictions in various jurisdictions. The Issuer may from time to time request the FMA to provide to competent authorities of Member States of the EEA a notification concerning the approval of the Prospectus.

Except for publishing and filing the Prospectus, the Issuer has not taken any measures and will not take any measure in order to make the public offer of the Warrants or their possession or the distribution of offer documents relating to the Warrants permissible in a jurisdiction where special measures have to be taken for this purpose. Warrants may be offered, sold, or delivered within a jurisdiction or originating from a jurisdiction only, if this is permitted pursuant to applicable laws and other legal provisions and if no obligations arise for the Issuer.

In relation to each member state of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from, and including, the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Warrants which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation hereto to the public in that Relevant Member State, except that it may, with effect from, and including, the Relevant Implementation Date, make an offer of such Warrants to the public in that Relevant Member State:

- (a) if the final terms in relation to the Warrants specify that an offer of those Warrants may be made other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-Exempt Offer**"), following the date of publication of a prospectus in relation to such Warrants which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-Exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-Exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant dealer or dealers offering the Warrants in the Relevant Member State nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive or pursuant to any applicable national law of any Relevant Member State,

provided that no such offer of Warrants referred to in (b) to (d) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an **offer of Warrants to the public** in relation to any Warrants in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Warrants to be offered so as to enable an investor to decide to purchase or subscribe the Warrants, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression **Prospectus Directive** means Directive 2003/71/EC (as amended including by Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014), and includes any relevant implementing measure in that Relevant Member State.

The Issuer may include further selling restrictions in the Final Terms issued in respect of the issue of Warrants to which it relates or in a supplement to the Prospectus.

The Warrants have not been and will not be registered under the Securities Act and may include Warrants in bearer form that are subject to U.S. tax law requirements. Warrants may not be offered, sold or delivered within the United States or, for the account and benefit of U.S. persons.

11. FORM OF FINAL TERMS (GERMAN AND ENGLISH LANGUAGE)

FORM OF FINAL TERMS	MUSTER DER ENDGÜLTIGEN BEDINGUNGEN
Final Terms dated	Endgültige Bedingungen vom
[insert date: ●]	[Datum einfügen: ●]
[in the case of an increase of issue size, insert: Final Terms dated [insert date: ●] (the "[First][●] Increase of Issue Size"), which are being consolidated with the outstanding [insert description of the Warrants: ●] ([ISIN ●][●]) issued on [insert date of the first issue: ●][insert additional issue where applicable: ●] under the Prospectus dated [insert date: ●] into a single issue.]	[im Fall einer Aufstockung einfügen: Endgültige Bedingungen vom [Datum einfügen: ●] (die "[Erste][●] Aufstockung"), die mit den ausstehenden, am [Datum der Erstemission einfügen: ●][Gegebenenfalls weitere Emission einfügen: ●] zum Prospekt vom [Datum einfügen: ●] begebenen [Bezeichnung der Optionsscheine einfügen: ●] ([ISIN ●][●]) konsolidiert werden und eine einheitliche Emission bilden.]
in relation to the	zum
Base Prospectus	Basisprospekt
in accordance with Section 1 (1) No. 17 of the Austrian Capital Market Act (Kapitalmarktgesetz)	gemäß § 1 (1) Nr. 17 Kapitalmarktgesetz
Erste Group Bank AG	Erste Group Bank AG
(Issuer)	(Emittentin)

[●] WARRANTS	[●] OPTIONSSCHEINE
linked to	bezogen auf
[an Index]	[einen Index]
[a Share]	[eine Aktie]
[a Currency Exchange Rate]	[einen Währungs-Wechselkurs]
[an Interest Rate]	[einen Zinssatz]
[a Commodity]	[einen Rohstoff]
[a Futures Contract]	[einen Futures Kontrakt]
<i>These Final Terms relate to the Base Prospectus dated [●] as amended by the relevant supplements.</i>	<i>Diese Endgültigen Bedingungen beziehen sich auf den Basisprospekt vom [●], wie durch die jeweiligen Nachträge geändert.</i>

The subject of the Final Terms are [●][Warrants] linked to a[n] [Index] [Share] [Currency Exchange Rate] [Interest Rate] [Commodity] [Futures Contracts] (the " Warrants "), which are issued by Erste Group Bank AG (the " Issuer ").	Gegenstand dieser Endgültigen Bedingungen sind von Erste Group Bank AG (die " Emittentin ") emittierte [●][Optionsscheine] bezogen auf eine[n] [Index] [Aktie] [Währungs-Wechselkurs] [Zinssatz] [Rohstoff] [Futures Kontrakt] (die " Optionsscheine ").
<i>[Insert in the case of an increase, if applicable: The [insert number: ●] Warrants together with the [insert number: ●] Warrants with the securities identification number [ISIN ●][●], issued under the Final Terms dated [insert date: ●] (the "First Final Terms") [insert additional issue where appropriate: ●] to the Prospectus dated [insert date: ●] as amended by any supplements, form a single series within the meaning of Section 4 (1) of the General Conditions, i.e. they have the same [ISIN][●] and – with the exception of the number – the same features (referred to together as the "Warrants").]</i>	<i>[im Fall einer Ausstockung einfügen: Die [Anzahl einfügen: ●] Optionsscheine bilden zusammen mit den [Anzahl einfügen: ●] Optionsscheinen der [ISIN ●][●], die unter den Endgültigen Bedingungen vom [Datum einfügen: ●] (die "Ersten Endgültigen Bedingungen") [Gegebenenfalls weitere Emission einfügen: ●] zum Prospekt vom [Datum einfügen: ●] in der Fassung etwaiger Nachträge emittiert wurden, eine einheitliche Emission im Sinne des § 4 (1) der Allgemeinen Bedingungen, d. h. sie haben die gleiche [ISIN][●] und – mit Ausnahme der Anzahl – die gleichen Ausstattungsmerkmale (zusammen die "Optionsscheine").]</i>
The Final Terms have been prepared for the purpose of Article 5 (4) of Directive 2003/71/EC of the European Parliament and of	Die Endgültigen Bedingungen wurden im Einklang mit Artikel 5 (4) der Richtlinie 2003/71/EG des Europäischen Parlaments und

<p>the Council of 4 November 2003 (including the amendments made by the Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014) (the "Prospectus Directive") and must be read in conjunction with the Base Prospectus and its supplement(s) (if any). Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms and the Base Prospectus (including any supplements, thereto and the documents incorporated by reference).</p>	<p>des Rates vom 4. November 2003 (einschließlich der Änderungen durch die Richtlinie 2014/51/EU des Europäischen Parlaments und des Rates vom 16. April 2014) (die "Prospektrichtlinie") erstellt und müssen zusammen mit dem Basisprospekt und etwaigen Nachträgen gelesen werden. Vollständige Informationen zur Emittentin und dem Angebot der Optionsscheine ergeben sich nur aus der Zusammenschau dieser Endgültigen Bedingungen mit dem Basisprospekt (einschließlich eventueller zugehöriger Nachträge und den durch Verweis einbezogenen Dokumenten).</p>
<p>The Final Terms to the Base Prospectus are represented in the form of a separate document according to Article 26 (5) of the Commission Regulation (EC) No 809/2004 of 29 April 2004, as amended (the "Prospectus Regulation").</p>	<p>Die Endgültigen Bedingungen zum Basisprospekt haben die Form eines gesonderten Dokuments gemäß Artikel 26 (5) der Verordnung (EG) Nr. 809/2004 der Kommission vom 29. April 2004, in der jeweils geltenden Fassung (die "Prospektverordnung").</p>
<p>The subject of the Final Terms is determined by Article 22 (4) of the Prospectus Regulation. Accordingly, the Final Terms (i) contain new information in relation to information items from the securities note schedules which are listed as Categories B and C in Annex XX of the Prospectus Regulation, and (ii) replicate or make reference to options already provided for in the Base Prospectus which are applicable to the individual series of Warrants.</p>	<p>Der Gegenstand der Endgültigen Bedingungen bestimmt sich nach Artikel 22 (4) der Prospektverordnung. Entsprechend enthalten die Endgültigen Bedingungen (i) neue Informationen zu den Informationsbestandteilen der Schemata für die Wertpapierbeschreibung, die in Annex XX der Prospektverordnung als Kategorie B- und Kategorie C-Informationsbestandteile aufgeführt werden, und (ii) wiederholen bzw. verweisen auf bereits im Basisprospekt angelegte optionale Bestandteile, die auf die jeweilige Serie von Optionsscheinen Anwendung finden.</p>
<p>The Base Prospectus, any supplements thereto and the Final Terms are published by making them available free of charge at Erste Group Bank AG, Am Belvedere 1, A-1100 Vienna, Austria, and in another form as may be required by law. Furthermore, these documents are published in electronic form on the website www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionscheine-</p>	<p>Der Basisprospekt, eventuell zugehörige Nachträge sowie die Endgültigen Bedingungen werden durch zur kostenlosen Ausgabe bei der Erste Group Bank AG, Am Belvedere 1, A-1100 Wien, Österreich bereitgehalten und, sofern gesetzlich erforderlich, in einer anderen Form veröffentlicht. Darüber hinaus sind diese Dokumente in elektronischer Form auf der Webseite www.erstegroup.com/de/ueber-</p>

und-zertifikate-ab-2006/warrants-programme-ab-20170713.	uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006/warrants-programme-ab-20170713.
An issue specific summary, fully completed for the Warrants, is annexed to these Final Terms.	Eine emissionspezifische Zusammenfassung, die für die Optionsscheine vervollständigt wurde, ist diesen Endgültigen Bedingungen beigelegt.
[The Base Prospectus dated 13 July 2017 is expected to be valid until 12 July 2018. Thereafter the Issuer intends to publish an updated and approved base prospectus on the website of the Issuer ("www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006") and from that point in time, the Final Terms must be read in conjunction with the new base prospectus.]	[Der Basisprospekt vom 13. Juli 2017 wird voraussichtlich bis zum 12. Juli 2018 gültig sein. Für die Zeit danach beabsichtigt die Emittentin einen aktualisierten und gebilligten Basisprospekt auf der Internetseite der Emittentin ("www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006") zu veröffentlichen, und die Endgültigen Bedingungen sind ab diesem Zeitpunkt in Verbindung mit dem neuen Basisprospekt zu lesen.]

CONTRACTUAL TERMS – ISSUE SPECIFIC CONDITIONS	VERTRAGLICHE BEDINGUNGEN – Emissionsbezogene Bedingungen
<i>In respect of the Series of Warrants the Issue Specific Conditions as replicated in these Final Terms and the General Conditions as laid out in the Base Prospectus together shall constitute the Terms and Conditions applicable to the Series of Warrants (the "Conditions"). The Issue Specific Conditions as replicated in these Final Terms are to be read in conjunction with the General Conditions.</i>	<i>In Bezug auf die Serie von Optionsscheinen beinhalten die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in diesen Endgültigen Bedingungen wiederholt werden, und die im Basisprospekt enthaltenen Allgemeinen Bedingungen die auf die Serie von Optionsscheinen anwendbaren Optionsscheinbedingungen (die "Bedingungen"). Die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den jeweiligen Endgültigen Bedingungen wiederholt werden, müssen zusammen mit den Allgemeinen Bedingungen gelesen werden.</i>
<i>[insert applicable Product Specific Provisions (Part A.) and Underlying Specific Conditions (Part B.)]</i>	<i>[anwendbare Produktbezogene Bedingungen (Teil A.) und Basiswertbezogene Bedingungen (Teil B.) einfügen.]</i>

ISSUE SPECIFIC CONDITIONS – ANNEX

Table 1 – in addition to Part A. Product Specific Conditions

Issue Date: [●][At the earliest the [●], in any case on or before the settlement date where a transaction has taken place [on a trading venue in the sense of Article 4 (1) No. 24 of the Directive 2014/65/EU]]

Paying Agent, Calculation Agent: [●]

Quotations: bid and ask quotations will be published by the Issuer on [Reuters page "ERSTE02"] [●]

Website for notices: [●]

Securities Depository: [●]

Clearing System: [●]

Offer state[s]: [Austria] [,][and] [Germany] [,][and] [the Czech Republic] [,][and] [Hungary] [,][and] [Romania]

[Controlling and binding language: ●]

Currency of the Warrant	ISIN	[WKN]	Underlying	[Strike] [/ Initial Strike] [/ Strike Amount Rounding]	Volume / Minimum Trading Number	[Multiplier] [Base Interest Rate] [/ Calculation Value]	First Trading Day [/ Commencement Date] [/ First Settlement Date]	[Last Trading Day][Exercise Date] [/ Final Valuation Date]	[Initial Reference Date] [/ First Observation Date] [/ Last Observation Date] [/ Observation Hours]	[Interest Determination Date] [Knock-Out Barrier] [/ Knock-Out Price] [/ Knock-Out Cash Amount]	[Exercise Time] [/ First Day of the Exercise Period] [/ Last Day of the Exercise period]	Settlement Currency [/ Reference Currency]	Exercise Style [/ Minimum Exercise Number] [/ Maximum Exercise Number]	Initial Issue Price	[Warrant Type]	[Relevant Exchange]	[insert additional definition(s)]: [●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Call] [Put][Turbo Long][Turbo Short] [●]	[●]	[●]

EMISSIONSBEZOGENE BEDINGUNGEN – ANNEX

Tabelle 1 – in Ergänzung zu Teil A. Produktbezogene Bedingungen

Emissionstag: [•][Frühestens der [•], jedenfalls am oder vor dem ersten Abwicklungstag, sobald ein Geschäft [an einem Handelsplatz im Sinne des Artikels 4 (1) Nr 24 der Richtlinie 2014/65/EU] stattgefunden hat]

Zahlstelle, Berechnungsstelle: [•]

Preisquotierungen: An- und Verkaufspreise werden von der Emittentin auf [der Reutersseite "ERSTE02"] [•] veröffentlicht

Webseite für Bekanntmachungen: [•]

Verwahrstelle: [•]

Clearing System: [•]

Angebotsländer: [Österreich] [,][und] [Deutschland] [,][und] [der Tschechischen Republik] [,][und] [Ungarn] [,][und] [Rumänien]

[Rechtsverbindliche Sprache: •]

Währung des Optionsscheins	ISIN	[WKN]	Basiswert	[Basispreis] [/ Anfängliche Basispreis] [/ Basispreisrundenbetrag]	Volumen / Mindesthandelsvolumen	[Bezugsverhältnis] [Basiszinssatz] [/ Rechenwert]	Erster Handelstag [/ Laufzeitbeginn] [/ Erster Valutatag]	[Letzter Handelstag] [Ausübungstag] [/ Finaler Bewertungstag]	[Anfänglicher Referenztag] [/ [Erster Beobachtungstag] [/ Letzter Beobachtungstag] [/ Beobachtungsstunden]	[Zinsfestsetzungstag] [Knock-Out Barriere] [/ Knock-Out Kurs] [/ Knock-Out Auszahlungsbetrag]	[Ausübungszeit] [/ Erster Tag der Ausübungsfrist] [/ Letzter Tag der Ausübungsfrist]	Auszahlungswährung [/ Referenzwährung]	Ausübungssart [/ Mindestausübungsmenge] [/ Höchstaübungsmenge]	Anfänglicher Ausgabepreis	[Optionsscheintyp]	[Maßgebliche Börse]	[weitere Definition(en) einfügen: [•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[Call] [Put] [Turbo Long] [Turbo Short][•]	[•]	[•]

[insert in the case of Interest-Cap-Warrants with Multiplication Factor:

Table 1A – in addition to Part A. Product Specific Conditions

Calculation Period commencing on Exercise Date	Multiplication Factor
[•]	[•]

]

[Einfügen bei Zinscap-Optionsscheinen mit Multiplikationsfaktor:

Tabelle 1A – in Ergänzung zu Teil A. Produktbezogene Bedingungen

Laufzeitbeginn der Berechnungsperiode am Ausübungstag	Multiplikationsfaktor
[•]	[•]

]

Table 2 – in addition to Part B. Underlying Specific Conditions

Underlying / Type of Underlying	ISIN of the Underlying [/ Company]	Currency of the Underlying	[Exchange Rate Screen Page]	[Index Sponsor]	[Related Exchange] [/] [Reference Market] [/] [Initial Transaction Fee] [/] [Maximum Transaction Fee]	[Rollover Days] [/] [Relevant Expiration Months] [Months]] [/] [Initial][Expiration Date]	[Underlying Price] [/] [Base Currency] [/] [Reference Currency]	[Screen Page] [/] [Knock-Out Price Screen Page] [/] [Information Service Provider] [/] [Relevant Time]	[insert additional definitions: [•]]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Tabelle 2 – in Ergänzung zu Teil B. Basiswertbezogene Bedingungen

Basiswert / Art des Basiswerts	ISIN [/ Ges ell- schaft]	Währung des Basiswerts	[Wechselkurs- Bildschirmsei- te]	[Index Sponsor]	[Maßgebliche Terminbörse] [/] [Referenzmarkt] [/] [Anfänglichen Transaktionsgebü- hr] [/] [Maximale Transaktionsgebü- hr]	[Rollovertag] [/] [Maßgeblich e [Verfallsmon- ate][Monate]] [/] [Anfängliche r] [Verfalltermi- n]	[Kursreferenz] [/] [Handelswähru- ng] [/] [Referenzwähru- ng]	[Bildschirmseite] [/] [Bildschirmseite für Knock-Out Kurs] [/] [Wirtschaftsinfor- mationsdienstes] [/] [Maßgebliche Zeit]	[weitere Definition(en) einfügen:][•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

OTHER INFORMATION	WEITERE INFORMATIONEN
<p><i>Interest of natural and legal persons involved in the issue/offer</i></p>	<p><i>Interessen an der Emission beteiligter natürlicher und juristischer Personen</i></p>
<p>[Concerning interests of individuals or legal entities involved in the issue as well as potential conflicts of interests resulting from this, see under "2.2.4. Risk factors relating to conflicts of interest" in Section "2.2 Factors which are material for the purpose of assessing the market risks associated with Warrants issued under the Programme" of the Base Prospectus.][●]</p>	<p>[In Bezug auf Interessen von an der Emission beteiligter natürlicher und juristischer Personen sowie daraus resultierender potentieller Interessenkonflikte siehe unter "2.2.4. Risikofaktoren in Bezug auf Interessenkonflikten" im Abschnitt "2.2 Faktoren, die wesentlich für die Beurteilung der mit den, unter dem Basisprospekt emittierten, Optionsscheinen verbundenen Marktrisiken sind" des Basisprospekts.][●]</p>
<p><i>Offer method</i></p>	<p><i>Angebotsmethode</i></p>
<p>[insert in the case of Warrants without subscription period: The Warrants are being offered over-the-counter on a continuous basis ("tap issue" (<i>Daueremission</i>)).</p>	<p>[im Fall von Optionsscheinen ohne Zeichnungsfrist einfügen: Die Optionsscheine werden in einem freihändigen, fortlaufenden Angebot (<i>Daueremission</i>) angeboten.</p>
<p>The Issuer intends to offer the Warrants issued under these Final Terms from [insert start date of Offer Period: ●] to [●] [the Final Valuation Date] [and/or to] [the date of the termination of the Warrants] [and/or to the date on which the Issuer cease to continue the public offer of the Warrants] (the "Offer Period") in [Austria][,][and] [Germany][,][and] [the Czech Republic][,][and] [Hungary][,][and] [Romania].]</p>	<p>Die Emittentin beabsichtigt, die unter diesen Endgültigen Bedingungen begebenen Optionsscheine vom [Starttag der Angebotsfrist einfügen: ●] bis zum [●] [Finalen Bewertungstag] [bzw. bis zum] [Tag der Kündigung der Optionsscheine] [bzw. bis zum Tag, an dem die Emittentin das öffentliche Angebot der Optionsscheine nicht mehr fortsetzt,] (die "Angebotsfrist") in [Österreich][,][und] [Deutschland][,][und] [der Tschechischen Republik][,][und] [Ungarn][,][und] [Rumänien] anzubieten.]</p>
<p>[insert in the case of Warrants with subscription period: The Warrants are being offered during a subscription period at a fixed price [plus an issuing premium]. When the respective subscription period has ended, the Warrants will be sold and offered on a continuous basis over-the-counter. [The Issuer intends to offer the Warrants issued under these Final Terms from [insert start date of Offer Period: ●] to [●] [the Final Valuation Date] [and/or to] [the date of the termination of the Warrants] [and/or to the date on which the Issuer cease to continue the public offer of the Warrants] (the "Offer Period") in [Austria][,][and] [Germany][,][and] [the Czech Republic][,][and] [Hungary][,][and] [Romania].]</p>	<p>[im Fall von Optionsscheinen mit Zeichnungsfrist einfügen: Die Optionsscheine werden während einer Zeichnungsfrist zu einem festen Preis [zuzüglich eines Ausgabeaufschlages] angeboten. Nach Abschluss der jeweiligen Zeichnungsfrist werden die Optionsscheine freihändig fortlaufend verkauft und angeboten. Die Emittentin beabsichtigt, die unter diesen Endgültigen Bedingungen begebenen Optionsscheine vom [Starttag der Angebotsfrist einfügen: ●] bis zum [●] [Finalen Bewertungstag] [bzw. bis zum] [Tag der Kündigung der Optionsscheine] [bzw. bis zum Tag, an dem die Emittentin das öffentliche Angebot der Optionsscheine nicht mehr fortsetzt,] (die</p>

	"Angebotsfrist") in [Österreich],[,][und] [Deutschland],[,][und] [der Tschechischen Republik],[,][und] [Ungarn],[,][und] [Rumänien] anzubieten.]
[The subscription period begins on [●] and ends on [●].]	[Die Zeichnungsfrist beginnt am [●] und endet am [●].]
The Issuer reserves the right to terminate [the subscription period][the offer] early for any reason whatsoever. [If a total subscription volume of [●] for the Warrants has been reached prior to the end of the subscription period at any time on a business day, the Issuer will terminate the subscription period for the Warrants at the relevant time on that business day without prior notice. The Issuer is not obliged to issue subscribed Warrants.]	Die Emittentin behält sich vor, [die Zeichnungsfrist][das Angebot], gleich aus welchem Grund, vorzeitig zu beenden. [Ist vor Beendigung der Zeichnungsfrist zu irgendeinem Zeitpunkt an einem Geschäftstag bereits ein Gesamtzeichnungsvolumen von [●] für die Optionsscheine erreicht, beendet die Emittentin die Zeichnungsfrist für die Optionsscheine zu dem betreffenden Zeitpunkt an diesem Geschäftstag ohne vorherige Bekanntmachung. Die Emittentin ist nicht verpflichtet, gezeichnete Optionsscheine zu emittieren.]
[The Issuer reserves the right to cancel the issue of the Warrants for any reason whatsoever.]	[Die Emittentin behält sich das Recht vor, die Emission der Optionsscheine, gleich aus welchem Grund, zu stornieren.]
[In particular, the issue of the Warrants depends, among other things, on whether the Issuer has received a total volume of at least [●] valid subscription applications for the securities by the end of the subscription period. If this condition is not met, the Issuer may cancel the issue of the Warrants at the end of the subscription period.]	[Insbesondere hängt die Emission der Optionsscheine unter anderem davon ab, ob beim Emittenten bis zum Ende der Zeichnungsfrist gültige Zeichnungsanträge für die Wertpapiere in einem Gesamtvolumen von mindestens [●] eingehen. Sollte diese Bedingung nicht erfüllt sein, kann die Emittentin die Emission der Optionsscheine zum Ende der Zeichnungsfrist stornieren.]
[If the Subscription Period is early terminated or extended or if no issuance occurs, the Issuer will publish a corresponding notice on the website [www.erstegroup.com][●].]	[Sofern die Zeichnungsfrist vorzeitig beendet wird bzw. sofern keine Emission erfolgt, wird die Emittentin eine entsprechende Mitteilung auf der Website [www.erstegroup.com][●] veröffentlichen.]
[where applicable: Minimum subscription amount: [●] Warrants]	[sofern anwendbar: Mindestzeichnungsbetrag: [●] Optionsscheine]
[where applicable: Maximum subscription amount: [●] Warrants]	[sofern anwendbar: Höchstzeichnungsbetrag: [●] Optionsscheine]
Listing and Trading	Börsennotierung und Handel
[Vienna Stock Exchange],[,][and] [Stuttgart Stock Exchange (EUWAX)],[,][and] [Budapest Stock Exchange],[,][and] [Bucharest Stock Exchange],[,][and] [Prague Stock Exchange] [The Warrants are	[Wiener Börse],[,][und] [Börse Stuttgart (EUWAX)],[,][und] [Budapester Börse],[,][und] [Bukarester Börse],[,][und] [Prager Börse] [Die Optionsscheine sind an keinem Markt zum

not admitted to trading or listed on any market].	Handel zugelassen oder notiert].
Costs and fees when purchasing the Warrants	Kosten und Gebühren beim Erwerb der Optionsscheine
[There are no expenses and taxes specifically charged to the subscriber or purchaser, which are charged or deducted by the Issuer.]	[Es bestehen keine Aufwendungen oder Steuern, die den Zeichner oder Erwerbern von der Emittentin speziell abgezogen oder in Rechnung gestellt werden.]
[•]	[•]
Consent to use the Prospectus	Zustimmung zur Verwendung des Prospekts
The Issuer consents that (i) all credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Warrants and (ii) each further financial intermediary that is disclosed on the website of the Issuer under "www.erstegroup.com" as an intermediary that is given the Issuer's consent to the use of the Prospectus for the reselling or final placing of the Warrants (together, the " Financial Intermediaries ") are entitled to use the Prospectus for the subsequent resale or final placement of Warrants in the Offer State[s] [during the period the Base Prospectus is valid according to § 6a of the Austrian Capital Market Act] [<i>insert offer period: •</i>].	Die Emittentin erteilt (i) allen Kreditinstituten im Sinne der Richtlinie 2013/36/EU, die als Finanzintermediäre handeln und die Optionsscheine weiterveräußern oder endgültig platzieren und (ii) allen weiteren Finanzintermediären, die auf der Internetseite der Emittentin "www.erstegroup.com" angegeben sind als Intermediäre, denen die Emittentin ihre Zustimmung zur Verwendung des Prospekts für den Wiederverkauf und die endgültige Platzierung von Optionsscheinen erteilt hat, (die " Finanzintermediäre ") ihre Zustimmung zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung der Optionsscheine [im Angebotsland][in den Angebotsländern] [während der Dauer der Gültigkeit des Basisprospekts gemäß § 6a Kapitalmarktgesetz] [<i>Angebotsfrist einfügen: •</i>].
[Further, such consent is subject to and given under the condition [•].]	[Des Weiteren erfolgt die Zustimmung vorbehaltlich und unter der Voraussetzung, dass [•].]
Information relating to the Underlying	Angaben zum Basiswert
The information contained hereinafter about the [relevant] Underlying consists of excerpts and summaries of publicly available sources[, which [may] have been translated into English language]. The Issuer confirms that this information has been accurately reproduced and that – as far as the Issuer is able to ascertain from publicly accessible information available to it – no facts have been omitted, which would render the reproduced information[, which [may] have been translated into English language] inaccurate	Die im Folgenden über den [jeweiligen] Basiswert enthaltenen Angaben bestehen aus Auszügen und Zusammenfassungen von öffentlich verfügbaren Quellen[, die [gegebenenfalls] ins Englische übersetzt wurden]. Die Emittentin bestätigt, dass diese Angaben korrekt wider gegeben werden und dass, soweit der Emittentin bekannt ist und die Emittentin aus den ihr vorliegenden öffentlich zugänglichen Informationen entnehmen konnte, keine Tatsachen ausgelassen wurden, die die

<p>or misleading. Neither the Issuer nor the Offeror accept any other or further responsibilities in respect of this information. In particular, the Issuer does not accept any responsibility for the accuracy of the information concerning the [relevant] Underlying or provides any guarantee that no event has occurred which might affect the accuracy or completeness of this information.</p>	<p>übernommenen [und [gegebenenfalls] ins Englische übersetzten] Informationen unkorrekt oder irreführend darstellen würden. Weder die Emittentin noch die Anbieterin übernehmen hinsichtlich dieser Information sonstige oder weiterreichende Verantwortlichkeiten. Insbesondere übernimmt die Emittentin keine Verantwortung für die Richtigkeit der den [jeweiligen] Basiswert betreffenden Informationen oder dafür, dass kein die Richtigkeit oder Vollständigkeit dieser Informationen beeinträchtigendes Ereignis eingetreten ist.</p>
<p><i>[Description of the Underlying: •</i> <i>The Issuer may, but is not obliged to, include additional information here as to additional provisions, relating to the Underlying including, if applicable, Index disclaimer(s).]</i></p>	<p><i>[Basiswertbeschreibung: •</i> <i>Die Emittentin kann, ohne dazu verpflichtet zu sein, weitere Informationen in Bezug auf die/den Basiswert(e) einfügen, einschließlich (sofern anwendbar) Index Disclaimer.]</i></p>
<p><i>[in the case of an index as Underlying and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, insert: The Issuer makes the following statements:</i></p>	<p><i>[im Fall, dass ein Index der Basiswert ist und dieser Index durch eine juristische oder natürliche Person zur Verfügung gestellt wird, die in Verbindung mit dem Emittenten oder in dessen Namen handelt, einfügen: Der Emittent gibt folgende Erklärungen ab:</i></p>
<p>the complete set of rules of the index and information on the performance of the index are freely accessible on the website[s] of the [Issuer www .erstegroup.com] [and] [the Index Sponsor (www .[insert website(s) of the applicable Index Sponsor. •)]; and</p>	<p>Sämtliche Regeln des Index und Informationen zu seiner Wertentwicklung sind kostenlos auf [der Webseite der Emittentin www .erstegroup.com] [bzw.] [des Index-Sponsors (www .[maßgebliche Webseite(n) des Index-Sponsors einfügen: •])] abrufbar; und</p>
<p>the governing rules (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.]</p>	<p>die Regelungen des Index (einschließlich Indexmethode für die Auswahl und die Neuabwägung der Indexbestandteile, Beschreibung von Marktstörungsereignissen und Anpassungsregeln) basieren auf vorher festgelegten und objektiven Kriterien.]</p>
<p>Information about the past and future performance and volatility of the Underlying [are available [in each case] on the website specified in the Contractual Terms][insert different rule: •].</p>	<p>Angaben zu der vergangenen und künftigen Wertentwicklung und Volatilität des Basiswerts[sind [jeweils] auf der in den Vertraglichen Bedingungen genannten Internetseite erhältlich][andere Regelung einfügen: •].</p>
<p>Publication of post-issuance information</p>	<p>Veröffentlichung von Mitteilungen nach erfolgter Emission</p>
<p>[Except for the notices referred to in the Terms and Conditions, the Issuer does not intend to publish any post-issuance information.][insert</p>	<p>[Die Emittentin beabsichtigt, mit Ausnahme der in den Bedingungen genannten Bekanntmachungen, keine Veröffentlichung von</p>

<i>different rule, if applicable: •]</i>	Informationen nach erfolgter Emission.][<i>gegebenenfalls andere Regelung einfügen: •]</i>
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<p style="text-align: center;">[EXPLANATION OF MECHANISM OF WARRANTS</p>	<p style="text-align: center;">[DARSTELLUNG DER FUNKTIONSWEISE DER OPTIONSSCHEINE</p>
<p><i>[Insert examples in order to explain how the value of the Warrants is affected by the value of the Underlying]]</i></p>	<p><i>[Gegebenenfalls Beispiel(e) einfügen, um zu erklären, wie der Wert der Optionsscheine durch den Wert des Basiswerts beeinflusst wird]]</i></p>

ANNEX – ISSUE SPECIFIC SUMMARY	ANHANG – EMISSIONSSPEZIFISCHE ZUSAMMENFASSUNG
<i>[Issuer to annex issue specific summary to the Final Terms]</i>	<i>[emissionsspezifische Zusammenfassung den Endgültigen Bedingungen von Emittentin beizufügen]</i>

RESPONSIBILITY STATEMENT OF ERSTE GROUP BANK AG

Erste Group Bank AG, with its registered office at Am Belvedere 1, A-1100 Vienna, Austria, is responsible for the information given in this Prospectus.

The Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of the knowledge of the Issuer, in accordance with the facts and contains no omission likely to affect its import.

Vienna, 13 July 2017

Erste Group Bank AG

as Issuer

Oswald Huber

Head of Group Markets

Bernhard Leder

Head of Group Markets Origination
and Funding

GLOSSARY AND LIST OF ABBREVIATIONS

For ease of reference, the glossary below sets out certain abbreviations and meanings of certain terms used in the Prospectus. Readers of the Prospectus should always have regard to the full description of a term contained in the Prospectus.

AB	advisory board
Additional Disruption Event	each Additional Disruption Event as set out in Section 13 of the Issue Specific Conditions
Adjustment Amount	the Adjustment Amount as set forth in Section 3 of the Issue Specific Conditions
Adjustment Date	the Adjustment Date as set forth in Section 3 of the Issue Specific Conditions
Adjustment Factor	the Adjustment Factor as set forth in Section 3 of the Issue Specific Conditions
Adjustment of the Option Right	the Adjustment of the Option Right as set out in Section 12 of the Underlying Specific Conditions
APIs	application programming interfaces
AT 1	own funds pursuant to Article 51 CRR (<i>Additional Tier 1</i>)
Audited Consolidated Financial Statements 2015	the German language version of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2015
Audited Consolidated Financial Statements 2016	the German language version of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2016
Austrian Markets	the Official Market (<i>Amtlicher Handel</i>) and the Second Regulated Market (<i>Geregelter Freiverkehr</i>) of the Vienna Stock Exchange (<i>Wiener Börse</i>)
Austrian Savings Banks Sector	the Austrian Savings Banks Sector which comprises all savings banks in Austria, except for UniCredit Bank Austria AG which is legally organised as a savings bank and participates in the savings banks deposit insurance system
Automatic Exercise	Automatic Exercise of Warrants as set forth in Section 7 of the Issue Specific Conditions
Banking Union	an EU-level banking supervision and resolution system which operates on the basis of EU-wide rules. It consists of all euro area countries and those Member States that choose to participate
BaSAG	Austrian Recovery and Resolution Act (<i>Sanierungs- und Abwicklungsgesetz – BaSAG</i>)
Base Currency	the currency being traded in an international foreign exchange trading
Basel III	(final) international regulatory framework for credit institutions

published in June 2011 and January 2013 by the BCBS

BCBS	Basel Committee on Banking Supervision
BCR	Banca Comercială Română S.A.
BRRD	Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council (<i>Bank Recovery and Resolution Directive - BRRD</i>)
Business Day	each Business Day as set out in Section 8 of the Issue Specific Conditions
BWG	Austrian Banking Act (<i>Bankwesengesetz - BWG</i>)
Calculation Agent	the Calculation Agent as set forth in Section 3 of the General Conditions
Calculation Date	the Calculation Date as set out in Section 12 of the Underlying Specific Conditions
Calculation Hours	the Calculation Hours as set out in Section 12 of the Underlying Specific Conditions
Call Warrants	Warrants for which the Warrant Type specified in Table 1 in the Annex to the Issue Specific Conditions is Call
Cash Amount	the Cash Amount as set out in Section 2 of the Issue Specific Conditions
CEE	Central Eastern Europe
Česká spořitelna	Česká spořitelna, a.s.
CET 1	own funds pursuant to Article 26 CRR (<i>Common Equity Tier 1</i>)
Change of Law	a Change of Law as set out in Section 12 of the Underlying Specific Conditions
CHF	Swiss Francs
Clearing System	the Clearing System as set forth in Section 2 of the General Conditions
Company	the Company as set out in Section 12 of the Underlying Specific Conditions
Conditions	Terms and Conditions applicable to such a Series of Warrants which consist of the Issue Specific Conditions as replicated in the respective Final Terms and the General Conditions
Correction Termination Date	the Correction Termination Date as set forth in Section 5 of the General Conditions

Current Knock-Out Barrier	the Current Knock-Out Barrier as set out in Section 5 of the Issue Specific Conditions
Current Strike	the Current Strike as set out in Section 3 of the Issue Specific Conditions
Current Underlying	the Current Underlying as set out in Section 12 of the Issue Specific Conditions
Currency Conversion	Currency Conversion as set out in Section 2 of the Issue Specific Conditions
CRD IV	Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (<i>Capital Requirements Directive IV – CRD IV</i>)
CRR	Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation – CRR</i>)
DGS	Deposit Guarantee Schemes
DGSD	Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes
Die Erste	DIE ERSTE österreichische Spar-Casse Bank Aktiengesellschaft
Dividend Effect	the Dividend Effect as set out in Section 3 of the Issue Specific Conditions
Dividend Factor	the Dividend Factor as set out in Section 3 of the Issue Specific Conditions
Dividend Record Date	the Dividend Record Date as set out in Section 3 of the Issue Specific Conditions
EBA	European Banking Authority
EBH	Erste Bank Hungary
EBRD	European Bank for Reconstruction and Development
ECB	European Central Bank
EEA	European Economic Area
EFSF	European Financial Stability Facility
EIB	European Investment Bank
Error Termination Date	the Error Termination Date as set forth in Section 5 of the General Conditions
Erste Bank Croatia	Erste & Steiermärkische Bank, d.d.

Erste Bank Hungary	Erste Bank Hungary Zrt.
Erste Bank Oesterreich	Erste Bank der oesterreichischen Sparkassen AG
Erste Bank Serbia	Erste Bank a.d., Novi Sad
Erste Bank Ukraine	JSC Erste Bank
Erste Group	consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in the Slovak Republic, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia and, in Austria, savings banks of the Haftungsverbund, s-Bausparkasse, Erste Group Immorent AG, and others.
Erste Group Bank	Erste Group Bank AG
Erste Stiftung	DIE ERSTE österreichische Spar-Casse Privatstiftung
ESAEG	Austrian Deposit Guarantee and Investor Protection Act (<i>Einlagensicherungs- und Anlegerentschädigungsgesetz – ESAEG</i>)
ESM	European Stability Mechanism
ESRB	European Systemic Risk Board
EU	European Union
EUR	Euro
Exchange Rate Screen Page	the Exchange Rate Screen Page as set out in Section 2 of the Issue Specific Conditions
Exercise Date	the Exercise Date as set out in Section 8 of the Issue Specific Conditions
Exercise Notice	the Exercise Notice as set out in Section 7 of the Issue Specific Conditions
Exercise Period	the Exercise Period as set out in Section 7 of the Issue Specific Conditions
Exercise Style	the Exercise Style as set out in Section 7 of the Issue Specific Conditions
Exercise Time	the Exercise Time as set out in Section 7 of the Issue Specific Conditions
Fair Value Method	when determining the Termination Amount in the case of a termination as a consequence of a takeover offer, if the consideration consists exclusively or predominantly of cash, other market parameters prior to the announcement of the takeover offer may be taken into account in accordance with the usual methods at futures exchanges for determining the theoretical fair value, particularly expected dividends and implied volatilities, in addition to the price of the Underlying after announcement of the takeover offer.

FATCA	Sections 1471 to 1474 of the U.S. Internal revenue Code of 1986, as amended, (or any regulations thereunder or official interpretations thereof)
FBSchVG	Austrian Act on Covered Bank Bonds (<i>Gesetz betreffend fundierte Bankschuldverschreibungen - FBSchVG</i>)
FED	U.S. Federal Reserve Bank
Final Terms	final terms setting forth the applicable terms and conditions for Warrants issued under this Prospectus, a form of which is included in this Prospectus
Final Valuation Date	the Final Valuation Date as set out in Section 8 of the Issue Specific Conditions
Financial Intermediaries	credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Warrants
First Day of the Exercise Period	the First Day of the Exercise Period of the Warrant as set out in Section 7 of the Issue Specific Conditions
First Observation Date	the First Observation Date as set out in Section 6 of the Issue Specific Conditions
First Settlement Date	the First Settlement Date of the Warrant as set out in Section 8 of the Issue Specific Conditions
Fitch	Fitch Ratings Ltd
FMA	Austrian Financial Market Authority (<i>Finanzmarktaufsichtsbehörde - FMA</i>)
Foreign Currency Refinancing Rate	the Foreign Currency Refinancing Rate as set forth in Section 3 of the Issue Specific Conditions
FSB	Financial Stability Board
FTT	financial transaction tax, the introduction of which has been proposed by the European Commission in September 2011
FX loans	loans which are denominated in currencies other than their relevant local currencies
General Conditions	General Conditions of the Warrants as set out under 4.2 of the Terms and Conditions
GDP	gross domestic product
GiroCredit	GiroCredit Bank Aktiengesellschaft der Sparkassen
Global Note	the Global Note as set forth in Section 2 of the General Conditions
G-SIIs	global systemically important institutions
Haftungsverbund	cross guarantee system that was formed on the basis of a set of agreements (<i>Grundsatzvereinbarung</i>) with the majority of the

	Austrian savings banks
HRK	Croatian Kuna
HUF	Hungarian Forint
HypBG	Austrian Mortgage Bank Act (<i>Hypothekbankgesetz - HypBG</i>)
IAS	International Accounting Standards
IFRS	International Financial Reporting Standards
IGAs	intergovernmental agreements entered into between a number of jurisdictions and the United States to implement FATCA
IMF	International Monetary Fund
Index Sponsor	the Index Sponsor as set out in Section 12 of the Underlying Specific Conditions
Initial Knock-Out Barrier	the Initial Knock-Out Barrier as set out in Section 5 of the Issue Specific Conditions
Initial Reference Date	the Initial Reference Date as set out in Section 8 of the Issue Specific Conditions
Initial Strike	the Initial Strike as set out in Section 3 of the Issue Specific Conditions
Initial Transaction Fee	the Initial Transaction Fee as set out in Section 12 of the Underlying Specific Conditions
Interest Determination Date	the Interest Determination Date as set out in Section 2 of the Issue Specific Conditions
IRB approach	internal ratings-based approach
Issue Specific Conditions	the Issue Specific Conditions of the Warrants which set out as part III.1 of the Terms and Conditions consisting of the Product Specific Conditions and the Underlying Specific Conditions
ISIN	International Securities Identification Number
Issuer	Erste Group Bank AG
KMG	Austrian Capital Market Act (<i>Kapitalmarktgesetz - KMG</i>)
Knock-Out Cash Amount	the Knock-Out Cash Amount as set out in Section 6 of the Issue Specific Conditions
Knock-Out Barrier	the Knock-Out Barrier as set out in Section 5 of the Issue Specific Conditions
Knock-Out Event	the Knock-Out Event as set out in Section 6 of the Issue Specific Conditions
Knock-Out Price	the Knock-Out Price as set out in Section 12 of the Underlying Specific Conditions

Knock-Out Price Screen Page	the Knock-Out Price Screen Page as set out in Section 12 of the Underlying Specific Conditions
Knock-Out Reference Price	the Knock-Out Reference Price as set out in Section 6 of the Issue Specific Conditions
Last Day of the Exercise Period	the Last Day of the Exercise Period of the Warrant as set out in Section 7 of the Issue Specific Conditions
Last Observation Date	The Last Observation Date as set out in Section 6 of the Issue Specific Conditions
Liquidity Reserve	a specified amount of savings deposits and other Euro deposits that Austrian Savings Banks are required to hold with Erste Group Bank, as the central institution (<i>Zentralinstitut</i>) of the savings bank group pursuant to the BWG
Management Board	the management board (<i>Vorstand</i>) of the Issuer
Market Disruption Event	each Market Disruption Event as set forth in Section 11 of the Issue Specific Conditions
Markets	the Austrian Markets, the Stuttgart Stock Exchange (<i>Börse Stuttgart</i>) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange
Maximum Transaction Fee	the Maximum Transaction Fee as set out in Section 12 of the Underlying Specific Conditions
MB	the management board (<i>Vorstand</i>)
MiFID	Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC (<i>Markets in Financial Instruments Directive - MiFID</i>)
MiFID II	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (<i>Markets in Financial Instruments Directive II – MiFID II</i>)
MiFIR	Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (<i>Markets in Financial Instruments Regulation - MiFIR</i>)
Minimum Exercise Number	the Minimum Exercise Number as set out in Section 7 of the Issue Specific Conditions
Minimum Trading Number	the Minimum Trading Number as set out in Section 1 of the Issue Specific Conditions
Moody's	Moody's Deutschland GmbH
MREL	minimum requirement for own funds and eligible liabilities

Multiplication Factor	the Multiplication Factor as set out in Section 2 of the Issue Specific Conditions
Multiplier	the Multiplier as set out in Section 4 of the Issue Specific Conditions
Non-Exempt Offer	an offer of Warrants other than pursuant to Article 3 (2) of the Prospectus Directive
NPL	non-performing loans
Observation Date	the Observation Date as set out in Section 6 of the Issue Specific Conditions
OeKB CSD	OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Vienna, Austria
Offer of Warrants to the public	the communication in any form and by any means of sufficient information on the terms of the offer and the Warrants to be offered so as to enable an investor to decide to purchase or subscribe the Warrants, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State
Option Right	the Option Right as defined in Section 1 of the Issue Specific Conditions
O-SII buffer	capital buffer relating to other systemically important institutions (O-SIIs)
O-SIIs	other systemically important institutions
Participating Member States	the Member States participating in the enhanced cooperation in the area of financial transaction tax pursuant to the proposal for a "Council Directive implementing enhanced cooperation in the area of financial transaction tax" dated 14 February 2013
Potential Adjustment Events	the Potential Adjustment Events as set out in Section 12 of the Underlying Specific Conditions
Programme	the Programme of Erste Group Bank AG for the issuance of Warrants which is established by this Prospectus
Prospectus	this Prospectus
Prospectus Directive	Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended (which includes the amendments made by the Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014)
Prospectus Regulation	Commission Regulation (EC) No 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements
Put Warrants	Warrants for which the Warrant Type specified in Table 1 in the Annex to the Issue Specific Conditions is Put
Quanto	a mechanism by which the Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate

	of one unit of the Reference Currency to one unit of the Settlement Currency as set forth in Section 2 of the Issue Specific Conditions
Readjustment Factor	the Readjustment Factor as set forth in Section 3 of the Issue Specific Conditions
Reference Banks	the Reference Banks as set out in Section 12 of the Underlying Specific Conditions
Reference Currency	the Reference Currency as set out in Section 2 of the Issue Specific Conditions
Reference Market	the Reference Market as set out in Section 12 of the Underlying Specific Conditions
Reference Price	the Reference Price as set out in Section 2 of the Issue Specific Conditions
Refinancing Rate	the Refinancing Rate as set forth in Section 3 of the Issue Specific Conditions
Related Exchange	the Related Exchange as set forth in Section 11 of the Underlying Specific Conditions
Relevant Country	the Relevant Country as set out in Section 11 of the Underlying Specific Conditions
Relevant Implementation Date	the date on which the Prospectus Directive is implemented in a Relevant Member State
Relevant Member State	Member State of the EEA which has implemented the Prospectus Directive
Repayment Date	the Repayment Date as set out in Section 9 of the Issue Specific Conditions
Rollover	the technic by which the Underlying is replaced by the Issuer in the case of Open End Warrants at a point in time since Futures Contracts as Underlying of the Warrants have a fixed expiration date in each case.
Rollover Date	the Rollover Date as set out in Section 12 of the Underlying Specific Conditions
Rollover Time	the Rollover Time as set out in Section 12 of the Underlying Specific Conditions
ROTE	Return on Tangible Equity
RWA	risk-weighted assets
Salzburger Sparkasse	Salzburger Sparkasse Bank AG
SB	supervisory board (<i>Aufsichtsrat</i>)
s-Bausparkasse	Bausparkasse der österreichischen Sparkassen Aktiengesellschaft
Screen Page	the Screen Page as set out in Section 12 of the Underlying Specific Conditions

Securities Act	United States Securities Act of 1933, as amended
Securities Depository	the Securities Depository as set out in Section 2 of the General Conditions
Series	Series of the Warrants as specified in the Final Terms
Settlement Currency	the Settlement Currency as set out in Section 2 of the Issue Specific Conditions
Slovenská sporiteľňa	Slovenská sporiteľňa, a.s.
SME	small and medium enterprises
SRB	Single Resolution Board
SREP	Supervisory Review and Evaluation Processes
SRM	Single Resolution Mechanism
SRM Regulation	Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (<i>Single Resolution Mechanism Regulation – SRM Regulation</i>)
SSM	Single Supervisory Mechanism
Standard & Poor's	Standard & Poor's Credit Market Services Europe Ltd. (Niederlassung Deutschland)
Steering Company	Haftungsverbund GmbH
Strike	the Strike as set out in Section 3 of the Issue Specific Conditions
Strike Amount Rounding	the Strike as set out in Section 3 of the Issue Specific Conditions
Substitute Reference Market	the Substitute Reference Market as set out in Section 12 of the Underlying Specific Conditions
Substitute Share	the Substitute Share as set out in Section 12 of the Underlying Specific Conditions
Successor Currency	the Successor Currency as set out in Section 12 of the Underlying Specific Conditions
Successor Index Sponsor	the Successor Index Sponsor as set out in Section 12 of the Underlying Specific Conditions
Successor Underlying	the Successor Underlying as set out in Section 12 of the Underlying Specific Conditions
Successor Value	the Successor Value as set out in Section 12 of the Underlying Specific Conditions
Summary	the summary of this Prospectus which is included in this Prospectus

Supervisory Board	the supervisory board (<i>Aufsichtsrat</i>) of the Issuer
t	the number of calendar days during the Calculation Period
Tap issue	permanent and/or repeated issues of Warrants where individual issues of Warrants will be offered permanently (<i>Daueremissionen</i>), where Warrants may be issued during most of their term at a price determined and adjusted from time to time by the Issuer
TARGET2-System	Trans-European Automated Real-time Gross Settlement Express Transfer System 2 or its successor
Term of the Warrants	the Term of the Warrants as set out in Section 8 of the Issue Specific Conditions
Terms and Conditions	the terms and conditions of the Warrants which are composed of the Issue Specific Conditions and the General Conditions and which are set out on pages 86 <i>et seqq</i> of this Prospectus
Termination Amount	the Termination Amount as set out in Section 10 of the Issue Specific Conditions as regards the ordinary termination and as set out in Section in Section 13 of the Underlying Specific Conditions as regards the extraordinary termination and as set out in Section 5 of the General Conditions as regards corrections and errors.
Termination Date	the Termination Date as set out in Section 10 of the Issue Specific Conditions as regards the ordinary termination and as set out in Section in Section 13 of the Underlying Specific Conditions as regards the extraordinary termination and as set out in Section 5 of the General Conditions as regards corrections and errors.
Tier 2	own funds pursuant to Article 62 CRR (<i>Tier 2</i>)
Tiroler Sparkasse	Tiroler Sparkasse Bankaktiengesellschaft Innsbruck
TLAC	total loss-absorbing capacity
Tranche	a tranche of a Series of Warrants
Transaction Fee	the Transaction Fee as set out in Section 12 of the Underlying Specific Conditions
Turbo Long	Turbos for which the Warrant Type specified in Table 1 in the Annex to the Issue Specific Conditions is Turbo Long
Turbo Short	Turbos for which the Warrant Type specified in Table 1 in the Annex to the Issue Specific Conditions is Turbo Short
Unaudited Interim Condensed Consolidated Financial Statements as of 31 March 2017	the English translation of the unaudited interim condensed consolidated financial statements of Erste Group for the first quarter year ended 31 March 2017
Underlying	each Underlying as set out in Section 12 of the Issue Specific Conditions
Underlying Price	the Underlying Price as set out in Section 12 of the Terms and Conditions

USD	the currency of the United States of America
Vienna Stock Exchange	<i>Wiener Börse</i>
VIG	Vienna Insurance Group
WKN	German securities identification number

GERMAN TRANSLATIONS

The following translation of the original summary and of the original risk factors of the Prospectus has not been approved by the FMA. Further, the FMA did not review its consistency with the original parts of the Prospectus.

Die folgende Übersetzung der originalen Zusammenfassung und der originalen Risikofaktoren des Prospekts wurde nicht von der FMA gebilligt. Auch die Übereinstimmung mit den originalen Abschnitten des Prospekts wurde nicht von der FMA geprüft.

GERMAN TRANSLATION OF THE SUMMARY

*Diese Zusammenfassung (die "**Zusammenfassung**") setzt sich aus als Schlüsselinformationen (die "**Schlüsselinformationen**") bezeichneten geforderten Angaben zusammen. Diese Schlüsselinformationen sind in den Abschnitten A - E (A.1 - E.7) nummeriert.*

Diese Zusammenfassung enthält all die geforderten Schlüsselinformationen, die in einer Zusammenfassung für diese Art der Wertpapieren und der Emittentin einzubeziehen sind. Da gewisse Schlüsselinformationen nicht adressiert werden müssen, können Lücken in der Nummerierung der Schlüsselinformationen vorhanden sein.

Auch wenn grundsätzlich eine Schlüsselinformation aufgrund der Art der Wertpapiere und der Emittentin in dieser Zusammenfassung aufzuführen wäre, ist es möglich, dass hinsichtlich dieser Schlüsselinformation keine relevanten Angaben gemacht werden können. In einem solchen Fall wird eine kurze Beschreibung der Schlüsselinformation in dieser Zusammenfassung mit dem Hinweis "Nicht anwendbar" aufgenommen.

[Diese Zusammenfassung enthält Optionen, die in eckige Klammern gesetzt oder kursiv geschrieben werden (neben den entsprechenden Übersetzungen einzelner rechtlicher Begriffe) und Platzhalter in Bezug auf die unter dem Programm zu begebenden Optionsscheine. Die Zusammenfassung der einzelnen Emission von Optionsscheinen wird die einzelnen für die Optionsscheine anwendbaren Optionen beinhalten, gemäß den maßgeblichen Endgültigen Bedingungen, und wird die Informationen, die frei gelassen wurden, wie durch die maßgeblichen Endgültigen Bedingungen ergänzt, enthalten.]

[Im Fall von Multi-Emissionen, d.h. sofern mehr als eine Serie von Optionsscheinen in der emissionsspezifischen Zusammenfassung enthalten ist, einfügen: Einige Schlüsselinformationen können in Bezug auf einzelne in diesem Zusammenhang beschriebenen Serien von Optionsscheinen voneinander abweichen. In diesem Fall wird die entsprechende Angabe bezüglich der einzelnen Serie von Optionsscheinen oder eines bestimmten Basiswerts durch die Erwähnung der entsprechenden ISIN der Serie oder eines anderen eindeutigen Identifikationsmerkmals in Zusammenhang mit dieser Angabe kenntlich gemacht.]

A. EINLEITUNG UND WARNHINWEISE

A.1 Warnhinweis: Diese Zusammenfassung (die "**Zusammenfassung**") ist als Einführung zu dem Prospekt (der "**Prospekt**") über das Optionsscheine Programm (das "**Programm**") zu lesen.

Jede Entscheidung des Anlegers über eine Investition in unter diesem Prospekt begebene Optionsscheine (die "**Optionsscheine**") sollte sich auf eine Berücksichtigung des Prospekts als Ganzen stützen.

Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in dem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach den nationalen Rechtsvorschriften des jeweiligen Mitgliedsstaates des Europäischen Wirtschaftsraumes die Kosten für die

Übersetzung des Prospekts vor Prozessbeginn zu tragen haben.

Nur die Erste Group Bank AG ("**Erste Group Bank**"), Am Belvedere 1, A-1100 Wien, Österreich (in ihrer Funktion als Emittentin unter dem Programm, die "**Emittentin**") kann für den Inhalt dieser Zusammenfassung einschließlich der Übersetzung hiervon haftbar gemacht werden, jedoch nur für den Fall, dass diese Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, oder sie, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, nicht alle erforderlichen Schlüsselinformationen vermittelt, um Anleger bei der Prüfung der Frage, ob sie in die betreffenden Wertpapiere investieren sollten, behilflich zu sein.

A.2 Zustimmung der Emittentin oder der für die Erstellung des Prospekts verantwortlichen Person zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre und Angabe der Angebotsfrist, innerhalb derer die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre erfolgen kann und für die die Zustimmung zur Verwendung des Prospekts erteilt wird:

Alle sonstigen klaren und objektiven Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts relevant sind:

Die Emittentin erteilt: (i) allen Kreditinstituten im Sinne der Richtlinie 2013/36/EU, die als Finanzintermediäre handeln und die Optionsscheine weiterveräußern oder endgültig platzieren; und (ii) allen weiteren Finanzintermediären, die auf der Internetseite der Emittentin "www.erstegroup.com" angegeben sind als Intermediäre, denen die Emittentin ihre Zustimmung zur Verwendung des Prospekts für den Wiederverkauf und die endgültige Platzierung von Optionsscheinen erteilt hat, (zusammen die "**Finanzintermediäre**") ihre Zustimmung zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung der unter dem Prospekt begebenen Optionsscheine während des maßgeblichen Angebotszeitraums, wie in den Endgültigen Bedingungen angegeben, vorausgesetzt, dass der Prospekt zu diesem Zeitpunkt gemäß § 6a KMG, das die Prospekttrichtlinie umsetzt, noch gültig ist.

Die Zustimmung der Emittentin zur Verwendung dieses Prospekts für die Weiterveräußerung oder endgültige Platzierung der Optionsscheine durch Finanzintermediäre wurde unter der Voraussetzung erteilt, dass: (i) dieser Prospekt einschließlich etwaiger Nachträge und der maßgeblichen Endgültigen Bedingungen künftigen Anlegern zur Verfügung gestellt wird; und (ii) jeder Finanzintermediär sicherstellt, dass er nur im Einklang mit allen maßgeblichen in diesem Prospekt enthaltenen Verkaufsbeschränkungen und allen in der maßgeblichen Jurisdiktion anwendbaren Gesetzen und Verordnungen von diesem Prospekt einschließlich etwaiger Nachträge und von den maßgeblichen Endgültigen Bedingungen Gebrauch machen wird.

In den endgültigen Bedingungen kann die Emittentin weitere Bedingungen für ihre Zustimmung zur Verwendung des Prospekts festlegen. Die Emittentin behält sich das Recht vor, ihre Zustimmung zur Verwendung des Prospekts jederzeit zu widerrufen. Der Widerruf wird auf der Internetseite der Emittentin unter "www.erstegroup.com" veröffentlicht.

Deutlich hervorgehobener Hinweis für die Anleger, dass Informationen über die Bedingungen des

Im Falle eines Angebots durch einen Finanzintermediär, hat der Finanzintermediär den Anlegern Informationen über die Bedingungen des Angebots zum Zeitpunkt der

Angebots eines Finanzintermediärs von diesem zum Zeitpunkt der Vorlage des Angebots zur Verfügung zu stellen sind:

Vorlage des Angebots zur Verfügung zu stellen.

B. DIE EMITTENTIN

- B.1** Gesetzliche und kommerzielle Bezeichnung: Die gesetzliche Bezeichnung der Emittentin ist "Erste Group Bank AG", ihre kommerzielle Bezeichnung lautet "Erste Group". "**Erste Group**" bezieht sich auch auf die Erste Group Bank und ihre konsolidierten Tochtergesellschaften.
- B.2** Sitz und Rechtsform der Emittentin, das für die Emittentin geltende Recht und Land der Gründung der Gesellschaft: Die Erste Group Bank ist eine nach österreichischem Recht organisierte und österreichischem Recht unterliegende Aktiengesellschaft, die im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 33209 m eingetragen ist. Der Sitz der Erste Group Bank liegt in Wien, Österreich. Sie hat ihre Geschäftsanschrift unter der Adresse Am Belvedere 1, A-1100 Wien, Österreich.
- B.4b** Alle bereits bekannten Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken: Die jüngste weltweite Finanzkrise führte sowohl national wie international zu zunehmenden Bestrebungen seitens der Aufsichtsbehörden, neue Beschränkungen für die Finanzbranche, der die Emittentin angehört, einzuführen und bestehende restriktiver zu handhaben. Aufsichtsrechtliche Änderungen oder Initiativen zur Durchsetzung aufsichtsrechtlicher Bestimmungen könnten die Finanzbranche weiter negativ beeinträchtigen. Neue gesetzliche oder aufsichtsrechtliche Erfordernisse und eine Änderung des für angemessen angenommenen Niveaus für Eigenmittel, Liquidität und Leverage könnten zu höheren Anforderungen an und Standards für Eigenmittel und Liquidität führen. Von der Finanzkrise ausgelöste Handlungen von Regierungen und Zentralbanken könnten die Wettbewerbssituation maßgeblich beeinträchtigen und die Anleger, die in Finanzinstituten veranlagt sind, beeinflussen.
- B.5** Ist die Emittentin Teil eine Gruppe, eine Beschreibung der Gruppe und der Stellung der Emittentin innerhalb diese Gruppe: Die "Erste Group" besteht aus der Erste Group Bank und ihren Tochterunternehmen und Beteiligungen, einschließlich Erste Bank Oesterreich in Österreich, Česká spořitelna in der Tschechischen Republik, Banca Comercială Română in Rumänien, Slovenská sporiteľňa in der Slowakischen Republik, Erste Bank Ungarn in Ungarn, Erste Bank Kroatien in Kroatien, Erste Bank Serbien in Serbien und, in Österreich den Sparkassen des Haftungsverbunds, s-Bausparkasse, Erste Group Immorent AG und weiterer. Die Erste Group Bank fungiert als Muttergesellschaft der Erste Group und ist das Spitzeninstitut des österreichischen Sparkassensektors.
- B.9** Gewinnprognosen und -schätzungen: Nicht anwendbar; es wurde keine Gewinnprognose oder -schätzung abgegeben.
- B.10** Art etwaiger Einschränkungen der Bestätigungsvermerke zu den historischen Finanzinformationen: Nicht anwendbar; es bestehen keine Einschränkungen der Bestätigungsvermerke.

B.12 Ausgewählte historische Finanzinformationen:

in Millionen Euro (gerundet)	31.12.2016 geprüft	31.12.2015 geprüft
Summe der Verbindlichkeiten und Eigenkapital	208.227	199.743
Gesamtes Eigenkapital	16.602	14.807
Zinsüberschuss	4.375	4.445
Ergebnis vor Steuern aus fortzuführenden Geschäftsbereichen	1.950	1.639
Periodenergebnis	1.537	1.275
Eigentümern des Mutterunternehmens zuzurechnendes Periodenergebnis	1.265	968

Quelle: Geprüfter konsolidierter Jahresabschluss 2016

in Millionen Euro (gerundet)	31.3.2017 ungeprüft	31.12.2016 geprüft
Summe der Verbindlichkeiten und Eigenkapital	222.798	208.227
Gesamtes Eigenkapital	16.894	16.602

in Millionen Euro (gerundet)	31.3.2017 ungeprüft	31.3.2016 ungeprüft
Zinsüberschuss	1.051,3	1.092,2
Ergebnis vor Steuern aus fortzuführenden Geschäftsbereichen	434,7	427,0
Periodenergebnis	339,0	322,6
Eigentümern des Mutterunternehmens zuzurechnendes Periodenergebnis	262,2	274,7

Quelle: Ungeprüfter verkürzter konsolidierter Zwischenbericht zum 31.3.2017 mit vergleichenden Finanzzahlen für das erste Quartal 2016 bzw für das Geschäftsjahr, welches am 31.12.2016 geendet hat

Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung:

Die Aussichten der Emittentin haben sich seit 31.12.2016 nicht wesentlich verschlechtert.

Beschreibung wesentlicher Veränderungen in der Finanzlage oder Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind:

Nicht anwendbar; es gab keine wesentlichen Veränderungen in der Finanzlage der Emittentin, die nach dem 31.3.2017 eingetreten sind.

B.13 Beschreibung aller Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Emittentin, die für die

Nicht anwendbar; es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Emittentin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant

Bewertung ihrer sind.
Zahlungsfähigkeit in hohem
Maße relevant sind:

- B.14** Ist die Emittentin Teil einer Gruppe, Beschreibung der Abhängigkeit von anderen Gruppengesellschaften: Die Emittentin ist das Mutterunternehmen der Erste Group und daher von den Geschäftsergebnissen aller Unternehmen, Tochterunternehmen und Gruppengesellschaften abhängig.
- B.15** Haupttätigkeiten der Emittentin: Die Erste Group bietet ein umfassendes Angebot an Bank- und Finanzdienstleistungen an, das Einlagenkonto- und Girokontenprodukte, Hypothekar- und Verbraucherkreditgeschäft, Investitions- und Betriebsmittelfinanzierung, Private Banking, Investment Banking, Asset-Management, Projektfinanzierung, Außenhandelsfinanzierung, Trading, Leasing und Factoring umfasst.
- B.16** Soweit der Emittentin bekannt, ob an ihr unmittelbare oder mittelbare Beteiligungen oder Beherrschungsverhältnisse bestehen, wer diese Beteiligungen hält bzw. diese Beherrschung ausübt und welcher Art die Beherrschung ist: Zum Datum dieses Prospekts wurden 29,5% der Aktien der Erste Group Bank der DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**") zugerechnet. Dies umfasst einen wirtschaftlichen Anteil der Erste Stiftung von 11,1% sowie Aktien, die der Erste Stiftung aufgrund von Syndikatsverträgen zugerechnet werden, die mit CaixaBank, S.A. den österreichischen Sparkassen und anderen Parteien (i.e. die Sparkassenstiftungen und Anteilsverwaltungssparkassen, und Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung-Vienna Insurance Group), welche 9,9%, 4,7% bzw. 3,8% halten, abgeschlossen wurden. Der Streubesitz beträgt 70,5% (wovon 47,6% von institutionellen Investoren, 5,0% von privaten Investoren, 4,0% von BlackRock, Inc., 13,1% von nicht identifizierten institutionellen und privaten Investoren und 0,8% von Mitarbeitern der Erste Group gehalten wurden) (alle Zahlen sind gerundet).

C. DIE WERTPAPIERE

- C.1** Beschreibung von Art und Gattung der angebotenen und/oder zum Handel zuzulassenden Wertpapiere, einschließlich jeder Wertpapierkennung: **Art der Optionsscheine**
Die Optionsscheine sind [Put] [und] [Call] [Closed End Turbo [Long][Short]][Open End Turbo [Long][Short]][Zinscap] Optionsscheine.
Form der Optionsscheine
[Jede Serie der] [Die] Optionsscheine [wird] [werden] durch eine Sammelurkunde verbrieft.
Wertpapierkennung
ISIN: [●]
- C.2** Währung der Wertpapieremission: Die für die Optionsscheine maßgebliche Währung lautet [●]
- C.5** Beschreibung aller etwaigen Beschränkungen für die freie Übertragbarkeit der Wertpapiere: Jeder Optionsschein [einer Serie von Optionsscheinen] ist in einer Anzahl, die dem in den Endgültigen Bedingungen angegebenen Mindesthandelsvolumen entspricht oder einem ganzzahligen Vielfachen davon und nach dem jeweils anwendbaren Recht und gegebenenfalls den jeweiligen geltenden Vorschriften und Verfahren der Verwahrstelle, in deren Unterlagen die Übertragung vermerkt ist, übertragbar.

C.8 Beschreibung der mit den Wertpapieren verbundenen Rechte einschließlich der Rangordnung und der Beschränkungen dieser Rechte:

Mit den Wertpapieren verbundene Rechte

Jeder Optionsschein gewährt seinem Inhaber einen Anspruch auf den Auszahlungsbetrag wie unter C.15 ausführlicher beschrieben.

Status der Wertpapiere

[Die jeweilige Serie von Optionsscheinen] [Die Optionsscheine] [begründet] [begründen] unmittelbare, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin.

Rang

Die Optionsscheine sind untereinander und mit allen sonstigen gegenwärtigen und künftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig, ausgenommen solche Verbindlichkeiten, denen auf Grund zwingender gesetzlicher Vorschriften Vorrang zukommt.

Beschränkungen der Rechte

Die Emittentin ist unter den in den Optionsscheinbedingungen festgelegten Voraussetzungen zur Kündigung der Optionsscheine und zu Anpassungen der Optionsscheinbedingungen berechtigt.

Anwendbares Recht

Form und Inhalt der Wertpapiere sowie alle Rechte und Pflichten aus den Wertpapieren bestimmen sich in jeder Hinsicht nach dem österreichischem Recht.

Gerichtsstand

Ausschließlicher Gerichtsstand ist, soweit rechtlich zulässig, das für Wien, Innere Stadt, zuständige Gericht, wobei sich die Emittentin jedoch vorbehält, eine Klage bei einem ansonsten zuständigen Gericht einzubringen. Die Unterwerfung unter die Gerichtsbarkeit der Gerichte Wiens beschränkt nicht das Recht eines Optionsscheininhaber, Verfahren vor einem Gerichtsstand für Verbraucher anzustrengen, sofern und soweit dies durch anwendbare Gesetze vorgesehen ist.

C.11 Es ist anzugeben, ob für die angebotenen Wertpapiere ein Antrag auf Zulassung zum Handel gestellt wurde oder werden soll, um sie an einem geregelten Markt oder anderen gleichwertigen Märkten zu platzieren, wobei die betreffenden Märkte zu nennen sind:

[Es ist beantragt worden, [die][jede Serie der] Optionsscheine [zum geregelten Markt] [in den Freiverkehr] an der [Wiener][,][und] [Stuttgarter (EUWAX)][,][und] [Budapester][,][und] [Bukarester][,][und] [Prager] Wertpapierbörse[, die [[kein] [ein] geregelter Markt] im Sinne der Richtlinie 2004/39/EG [ist][sind].] [zuzulassen][einzubeziehen].] [Die Optionsscheine sind am [geregelten] [●] Markt der [Wiener][,][und] [Stuttgarter (EUWAX)][,][und] [Budapester][,][und] [Bukarester][,][und] [Prager] Wertpapierbörse zugelassen, [der][die] [ein][kein] geregelter Markt im Sinne der Richtlinie 2004/39/EG [ist][sind].]

[Nicht anwendbar. Die Notierung oder Zulassung der Optionsscheine zu einem geregelten Markt oder im Freiverkehr wurde nicht beantragt.]

C.15 Beschreibung, wie der Wert der Anlage durch den Wert des Basisinstruments/der Basisinstrumente beeinflusst wird, es sei denn, die Wertpapiere haben eine

[Beschreibung der Call Optionsscheine

Mit Call Optionsscheinen können Anleger überproportional (gehebelt) an der positiven Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer negativen Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines wertlosen Verfalls des Call

Mindeststückelung von 100.000 EUR:

Optionsscheins, wenn der Referenzpreis des Basiswerts auf oder unter den Basispreis fällt.

Am Rückzahlungstag erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis des Basiswerts den Basispreis überschreitet. Liegt der Referenzpreis auf oder unter dem Basispreis erhält der Anleger keine Zahlung und der Call Optionsschein verfällt wertlos.

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Put Optionsscheine

Mit Put Optionsscheinen können Anleger überproportional (gehebelt) an der negativen Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer positiven Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines wertlosen Verfalls des Put Optionsscheins, wenn der Referenzpreis des Basiswerts auf oder über den Basispreis steigt.

Am Rückzahlungstag erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis des Basiswerts den jeweiligen Basispreis unterschreitet. Liegt der Referenzpreis auf oder über dem Basispreis erhält der Anleger keine Zahlung und der Put Optionsschein verfällt wertlos.

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Closed End Turbo Long

Mit Closed End Turbo Long können Anleger überproportional (gehebelt) an der positiven Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer negativen Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines sofortigen wertlosen Verfalls des Closed End Turbo Long, wenn der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder unter die Knock-Out Barriere fällt.

Am Rückzahlungstag erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis den Basispreis überschreitet. Fällt der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder unter die Knock-Out Barriere, erhält der Anleger den Knock-Out Auszahlungsbetrag und der Closed End Turbo Long verfällt sofort. Der Knock-Out Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, entspricht der (mit dem Bezugsverhältnis multiplizierten) Differenz, um die der Knock-Out Referenzpreis den Basispreis am Tag des Knock-Out Ereignisses überschreitet. Entspricht der Knock-Out

Referenzpreis dem Basispreis oder ist er kleiner als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0).

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Closed End Turbo Short

Mit Closed End Turbo Short können Anleger überproportional (gehebelt) an der negativen Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer positiven Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines sofortigen wertlosen Verfalls des Closed End Turbo Short, wenn der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder über die Knock-Out Barriere steigt.

Am Rückzahlungstag erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis den Basispreis unterschreitet. Fällt der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder unter die Knock-Out Barriere, erhält der Anleger den Knock-Out Auszahlungsbetrag und der Closed End Turbo Short verfällt sofort. Der Knock-Out Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, entspricht der (mit dem Bezugsverhältnis multiplizierten) Differenz, um die der Knock-Out Referenzpreis den jeweiligen Basispreis am Tag des Knock-Out Ereignisses unterschreitet. Entspricht der Knock-Out Referenzpreis dem Basispreis oder ist er größer als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0).

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Open End Turbo Long

Mit Open End Turbo Long können Anleger überproportional (gehebelt) an der positiven Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer negativen Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines sofortigen wertlosen Verfalls des Open End Turbo Long, wenn der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder unter die Knock-Out Barriere fällt.

Im Fall der Ausübung durch den Anleger oder nach einer ordentlichen Kündigung durch die Emittentin erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis den Basispreis überschreitet. Fällt der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder unter die Knock-Out Barriere, erhält der Anleger den Knock-Out Auszahlungsbetrag und der Open End Turbo Long verfällt sofort. Der Knock-Out Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, entspricht der (mit dem Bezugsverhältnis multiplizierten) Differenz, um die der

Knock-Out Referenzpreis den jeweiligen Basispreis am Tag des Knock-Out Ereignisses überschreitet. Entspricht der Knock-Out Referenzpreis dem Basispreis oder ist er kleiner als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0).

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Open End Turbo Short

Mit Open End Turbo Short können Anleger überproportional (gehebelt) an der negativen Entwicklung des Kurses des Basiswerts partizipieren.

Im Gegenzug nehmen Anleger aber auch gehebelt an einer positiven Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines sofortigen wertlosen Verfalls des Open End Turbo Short, wenn der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder über die Knock-Out Barriere steigt.

Im Fall der Ausübung durch den Anleger oder nach einer ordentlichen Kündigung durch die Emittentin erhalten die Anleger als Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, die (mit dem Bezugsverhältnis multiplizierte) Differenz, um die der Referenzpreis den Basispreis unterschreitet. Steigt der Kurs des Basiswerts zu irgendeinem Zeitpunkt an einem Beobachtungstag auf oder über die Knock-Out Barriere, erhält der Anleger den Knock-Out Auszahlungsbetrag und der Open End Turbo Short verfällt sofort. Der Knock-Out Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, entspricht der (mit dem Bezugsverhältnis multiplizierten) Differenz, um die der Knock-Out Referenzpreis den Basispreis am Tag des Knock-Out Ereignisses unterschreitet. Entspricht der Knock-Out Referenzpreis dem Basispreis oder ist er größer als dieser, beträgt der Knock-Out Auszahlungsbetrag null (0).

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

[Beschreibung der Zinscap-Optionsscheine

Mit Zinscap-Optionsscheinen können Anleger überproportional (gehebelt) an der positiven Entwicklung des Kurses des Basiswerts über dem Basiszinssatz partizipieren.

Im Gegenzug nehmen sie aber auch gehebelt an einer negativen Entwicklung des Kurses des Basiswerts teil und tragen zudem das Risiko eines wertlosen Verfalls des Zinscap-Optionsscheins, wenn der Kurs des Basiswerts an den jeweiligen Zinsfestsetzungstagen auf oder unter den Basiszinssatz fällt. [Der Basiszinssatz ist während der gesamten Laufzeit der Zinscap-Optionsscheine konstant.] [Dabei ist zu beachten, dass jeder Berechnungsperiode ein bestimmter Basiszinssatz zugeordnet ist, der während der Laufzeit der Zinscap-Optionsscheine ansteigt.]

An jedem Rückzahlungstag erhalten die Anleger als Auszahlungsbetrag je Optionsschein das Produkt aus dem Rechenwert und dem Differenzzinssatz multipliziert mit [dem Multiplikationsfaktor und] der tatsächlichen Anzahl der Tage in der jeweiligen Berechnungsperiode, geteilt durch 360.

Differenzzinssatz ist die positive Differenz zwischen dem Kurs des Basiswerts und dem am jeweiligen Zinsfestsetzungstag festgestellten [jeweiligen] Basiszinssatz [, der der entsprechenden Berechnungsperiode zugeordnet ist]. Liegt der Kurs des Basiswerts auf oder unter dem Basiszinssatz, erhält der Anleger keine Zahlungen für die jeweilige Berechnungsperiode.

Während der Laufzeit der Optionsscheine erhält der Anleger keine laufenden Zahlungen (zum Beispiel Dividenden oder Zinsen).]

- C.16** Verfallstag oder Fälligkeitstermin der derivativen Wertpapiere – Ausübungstermin oder letzter Referenztermin: Rückzahlungstag(e): [●]
 Ausübungstag(e): [●]
 Finale(r) Bewertungstag(e): [●]
- C.17** Beschreibung des Abrechnungsverfahrens für die derivativen Wertpapiere: Die Emittentin überweist die jeweils unter den Optionsscheinen fälligen Zahlungen an das maßgebliche Clearingsystem zur Weiterleitung an die Optionsscheininhaber.
- C.18** Beschreibung der Rückgabemodalitäten bei derivativen Wertpapieren: [Im Fall von Optionsscheinen mit amerikanischer Ausübungsart, kann das Optionsrecht durch den Optionsscheininhaber an einem Bankgeschäftstag innerhalb der Ausübungsfrist ausgeübt werden. Um das Optionsrecht wirksam auszuüben, muss eine mit rechtlicher Bindungswirkung unterschriebene Ausübungserklärung an die Zahlstelle übermittelt worden sein. Die Ausübungserklärung muss, unter anderem, den Namen des Optionsscheininhabers, die Bezeichnung und die Anzahl der Optionsscheine und die Angabe eines geeigneten Bankkontos, dem der Auszahlungsbetrag gutgeschrieben werden soll, enthalten. Optionsrechte, die nicht wirksam innerhalb der Ausübungsfrist ausgeübt werden, gelten als am letzten Tag der Ausübungsfrist ausgeübt, sofern der Auszahlungsbetrag einen positiven Wert ergibt.]
 [Im Fall von Optionsscheinen mit europäischer Ausübungsart gilt das Optionsrecht des jeweiligen Optionsscheins als am letzten Tag der Ausübungsfrist ausgeübt, sofern der Auszahlungsbetrag einen positiven Wert ergibt.]
- C.19** Ausübungspreis oder endgültiger Referenzpreis des Basiswerts: Kursreferenz am Finalen Bewertungstag (Referenzpreis): [●]
- C.20** Beschreibung der Art des Basiswerts und Angabe des Ortes, an dem Informationen über den Basiswert erhältlich sind: Typ: [Aktie] [Index] [Währungswechselkurs] [Zinssatz] [Rohstoff] [Futures-Kontrakt]
 Name: [●]
 [Emittent][Gesellschaft][Index-Sponsor][Referenzmarkt]: [●]
 [Referenzquelle]: [●]
 Informationen über den Basiswert sind [auf der Website www .[●]] [und] [auf der Seite von Bloomberg oder Reuters] für jedes Wertpapier oder die den Basiswert bildenden Bestandteile abrufbar.

D. RISIKEN

D.2 Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind.

Risiken in Bezug auf das Geschäft der Erste Group

- Die schwierigen volkswirtschaftlichen Bedingungen und die Bedingungen am Finanzmarkt können erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage sowie die Zukunftsaussichten der Erste Group haben.
- Die Erste Group wurde und kann weiterhin von der europäischen Staatschuldenkrise beeinflusst und zu Abschreibungen von Staatsanleihen einiger Länder gezwungen werden.
- Die Erste Group hat, und könnte in Zukunft auch weiterhin eine Verschlechterung der Qualität des Kreditportfolios, insbesondere aufgrund von Finanzkrisen oder Konjunkturschwächen erfahren.
- Die Erste Group unterliegt erheblichem Gegenparteirisiko, und Ausfälle von Gegenparteien können zu Verlusten führen, die die Rückstellungen der Erste Group übersteigen.
- Die Absicherungsstrategien der Erste Group könnten sich als unwirksam erweisen.
- Die Erste Group ist sinkenden Werten der Sicherheiten für gewerbliche und private Immobilienkredite ausgesetzt.
- Marktschwankungen und Volatilität können sich negativ auf den Wert der Vermögenswerte der Erste Group auswirken, Rentabilität reduzieren und es schwieriger machen, den Fair Value bestimmter Vermögenswerte festzustellen.
- Die Erste Group unterliegt dem Risiko, dass Liquidität nicht ohne weiteres zur Verfügung steht.
- Ratingagenturen können ein Rating der Erste Group Bank und/oder einer lokalen Einheit, die Teil der Erste Group ist, oder eines Landes, in dem die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen, was sich negativ auf die Refinanzierungsbedingungen der Erste Group Bank, insbesondere auf den Zugang zu den Fremdkapitalmärkten, auswirken kann.
- Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.
- Die Emittentin unterliegt dem Risiko von Änderungen steuerlicher Rahmenbedingungen, insbesondere betreffend die Stabilitätsabgabe und die Einführung einer Finanztransaktionssteuer.
- Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.
- Die Emittentin ist verpflichtet, Beiträge an den Einheitlichen Abwicklungsfonds und an *ex ante* finanzierte Fonds der Einlagensicherungssysteme abzuführen; dies führt zu zusätzlichen finanziellen Belastungen der Emittentin und wirkt sich somit nachteilig auf die Finanzposition der Emittentin und auf ihre Vermögens-, Finanz- und Ertragslage aus.
- Zukünftig könnte die Emittentin verpflichtet sein, den Eigenhandel einzustellen und/oder bestimmte Handelsaktivitäten von ihrem Kerngeschäft abzutrennen.
- Trotz Risikomanagement-Strategien, -Techniken und internen Kontrollverfahren kann die Erste Group unbekanntem und unerwarteten Risiken ausgesetzt sein.
- Das Geschäft der Erste Group unterliegt operativen Risiken.
- Ein Ausfall, eine Unterbrechung oder eine Verletzung von Sicherheitsbestimmungen von Informationssystemen der Erste Group, sowie jegliche Nicht-Aktualisierung

dieser Systeme, kann Geschäfts- und andere Verluste zur Folge haben.

- Die Erste Group könnte Schwierigkeiten haben, qualifizierte Mitarbeiter anzuwerben oder zu binden.
- Die Erste Group könnte gezwungen sein, angeschlagenen Banken im Haftungsverbund finanzielle Unterstützung zu gewähren, was zu bedeutenden Kosten und einer Bindung ihrer Ressourcen führen könnte.
- Zinsänderungen werden durch viele Faktoren verursacht, die außerhalb des Einflussbereichs der Erste Group liegen, und solche Änderungen können wesentliche negative Auswirkung auf ihre Vermögens-, Finanz- und Ertragslage, inklusive Nettozinsertrag haben.
- Da ein großer Teil der Aktivitäten, Vermögenswerte und Kunden der Erste Group auf Länder in Zentral und Osteuropa, die nicht der Eurozone angehören, konzentriert sind, ist die Erste Group Währungsrisiken ausgesetzt.
- Der Gewinn der Erste Group Bank kann geringer oder sogar negativ ausfallen.
- Veränderungen der Sicherheitsstandards der EZB könnten negative Auswirkungen auf die Finanzierung der Erste Group und deren Eindeckung mit Liquidität haben.
- Die Erste Group ist in wettbewerbsintensiven Märkten tätig und konkurriert mit großen internationalen Finanzinstituten wie auch etablierten lokalen Mitbewerbern.
- Die Hauptaktionäre der Erste Group können Aktionärsmaßnahmen kontrollieren.
- Die Einhaltung von Vorschriften im Zusammenhang mit Maßnahmen zur Verhinderung von Geldwäsche, Korruption und Terrorismusfinanzierung bringt erhebliche Kosten und Aufwendungen mit sich und die Nichteinhaltung dieser Vorschriften hat schwerwiegende rechtliche sowie rufschädigende Folgen.
- Änderungen in der Konsumentenschutzgesetzgebung sowie in der Anwendung und Auslegung solcher Gesetze können zu einer Beschränkung jener Gebühren und anderer Preise führen, welche die Erste Group für bestimmte Bankentransaktionen in Rechnung stellt und könnte es Konsumenten ermöglichen, einen Teil der bereits in der Vergangenheit bezahlten Gebühren und Zinsen zurückzufordern.
- Die Eingliederung von potentiellen zukünftigen Akquisitionen kann zu zusätzlichen Herausforderungen führen.

Risiken in Bezug auf die Märkte, in denen die Erste Group tätig ist

- Der Austritt eines oder mehrerer Länder aus der Eurozone könnte unvorhersehbare Auswirkungen auf das Finanzsystem und die allgemeine Wirtschaftslage haben, was zu einem Rückgang der Geschäftstätigkeit, Abschreibungen und Verlusten für die Erste Group führen kann.
- Die Erste Group ist in Schwellenländern tätig, die schnelle wirtschaftliche oder politische Veränderungen erfahren können, was negative Auswirkungen auf ihre Finanz- und Ertragslage haben kann.
- Zugesagte Mittel der EU könnten nicht freigegeben werden oder es könnten weitere Hilfsprogramme von der EU und / oder internationalen Kreditinstituten nicht verabschiedet werden.
- Der Verlust des Vertrauens der Kunden in das Geschäft der Erste Group oder in das Bankgeschäft allgemein könnte unerwartet hohe Abhebungen von Kundeneinlagen zur Folge haben, was wiederum erhebliche negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage und die Liquidität der Erste Group haben könnte.
- Liquiditätsprobleme einiger CEE Länder könnten die gesamte CEE Region negativ beeinflussen und erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group haben.
- Regierungen von Ländern, in denen die Erste Group tätig ist, könnten auf die Finanz-

und Wirtschaftskrise mit erhöhtem Protektionismus, Verstaatlichungen oder ähnlichen Maßnahmen reagieren.

- Die Erste Group könnte negativ durch langsames Wachstum oder Rezession im Bankensektor, in dem die Erste Group tätig ist, sowie langsamere Expansion der Eurozone und der EU beeinflusst werden.
- Die Rechtssysteme und Verfahrensgarantien sind in vielen CEE Staaten und besonders in den osteuropäischen Staaten noch nicht voll entwickelt.
- In bestimmten CEE Ländern könnte geltendes Insolvenzrecht oder andere Gesetze und Verordnungen betreffend Gläubigerrechte die Möglichkeit der Erste Group, Zahlungen für Kreditausfälle zu erhalten, beschränken.
- Die Erste Group könnte verpflichtet werden, an staatlichen Förderungsprogrammen für Kreditinstitute teilzunehmen oder diese und andere staatliche Konsolidierungsprogramme, durch Einführung von Bankensteuern oder anderer Abgaben, zu finanzieren.

D.3, D.6 **Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind.**

RISIKOHINWEIS: Anleger sollten bedenken, dass sie ihren Kapitaleinsatz ganz oder teilweise verlieren könnten, wobei die Haftung des Anlegers aber auf den Wert seiner Anlage (einschließlich Spesen) beschränkt ist.

Allgemeine Risiken

- Optionsscheine sind besonders risikoreiche Instrumente der Vermögensanlage. Im Vergleich zu anderen Kapitalanlagen ist bei ihnen das Risiko von Verlusten – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten – besonders hoch; Optionsscheine werfen typischerweise keinen laufenden Ertrag ab. Anleger sollten beachten, dass die Ausübung der Optionsscheine nach Maßgabe der Emissionsbezogenen Bedingungen der Endgültigen Bedingungen innerhalb bestimmter Zeiträume oder bei Eintritt bestimmter Bedingungen eingeschränkt oder ausgeschlossen sein kann.
- Auf Grund des Hebeleffekts sind Optionsscheine, verglichen mit einem Direktinvestment in den Basiswert, mit einem überproportionalen Verlustrisiko verbunden.
- Die Optionsscheine könnten keine Liquidität aufweisen oder der Markt für solche Optionsschein könnte eingeschränkt sein, wodurch der Wert der Optionsscheine oder die Möglichkeit der Optionsscheininhaber, diese zu veräußern, negativ beeinflusst werden könnte.
- Optionsscheininhaber sollten beachten, dass sowohl Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts als auch Veränderungen des Zeitwerts des Optionsscheins den Wert des Optionsscheins überproportional bis hin zur Wertlosigkeit mindern können.
- Die Wertentwicklung der Optionsscheine ist an die Wertentwicklung des Basiswerts gekoppelt, welche wiederum durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes, beeinflusst wird -- jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Wert der Optionsscheine negativ beeinflussen.
- Hat der Basiswert einen Bezug zu Schwellenländern, muss ein Optionsscheininhaber mit erheblichen politischen und wirtschaftlichen Unsicherheiten rechnen, die erheblichen Einfluss auf die Kursentwicklung der Optionsscheine haben können.
- Falls Auszahlungen auf die Optionsscheine in einer Währung vorgenommen

werden, die sich von der Währung des Basiswerts unterscheidet und solche Wertpapiere keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko des Optionsscheininhabers auch von der Entwicklung der Referenzwährung des Basiswerts gegenüber der Währung der Optionsscheine ab, welche nicht vorhersehbar ist. Ein Währungsrisiko für den Optionsscheininhaber besteht auch dann, wenn das Konto des Optionsscheininhabers, dem der Auszahlungsbetrag gutgeschrieben wird, in einer von der Währung des Optionsscheins abweichenden Währung geführt wird.

- Optionsscheininhabern sollte bewusst sein, dass sie eventuell nicht in der Lage sein werden, sich gegen Risiken aus den Optionsscheinen abzusichern.
- Eine Kreditfinanzierung des Erwerbs von Optionsscheinen erhöht die maximal mögliche Höhe des Verlusts erheblich.
- Absicherungsgeschäfte der Emittentin können den Wert der Optionsscheine beeinflussen.
- Nebenkosten auf gegebenenfalls zu erwartende Erträge verringern den Gewinn der Optionsscheininhaber.
- Optionsscheininhaber sind dem Risiko einer falschen Einschätzung der Liquidität der Optionsscheine aufgrund des Emissionsvolumens ausgesetzt.
- Marktstörungen, Anpassungsmaßnahmen und Kündigungsrechte können negative Auswirkungen auf die Rechte der Optionsscheininhaber haben.
- Berichtigungen, Änderungen oder Ergänzungen der Optionsscheinbedingungen können nachteilig für Optionsscheininhaber sein.
- Änderungen der Steuergesetze können die Optionsscheininhaber negativ beeinflussen.
- Optionsscheine sind möglicherweise nicht geeignet, um Risiken abzusichern.
- Es besteht das Risiko, dass der Handel mit den Optionsscheinen oder den Basiswerten ausgesetzt, unterbrochen oder beendet wird.
- Auf Grund zukünftiger Geldentwertung (Inflation) kann sich die tatsächliche Rendite einer Anlage verringern.
- Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.
- Emissionsratings/Kreditratings/Ratings spiegeln möglicherweise nicht alle Risiken wider.
- Rechtliche Erwägungen im Zusammenhang mit der Anlageentscheidung können die Veranlagungsmöglichkeiten einschränken.
- Ein österreichisches Gericht kann einen Treuhänder (*Kurator*) für die Optionsscheine ernennen, der die Rechte und Interessen der Optionsscheininhaber in deren Namen ausübt und wahrnimmt, wodurch die Möglichkeit der Optionsscheininhaber zur individuellen Geltendmachung ihrer Rechte aus den Optionsscheinen eingeschränkt werden kann.
- Risiko im Zusammenhang mit ausschüttungsgleichen Zahlungen (*Dividend Equivalent Payments*)
- Die Optionsscheine können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Optionsscheininhaber einen Teil oder die Gesamtheit ihrer Anlage in die Optionsscheine verlieren können (gesetzliche Verlustbeteiligung).
- Die Emittentin könnte Abwicklungsbefugnissen unterliegen, die auch negative Auswirkungen auf die Optionsscheine haben könnten.
- Der Emittentin ist nicht untersagt, weitere Schuldtitel zu begeben oder weitere Verbindlichkeiten aufzunehmen.

- Im Fall einer Insolvenz der Emittentin haben Einlagen einen höheren Rang als die Ansprüche der Gläubiger im Zusammenhang mit den Optionsscheinen.

Risikofaktoren in Bezug auf bestimmte Typen von Optionsscheinen

[Produkt Nr. 1: Besondere Risiken in Verbindung mit Put/Call Optionsscheinen

Risiko des Totalverlusts

Anleger in Call Optionsscheine tragen das Risiko, dass der Call Optionsschein wertlos verfällt, wenn der Referenzpreis auf oder unter dem Basispreis liegt.

Anleger in Put Optionsscheine tragen das Risiko, dass der Put Optionsschein wertlos verfällt, wenn der Referenzpreis auf oder über dem Basispreis liegt.

Daher besteht bei beiden Typen von Optionsscheinen ein Verlustrisiko – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten.

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin

Im Fall von Optionsscheinen mit einer festgelegten Laufzeitbegrenzung (Closed End) ist die Laufzeit der Optionsscheine der Zeitraum vom Ersten Valutatag bis zum Finalen Bewertungstag der Optionsscheine. Der Auszahlungsbetrag der Optionsscheine wird an einem bestimmten, in den Optionsscheinbedingungen definierten Tag durch die Emittentin ausgezahlt. Sofern die Ausübung der Optionsscheine amerikanisch ausgestaltet ist, können die Optionsscheine während ihrer Laufzeit durch die Optionsscheininhaber ausgeübt werden. Jedoch werden alle Optionsscheine am Ende der Laufzeit automatisch ausgeübt. Anleger sollten beachten, dass die Emittentin gemäß den Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Bei einer kurzfristigen Ausübung des Kündigungsrechts durch die Emittentin, hat der Optionsscheininhaber unter Umständen keine Möglichkeit mehr, sein Optionsrecht auszuüben.]

[Produkt Nr. 2: Besondere Risiken in Verbindung mit Closed End Turbo Long und Closed End Turbo Short

Risiko des Totalverlusts im Fall des Eintritts eines Knock-Out Ereignis

Anleger in Turbos tragen das Risiko, dass die Turbos während der Laufzeit wertlos verfallen, sofern ein sog. Knock-Out Ereignis eingetreten ist

Ein Knock-Out Ereignis tritt ein, falls ein in den Optionsscheinbedingungen definiertes Ereignis eintritt, das sich auf den Kursverlauf des Basiswerts im Vergleich zu einer definierten Kurs- oder Wertschwelle (die sogenannte "Knock-Out Barriere") bezieht. Im Falle des Eintritts eines solchen Knock-Out Ereignisses ist die Laufzeit der Turbos automatisch beendet, das Optionsrecht bzw. das Recht auf Zahlung eines Auszahlungsbetrags erlischt automatisch und die Turbos verfallen und werden zum Knock-Out Auszahlungsbetrag zurückgezahlt, der auch null betragen kann. Anleger sollten in diesem Zusammenhang beachten, dass der Preis der Turbos sich bei einer Annäherung des Kurses des Basiswerts an die Knock-Out Barriere im Vergleich zu klassischen Optionsscheinen überproportional vermindert.

Optionsscheininhaber können nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsscheine jederzeit oder überhaupt verkaufen können. Anleger sollten in diesem Zusammenhang beachten, dass die Emittentin gegenüber den Optionsscheininhabern weder eine Verpflichtung zur Stellung von An- und Verkaufspreisen für die Turbos übernimmt, noch rechtlich oder anderweitig zur Stellung von An- und Verkaufspreisen für die Turbos verpflichtet ist.

Bei Optionsscheinen mit amerikanischer Ausübung können Anleger nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsrechte jederzeit ausüben können. Selbst bei Erfüllung sämtlicher sonstiger, in den

Optionsscheinbedingungen festgelegter Ausübungsvoraussetzungen ist eine Ausübung an dem Tag ausgeschlossen, an dem ein Knock-Out Ereignis eintritt. Sämtliche abgegebenen, aber noch nicht vollzogenen Ausübungserklärungen werden mit Eintreten eines Knock-Out Ereignisses automatisch unwirksam.

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin

Im Fall von Optionsscheinen mit einer festgelegten Laufzeitbegrenzung (Closed End) ist die Laufzeit der Optionsscheine der Zeitraum vom Ersten Valutatag bis zum Finalen Bewertungstag der Optionsscheine. Der Auszahlungsbetrag der Optionsscheine wird an einem bestimmten, in den Optionsscheinbedingungen definierten Tag durch die Emittentin ausgezahlt. Sofern die Ausübung der Optionsscheine amerikanisch ausgestaltet ist, können die Optionsscheine, vorbehaltlich des Eintretens eines laufzeitbeendenden Ereignisses (z.B. Knock-Out Ereignis), während ihrer Laufzeit durch die Optionsscheininhaber ausgeübt werden. Jedoch werden alle Optionsscheine am Ende der Laufzeit automatisch ausgeübt. Anleger sollten beachten, dass die Emittentin gemäß den Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Bei einer kurzfristigen Ausübung des Kündigungsrechts durch die Emittentin, hat der Optionsscheininhaber unter Umständen keine Möglichkeit mehr, sein Optionsrecht auszuüben.

Preisbeeinflussende Faktoren während der Laufzeit der Closed End Turbos

Der Preis der Turbos während der Laufzeit hängt insbesondere von dem Kurs des Basiswerts während der Laufzeit ab. Grundsätzlich gilt, dass der Preis der Turbos sinkt, wenn der Kurs des Basiswerts sinkt (Turbo Long) bzw. steigt (Turbo Short). Ein Absinken oder Ansteigen des Kurses des Basiswerts hat im Vergleich zu Put/Call Optionsscheinen in der Regel einen überproportional höheren Effekt auf den Preis der Turbos.

Neben dem Kurs des Basiswerts hängt der Preis des Optionsscheins auch von der Volatilität des Basiswerts, den Leihkosten der Emittentin, dem Zinsniveau und gegebenenfalls den Dividendenerwartungen ab.]

[Produkt Nr. 3: Besondere Risiken in Verbindung mit Open End Turbo Long und Open End Turbo Short

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. die Kündigungsmöglichkeit der Emittentin

Bei Turbos mit einer unbeschränkten Laufzeit sind die Optionsscheine nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (Open End). Die Laufzeit der Optionsscheine beginnt am Ersten Valutatag und endet entweder (i) mit Eintritt eines in den Optionsscheinbedingungen definierten laufzeitbeendenden Ereignisses (z.B. Knock-Out Ereignis) oder (ii) durch Ausübung durch den Optionsscheininhaber oder (iii) durch Kündigung der Optionsscheine durch die Emittentin gemäß den Optionsscheinbedingungen. Anleger sollten beachten, dass die Emittentin gemäß den Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Darüber hinaus ist die Emittentin berechtigt, die Optionsscheine durch Bekanntmachung gemäß den Optionsscheinbedingungen ordentlich zu kündigen.

Anleger sollten beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausüben kann und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des Kündigungsrechts kann an jedem Tag stattfinden.

Anleger sollten deshalb nicht darauf vertrauen, eine Position in den Optionsscheinen über einen längeren Zeitraum halten zu können

Risiko des Totalverlusts im Fall des Eintretens eines Knock-Out Ereignis

Anleger in Open End Turbos, tragen das Risiko, dass die Open End Turbo Optionsscheine

während der Laufzeit wertlos verfallen, sofern ein sog. Knock-Out Ereignis eingetreten ist.

Ein Knock-Out Ereignis tritt ein, falls ein in den Optionsscheinbedingungen definiertes Ereignis eintritt, das sich auf den Kursverlauf des Basiswerts im Vergleich zu einer definierten Kurs- oder Wertschwelle (die sogenannte "Knock-Out Barriere") bezieht. Im Falle des Eintritts eines solchen Knock-Out Ereignisses ist die Laufzeit der Turbos automatisch beendet, das Optionsrecht bzw. das Recht auf Zahlung eines Auszahlungsbetrags erlischt automatisch und die Open End Turbos verfallen und werden zum Knock-Out Auszahlungsbetrag zurückgezahlt, der auch null betragen kann. Anleger sollten in diesem Zusammenhang beachten, dass der Wert der Open End Turbos sich bei einer Annäherung des Kurses des Basiswerts an die Knock-Out Barriere im Vergleich zu klassischen Optionsscheinen überproportional vermindert.

Es ist zu beachten, dass sich bei Open End Turbo Long durch die wiederkehrende Anpassung der Knock-Out Barriere bei gleichbleibendem Kurs des Basiswerts die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses erhöht. Bei Open End Turbo Short erhöht sich durch die wiederkehrende Anpassung der Knock-Out Barriere bei gleichbleibendem Kurs des Basiswerts die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses, wenn die Refinanzierungsrate unter den Neuanpassungsfaktor fällt. Je länger ein Anleger in diesen Fällen die Open End Turbos hält, desto höher ist das Risiko des Verlusts des eingesetzten Kapitals. Bei Open End Turbos auf Währungs-Wechselkurse erhöht sich das Risiko des Eintritts eines Knock-Out Ereignisses, sofern sich die Differenz zwischen der Refinanzierungsrate und der Fremdwährungsrefinanzierungsrate vergrößert (Open End Turbo Long) bzw. verringert (Open End Turbo Short). Die wiederkehrende Anpassung der Knock-Out Barriere erfolgt auf Basis des jeweils aktuellen Basispreises. Eine Anpassung des Basispreises erfolgt auch an jedem Dividententag. Im Rahmen dieser Anpassung des Basispreises werden etwaige Dividendenzahlungen bzw. Dividenden gleichstehende Barausschüttungen (unter Berücksichtigung des Dividendenfaktors) berücksichtigt. Bei Open End Turbo Long bezogen auf Performanceindizes steigt dadurch der aktuelle Basispreis und in der Folge auch die Knock-Out Barriere, wodurch sich die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses erhöht. Dies wirkt sich umso stärker aus, je höher die Dividenden bzw. je höher die Dividendenbesteuerung ist.

Anleger können nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsscheine jederzeit oder überhaupt verkaufen können.

Anleger sollten in diesem Zusammenhang beachten, dass die Emittentin gegenüber den Optionsscheininhabern weder eine Verpflichtung zur Stellung von An- und Verkaufspreisen für die Open End Turbos übernimmt noch rechtlich oder anderweitig verpflichtet ist, An- und Verkaufspreisen für die Open End Turbos zu stellen. Selbst bei Erfüllung sämtlicher sonstiger, in den Optionsscheinbedingungen festgelegter Ausübungsvoraussetzungen ist eine Ausübung an dem Tag ausgeschlossen, an dem ein Knock-Out Ereignis eintritt. Sämtliche abgegebenen, aber noch nicht vollzogenen Ausübungserklärungen werden mit Eintreten des Knock-Out Ereignisses automatisch unwirksam.

Rendite- und Wiederanlagerisiko bei ordentlicher Kündigung durch die Emittentin

Optionsscheininhaber sollten beachten, dass die Laufzeit der Open End Optionsscheine grundsätzlich unbegrenzt ist. Die Laufzeit der Open End Optionsscheine kann jedoch durch eine ordentliche Kündigung der Emittentin entsprechend den Optionsscheinbedingungen beendet werden. In diesen Fällen trägt der Optionsscheininhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Open End Optionsscheine aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung durch die Emittentin zu berücksichtigen, dass der Optionsscheininhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass der Optionsscheininhaber den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktbedingungen wiederanlagen kann als denen, die beim Erwerb des Open End Optionsscheins vorlagen.

Preisbeeinflussende Faktoren während der Laufzeit der Open End Turbos

Der Preis der Open End Turbos während der Laufzeit hängt insbesondere von dem Kurs des Basiswerts während der Laufzeit ab. Grundsätzlich gilt, dass der Preis der Open End Turbos sinkt, wenn der Kurs des Basiswerts sinkt (Open End Turbo Long) bzw. steigt (Open End Turbo Short). Ein Absinken oder Ansteigen des Kurses des Basiswerts hat in der Regel einen überproportional höheren Effekt auf den Preis der Open End Turbos.

Die Ausstattungsmerkmale Basispreis und Knock-Out Barriere werden bei Open End Turbos mindestens einmal pro Woche angepasst. Durch diese Anpassungen kann sich der Preis der Open End Turbos unabhängig von der Entwicklung des Basiswerts vermindern, d.h. der Preis des Open End Turbos ist beispielsweise auch von dem Zinsniveau und gegebenenfalls von Dividenden bzw. der Dividendenbesteuerung abhängig. Darüber hinaus hat auch die Volatilität des Basiswerts Einfluss auf die Preisbildung der Open End Turbos.

[Risiko im Hinblick auf Open End Turbos auf Futures Kontrakte mit Transaktionsgebühr

Im Fall von Open End Turbos auf Futures Kontrakte können zusätzlich zur Deckung der durch den Rollover entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Optionsscheine, wenn die Transaktionsgebühr größer als null ist. Zu berücksichtigen ist weiterhin, dass die Transaktionsgebühr sowohl im Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt und damit bei der Ermittlung des angepassten Bezugsverhältnisses zweimal zu berücksichtigen ist.]]

[Produkt Nr. 4: Besondere Risiken in Verbindung mit Zinscap Optionsscheinen

Risiko ausbleibender Zahlungen

Anleger in Zinscap-Optionsscheinen tragen das Risiko, dass aus den Zinscap-Optionsscheinen an einem oder mehreren Rückzahlungstagen keine Auszahlungen eines Auszahlungsbetrages erfolgen, wenn die Differenz zwischen der Kursreferenz und dem am jeweiligen Zinsfestsetzungstag festgestellten Basiszinssatz [, der der jeweiligen Berechnungsperiode zugeordnet ist,] entweder null oder negativ ist. Daher besteht ein Verlustrisiko – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der angewendeten Transaktionskosten.

Der Preis der Zinscap-Optionsscheine während der Laufzeit hängt insbesondere vom Kurs des Basiswerts während der Laufzeit, insbesondere an den Zinsfestsetzungstagen, ab. Grundsätzlich gilt, dass der Preis der Zinscap Optionsscheine sinkt, wenn der Kurs des Basiswerts sinkt.]

Basiswertbezogene Risikofaktoren

Je nachdem welcher Basiswert bzw. welche Basiswerte den Optionsscheinen zugrunde liegen, sind die Anleger weiteren Risiken ausgesetzt, welche sich aus der Art des Basiswerts und der Verhaltensweise von dessen Marktpreisen ergeben, da der Auszahlungsbetrag den ein Anleger nach den Optionsscheinbedingungen erhält von der Wertentwicklung des Basiswerts abhängt. Die in diesem Programm vorgesehenen Basiswerte unterscheiden sich signifikant in ihrer typischen Preisvolatilität. Anleger sollten nur dann in Optionsscheine investieren, sofern sie mit dem maßgeblichen Basiswert vertraut sind und ein umfassendes Verständnis bezüglich der Art des Basiswerts als solchem, dem Markt sowie sonstigen Regelungen des maßgeblichen Basiswerts haben, da dies erforderlich ist, um die mit den Optionsscheinen verbundenen Risiken zu verstehen; sofern ein solches Verständnis fehlt, kann dies wesentliche nachteilige Auswirkungen für den jeweiligen Anleger haben und dazu führen, dass der Investor sein eingesetztes Kapital ganz oder teilweise verliert.

Risikofaktoren in Bezug auf Interessenkonflikte

Anleger sind dem Risiko direkter oder indirekter Handlungen der Emittentin ausgesetzt, die negative Einflüsse auf den Marktpreis der Optionsscheine haben können oder die Optionsscheininhaber auf andere Weise negativ beeinflussen können, wobei

Interessenkonflikte solche Handlungen wahrscheinlicher machen können. Für eine Beschreibung potentieller Interessenkonflikte, siehe E.4.

E. DAS ANGEBOT

E.2b Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen:

Die Emission der Optionsscheine ist Bestandteil der gewöhnlichen Geschäftstätigkeit der Emittentin und erfolgt ausschließlich zum Zwecke der Gewinnerzielung, was auch dem Grund des Angebotes entspricht.

E.3 Beschreibung der Angebotskonditionen:

Bedingungen des Angebots

Nicht anwendbar, das Angebot unterliegt keinen Bedingungen.

Einzelne Emissionen von Optionsscheinen werden dauerhaft angeboten (Daueremissionen, "tap issue").

Das Angebot der Optionsscheine beginnt in [dem Angebotsland][den Angebotsländern] am [●].

Emissionstermin, d.h. Ausgabetag ist der [●].

[Die Optionsscheine werden während der Zeichnungsfrist, d.h. vom [●] bis zum [●], zur Zeichnung angeboten. Die Emittentin behält sich vor, die Zeichnungsfrist vorzeitig zu beenden. Die Emittentin ist nicht verpflichtet, gezeichnete Optionsscheine zu emittieren.]

Verkaufsbeschränkungen

Die Optionsscheine dürfen nur in den Ländern angeboten, verkauft oder geliefert werden, sofern dies gemäß den geltenden Gesetzen und sonstigen anwendbaren Rechtsvorschriften dieser Länder zulässig ist und sofern für die Emittentin keine Verpflichtungen entstehen.

Die Optionsscheine sind nicht und werden nicht gemäß dem United States Securities Act von 1933 registriert und können auf den Inhaber lautende Optionsscheine sein, auf die US Steuergesetze Anwendung finden.

Die Optionsscheine dürfen innerhalb der Vereinigten Staaten weder direkt noch indirekt durch oder an oder für Rechnung von einer US-Person verkauft, gehandelt oder geliefert werden.

Ausgabepreis sowie Kosten und Steuern beim Erwerb der Optionsscheine

[Der Ausgabepreis beträgt][Die Ausgabepreise betragen] [●].

E.4 Beschreibung aller für die Emission/das Angebot wesentlichen Interessen, einschließlich potentieller Interessenkonflikte:

[Nicht anwendbar; es gibt keine solchen Interessenkonflikte.]

[Die Emittentin kann von Zeit zu Zeit in Bezug auf die Optionsscheine in anderen Funktionen tätig werden, zum Beispiel als Berechnungsstelle oder als Market Maker/Spezialist, was es der Emittentin ermöglichen kann, den Wert des Basiswerts oder eines anderen Referenzwertes zu berechnen oder die Zusammensetzung des Basiswerts festzulegen, wodurch Interessenkonflikte entstehen können, wenn Wertpapiere oder andere Werte, die von der Emittentin selbst oder einem Konzernunternehmen ausgegeben werden, als

Basiswert ausgewählt werden können oder wenn die Emittentin Geschäftsbeziehungen mit dem Emittenten oder dem Schuldner dieser Wertpapiere oder anderen Vermögenswerten hat.

Die Emittentin kann von Zeit zu Zeit Transaktionen, die mit dem Basiswert verbunden sind, für ihre Eigenhandelskonten oder von ihr verwaltete Konten durchführen. Derartige Transaktionen können einen positiven oder negativen Effekt auf den Wert des Basiswerts oder etwaige andere Vermögenswerte haben und somit auch auf den Wert der Optionsscheine.

Die Emittentin kann weitere derivative Finanzinstrumente in Bezug auf den jeweiligen Basiswert ausgeben und die Einführung solcher mit den Optionsscheinen im Wettbewerb stehender Produkte in den Markt kann sich auf den Wert der Optionsscheine auswirken.

Die Emittentin kann alle oder Teile der Erlöse aus dem Verkauf der Optionsscheine verwenden, um Absicherungsgeschäfte abzuschließen, die den Wert der Optionsscheine beeinflussen können.

Die Emittentin kann nicht-öffentliche Informationen in Bezug auf den Basiswert erhalten und ist nicht verpflichtet solche Informationen an die Optionsscheininhaber weiterzugeben. Zudem kann die Emittentin Research-Berichte in Bezug auf den Basiswert publizieren. Tätigkeiten der genannten Art können bestimmte Interessenkonflikte mit sich bringen und sich auf den Wert der Optionsscheine auswirken.]

[Beschreibung solcher weiterer Interessen einfügen]

E.7 Schätzung der Ausgaben, die dem Anleger von der Emittentin oder Anbieter in Rechnung gestellt werden:

[Nicht anwendbar, da weder seitens der Emittentin noch seitens des/der Anbieter(s) solche Ausgaben in Rechnung gestellt werden.]

[Beschreibung solcher Ausgaben einfügen]

GERMAN TRANSLATION OF THE RISK FACTORS

Potentielle Investoren sollten sich vor einer Anlageentscheidung im Zusammenhang mit den Optionsscheinen sorgfältig mit den in diesem Abschnitt beschriebenen Risikofaktoren und sonstigen in diesem Prospekt enthaltenen Informationen vertraut machen. Potenzielle Investoren sollten zur Kenntnis nehmen, dass die nachstehend beschriebenen Risiken nicht alle die Emittentin und deren Gruppe betreffenden Risiken umfassen. Die Emittentin beschreibt in diesem Abschnitt nur die im Zusammenhang mit ihrer Geschäfts-, Ertrags- und Finanzlage und ihren Zukunftsaussichten derzeit für sie erkennbaren und von ihr als wesentlich erachteten Risiken. Zusätzliche, für die Emittentin derzeit nicht erkennbare oder von ihr nicht als wesentlich eingestufte Risiken können durchaus bestehen und jedes dieser Risiken kann die oben beschriebenen Auswirkungen haben.

Potentielle Investoren sollten auch die detaillierten Informationen an anderen Stellen des Prospekts lesen und ihre eigenen Berater konsultieren (einschließlich Finanz-, Steuer und Rechtsberater) und sich selbst ein Bild machen, bevor sie eine Anlageentscheidung treffen.

Begriffe und Ausdrücke, die im Abschnitt "4. Emissionsbedingungen der Optionsscheine" definiert sind, haben in diesem Abschnitt "2. Risikofaktoren" dieselben Bedeutungen.

Faktoren, die die Erfüllungsverpflichtungen der Emittentin im Zusammenhang mit den unter diesem Programm emittierten Optionsscheinen beeinträchtigen können:

Jeder der in diesem Abschnitt behandelten Risikofaktoren kann erhebliche negative Auswirkungen auf die Geschäfts-, Ertrags- und Finanzlage der Emittentin oder deren Zukunftsaussichten haben, die wiederum erhebliche negative Auswirkungen auf Zahlungen an die Anleger im Zusammenhang mit den Optionsscheinen haben können. Darüber hinaus kann sich jeder der nachstehend beschriebenen Risikofaktoren negativ auf den Kurswert der Optionsscheine oder die Rechte der Anleger aus den Optionsscheinen auswirken, wodurch für die Anleger ein Teil- oder Totalverlust ihrer Anlage eintreten kann.

Die Emittentin ist der Ansicht, dass die nachfolgenden Faktoren ihre Fähigkeit zur Erfüllung ihrer Verpflichtungen aus den unter dem Programm begebenen Optionsscheinen beeinträchtigen kann. Die meisten dieser Faktoren sind Ungewissheiten, die eintreten können oder auch nicht und die Emittentin kann keine Angaben zur Wahrscheinlichkeit des Eintritts dieser Ungewissheiten machen.

Darüber hinaus bestehen auch Markt(preis)risiken in Zusammenhang mit den unter dem Programm begebenen Optionsscheinen, die nach diesem Abschnitt beschrieben sind.

Die Emittentin ist der Ansicht, dass die nachstehend beschriebenen Faktoren die wesentlichen Risiken im Zusammenhang mit den unter dem Programm begebenen Optionsscheinen darstellen, allerdings können auch andere Ursachen, die für die Emittentin aufgrund der aktuell verfügbaren Informationen nicht erkennbar oder von ihr nicht als wesentlich eingestuft werden, die Fähigkeit der Emittentin zur Bedienung der Zahlungsverpflichtungen von Beträgen aufgrund oder im Zusammenhang mit den Optionsscheinen negativ beeinflussen.

Risiken in Zusammenhang mit dem Geschäft der Erste Group

Die schwierigen volkswirtschaftlichen Bedingungen und die Bedingungen am Finanzmarkt können erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage sowie die Zukunftsaussichten der Erste Group haben.

Als Folge der weltweiten Finanzkrise vom zweiten Halbjahr 2007 bis ins Jahr 2009 haben sich die Staatsverschuldung weltweit und die wahrgenommene und/oder tatsächliche Instabilität zahlreicher Kreditinstitute in bestimmten europäischen Ländern, darunter insbesondere Spanien, Griechenland, Portugal, Italien, Irland, Zypern und Slowenien sowie – neben der Eurozone – in der Ukraine und Russland, negativ auf die gesamtwirtschaftlichen Rahmenbedingungen ausgewirkt. Gegen Ende des Jahres 2014 stagnierte die Wirtschaft in der Eurozone beinahe, wobei die wirtschaftlichen Schwächen auch in den Kernländern des Euro-Währungsraumes bemerkbar waren. Viele europäische

Volkswirtschaften standen angesichts hoher Arbeitslosigkeit und hohem Strukturschuldenniveau vor strukturellen Herausforderungen. Da die Inflationserwartungen weiter sinken könnten, bleibt das Risiko einer Deflation in der Eurozone bestehen.

Als Reaktion auf die weltweite Finanzkrise wurden beispiellose Schritte gesetzt, um das Finanzsystem zu stabilisieren und den Kreditfluss in der Weltwirtschaft zu steigern. Es ist nicht absehbar, welche Auswirkungen diese und die damit zusammenhängenden Maßnahmen auf die Finanzmärkte, das Konsumenten- und Unternehmensvertrauen im Allgemeinen und auf die Erste Group im Speziellen haben. Zur Verhinderung einer weiteren Verschlechterung des Wirtschaftswachstums und als Reaktion auf Bedenken über die Auswirkungen der europäischen Staatsschuldenkrise veröffentlichte die Europäische Zentralbank ("**EZB**") (neben anderen Zentralbanken) einen Plan zum unbegrenzten Kauf von Staatsanleihen notleidender Länder, teilweise im Austausch gegen die Annahme formeller Programme einschließlich strenger Sparpakete. Allerdings haben sich die geldpolitischen Zielsetzungen in den Ländern erheblich auseinander entwickelt. Die US-Notenbank (*U.S. Federal Reserve Bank* - "**FED**") hat ihr Programm zum Kauf von Staatsanleihen (*tapering*) schrittweise heruntergefahren und im Oktober 2014 beendet. In den Jahren 2015 und 2016 hat die FED den Leitzins zwei Mal erhöht. Diese Entwicklung war von einem anhaltenden soliden Wachstum der U.S. Wirtschaft und der Erholung des U.S. Arbeitsmarktes getrieben. Im Gegensatz dazu begann die EZB im März 2015 ein breites Programm zum Ankauf von Vermögenswerten, das bis Dezember 2017 andauern soll. Das derzeit sehr niedrige Zinsumfeld erzeugt weiterhin Druck auf die Finanzsektoren weltweit. Die künftigen Auswirkungen von Maßnahmen der EZB oder anderer Institutionen sind nicht absehbar und können den erwarteten Nutzen für die betroffenen Wirtschaftsräume bringen oder auch nicht. Unterschiede in der Geldpolitik können zu stärkeren Schwankungen auf Schulden- und Devisenmärkten führen. Zudem können Überschüsse in entwickelten und zum Teil auch aufstrebenden Wirtschaftsräumen gefährdet werden. Der Ausblick für die europäische und weltweite Wirtschaft wird aufgrund der schwierigen Situation in den Schwellenländern weiterhin herausfordernd bleiben.

In den Jahren 2015 und 2016 erholte sich die Wirtschaft der Eurozone mäßig, was von einem positiven Trend der Leitindikatoren für Inflation und einem Sinken der Arbeitslosenquote innerhalb der Eurozone begleitet wurde. Die wichtigste Stütze für Wachstum in der Eurozone blieb der private Konsum, der auch von niedrigen Energiepreisen profitiert. Die positive Entwicklung in der Eurozone wird sich voraussichtlich weiter fortsetzen, allerdings stellen die Volatilität der Finanzmärkte aufgrund des Rückgangs des Ölpreises, der geopolitischen Unsicherheiten in Griechenland, Russland, Ukraine und Syrien sowie der Wirtschaftswachstumseinbruch in China ein Abwärtsrisiko dar. Zusammen mit Großbritannien (Stichwort: "Brexit") beeinflusste Chinas wirtschaftliche Transformation im Jahr 2016 die Weltwirtschaft hinsichtlich gesteigerter Volatilität der Aktienpreise an den Aktienmärkten sowie der Rohstoffpreise an den Rohstoffmärkten und führte zu rückläufigen Devisenreserven. Sofort nach den U.S. Präsidentschaftswahlen verkauften Anleger Aktien und andere riskante Anlagen. Die Wechselkurse der meisten Schwellenländerwährungen – insbesondere der mexikanischen Peso – und der Euro gegenüber dem U.S. Dollar sowie der Ölpreis sanken. Die Lage hat sich allerdings innerhalb kurzer Zeit insbesondere an den Aktien- und Rohölmärkten verbessert und die langfristigen U.S. Zinssätze stiegen in Erwartung höherer zukünftiger Inflationsraten. Diese weltweite wirtschaftliche Situation mit zunehmenden geopolitischen Herausforderungen hat Auswirkungen auf die Eurozone und kann zu entsprechenden Risiken innerhalb der Eurozone führen.

Der Ertrag der Erste Group wird weiterhin vom Zustand der globalen und insbesondere der europäischen Wirtschaft beeinflusst werden. Die kurz- bis mittelfristigen Aussichten für die Weltwirtschaft bleiben herausfordernd, was auch Auswirkungen auf die Aussichten für die Stabilisierung und Verbesserung der wirtschaftlichen und finanziellen Lage in Zentral- und Osteuropa hat. Generell, sollten die wirtschaftlichen Bedingungen in den Märkten, in denen die Erste Group tätig ist, gedämpft bleiben, was das Ergebnis und den Erfolg der Erste Group erheblich negativ beeinträchtigen kann.

Die Erste Group wurde und kann weiterhin von der europäischen Staatsschuldenkrise beeinflusst und zu Abschreibungen von Staatsanleihen einiger Länder gezwungen werden.

In den letzten Jahren standen die Märkte für Staatsanleihen in der Eurozone unter erheblichem Druck, weil die Finanzmärkte begonnen haben, bei einer Reihe von Ländern ein erhöhtes Kreditrisiko wahrzunehmen. Diese Bedenken, die den Aufschwung nach der globalen Finanz- und Wirtschaftskrise bedrohten, gab es insbesondere in Bezug auf Griechenland, Irland, Italien, Portugal, Spanien, Zypern und Slowenien sowie – außerhalb der Eurozone – in Russland und der Ukraine. Angesichts der zunehmenden öffentlichen Schuldenniveaus und stagnierendem Wirtschaftswachstum in diesen und

anderen europäischen Ländern innerhalb und außerhalb der Eurozone, einschließlich der Länder Zentral- und Osteuropas, bestehen diese Bedenken weiterhin. Trotz einer Reihe von Maßnahmen europäischer Regierungen, der EZB und europäischer Aufsichtsbehörden zur Kontrolle und Verringerung der negativen Auswirkungen der Krise wurde die Wirtschaftslage im Allgemeinen und die Finanzmärkte im Besonderen geschwächt, da sich die mit der Staatsschuldenkrise einhergehende Unsicherheit und die Bemühungen der EU, die Krise zu lösen, weiter verstärkten.

Die Auswirkungen der Staatsschuldenkrise hatten insbesondere auf den Finanzsektor erhebliche Auswirkungen, da ein Großteil der Staatsschuld von Ländern der Eurozone von Finanzinstituten, einschließlich der Erste Group, gehalten werden. Bedenken über die Fähigkeit zur Bewältigung des Verschuldungsgrades in stark verschuldeten Ländern innerhalb der Eurozone könnten sich verstärken und Verhandlungen über die Restrukturierung von Staatsschulden ähnlich wie die bei Griechenland könnten auch im Zusammenhang mit Staatsschulden von anderen betroffenen Ländern stattfinden, und die Ergebnisse solcher Diskussionen im Hinblick auf die Änderung von Bedingungen (einschließlich die Reduktion des Nennbetrages oder die Verlängerung der Fälligkeit) solcher Staatsanleihen können zu zusätzlichen Abschreibungen der Erste Group führen. Solche Diskussionen unterliegen sehr wahrscheinlich politischem und wirtschaftlichem Druck und liegen außerhalb des Einflussbereichs der Erste Group.

Abgelenkt durch eine ungelöste Flüchtlingskrise und Verhandlungen über die Bedingungen des Austritts Großbritanniens aus der Europäischen Union, könnten die Führungskräfte der Eurozone von einem neuen Sturm an den Finanzmärkten unvorbereitet erwischt werden. Seit Beginn des Jahres 2016 haben weltweite Marktturbulenzen dazu beigetragen, dass Warnsignale im Markt für Staatsanleihen der Eurozone zu setzen sind. Anfang Februar 2016 hat der Aufschlag, den Investoren zahlen, um portugiesische, spanische und italienische Staatsschulden anstelle von deutschen Anleihen zu halten, eine der höchsten Stufen seit der Krise in der Eurozone, die ihren Höhepunkt in den Jahren 2011 und 2012 hatte, erreicht. Aktien von europäischen Kreditinstituten wurden aufgrund von Bedenken über deren hohen Bestand an notleidenden Krediten ("**NPL**"), neuen aufsichtsrechtlichen Belastungen und einem Ertragsdruck wegen der negativen offiziellen Zinssätze stark getroffen. Neue europäische Regelungen für Kreditinstitute, die Aktionäre und Anleihehaber zwingen, Verluste zuerst in Kauf zu nehmen wenn ein Kreditinstitut gerettet werden muss, geistern weiterhin am Markt, insbesondere in Italien, herum. All dies entsteht in einer Zeit, in der öffentlicher Widerstand gegen weitere Sparmaßnahmen gesamt Südeuropa erfasst hat, was in zunehmender Unterstützung für populistische Parteien resultiert und zu unerwarteten Ergebnissen bei nationalen und/oder regionalen Wahlen führt.

Die Erste Group ist auch dem Kreditrisiko von Finanzinstituten ausgesetzt, die zur Fortführung ihrer Geschäfte von staatlicher Unterstützung abhängig sein können. Die Verfügbarkeit öffentlicher Mittel und die Bereitschaft von Regierungen zu solchen Unterstützungen sind angesichts der aktuellen Staatsverschuldung in bestimmten Ländern der Eurozone unklar. Darüber hinaus könnten Sicherungsinstrumente wie Credit Default Swaps wirkungslos sein, wenn eine Sanierung ausständiger Staatsschulden Kreditereignisse, die Zahlungen aus solchen Instrumenten auslösen würden, verhindert oder wenn die Beträge, die letztendlich für solche Instrumente bezahlt werden, nicht dem vollen Betrag des Nettoexposures entsprechen. Jede Restrukturierung von Staatsschulden kann zu Verlusten für die Erste Group und andere Teilnehmer an Transaktionen, die nicht durch Absicherungsgeschäfte gedeckt sind, führen.

Die Erste Group hat, und könnte in Zukunft auch weiterhin eine Verschlechterung der Qualität des Kreditportfolios, insbesondere aufgrund von Finanzkrisen oder Konjunkturschwächen erfahren.

Die Erste Group ist und könnte in Zukunft dem Risiko ausgesetzt sein, dass Kreditnehmer ihre Kredite nicht gemäß der vertraglichen Bedingungen zurückzahlen, dass die Sicherheiten oder Zahlungsströme zur Besicherung der Rückzahlung dieser Kredite, unzureichend sind oder dass gesetzlich fixe Wechselkurse für Kredite in Fremdwährung festgelegt werden.

Die Auswirkungen der weltweiten Wirtschafts- und Finanzkrise, wie unter anderem die stagnierende oder abnehmende Wachstumsrate oder negative Entwicklung des Bruttoinlandsproduktes ("**BIP**"), eine wesentliche Reduktion des privaten Konsums und der Investitionen von Unternehmen, die Erhöhung der Arbeitslosenquote und das Sinken privater und gewerblicher Vermögenswerte in bestimmten Regionen, hatten in den letzten Jahren erhebliche negative Auswirkungen auf die Kreditqualität des Kreditportfolios der Erste Group in bestimmten Ländern, in denen die Erste Group tätig ist, insbesondere in Rumänien, Ungarn und Kroatien. Dies trifft insbesondere für private

Fremdwährungskredite zu; so haben viele Privat- und Geschäftskunden in Ungarn, Rumänien, Kroatien, Serbien und Österreich Kredite in Fremdwährung (überwiegend in EUR, USD und CHF) ("**Fremdwährungskredite**") aufgenommen. Wenn der Wert lokaler Währungen gegenüber den ausländischen Währungen, auf die solche Kredite lauten, sinkt, wie dies in manchen Ländern Zentral- und Osteuropas während des Wirtschaftsabschwungs passiert ist, können die effektiven Kosten des auf Fremdwährung lautenden Kredits für den lokalen Kunden erheblich steigen, was zu Zahlungsausfällen bei Privatkrediten, zur Herabstufung von zuvor hoch bewerteten Krediten in niedriger bewertete Kategorien und schließlich zum Anstieg von NPL und Abschreibungen führen kann.

Ein Teil dieser Fremdwährungskredite, insbesondere österreichische Hypothekarkredite in Schweizer Franken (CHF), von denen die meisten schon vor vielen Jahren unterzeichnet wurden, sind durch Tilgungsträger besicherte endfällige Verbraucherkredite. Nachteilige Änderungen des Marktpreises solcher Tilgungsträger zur Kapitalaufbringung für die endfällige Rückzahlung und Fremdwährungsrisiken, die bei auf Fremdwährung lautenden Tilgungsträgern bestehen, können die Situation solcher durch Tilgungsträger besicherte Kredite nachteilig verändern und das Ausfallsrisiko der betreffenden Kreditnehmer erhöhen.

Mögliche höhere Zinssätze in den Zielmarktländern der Erste Group könnten zu zusätzlichen Schuldnern führen, die ihre Kredite gemäß den Vertragsbedingungen nicht zurückzahlen können, und folglich könnte dies zum Anstieg der NPL der Erste Group führen.

Eine Verschlechterung der Qualität des Kreditportfolios der Erste Group und der Anstieg von NPL können zur Erhöhung der Kosten für die Risikovorsorge der Erste Group führen. Die Kosten für die Risikovorsorge der Erste Group basieren unter anderem auf einer Analyse aktueller und historischer Ausfallswahrscheinlichkeiten, Kreditmanagementmethoden, der Bewertung von zugrundeliegenden Vermögenswerten und dem erwarteten verfügbaren Einkommen von Kunden sowie auf anderen Annahmen des Managements. Die Analysen und Annahmen durch die Erste Group könnten sich als unzureichend erweisen und zu einer fehlerhaften Einschätzung der Kreditbedienung führen.

In Übereinstimmung mit den aufsichtsrechtlichen Anforderungen und Rechnungslegungsgrundsätzen bewertet die Erste Group den Bedarf und weist in ihrer Bilanz Rückstellungen für Kreditrisiken zu, um die erwarteten Verluste in ihrem Kreditportfolio abzudecken. Diese Rückstellungen werden bei finanziellen Vermögenswerten mit getilgten Kosten (Kredite und Ausleihungen, bereits fällige finanzielle Vermögenswerte) gemäß IAS 39 und bei Haftungsverhältnissen (Garantien, Kreditverbindlichkeiten) gemäß IAS 37 berechnet.

Die Rückstellungen für Kreditausfälle werden auf Kundenebene gebildet. Der Prozess beinhaltet die Identifikation von Ausfällen und Wertberichtigungen und die Art der Beurteilung (individuell oder gemeinsam); dazu gehört auch die Übertragung von Verantwortlichkeiten. Auf Kundenebene bedeutet das, dass im Normalfall alle Forderungen gegen einen Kunden als notleidend eingestuft werden, sobald auch nur eine als notleidend eingestuft wird.

In diesem Prozess unterscheidet das Kreditinstitut zwischen

- spezielle Rückstellungen, die für Forderungen gegen notleidende Kunden berechnet werden, die als wertberichtigt zu betrachten sind, und
- Portfolio-Rückstellungen (Rückstellungen für entstandene, aber nicht gemeldete Verluste), die für Forderungen gegen notleidende oder nicht notleidende Kunden, die noch nicht als wertberichtigt zu betrachten sind, berechnet werden.

Diese Rückstellungen spiegeln die Einschätzungen der Erste Group über Verluste in ihrem Kredit-Portfolio wider. Wenn ein höherer, als der von der Erste Group angenommener, Anteil der Kunden der Erste Group ausfällt oder wenn die durchschnittliche Höhe der Verluste aus solchen Ausfällen höher als erwartet ist oder wenn einzelne Kunden unerwartet ausfallen, würden die tatsächlichen Verluste aufgrund der Ausfälle der Kunden die Höhe der bereits getätigten Rückstellungen übersteigen und das Betriebsergebnis der Erste Group negativ beeinträchtigen.

Das International Accounting Standards Board ersetzt IAS 39 durch IFRS 9, der für Perioden ab oder nach dem 1.1.2018 verpflichtend gilt. Der neue Standard inkludiert ein neues Erwartungsverlustwertminderungsmodell und führt neue Anforderungen für die Klassifizierung und Messung finanzieller Vermögenswerte ein. Daher wird sich der oben beschriebene Rückstellungsprozess wesentlich ändern, aber die Umstellung auf IFRS 9 durch die Erste Group wird nicht vor 1.1.2018 erfolgen.

Im Jahr 2016 filterte das Management der Erste Group weiterhin kritische Portfolios und die weitere Stärkung des Risikoprofils. Dies zeigte sich insbesondere durch den stetigen Anstieg an funktionierenden Portfolios und den Rückgang der NPL sowie der Risikokosten über mehrere Quartale. Die Managementmaßnahmen führten zu verbesserter Profitabilität, Qualität der Vermögenswerte, Kreditvergabe und Kapitalausstattung. Wie im Jahr 2015 wurde der Schwerpunkt außerdem auf die Stärkung der Risikobeherrschung und die Gewährleistung der Einhaltung der aufsichtsrechtlichen Anforderungen gelegt.

Auf Grundlage eines steigenden funktionierenden Portfolios und dem signifikanten Rückgang der Risikokosten wurden das NPL Portfolio sowie die NPL Quote weiter reduziert. Die gesamte NPL Deckungsquote (die Quote der Risikovorsorgen für Kredite und Ausleihungen an Kunden in der Bilanz der Erste Group als prozentueller Anteil an den NPL und Ausleihungen an Kunden) der problematischen Portfolios entspricht den definierten Sanierungsstrategien (z.B. Fortführung, Insolvenz oder Portfolioverkauf). Im Jahr 2016 hat die Erste Group in Rumänien, Österreich, der Tschechischen Republik, Kroatien, der Slowakei und Ungarn Portfolioverkäufe fortgeführt, obgleich der Gesamtbetrag der verkauften Problemkredite unten den Beträgen der vorangegangenen Jahre liegt. Die Sanierungsaktivitäten könnten den neuen Zustrom von NPL überkompensieren und eine Reduktion der NPL durch erfolgreiche Einziehungen, Wiederherstellungen und Abschreibungen erreichen.

Die Erste Group versucht eine NPL Deckungsquote zu halten, die nach Ansicht des Managements der Erste Group angemessen ist, um mögliche Verluste aus Krediten abzudecken. Es kann aber keine Gewissheit dafür geben, dass die aktuelle NPL Deckungsquote in Zukunft nicht sinkt, die jährlichen Risikokosten nicht steigen oder sich die NPL Deckungsquote als ausreichend erweist.

In bestimmten Ländern, in denen die Erste Group tätig ist, kann es zu einer weiteren Verschlechterung der Bonität kommen, wenn die wirtschaftliche Lage schwierig bleibt oder die Besserung des Wirtschaftsklimas nur vorübergehend ist. Weiters könnten unerwartete politische Ereignisse oder ein anhaltender Mangel an Liquidität in bestimmten Volkswirtschaften Zentral- und Osteuropas zu Kreditausfällen führen, die die Rückstellungen der Erste Group übersteigen.

Jeder der oben genannten Faktoren hatte in der Vergangenheit und könnte in Zukunft wesentliche nachteilige Auswirkungen auf das Betriebsergebnis, die Finanzlage und die Kapitalausstattung der Erste Group haben.

Die Erste Group unterliegt erheblichem Gegenparteirisiko, und Ausfälle von Gegenparteien können zu Verlusten führen, die die Rückstellungen der Erste Group übersteigen.

In ihrer üblichen Geschäftstätigkeit ist die Erste Group dem Risiko ausgesetzt, dass Dritte, die ihr Geld, Wertpapiere oder andere Vermögenswerte schulden, ihren Verpflichtungen nicht nachkommen. Die Erste Group ist daher dem Risiko von Gegenparteiausfällen, die in der Vergangenheit in Zeiten wirtschaftlichen Abschwungs höher waren, ausgesetzt.

In ihrer üblichen Geschäftstätigkeit ist die Erste Group dem Risiko der Nichterfüllung von Gegenparteien in der Finanzdienstleistungsbranche ausgesetzt. Dieses Risiko kann durch Handel, Kreditvergabe, Clearingvorgänge, Abwicklung und viele andere Aktivitäten und Beziehungen zu Gegenparteien entstehen. Diese Gegenparteien können Makler und Händler, Wertpapierverwahrer, Geschäftsbanken, Investmentbanken, Anlage- und Hedgefonds und andere institutionelle Kunden sein. Viele dieser Beziehungen setzen die Erste Group dem Kreditrisiko im Falle des Ausfalls einer Gegenpartei aus. Weiters kann sich das Kreditrisiko der Erste Group erhöhen, wenn die von ihr gehaltenen Sicherheiten nicht oder nicht zu einem Preis, der die Verluste aus den Krediten oder das Derivate Exposure abdeckt, realisiert werden können. Viele der von der Erste Group angewendeten Hedging- und anderen Risikomanagementstrategien umfassen Transaktionen mit Gegenparteien aus dem Finanzdienstleistungsbereich. Eine Zahlungsschwäche oder Insolvenz dieser Gegenparteien könnte die Wirksamkeit der Hedging- und anderen Risikomanagementstrategien der Erste Group beeinträchtigen. Wenn ihre Gegenparteien ihren Pflichten nicht nachkommen, erleidet die Erste Group Verluste. Wenn ein höherer, als der von der Erste Group angenommene, Anteil an Gegenparteien der Erste Group ausfällt oder wenn die durchschnittliche Höhe der Verluste aus solchen Ausfällen höher als erwartet ist, würden die tatsächlichen Verluste aus Gegenparteiausfällen die Höhe der Risikovorsorgen übersteigen. Wenn Verluste aufgrund eines Ausfalls einer Gegenpartei die Rückstellungen der Erste Group deutlich übersteigen oder eine Erhöhung der Rückstellungen erforderlich machen, könnte dies erhebliche negative Auswirkungen auf die Geschäfts-, die Finanz- und die Ertragslage der Erste Group sowie ihrer Betriebsergebnisse haben.

Bedenken über mögliche Ausfälle eines Finanzinstituts können zu erheblichen Liquiditätsproblemen, Verlusten oder Ausfällen anderer Finanzinstitute führen, weil die kommerzielle und finanzielle Kreditwürdigkeit vieler Finanzinstitute aufgrund von Kredit-, Handels- und anderen Beziehungen in Wechselbeziehung steht. Selbst ein nur angenommener Mangel an Kreditwürdigkeit kann zu marktweiten Liquiditätsproblemen führen. Dieses Risiko wird als "systemisches Risiko" bezeichnet und betrifft Kreditinstituten und alle anderen Arten von Intermediären im Finanzdienstleistungssektor. Das systemische Risiko könnte sowohl bei der Erste Group als auch bei anderen Kreditinstituten in den Märkten, in denen die Erste Group tätig ist, zu einem höheren Eigenmittelerfordernis bei gleichzeitiger Erschwerung der Aufnahme von Eigenmitteln führen. Das systemische Risiko könnte daher erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanzlage, das Betriebsergebnis, die Liquidität und die Zukunftsaussichten der Erste Group haben.

Die Absicherungsstrategien der Erste Group könnten sich als unwirksam erweisen.

Die Erste Group verwendet eine Reihe von Instrumenten und Strategien zur Absicherung von Risiken. Unvorhersehbare Marktentwicklungen können wesentliche Auswirkungen auf die Wirksamkeit der Absicherungsmaßnahmen haben. Instrumente zur Absicherung von Zins- und Währungsrisiken können zu Verlusten führen, wenn die unterliegenden Finanzinstrumente verkauft werden oder Wertanpassungen vorgenommen werden müssen. Gewinne und Verluste aus unwirksamen Absicherungsmaßnahmen können die Volatilität der Geschäftsergebnisse der Erste Group erhöhen, die erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanzlage und das Betriebsergebnis der Erste Group haben können.

Die Erste Group ist sinkenden Werten der Sicherheiten für gewerbliche und private Immobilienkredite ausgesetzt.

Die Erste Group hat wesentliche Risiken, die durch gewerbliche und private Immobilien abgesichert sind. Die Immobilienmarktpreise hängen von mehreren Parametern des Wirtschaftsumfelds ab. Außerdem können Änderungen auch durch unvorhergesehene Ereignisse erfolgen. Daher weicht der Immobilienmarktpreistrend von Region zu Region, in denen die Erste Group tätig ist, ab. Einerseits nimmt der gesamte Immobilienmarkt in einigen Regionen ab bzw. ändert sich aufgrund der gegenwärtigen wirtschaftlichen Probleme, wie z.B. Abwanderung von Unternehmen und hohen Arbeitslosenraten, oder aufgrund der wirtschaftlichen Unsicherheiten die Nachfrage von hochwertigen auf günstige Immobilien. Dadurch sinken die Immobilienpreise allgemein. Andererseits steigen in manchen Regionen vor allem Wohnimmobilienpreise mehr als erwartet. Dabei ist zu berücksichtigen, dass der Aufwärtstrend stagnieren und sich sogar umkehren kann. Die Volatilität der Immobilienwerte kann einige Risiken betreffend die Absicherung dieses Risikoportfolios hervorrufen und zu niedrigeren Erlösen bei der Realisierung dieser Sicherheiten führen. Daher kann dies nachteilige Auswirkungen auf die Bilanz der Erste Group haben.

Marktschwankungen und Volatilität können sich negativ auf den Wert der Vermögenswerte der Erste Group auswirken, Rentabilität reduzieren und es schwieriger machen, den Fair Value bestimmter Vermögenswerte festzustellen.

Die Finanzmärkte könnten mit Perioden von erheblichen Stressbedingungen konfrontiert sein wenn starke Rückgänge bei den wahrgenommenen oder tatsächlichen Werten der Vermögenswerte, die von Kreditinstituten und anderen Finanzinstitutionen gehalten werden, von einem starken Rückgang der Marktliquidität begleitet werden könnten. Die Preise der finanziellen Vermögenswerte in der Eurozone wurden durch die seit 2015 angewandten Geldpolitikmaßnahmen der EZB hinaufgefahren, deren Beendigung zur Anpassung der Preise der finanziellen Vermögenswerte führen würde. Künftige Verschlechterungen der wirtschaftlichen Bedingungen und jener an den Finanzmärkten könnten zu Sonderabschreibungen oder Bewertungsverlusten führen. Trotz der aktuellen Stabilität der wirtschaftlichen Bedingungen und der Finanzmarktbedingungen in den Märkten, in denen die Erste Group tätig ist, könnte der Wert finanzieller Vermögenswerte beginnen erheblich zu schwanken und sich wesentlich auf das Eigenkapital und das Konzernergebnis der Erste Group auswirken, wenn der Fair Value von finanziellen Vermögenswerten fällt.

Marktvolatilität und Illiquidität können die Neubewertung bestimmter Risikopositionen erschweren und der von der Erste Group tatsächlich realisierte Wert kann vom bisherigen bzw. geschätzten Fair Value erheblich abweichen. Darüber hinaus können sich die von der Erste Group angenommenen Schätzungen des Fair Value erheblich von ähnlichen Schätzungen anderer Finanzinstitute und von Werten, die bei verfügbaren Märkten verwendet werden, abweichen. Jeder dieser Faktoren könnte bei der Erste Group zu weiteren Neubewertungsverlusten oder Abschreibungen führen, was sich

nachteilig auf die Geschäftstätigkeit, die Finanz-, die Ertragslage, die Liquidität oder die Zukunftsaussichten der Erste Group auswirken würde.

Die Erste Group unterliegt dem Risiko, dass Liquidität nicht ohne weiteres zur Verfügung steht.

Die Erste Group ist bei ihrer Refinanzierung zu einem maßgeblichen Teil von Kundeneinlagen abhängig. Die Mehrheit der Einlagen der Erste Group sind Einlagen von Privatkunden, wovon wiederum ein erheblicher Teil Sichteinlagen sind. Solche Einlagen unterliegen Schwankungen, die von der Erste Group nicht beeinflusst werden können, und die Erste Group kann nicht garantieren, dass es nicht zu einem beträchtlichen Abfluss von Einlagen innerhalb eines kurzen Zeitraumes kommen kann. Da ein erheblicher Teil der Finanzierung der Erste Group von ihrem Einlagenstock kommt, könnte jeder wesentliche Rückgang der Einlagen einen negativen Einfluss auf die Liquidität der Erste Group haben, es sei denn, entsprechende Maßnahmen wurden ergriffen, um das Liquiditätsprofil anderer Einlagen zu verbessern oder um liquide Mittel zu reduzieren, was - wenn überhaupt - zu wirtschaftlich vorteilhaften Bedingungen nicht möglich ist.

Als Kreditgeber unterliegen Konzerngesellschaften der Erste Group dem Marktliquiditätsrisiko, das sich aus der Unmöglichkeit des einfachen Verkaufs von Vermögenswerten aufgrund unzureichender Marktliquidität oder Marktstörungen ergibt. Sie unterliegen auch dem Refinanzierungsliquiditätsrisiko, das ein Risiko von Verlusten darstellt, die aus einer Änderung der Refinanzierungskosten, aus einem Risikoaufschlag über einem bestimmten Niveau und Konfidenzlevels oder aus der Insolvenz von Gegenparteien, die zu Schwierigkeiten bei der vollständigen oder pünktlichen oder wirtschaftlich sinnvollen Erfüllung zukünftiger Zahlungsverpflichtungen führen können, entstehen.

An den weltweiten Kredit- und Geldmärkten hat sich die Zurückhaltung der Kreditinstitute bei den wechselseitigen Kreditvergaben aufgrund der Unsicherheiten hinsichtlich der Kreditwürdigkeit dem kreditaufnehmenden Kreditinstitut gezeigt und dies wird weiter so bleiben. Selbst eine Vermutung von Marktteilnehmern, dass ein Finanzinstitut einem höheren Liquiditätsrisiko unterliegt, kann dem Institut erhebliche Schäden zufügen, da potenzielle Kreditgeber zusätzliche Sicherheiten oder andere Maßnahmen fordern, die zu einer weiteren Reduzierung der Fähigkeit des Finanzinstituts zur Absicherung seines Refinanzierungsbedarfs führen. Dieser Anstieg des wahrgenommenen Gegenparteerisikos führte zu weiteren Einschränkungen der Erste Group und anderer Kreditinstitut bei der Nutzung traditioneller Liquiditätsquellen; diese Situation kann durch weitere aufsichtsrechtliche Beschränkungen der Finanzierungs- und Kapitalstrukturen und der Berechnung von Eigenmittel- und Liquiditätserfordernissen erschwert werden.

Wenn die Erste Group Schwierigkeiten hat, angemessene Quellen für kurz- und langfristige Liquidität zu sichern, oder wenn wesentliche Abflüsse von Einlagen entstehen, hätte dies erhebliche negative Auswirkungen auf ihre Geschäftstätigkeit, ihre Finanzlage und ihr Betriebsergebnis.

Ratingagenturen können ein Rating der Erste Group Bank und/oder einer lokalen Einheit, die Teil der Erste Group ist, oder eines Landes, in dem die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen, was sich negativ auf die Refinanzierungsbedingungen der Erste Group Bank, insbesondere auf den Zugang zu den Fremdkapitalmärkten, auswirken kann.

Die Kreditratings der Erste Group Bank sind für ihr Geschäft wesentlich. Ein Rating stellt eine Einschätzung der Bonität eines Emittenten durch eine Ratingagentur, dh eine Prognose oder einen Indikator für einen möglichen Kreditausfall aufgrund von Insolvenz, Zahlungsverzug oder unvollständiger Zahlung an die Investoren, dar. Ein Rating ist keine Empfehlung zum Kauf, Verkauf oder Halten von Wertpapieren. Solche Ratings wurden von Ratingagenturen abgegeben, die in der Europäischen Union ansässig sind und nach den Vorschriften der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16.9.2009 über Ratingagenturen zugelassen sind. Die Ratings für langfristige Finanzverbindlichkeiten der Erste Group lauten: Standard & Poor's, A- (Ausblick positiv); Moody's, Baa1 (Ausblick stabil); und Fitch, A- (Ausblick stabil).

Eine Ratingagentur kann ein Rating insbesondere aussetzen, herabstufen oder zurückziehen. Ein Rating kann auch ausgesetzt oder zurückgezogen werden, wenn die Erste Group den Vertrag mit der maßgeblichen Ratingagentur kündigt oder feststellt, dass es nicht mehr in ihrem Interesse ist, der Ratingagentur weiterhin Finanzdaten zu liefern. Eine Herabstufung des Ratings kann zu einer Beschränkung des Zugangs zu Geldmitteln und damit zu höheren Refinanzierungskosten führen. Ein Rating könnte auch durch die Bonität oder vermeintliche Bonität anderer Finanzinstitute negativ betroffen sein.

Eine Ratingagentur kann auch ein Rating hinsichtlich eines oder mehrerer Länder, in denen die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen oder ungünstige Berichte oder Perspektiven für eine Region oder ein Land, in der/dem die Erste Group tätig ist, veröffentlichen. Außerdem kann eine Aussetzung, Herabstufung oder Zurückziehung eines Kreditratings oder ungünstige Berichte oder eine Veröffentlichung ungünstiger Ausblicke auf Österreich oder ein anderes Land, in dem die Erste Group tätig ist, durch eine Ratingagentur die Finanzierungskosten der Erste Group erhöhen.

Rating Aktivitäten (*rating actions*) von Ratingagenturen können auch durch Veränderungen ihrer jeweils maßgeblichen Ratingmethodologie, ihrer Bewertung staatlicher Unterstützung sowie durch aufsichtsrechtliche Maßnahmen (z.B. die Einführung von Verlustbeteiligungsregimes (*bail-in*)) ausgelöst werden.

Eine Herabstufung des Kreditratings der Erste Group Bank, eines Mitglieds der Erste Group, der Republik Österreich oder eines anderen für die Erste Group wesentlichen Landes, könnte erhebliche nachteilige Auswirkungen auf die Liquidität und die Wettbewerbsposition der Erste Group Bank haben, könnte das Vertrauen in die Erste Group untergraben, ihre Refinanzierungskosten erhöhen, den Zugang zu Refinanzierungs- und Kapitalmärkten oder das Spektrum der Gegenparteien, die Transaktionen mit Erste Group eingehen wollen, beschränken und folglich wesentliche nachteilige Auswirkungen auf ihr Geschäft, ihre Finanzlage und ihr Geschäftsergebnis haben.

Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.

Es gibt zahlreiche einschlägige fortlaufende Initiativen zur Entwicklung neuer bzw Umsetzung und Änderung bestehender auf die europäischen Kreditinstitute, einschließlich der Erste Group, anwendbarer aufsichtsrechtlicher Anforderungen. Zu diesen Initiativen, die fortlaufend die bankenaufsichtsrechtlichen Rahmenbedingungen verbessern sollen (auch als Reaktion auf die globale Finanzkrise und die Staatsschuldenkrise in Europa), zählen unter anderem die folgenden:

- *Basel III und CRD IV-Paket.*

Im Juni 2011, im Januar 2013 und im Oktober 2014 veröffentlichte der Basler Ausschuss für Bankenaufsicht (*Basel Committee on Banking Supervision* – "BCBS") sein (endgültiges) (als Basel III bekanntes) internationales aufsichtsrechtliches Rahmenwerk für Kreditinstitute, das aus einem umfassenden Paket an Reformmaßnahmen besteht, was die Regulierung, die Aufsicht und das Risikomanagement des Bankensektors stärken soll. Die wichtigsten Teile von Basel III wurden durch das CRD IV-Paket in europäisches Recht umgesetzt, i.e. die Richtlinie 2013/36/EU des Europäischen Parlaments und des Rates vom 26. Juni 2013 über den Zugang zur Tätigkeit von Kreditinstituten und die Beaufsichtigung von Kreditinstituten und Wertpapierfirmen, zur Änderung der Richtlinie 2002/87/EG und zur Aufhebung der Richtlinien 2006/48/EG und 2006/49/EG (*Capital Requirements Directive IV* - "CRD IV") und die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (*Capital Requirements Regulation* – "CRR").

Insbesondere das CRD IV Paket erhöhte (weiter) die Erfordernisse an die Qualität und Quantität von aufsichtsrechtlich erforderlichem Kapital (Eigenmittel) sowie die Mindesteigenmittel für derivative Positionen und führte neue Liquiditätsvorschriften sowie eine Leverage Ratio ein.

Die CRR (eine EU Verordnung, die in den EU Mitgliedsstaaten ohne nationale Umsetzung unmittelbar anwendbar ist) sowie das österreichische Bundesgesetz zur Umsetzung der CRD IV in österreichisches Recht (und bestimmte in Zusammenhang stehende Verordnungen), welches Änderungen des österreichischen Bankwesengesetzes ("BWG") beinhaltet, sind seit 1.1.2014, vorbehaltlich bestimmter Übergangsbestimmungen, anzuwenden.

- *Änderungen in der Anerkennung von Eigenmitteln.*

Aufgrund der aufsichtsrechtlichen Änderungen werden verschiedene existierende Eigenmittelinstrumente, die in der Vergangenheit emittiert wurden, ihre aufsichtsrechtliche Anerkennung als Eigenmittel schrittweise verlieren oder in niedrigere Kategorien als jene, in

denen sie ursprünglich erfasst wurden, fallen. Beispielsweise werden existierende Hybridkapitalinstrumente über einen bestimmten Zeitraum auslaufen.

- *Zusätzliche Eigenmittelanforderungen.*

- Die Artikel 128 bis 140 CRD IV führen Bestimmungen ein, die von den Instituten fordern, dass sie zusätzlich zum CET 1 Kapital, welches zur Einhaltung der Eigenmittelanforderungen gemäß der CRR und etwaiger zusätzlicher Eigenmittelanforderungen der Säule 2 dient, über die neu definierten speziellen Kapitalpuffer verfügen. In Österreich, wurden diese Bestimmungen in nationales Recht in den §§ 23 bis 23d des BWG umgesetzt. Die meisten dieser Pufferanforderungen werden stufenweise beginnend mit 1.1.2016 bis 1.1.2019 eingeführt. Die österreichische Kapitalpuffer-Verordnung ("**KP-V**") der FMA bestimmt ferner die Berechnung, Festlegung und Anerkennung der antizyklischen Kapitalpufferquote gemäß § 23a (3) BWG, die Festlegung der Kapitalpufferquote für systemische Verwundbarkeit und für systemisches Klumpenrisiko (= Systemrisikopuffer) gemäß § 23d (3) BWG und des Kapitalpuffers für andere systemrelevante Institute (*other systemically important institutions* - "**O-SIIs**") gemäß § 23c (5) BWG (die beide auf konsolidierter Ebene zu ermitteln sind), und die nähere Ausgestaltung der Berechnungsgrundlagen gemäß § 24 (2) BWG betreffend die Berechnung des maximalen ausschüttungsfähigen Betrages.

Gemäß der KP-V ist die antizyklische Kapitalpufferquote für in Österreich belegene wesentliche Kreditrisikopositionen aktuell mit 0,00% festgelegt. Zudem könnten nationale Kapitalpufferquoten anwendbar sein, die von den benannten Behörden anderer Mitgliedstaaten und Drittstaaten für die in ihren jeweiligen Staatsgebieten belegenen wesentlichen Kreditrisikopositionen festgelegt werden. Werden allerdings solche nationalen antizyklischen Kapitalpufferquoten von über 2,50% festgelegt, ist eine gedeckelte antizyklische Kapitalpufferquote von 2,50% für solche wesentlichen Kreditrisikopositionen heranzuziehen. In diesem Zusammenhang gelten für die Erste Group die folgenden antizyklischen Pufferquoten von über 0,00% für die Gesamtrisikopositionen in anderen EU Jurisdiktionen: ein antizyklischer Puffer von 0,50% in der Tschechischen Republik seit 1.1.2017 und ein antizyklischer Puffer von 0,50% in der Slowakei ab 1.8.2017. Gemäß der K-PV wird der Erste Group (die als O-SII gilt) ein Systemrisikopuffer und ein O-SII Puffer vorgeschrieben, beide in Höhe von 0,50% (ab 1.1.2017), 1,00% (ab 1.1.2018) und 2,00% (ab 1.1.2019). In Österreich (und damit im Fall der Erste Group) ist aktuell die höchste der beiden Kapitalpufferquoten anwendbar.

Am 23.11.2016 veröffentlichte die Europäische Kommission einen Vorschlag für eine Europäische Richtlinie zur Änderung der CRD IV. Die vorgeschlagenen Änderungen sollen unter anderem die Bedingungen für die Anwendung von Eigenkapitalaufschlägen der Säule 2, die aus der CRD IV (Artikel 104(1)(a) CRD IV) stammen, klären, wobei zu unterscheiden ist zwischen:

- Eigenkapitalanforderungen der Säule 2, die zwingend vorgeschrieben sind und von Aufsichtsbehörden verhängt werden, um Risiken zu behandeln, die nicht oder nicht ausreichend von der Säule 1 und den Kapitalpufferanforderungen abgedeckt sind; und
- Eigenkapitalleitlinie der Säule 2, die auf die Möglichkeit der zuständigen Behörden verweist, einem Institut deren Erwartungen an ein solches Institut nahezulegen, Kapital über die Eigenkapitalanforderung der Säule 1 und Säule 2 und über die kombinierten Kapitalpufferanforderungen hinaus zu halten, um für die nahe und fernere Zukunft gewappnet zu sein.

Der Vorschlag stellt darüber hinaus klar, dass die Verwendung von Eigenkapitalaufschlägen der Säule 2 institutsspezifische Maßnahmen sind, die zur Bewältigung bestimmter Situationen genutzt und nicht zur Deckung makroprudenzieller oder systemischer Risiken auferlegt werden sollen. Er sieht zudem vor, dass Eigenkapitalaufschläge der Säule 2 auf eine rein mikroprudenzielle Perspektive beschränkt werden sollten.

- Der Erste Group liegen Anhaltspunkte vor, dass die EZB im Zusammenhang mit der geplanten Einführung des auf internen Ratings basierenden (*internal ratings based* – "IRB") Ansatzes in der Banca Comercială Română ("BCR") von ihr verlangen wird, eine künftige Erhöhung der risikogewichteten Aktiva (*risk-weight assets* – "RWA") auf der konsolidierten Ebene der Erste Group zu berücksichtigen, wohingegen diese RWA-Erhöhung bereits im ersten Halbjahr 2017 wirksam werden wird (d.h. bevor die Einführung stattfinden wird; voraussichtlich im zweiten Halbjahr 2018). Diese RWA-Erhöhung zieht die erwartete Differenz in RWA zwischen den Behandlungen von Risikopositionen im standardisierten Ansatz im Vergleich zu den Behandlungen im IRB vor. Die Auswirkung auf den CET 1-Quote wird voraussichtlich moderat sein.

Darüber hinaus wurden interne Modelle zur Berechnung der Kredit-RWA in Säule 1 angepasst und entsprechende Validierungen von den zuständigen Behörden bewertet. Diese Modelle sollen in naher Zukunft einer Prüfung unterzogen werden, mit der konkreten Ansicht die identifizierten Erkenntnisse zu adressieren und aufsichtsrechtliche Änderungen aufzunehmen. Im Rahmen dieser Beurteilungen wurde die Erste Group über Aufsichtsmaßnahmen informiert, wobei die Einzelheiten dieser Maßnahmen der Erste Group noch nicht vollständig bekannt sind und von der konkreten Aufsichtsregelung abhängen. Derartige Maßnahmen könnten zu einer weiteren moderaten Nettoerhöhung der RWA im Jahr 2017 führen, die sich moderat auf die Quote von CET 1 auswirkt.

- *BCBS Überarbeitung der bankenaufsichtsrechtlichen Rahmenbedingungen.*

Als Teil der fortlaufenden Bemühungen, die bankenaufsichtsrechtlichen Rahmenbedingungen zu verbessern, überprüft der BCBS die standardisierten Ansätze der Kapitalanforderungsregelwerke für Kreditrisiko und für operationelles Risiko unter anderem, um die mechanistische Abhängigkeit von externen Ratings zu verringern. Darüber hinaus wird die Rolle der internen Modelle überprüft, um die Komplexität der aufsichtsrechtlichen Rahmenbedingungen zu verringern, die Vergleichbarkeit zu verbessern und eine übermäßige Variabilität der Kapitalanforderungen für das Kreditrisiko zu bewältigen. Der BCBS arbeitet auch an der Entwicklung eines Regelwerkes für eine Kapitaluntergrenze, das auf den überarbeiteten standardisierten Ansätzen für alle Risikotypen basiert. Dieses Regelwerk wird die aktuellen Kapitaluntergrenzen für Kreditinstitute ersetzen, die interne Modelle verwenden, welche auf dem Basel I Standard basieren. Der BCBS wird die Kalibrierung der Untergrenze neben der weiteren Arbeit betreffend die Überarbeitung des risikobasierenden Kapitalregelwerks berücksichtigen. Darüber hinaus hat der BCBS eine Überprüfung der Handelsbuch-Kapital-Standards durchgeführt, was zu neuen Mindestkapitalanforderungen für Marktrisiken führt. Der BCBS hatte beabsichtigt, alle Überarbeitungen der Basel III-Rahmenbedingungen gegen oder um das Jahresende 2016 abzuschließen. Am 3.1.2017 gab der Basler Ausschuss jedoch bekannt, dass er die Finalisierung bis "in naher Zukunft" verschoben hat. Während die finale Kalibrierung der vorgeschlagenen neuen Regelwerke durch den BCBS und folglich wie und wann diese in der EU umgesetzt werden, noch weiterhin unsicher sind, hat die Europäische Kommission einen Vorschlag über bestimmte Aspekte der laufenden Reform, wie die überarbeitete Marktrisikorahmenbedingungen, als Teil des Entwurfs des Bankenreformpakets vom 23.11.2016 veröffentlicht. Derzeit können daher keine gesicherten Schlussfolgerungen in Bezug auf die Auswirkungen der möglichen zukünftigen Kapitalanforderungen, und folglich in welcher Weise dies die Kapitalanforderungen der Erste Group beeinträchtigt, gemacht werden.

- *Gesetzgebung zur Sanierung und Abwicklung von Kreditinstituten.*

Die Richtlinie zur Sanierung und Abwicklung von Kreditinstituten ("Richtlinie 2014/59/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen und zur Änderung der Richtlinie 82/891/EWG des Rates, der Richtlinien 2001/24/EG, 2002/47/EG, 2004/25/EG, 2005/56/EG, 2007/36/EG, 2011/35/EU, 2012/30/EU und 2013/36/EU sowie der Verordnungen (EU) Nr. 1093/2010 und (EU) Nr. 648/2012 des Europäischen Parlaments und des Rates") (*Bank Recovery and Resolution Directive* - "BRRD") wurde in Österreich durch das Sanierungs- und Abwicklungsgesetz ("BaSAG") umgesetzt, das am 1.1.2015 in Kraft trat. Die BRRD bzw. das BaSAG schafft ein Rahmenwerk für die Sanierung und Abwicklung von Kreditinstituten und verlangt von den Instituten unter anderem die Ausarbeitung von

"Sanierungsplänen", die bestimmte Regelungen und Maßnahmen zur Wiederherstellung der langfristigen wirtschaftlichen Lebensfähigkeit des Finanzinstituts im Falle einer erheblichen Verschlechterung seiner finanziellen Position enthalten. Darüber hinaus müssen die Institute jederzeit Mindestanforderungen an Eigenmitteln und anrechenbaren Verbindlichkeiten ("**MREL**") erfüllen, die durch die Abwicklungsbehörde im Einzelfall festgelegt werden. Maßnahmen, die im Zuge der BRRD und des BaSAG getroffen werden, können auch negative Auswirkungen auf Schuldtitel haben (wie insbesondere auf AT 1-Instrumente, Tier 2-Instrumente und andere nachrangige Schuldverschreibungen, aber unter bestimmten Umständen auch auf nicht-nachrangige Schuldverschreibungen, wobei nicht ausschließlich die Optionsscheine davon betroffen sein können), da sie es den Abwicklungsbehörden ermöglichen anzuordnen, solche Instrumente abzuschreiben oder in CET 1-Instrumente umzuwandeln (vgl dazu näher den Risikofaktor "*Die Optionsscheine können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Gläubiger einen Teil oder die Gesamtheit ihrer Anlage in die Optionsscheine verlieren können (gesetzliche Verlustbeteiligung).*"). Abgesehen von der Möglichkeit, ein potentiell Zielobjekt vom im SRM geregelten Abwicklungsinstrumenten und anderen Maßnahmen zu sein, kann die Emittentin ein mögliches Zielobjekt nationaler Insolvenzverfahren sein.

- **Der Einheitliche Abwicklungsmechanismus für europäische Banken.**

Der Einheitliche Abwicklungsmechanismus (*Single Resolution Mechanism* - "**SRM**"), der im Januar 2016 operativ gestartet ist, stellt neben dem Einheitlichen Aufsichtsmechanismus (*Single Supervisory Mechanism* – "**SSM**") und dem gemeinsamen Einlagensicherungssystem ein Element der Bankenunion dar. Dieser dient zur Zentralisierung der Schlüsselkompetenzen und -ressourcen, um bei Zusammenbruch eines Kreditinstituts in den teilnehmenden Mitgliedstaaten der Bankenunion einzugreifen. Unter dem SRM ist das Einheitliche Abwicklungsgremium (*Single Resolution Board* – "**SRB**") insbesondere für das Erlassen von Abwicklungsbescheiden in enger Zusammenarbeit mit der EZB, der Europäischen Kommission und den nationalen Abwicklungsbehörden im Fall des Zusammenbruchs (oder des möglichen Zusammenbruchs) eines bedeutenden Unternehmens, das der direkten Aufsicht der EZB unterliegt, wie die Emittentin, verantwortlich (vgl dazu auch den Risikofaktor "*Die Optionsscheine können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Gläubiger einen Teil oder die Gesamtheit ihrer Anlage in die Optionsscheine verlieren können (gesetzliche Verlustbeteiligung).*"). Der SRM ergänzt den SSM und hat das Ziel zu gewährleisten, dass falls ein Kreditinstitut, das dem SSM unterliegt, ernste Schwierigkeiten hat, dessen Abwicklung effizient mit minimalen Kosten für die Steuerzahler und die Realwirtschaft bewältigt werden kann.

Grundlage des SRM sind zwei Rechtsinstrumente: (i) die "Verordnung (EU) Nr. 806/2014 des Europäischen Parlaments und des Rates vom 15. Juli 2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines Einheitlichen Abwicklungsfonds sowie zur Änderung der Verordnung (EU) Nr. 1093/2010" (*Single Resolution Mechanism Regulation* – "**SRM Verordnung**"), die die wichtigsten Aspekte des Mechanismus regelt und weitgehend die Regelungen der BRRD über die Sanierung und Abwicklung von Kreditinstituten wiedergibt; und (ii) eine zwischenstaatliche Vereinbarung über bestimmte spezifische Aspekte des Einheitlichen Abwicklungsfonds (*Single Resolution Fund* – "**SRF**").

Der SRF setzt sich aus Beiträgen der Kreditinstitute und bestimmten Wertpapierfirmen in den teilnehmenden Mitgliedstaaten zusammen. Der SRF wird schrittweise innerhalb eines Zeitraums von acht Jahren (2016 – 2023) aufgebaut und soll die Zielausstattung von mind. 1% der gedeckten Einlagen aller Kreditinstitute der Bankenunion zum 31.12.2023 erreichen.

- **MREL.**

Zur Gewährleistung der Wirksamkeit des bail-in und anderer durch die BRRD eingeführter Abwicklungsinstrumente setzt die BRRD mit Wirkung vom 1.1.2016 voraus, dass alle Institute eine individuelle MREL Anforderung erreichen müssen, die aktuell als Prozentsatz der gesamten Verbindlichkeiten und den Eigenmitteln berechnet und von der maßgeblichen Abwicklungsbehörde festgesetzt wurde. In diesem Zusammenhang veröffentlichte die Europäische Kommission eine die BRRD ergänzende Delegierte Verordnung, die die Kriterien

zur Festlegung von MREL präzisiert ("**MREL Delegierte Verordnung**"). Die MREL Delegierte Verordnung schreibt jeder Abwicklungsbehörde vor, eine eigene Festsetzung der geeigneten MREL Anforderung für jede Gruppe oder jedes Institut innerhalb ihrer Jurisdiktion durchzuführen, welche von der Abwicklungsfähigkeit der Institution, dem Risikoprofil, der Systemrelevanz und von anderen Charakteristika der Institute abhängig ist. Zum Datum des Prospekts wurde für die Erste Group noch kein MREL festgelegt.

Am 9.11.2015 veröffentlichte der Finanzstabilitätsrat (*Financial Stability Board* - "**FSB**") sein finales "Principles and Term Sheet", das einen internationalen Standard zur Erhöhung der Verlustaufnahmekapazität von global systemrelevanten Banken ("**G-SIBs**") enthält. In der jüngsten Liste der G-SIBs, die vom FSB und dem BCBS am 21.11.2016 aktualisiert wurden, ist die Erste Group nicht enthalten und würde daher derzeit nicht dem Standard der Verlustabsorptionfähigkeit (*Total Loss Absorbing Capacity* - "**TLAC**") als solches unterliegen. Die gegenwärtige Arbeit auf EU-Ebene, die TLAC-Umsetzung mit dem bestehenden MREL-Rahmen abzustimmen, kann sich jedoch auf die Erste Group auswirken.

Die Europäische Kommission hat sich verpflichtet, die bestehenden MREL-Regeln auf volle Übereinstimmung mit dem TLAC-Standard zu überprüfen, indem sie die Ergebnisse eines Berichts berücksichtigt, den die EBA der Europäischen Kommission gemäß Artikel 45(19) BRRD verpflichtend zur Verfügung stellen musste. Am 19.7.2016 veröffentlichte die EBA einen Zwischenberichts über die Umsetzung und Gestaltung der MREL-Rahmenbedingungen, in der sie ihre vorläufige Ansicht darlegt, bei der bevorzugten Option die Referenzbasis von MREL auf RWA zu wechseln (ergänzt durch eine Sicherheitsanforderung zu einer Leverage Ratio Risikoposition). Der endgültige Bericht (der diese Ansicht bestätigt) wurde am 14.12.2016 veröffentlicht.

Am 23.11.2016 veröffentlichte die Europäische Kommission einen Vorschlag für eine Europäische Richtlinie zur Änderung der BRRD und einen Vorschlag für eine Europäische Verordnung zur Änderung der SRM-Verordnung. Das Hauptziel dieser Vorschläge ist den TLAC-Standard umzusetzen und die TLAC-Anforderung in die allgemeinen MREL-Regeln zu integrieren, wodurch Doppelgleisigkeiten durch die Anwendung von zwei parallelen Anforderungen vermieden wird. Obwohl TLAC und MREL das gleiche aufsichtsrechtliche Ziel verfolgen, gibt es einige Unterschiede in der Art, wie sie aufgebaut sind. Die Europäische Kommission schlägt vor, den TLAC-Standard in die bestehenden MREL-Regeln zu integrieren und sicherzustellen, dass beide Anforderungen mit weitgehend ähnlichen Instrumenten erfüllt werden, mit Ausnahme der Nachrangigkeitsanforderung, die für die Zwecke von MREL institutsspezifisch und von der Abwicklungsbehörde bestimmt wird.

Die Vorschläge der Europäischen Kommission erfordern die Einführung von begrenzten Adaptierungen der bestehenden MREL-Regeln, die die technische Konsistenz mit der Struktur aller Anforderungen für global systemrelevante Institutionen (*global systemically important Institutions* - "**G-SIIs**") gewährleisten. Insbesondere sind technische Änderungen der bestehenden Regeln für MREL erforderlich, um sie an den TLAC-Standard anzupassen, unter anderem in Bezug auf den Nenner, der zur Messung der Verlustabsorptionskapazität verwendet wird, die Interaktion mit Kapitalpufferanforderungen, die Offenlegung von Risiken gegenüber Investoren und deren Anwendung bezüglich unterschiedlicher Abwicklungsstrategien.

Am 14.12.2016 veröffentlichte die EBA ihren finalen Bericht zu MREL (EBA-Op-2016-21). Dieser Bericht beziffert die aktuelle MREL Säule und schätzt den Finanzierungsbedarf der Kreditinstitute der Europäischen Union unter diversen Szenarien, bemisst die möglichen makroökonomischen Kosten und Nutzen der Einführung von MREL in der Europäischen Union und empfiehlt einige Änderungen zur Stärkung des MREL Rahmenwerks und zur Integration der internationalen Standards zu TLAC in den MREL der Europäischen Kommission. Der Bericht richtet sich an die Europäische Kommission, die ihr Bankenreformpaket am 23.11.2016 veröffentlicht hat. Das Europäische Parlament und der Rat werden in den kommenden Monaten über dieses Paket beraten und der Bericht wird einige technische Aspekte beleuchten, die weiterhin in Diskussion stehen.

Während das allgemeine Ziel dieser Vorschläge nun gut verstanden wird, ist es noch zu früh, um die genauen Änderungen, die eingeführt werden, den Zeitpunkt ihrer Einführung und damit die genaue Auswirkung auf die Emittentin zu bestätigen.

Es ist möglich, dass die Emittentin zusätzliche berücksichtigungsfähigen Verbindlichkeiten nach MREL (einschließlich, möglicherweise, weiterer Tier 2 Instrumente, anderer nachrangiger

Schuldtitle und/oder bestimmter anderer Arten von Schuldtitlen, die im Rang vor nachrangigen Schuldverschreibungen stehen) begeben muss, um die zusätzlichen Anforderungen zu erreichen (siehe auch den Risikofaktor "*Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.*").

- *EU Bankenreformpaket der Europäischen Kommission.*

Am 23.11.2016 veröffentlichte die Europäische Kommission Konsultationsentwürfe zur Überarbeitung des CRD IV und der CRR sowie der BRRD und der SRM Verordnung. Die Vorschläge bauen auf bestehenden EU Bankenregelungen auf und zielen auf die Vervollständigung der aufsichtsrechtlichen Agenda der Europäischen Kommission nach der Krise ab. Die Konsultationsentwürfe, die dem Europäischen Parlament und dem Rat zur Prüfung und Annahme übermittelt wurden, enthalten unter anderem die folgenden zentralen Elemente: (i) risikosensiblere Kapitalanforderungen, insbesondere im Hinblick auf Marktrisiko, Gegenparteiausfallrisiko und Risikopositionen gegenüber zentralen Gegenparteien; (ii) eine verbindliche Verschuldungsquote zur Vermeidung einer übermäßigen Verschuldung der Institute; (iii) eine verbindliche strukturelle Liquiditätsquote zur Überwindung der übermäßigen Abhängigkeit von kurzfristigen Refinanzierungen am Interbankenmarkt und zur Senkung langfristiger Finanzierungsrisiken; und (iv) die TLAC Anforderungen an G-SIIs, die in die für alle Kreditinstitute geltende MREL Logik eingebunden wird. Es wird auch eine Harmonisierung des im nationalen Insolvenzrecht festgelegten Rangs unbesicherter Schuldtitle vorgeschlagen, um den Kreditinstituten die Ausgabe solcher verlustabsorbierender Schuldtitle einfacher zu machen.

Derzeit können keine gesicherten Schlussfolgerungen in Bezug auf die Auswirkungen der möglichen zukünftigen Kapitalanforderungen, und folglich in welcher Weise dies die Kapitalanforderungen der Erste Group beeinträchtigt, gemacht werden.

- *EU-weiter Stresstest der Europäischen Bankenaufsichtsbehörde.*

Eine der Aufgaben der EBA ist es, die ordnungsgemäße Funktionsweise und Integrität der Finanzmärkte sowie die Stabilität des Finanzsystems in der EU zu gewährleisten. Zu diesem Zweck ist die EBA beauftragt die Marktentwicklungen zu überwachen und einzuschätzen sowie Trends, potentiellen Risiken und Schwachstellen, die von mikro-prudenzieller Ebene stammen, zu identifizieren. Eines der ersten Aufsichtsinstrumente, um eine solche Analyse durchzuführen, ist der EU-weite Stresstest: Diese regelmäßigen EU-weiten Stresstests, die auch die Erste Group umfassen, werden von unten nach oben (*bottom-up fashion*) durchgeführt, wobei einheitliche Methoden, Szenarien und zentrale Annahmen verwendet werden, die von der EBA in Kooperation mit dem Europäischen Ausschuss für Systemrisiken ("**ESRB**"), der EZB und der EU Kommission entwickelt wurden. Die EBA kündigte ihren Plan an, ihren nächsten EU-weiten Stresstest im Jahr 2018 durchzuführen, was mit ihren früheren Entscheidungen zur Anvisierung von Zweijahresübungen übereinstimmt; der nächste Stresstest soll auch die Bewertung der Auswirkungen von IFRS 9, das am 1.1.2018 umgesetzt wird, umfassen; daher wird die neue Methode überarbeitet, um die Umsetzung von IFRS 9 sowohl in den Ausgangspunkten als auch in den Hochrechnungen zu berücksichtigen.

Die Anwendung des negativen Szenarios, das einen Zeitraum von drei Jahren (2016-2018) umfasste, resultierte für die Erste Group in einer stufenweise eingeführten harten Kernkapitalquote von 8,2% (zum Jahresende 2018) im Gegensatz zu einem Ausgangspunkt von 12,3% Ende 2015.

Strukturelle Reform des europäischen Bankensektors.

Am 19.6.2015 hat der Europäische Rat seinen Verhandlungsstandpunkt zu strukturellen Maßnahmen zur Verbesserung der Belastbarkeit der EU-Kreditinstitute festgelegt. Der Vorschlag zielte auf die weitere Stärkung der Stabilität zum Schutz des Einlagengeschäfts der größten und komplexesten EU Kreditinstitute vor dem möglichen Hochrisikogeschäft ab (siehe den Risikofaktor "*Zukünftig könnte die Emittentin verpflichtet sein, den Eigenhandel einzustellen und/oder bestimmte Handelsaktivitäten von ihrem Kerngeschäft abzutrennen.*"). Derzeit ist es unklar, ob die Emittentin auch unter diese Regelung fallen könnte, falls der Vorschlag irgendwann umgesetzt wird.

- *MiFID II und MiFIR.*

Die derzeitigen europäischen aufsichtsrechtlichen Rahmenbedingungen für Wertpapierdienstleistungen und regulierte Märkte, die durch die Richtlinie 2004/39/EG festgelegt wurden, werden durch die Richtlinie 2014/65/EU des Europäischen Parlaments und des Rates vom 15. Mai 2014 über Märkte für Finanzinstrumente sowie zur Änderung der Richtlinien 2002/92/EG und 2011/61/EU (*Markets in Financial Instruments Directive II* - "MiFID II") und die Verordnung (EU) Nr. 600/2014 des Europäischen Parlaments und des Rates vom 15. Mai 2014 über Märkte für Finanzinstrumente und zur Änderung der Verordnung (EU) Nr. 648/2012 (*Markets in Financial Instruments Regulation* - "MiFIR") aktualisiert. Aufgrund einer Verschiebung wird der (neue) Termin für die Anwendung der 3.1.2018 sein und die Umsetzung der MiFID II in nationales Recht wird bis 3.7.2017 erforderlich sein. Da MiFID II und MiFIR aufsichtsrechtliche Änderungen betreffend Derivate, andere Finanzinstrumente und verbundene Verfahren bewirken werden, wird es erhöhte Kosten und/oder erhöhte aufsichtsrechtliche Anforderungen geben. Am 7.6.2017 wurde die entsprechende Regierungsvorlage für das Wertpapieraufsichtsgesetz 2018 (WAG 2018) zur Umsetzung der MiFID II in Österreich veröffentlicht. Da diese Änderungen derzeit noch in der Umsetzung sind, müssen die vollen Auswirkungen von MiFID II und MiFIR noch geklärt werden.

- *Strengere und geänderte Rechnungslegungsstandards.*

Potenzielle Änderungen der Rechnungslegungsstandards sowie strengere oder weitergehende Anforderungen, Vermögenswerte zum Fair Value zu erfassen, könnten sich auf den Kapitalbedarf der Erste Group auswirken. Erste Group erwartet, dass die potenziellen Änderungen der Rechnungslegungsstandards aufgrund von IFRS 9 (voraussichtlich nicht früher als am 1.1.2018 in Kraft treten) eine wesentliche Auswirkung auf die Bilanzposten und die Bewertungsmethoden für Finanzinstrumente haben werden. Daher hat die Erste Group im Bereich der Klassifizierung und Bewertung das Risiko festgestellt, dass Teile ihres Kreditportfolios aufgrund der vertraglichen Kapitalflusscharakteristiken erfolgswirksam zum Fair Value neu bewertet werden müssen. Andererseits könnten einige Schuldtitel, die derzeit zum Fair Value im sonstigen Gesamtergebnis bewertet wurden, aufgrund des auf sie angewandten "Halten um vertraglich vereinbarte Kapitalflüsse zu vereinnahmen" Geschäftsmodells zu Amortisationskosten bewertet werden. Im Bereich der Wertminderungsverluste werden für eine begrenzte Anzahl an nicht ausgefallenen Forderungen Zuschreibungen erwartet, die wesentlich ansteigen werden.

In Zukunft können zusätzliche, strengere und/oder neue aufsichtsrechtliche Anforderungen verabschiedet werden und das bestehende aufsichtsrechtliche Umfeld in vielen Märkten, in denen die Erste Group tätig ist, verändert sich weiterhin. Der Inhalt und Umfang solcher (neuen oder geänderten) Gesetze und Vorschriften sowie der Art und Weise, in der sie verabschiedet, durchgesetzt oder interpretiert werden, können die Refinanzierungskosten der Erste Group erhöhen und könnten nachteilige Auswirkungen auf die Geschäftstätigkeiten, die Finanz-, die Ertragslage und Zukunftsaussichten der Erste Group haben.

Neben der Einhaltung der Mindesteigenmittelanforderungen auf konsolidierter Ebene der Erste Group, unterliegt die Emittentin auch den Mindesteigenmittelanforderungen auf Einzelinstitutsebene. Darüber hinaus sind die Mitglieder der Erste Group, die der lokalen Aufsicht im jeweiligen Sitzstaat unterliegen, auch zur Einhaltung lokaler Eigenmittelanforderungen auf Einzelinstitutsebene und (sub-)konsolidierter Ebene verpflichtet. Es ist daher möglich, dass einzelne Gesellschaften innerhalb der Erste Group oder Untergruppen zusätzliche Eigenmittelanforderungen erfüllen müssen, obwohl die Erste Group die Eigenkapitalanforderungen auf konsolidierter Basis erfüllt.

Gesetzliche und/oder aufsichtsrechtliche Änderungen der aktuellen Definition von Eigenmitteln könnten zur Minderung des anrechenbaren Kapitals der Erste Group und/oder zur Minderung der RWA der Emittentin als auch der Erste Group auf Einzelinstitutsebene und/oder konsolidierter Ebene führen. Es kann nicht garantiert werden, dass im Falle einer Änderung der geltenden Vorschriften, angemessene Übergangsregeln oder -fristen zur Anwendung kommen, die es der Erste Group erlauben, ausgebuchte Eigenmittelinstrumente rechtzeitig oder zu günstigen Konditionen zurückzuzahlen oder zu ersetzen. Die Erste Group könnte unter Umständen in Zukunft zusätzliches Kapital benötigen, um alle anwendbaren zusätzlichen Kapitalanforderungen zu erfüllen. Solches Kapital, sei es in Form von Stammkapital oder anderen Kapitalinstrumenten, die als Eigenmittel anerkannt werden, kann möglicherweise nicht bzw. nicht zu attraktiven Konditionen zur Verfügung stehen.

Ferner können solche aufsichtsrechtlichen Entwicklungen die Erste Group zusätzlichen Kosten und Verbindlichkeiten aussetzen und verlangen, dass sie die Durchführung ihres Geschäfts ändert oder sonst wie einen negativen Einfluss auf das Geschäft, die Produkte und Dienstleistungen, die sie anbietet, und auf den Wert ihres Vermögens haben. Es ist ungewiss, ob die Erste Group in der Lage ist, ihr anrechenbares Kapital (oder folglich ihre Kapitalquoten) ausreichend oder rechtzeitig zu erhöhen. Wenn die Erste Group nicht in der Lage ist, ihre Kapitalquoten ausreichend zu erhöhen und/oder die (anderen) aufsichtsrechtlichen Anforderungen einzuhalten, kann es zu Herabstufungen ihrer Kreditratings und einer Erhöhung ihrer Refinanzierungskosten kommen und/oder die zuständigen Behörden können Geldstrafen, Strafmaßnahmen oder andere aufsichtsrechtliche Maßnahmen auferlegen. Der Eintritt all dieser Folgen kann erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und die Ertragslage der Erste Group haben.

Die Emittentin unterliegt dem Risiko von Änderungen steuerlicher Rahmenbedingungen, insbesondere betreffend die Stabilitätsabgabe und die Einführung einer Finanztransaktionssteuer.

Die zukünftige Entwicklung der Vermögens-, Finanz- und Ertragslage der Emittentin ist ua von den steuerlichen Rahmenbedingungen abhängig. Jede zukünftige Änderung der Gesetzeslage, der Rechtsprechung oder der Verwaltungspraxis der Steuerbehörden kann die Vermögens-, Finanz- und Ertragslage der Emittentin nachteilig beeinflussen.

Die Emittentin unterliegt der Stabilitätsabgabe nach dem Stabilitätsabgabegesetz. Steuerbemessungsgrundlage ist die durchschnittliche unkonsolidierte Bilanzsumme. Diese wird unter anderem vermindert um gedeckte Einlagen, gezeichnetes Kapital und Rücklagen, bestimmte Verpflichtungen gegenüber sich in Abwicklung oder Restrukturierung befindlichen Kreditinstituten, bestimmte Verbindlichkeiten, für die die Republik Österreich Haftungen übernommen hat sowie Verbindlichkeiten auf Grund bestimmter Treuhandgeschäfte. Der Steuersatz beträgt 0,024% für jenen Teil der Steuerbemessungsgrundlage, der EUR 300 Mio überschreitet und EUR 20 Mrd nicht überschreitet, und 0,029% für jenen Teil, der EUR 20 Mrd überschreitet. Die Stabilitätsabgabe darf jedoch weder die gesetzlich definierten Zumutbarkeits- und Belastungsobergrenze überschreiten, noch einen Mindestbeitrag unterschreiten. Zusätzlich fällt eine Sonderzahlung in Höhe von 0.211 % für jenen Teil der Steuerbemessungsgrundlage, der EUR 300 Mio überschreitet, aber EUR 20 Mrd nicht überschreitet, und 0.258 % für jenen Teil, der EUR 20 Mrd überschreitet, an, die grundsätzlich in vier Teilzahlungen im jeweils ersten Quartal der Kalenderjahre 2017 bis 2020 zu entrichten ist.

Gemäß dem Vorschlag der Europäischen Kommission für eine "Richtlinie des Rates über die Umsetzung einer Verstärkten Zusammenarbeit im Bereich der Finanztransaktionssteuer" sollen elf EU-Mitgliedstaaten, nämlich Österreich, Belgien, Estland, Frankreich, Deutschland, Griechenland, Italien, Portugal, die Slowakische Republik, Slowenien und Spanien ("**Teilnehmende Mitgliedstaaten**") eine Finanztransaktionssteuer ("**FTS**") auf bestimmte Finanztransaktionen einheben, sofern zumindest eine an der Transaktion beteiligte Partei im Hoheitsgebiet eines Teilnehmenden Mitgliedstaates ansässig ist und ein im Hoheitsgebiet eines Teilnehmenden Mitgliedstaates ansässiges Finanzinstitut eine Transaktionspartei ist, die entweder für eigene oder fremde Rechnung oder im Namen einer Transaktionspartei handelt (Ansässigkeitsprinzip). Zusätzlich enthält der Vorschlag Regelungen, wonach ein Finanzinstitut beziehungsweise eine Person, die kein Finanzinstitut ist, dann als in einem Teilnehmenden Mitgliedstaat ansässig gelten, wenn sie Parteien einer Finanztransaktion über bestimmte Finanzinstrumente sind, die im Hoheitsgebiet dieses Teilnehmenden Mitgliedstaates ausgegeben werden (Ausgabeprinzip). Gemäß einer Veröffentlichung des Rates der Europäischen Union vom 8.12.2015 sollen anfänglich Aktien und Derivate besteuert werden. Alle Teilnehmenden Mitgliedstaaten mit Ausnahme von Estland sind zu den Kernpunkten der Steuerbemessungsgrundlage, jedoch nicht zu den jeweiligen Steuersätzen übereingekommen. Es ist ungewiss, ob überhaupt eine FTS eingeführt werden wird. Die von der Europäischen Kommission vorgeschlagene FTS hat einen sehr weiten Anwendungsbereich und könnte, falls eingeführt, unter bestimmten Umständen auf gewisse Transaktionen von Optionsscheinen (einschließlich Sekundärmarkttransaktionen) anwendbar sein. Sollte eine FTS eingeführt werden, besteht aufgrund höherer Kosten für die Investoren das Risiko, dass die FTS zu weniger Transaktionen führen könnte und dadurch die Erträge der Emittentin negativ beeinflussen könnte. Künftigen Inhabern der Optionsscheine wird geraten, professionelle Beratung hinsichtlich der FTS einzuholen.

Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.

Unter dem SRM muss jedes Institut sicherstellen, dass es jederzeit (auf Einzelinstituts- und, im Fall von EU-Mutterunternehmen (wie der Erste Group), auch auf konsolidierter Ebene) MREL erfüllt. Diese Mindestanforderungen sind aktuell von der Abwicklungsbehörde festzusetzen und aus dem Betrag der Eigenmittel und der berücksichtigungsfähigen Verbindlichkeiten - ausgedrückt als Prozentanteil der gesamten Verbindlichkeiten und Eigenmittel des Instituts - zu berechnen. Der Umfang, die Berechnung und die Zusammensetzung der MREL werden derzeit geprüft (siehe auch den Risikofaktor "*Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.*"). Es besteht das Risiko, dass die Emittentin möglicherweise nicht in der Lage ist, diese Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen, was zu höheren Refinanzierungskosten, zu aufsichtsrechtlichen Maßnahmen und, sofern gegenüber der Emittentin Abwicklungsmaßnahmen verhängt werden, zu erheblichen Auswirkungen auf deren Geschäftstätigkeiten, zu Verlusten bei ihren Gläubigern (einschließlich der Anleihegläubiger) führen und erhebliche nachteilige Auswirkungen auf die Fähigkeit der Emittentin zur Bedienung der Zahlungsverpflichtungen im Zusammenhang mit den Optionsscheinen haben.

Die Emittentin ist verpflichtet, Beiträge an den Einheitlichen Abwicklungsfonds und an ex ante finanzierte Fonds der Einlagensicherungssysteme abzuführen; dies führt zu zusätzlichen finanziellen Belastungen der Emittentin und wirkt sich somit nachteilig auf die Finanzposition der Emittentin und auf ihre Vermögens-, Finanz- und Ertragslage aus.

Der SRM sieht den Einheitlichen Abwicklungsfonds (*Single Resolution Fund - SRF*) vor, an den Kreditinstitute und bestimmte Wertpapierfirmen in den teilnehmenden Mitgliedstaaten Beiträge abführen müssen.

Außerdem sind in der Richtlinie 2014/49/EU des Europäischen Parlaments und des Rates vom 16. April 2014 über Einlagensicherungssysteme (*Directive on Deposit Guarantee Schemes – "DGSD"*) Finanzierungsanforderungen für die Einlagensicherungssysteme (*Deposit Guarantee Schemes - DGS*) vorgesehen. Grundsätzlich beträgt die Zielgröße der ex ante finanzierten Fonds der Einlagensicherungssysteme 0,8% der gedeckten Einlagen, die von den Kreditinstituten bis zum 3.7.2024 eingezogen werden. Gemäß dem Einlagensicherungs- und Anlegerentschädigungsgesetz (ESAEG), das die DGSD in Österreich umsetzt, ist der Einlagensicherungsfonds daher bis 3.7.2024 aufzubauen.

In der Vergangenheit erforderten die verpflichtenden Einlagensicherungssysteme in Österreich keine ex ante zu leistenden Beiträge, sondern sie haben die Mitglieder der Einlagensicherungssysteme nur zu ex post zu leistenden Beiträgen verpflichtet, nachdem die Einlage eines Mitglieds nicht mehr gedeckt war (schützendes Ereignis). Daher führt die Umsetzung der DGSD in österreichisches Recht, die ex ante Beiträge vorsieht, zu zusätzlichen finanziellen Belastungen für die Emittentin.

Neben diesen ex ante Beiträgen, müssen die Kreditinstitute gegebenenfalls bestimmte zusätzliche (ex post) zu leistende Beiträge in einem bestimmten Ausmaß leisten.

Die Errichtung des SRF sowie die ex ante zu leistenden Beiträge der Einlagensicherungssysteme führen zu zusätzlichen finanziellen Belastungen für die Emittentin und haben daher negative Auswirkungen auf die finanzielle Position der Emittentin und ihre Vermögens-, Finanz- und Ertragslage.

Zukünftig könnte die Emittentin verpflichtet sein, den Eigenhandel einzustellen und/oder bestimmte Handelsaktivitäten von ihrem Kerngeschäft abzutrennen.

Der Europäische Rat hat seinen Verhandlungsstandpunkt zu neuen Regelungen für eine strukturelle Reform der europäischen Kreditinstitute festgelegt. Die vorgeschlagene EU-Verordnung würde nur auf Kreditinstitute Anwendung finden, die entweder globale Systemrelevanz haben oder bestimmte Schwellenwerte hinsichtlich der Handelsaktivitäten oder der absoluten Größe der Kreditinstitute und Gruppen übertreffen. Der Verordnungsentwurf beabsichtigt die Reduzierung exzessiver Risikobereitschaft und die Verhinderung von schnellem Anwachsen der Bilanz aufgrund der Handelsaktivitäten, legt den Schutz für Institute, die Tätigkeiten ausführen, die ein öffentliches Sicherheitsnetz für angefallene Verluste aufgrund anderer Tätigkeiten brauchen, und die

verpflichtende Teilung des Eigenhandels und damit verbundenen Handelsaktivitäten fest und schafft Rahmenbedingungen für die zuständigen Behörden, um Maßnahmen zur Reduzierung exzessiver Risikobereitschaft ergreifen zu können. Handelsaktivitäten mit Ausnahme des Eigenhandels würden einer Risikoprüfung unterliegen. Falls eine zuständige Behörde befindet, dass exzessives Risiko besteht, könnte sie verlangen, dass Handelsaktivitäten vom Kernkreditinstitut getrennt, die Eigenmittelanforderungen des Kernkreditinstituts erhöht oder andere Aufsichtsmaßnahmen auferlegt werden. Die Handelsunternehmen dürften keine für die Einlagenversicherung geeigneten Privatkundeneinlagen annehmen.

Um den bestehenden nationalen Regimen entgegen zu kommen, sieht der Text des Europäischen Rats zwei Möglichkeiten für die Adressierung exzessiven Risikos von Handelsaktivitäten vor: Dies könnte einerseits durch nationale Gesetzgebung, die vorsieht, dass die Kernprivatkundenaktivitäten isoliert sind, oder durch Maßnahmen, die die zuständigen Behörden gemäß der Verordnung auferlegen, erfolgen.

Derzeit ist es unklar, ob die Emittentin auch unter diese Regelung, falls der Vorschlag irgendwann umgesetzt wird, fallen könnte. Sollte die Emittentin diesen neuen Regelungen, sobald sie umgesetzt sind, unterliegen, könnte dies mögliche implizite Subventionen und Gewinne aus Handelsaktivitäten reduzieren, möglicherweise zu höheren Refinanzierungskosten für diese Handelsaktivitäten führen und auch betriebliche Kosten in Bezug auf die Abtrennung einiger Handelsaktivitäten in einen speziellen Rechtsträger verursachen und daher erhebliche negative Auswirkungen auf die finanzielle Position der Emittentin und auf die Vermögens-, die Finanz- und Ertragslage der Emittentin haben.

Trotz Risikomanagement-Strategien, -Techniken und internen Kontrollverfahren kann die Erste Group unbekanntem und unerwarteten Risiken ausgesetzt sein.

Die innerhalb der Erste Group verwendeten Risikomanagementtechniken und -strategien waren nicht und können auch in Zukunft nicht bei der Linderung der Risikobelastung der Erste Group in jedem wirtschaftlichen Marktumfeld oder gegen alle Arten von Risiken, einschließlich des Risikos, dass es misslingt, Risiken zu identifizieren oder vorherzusehen, voll wirksam sein. Darüber hinaus haben aufsichtsrechtliche Prüfungen oder sonstige regelmäßige Überprüfungen der Risikomanagementverfahren und -methoden in der Vergangenheit Schwächen oder Mängel in den Risikomanagementsystemen der Erste Group aufgedeckt und dies kann auch in Zukunft passieren. Einige quantitative Kenngrößen und Messinstrumente für das Bewältigen von Risiken der Erste Group basieren auf dem Einsatz von beobachtetem historischem Marktverhalten. Die Erste Group wendet eine Vielzahl statistischer und anderer Instrumente für diese Beobachtungen an, um Risikopositionen quantifizieren zu können. Während der weltweiten Finanzkrise erfuhren die Finanzmärkte unerwartete Volatilitätsniveaus (rasche Änderungen von Preisentwicklungen) und die Verteilung von in der Vergangenheit beobachteten Korrelationen zwischen Anlageklassen war mit extrem begrenzter Liquidität gekoppelt. In diesem volatilen Marktumfeld haben die Risikomanagement-Tools und Messverfahren bei der Vorhersage bestimmter Verluste der Erste Group versagt und es kann auch für die Zukunft nicht ausgeschlossen werden, dass unter ähnlichen Bedingungen und Marktstörungen wichtige Risikopotentiale nicht identifiziert werden können. Weiters berücksichtigen die von der Erste Group verwendeten quantitativen Modelle nicht unbedingt alle Risiken und treffen eine Vielzahl von Annahmen das Gesamtumfeld betreffend und/oder die implizite Berücksichtigung von Risiken in den Quantifizierungsansätzen, die zutreffen können oder nicht. Folglich könnte es aufgrund von Faktoren, die in den statistischen Modellen der Erste Group entweder nicht berücksichtigt oder nicht richtig bewertet wurden, zu Risikobelastungen kommen.

Dies hat und könnte weiterhin aufgrund der jüngsten Finanzkrise die Fähigkeit der Erste Group, Risiken zu managen. Wenn Umstände eintreten, die die Erste Group nicht identifizieren, vorhersehen oder in der Entwicklung ihrer statistischen Modellen richtig einschätzen kann, könnten die Verluste größer sein als die von Risikomanagementsystem vorgesehenen maximalen Verluste. Darüber hinaus berücksichtigen die Quantifizierungen nicht alle Risiken oder Marktbedingungen. Wenn die Maßnahmen, die zur Bewertung und Minderung von Risiken verwendet werden, unzureichend sind, kann die Erste Group wesentliche, unerwartete Verluste erfahren, die erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeiten, Finanz- und Ertragslage haben könnten.

Das Geschäft der Erste Group unterliegt operativen Risiken.

Die Erste Group unterliegt einem operativen Risiko, was die Gefahr von Verlusten infolge der Unzulänglichkeit oder des Versagens interner Verfahren, Menschen und Systeme sowie externer Ereignisse, einschließlich insbesondere Rechts-, aufsichtsrechtlichen, Compliance- und Outsourcing-Risiken, bedeutet. Die Erste Group ist unter anderem anfällig für Betrug durch Mitarbeiter oder

Außenstehende, einschließlich unerlaubter Transaktionen und Bedienungsfehler, Schreibfehler oder fehlerhafter Aufzeichnungen, die durch fehlerhafte Computer- oder Telekommunikationssysteme entstehen. Angesichts des hohen Volumens von Transaktionen der Erste Group, können Betrug oder Fehler sich wiederholen oder verschlimmert werden, bevor sie entdeckt und behoben werden. Folglich könnte jede Unzulänglichkeit bei internen Prozessen oder Systemen der Erste Group zur Erkennung oder Eingrenzung solcher Risiken zu unbefugten Transaktionen und Fehlern führen, die wesentliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz-, die Ertragslage und die Zukunftsaussichten der Erste Group haben könnten. Bei der Erste Group können von Zeit zu Zeit auch Dienstunterbrechungen aufgrund von Fehlern von Dienstleistungsdrittanbietern und Naturkatastrophen, die außerhalb der Kontrolle der Erste Group Bank liegen, entstehen. Dies kann zu Unterbrechungen bei den Dienstleistungen der Mitglieder der Erste Group führen und sich auf das Kundenservice auswirken.

Ein Ausfall, eine Unterbrechung oder eine Verletzung von Sicherheitsbestimmungen von Informationssystemen der Erste Group, sowie jegliche Nicht-Aktualisierung dieser Systeme, kann Geschäfts- und andere Verluste zur Folge haben.

Die Erste Group ist maßgeblich von Informationssystemen abhängig, um ihre Geschäfte zu führen. Ein Ausfall, eine Unterbrechung oder eine Sicherheitsverletzung bei diesen Systemen kann zu Ausfällen oder Unterbrechungen ihres Risikomanagements, ihres Hauptbuches, ihres Depotgeschäftes oder ihres Kreditbereitstellungssystems führen. Falls die Informationssysteme einschließlich ihrer Sicherungssysteme auch nur für eine kurze Dauer ausfallen würden oder sich ihre Notfallpläne zur Fortführung der Geschäfte für den Ernstfall als unwirksam herausstellen, könnte die Erste Group einige der Bedürfnisse der Kunden nicht zeitnah befriedigen und dadurch einen Teil des Geschäfts verlieren.

Gleichermaßen könnten durch eine vorübergehende Abschaltung des Informationssystems der Erste Group Kosten für die Wiederbeschaffung und Überprüfung der Informationen entstehen. Es kann nicht garantiert werden, dass solche Ausfälle oder Unterbrechungen nicht vorkommen werden oder dass die Erste Group diesen Ausfällen oder Unterbrechungen in angemessener Weise begegnen kann. Dementsprechend kann das Auftreten solcher Ausfälle oder Unterbrechungen erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz-, die Ertragslage und die Zukunftsaussichten der Erste Group haben.

Weiters kann nicht garantiert werden, dass die Einführung und Implementierung neuer Systeme und Verfahren die gewünschten Vorteile für das Geschäft der Erste Group bringen und es dabei nicht zu Fehlern oder Betriebsunterbrechungen kommt, die wesentlich nachteilige Auswirkungen auf das Geschäft, die Finanzlage, die Betriebsergebnisse und die Zukunftsaussichten der Erste Group haben könnten. Die Erste Group hat bestimmte IT Dienst- und Betriebsleistungen in beschränktem Ausmaß an externe Dienstleister ausgelagert und könnte diese Auslagerung in Zukunft ausweiten, um ihre Kostenstruktur zu optimieren und ihre Flexibilität zu erhöhen. Nicht zufriedenstellende Qualität der Dienstleistungen externer Dienstleister könnte die Risiken in Zusammenhang mit Fehlern oder Unterbrechungen von IT Systemen drastisch erhöhen und zu weiteren Betriebsproblemen und Reputationsverlusten führen.

Die Erste Group könnte Schwierigkeiten haben, qualifizierte Mitarbeiter anzuwerben oder zu binden.

Die Aktivitäten der Erste Group und ihre Fähigkeit, in neue Märkte einzusteigen, hängen von ihrer Fähigkeit ab, bestehende Mitarbeiter zu binden und weitere Personen, die über die notwendigen Qualifikationen und das notwendige Erfahrungsniveau im Bankwesen verfügen, zu finden und anzuwerben. In vielen Märkten Zentral- und Osteuropas, in denen die Erste Group tätig ist, ist der Pool an Personen mit der erforderlichen Zusammensetzung der Fähigkeiten kleiner als in den meisten westeuropäischen Ländern, wobei dieser Pool aufgrund des wachsenden Fokus lokaler Universitäten und Regierungen auf der Implementierung wettbewerbsfähiger Ausbildungsprogramme und der Entwicklung gut ausgebildeter Mitarbeiter größer wird. Falls Personaleinstellungen nicht das Ergebnis eines qualitativen Personalplans sein sollten und mehrheitlich auf ad hoc bzw kurzfristiger Basis geschehen, wäre das Risiko einer hohen Personalfuktuation oder der Nicht-Schaffung eines validen Nachfolgepools hoch. Fehlende Führungsverantwortlichkeit bei Festsetzung der jeweiligen Entwicklungsmaßnahmen oder bei Nicht-Beförderung von Leistungsträgern könnte das Risiko beinhalten, dass qualifizierte Mitarbeiter die Erste Group verlassen könnten. Außerdem könnten sich ohne allgemein gültige hohe Qualitätskriterien die Nominierungen von Mitarbeitern als Talente als falsch erweisen und das Risiko falscher Investitionen und höherer Kosten hervorrufen.

Der durch andere Finanzinstitutionen steigende Wettbewerb am Arbeitsmarkt in Kernmärkten der Erste Group kann es auch für die Erste Group schwieriger machen, qualifizierte Mitarbeiter zu gewinnen und zu halten und dies kann in Zukunft zu steigenden Lohnkosten führen. Wenn Obergrenzen oder weitere Beschränkungen aufgrund der CRD IV für Gehälter oder Bonuszahlungen, die an Führungskräfte der Erste Group Bank oder ihrer Tochtergesellschaften (einschließlich Obergrenzen, die von Regierungen im Zusammenhang mit der Ausweitung der Unterstützung zur Erste Group auferlegt werden) bezahlt werden, eingeführt werden, könnte die Fähigkeit der Erste Group zur Anwerbung und Bindung von qualitativ hochwertigem Personal begrenzt sein und dies könnte zum Verlust von qualifiziertem Personal führen. Wenn die Erste Group nicht in der Lage ist, neue Talente in den wichtigsten strategischen Märkten zu rekrutieren und zu binden oder wenn der Wettbewerb für qualifizierte Mitarbeiter die Lohnkosten erhöht, könnte dies erhebliche negative Auswirkungen auf die Vermögens-, die Finanz- und Ertragslage der Erste Group haben.

Die Erste Group könnte gezwungen sein, angeschlagenen Banken im Haftungsverbund finanzielle Unterstützung zu gewähren, was zu bedeutenden Kosten und einer Bindung ihrer Ressourcen führen könnte.

Im Jahre 2002 wurde der Haftungsverbund auf Grundlage der Grundsatzvereinbarung zwischen der Mehrzahl der österreichischen Sparkassen und der Erste Group Bank gegründet. Der Zweck des Haftungsverbundes liegt in der Entwicklung eines gemeinsamen Frühwarnsystems, einer gegenseitigen Garantie für bestimmte Verbindlichkeiten der Mitgliedssparkassen und der Stärkung der Zusammenarbeit des Sparkassensektors (ausgenommen UniCredit Bank Austria AG) innerhalb des österreichischen Marktes.

Im Jahr 2013 wurde die Kooperation zwischen den Sparkassen intensiviert. Das Ziel der neuen Vereinbarung, die seit 1.1.2014 in Kraft ist, ist eine Intensivierung der Steuerung innerhalb der Gruppe und die Errichtung eines institutsbezogenen Sicherungssystems (*Institutional Protection Scheme*) im Sinne des Artikel 113(7) CRR und eines Haftungsverbunds iSd Artikel 4(1)(127) CRR zur Erfüllung des Erfordernisses des Artikel 84(6) CRR, um sämtliche Minderheitsbeteiligungen innerhalb des Haftungsverbunds vollständig anrechnen zu können und im Lichte von IFRS 10 die Rechte der Erste Group Bank in dem den Haftungsverbund regelnden Vertrag zu verstärken.

Im Rahmen des Haftungsverbundes sind die Erste Group und andere Mitgliedssparkassen verpflichtet, Mitgliedern, die sich in finanziellen Schwierigkeiten befinden, finanzielle Unterstützung oder andere Hilfsmaßnahmen zu gewähren und sich, im Fall der Insolvenz eines Mitgliedes, an den Rückzahlungen bestimmter geschützter Einlagen zu beteiligen. Die Mitgliedssparkassen vereinbarten, dass Teile ihrer Fonds in Form von Spezialfonds *ex ante* finanziert werden, wobei nur die Haftungsverbund GmbH (das "**führende Unternehmen**") Zugang zu diesen Spezialfonds besitzt und verpflichtet ist, alle anderen Optionen der Nutzung dieser Spezialfonds vorzuziehen. Zum Aufbau dieses Spezialfonds leisten alle Sparkassen vierteljährlich Beiträge bis die Endsumme von EUR 250 Mio nach 10 Jahren erreicht ist. Die Mitgliedssparkassen sind im Rahmen des Haftungsverbundes auch verpflichtet, bestimmte Richtlinien des Kredit- und Risikomanagements bei der Gewährung und Verwaltung von Darlehen und zur Identifizierung, Bewertung, Steuerung und Begrenzung von Risiken zu befolgen. Dies wird von der Erste Group festgelegt und indirekt überwacht werden, auch wenn die Erste Group nicht die Unternehmensführung der Mitgliedssparkassen kontrolliert. Diese Anforderungen sind häufig detaillierter und strenger als die bei einzelnen Sparkassen zuvor bestehenden Regelungen. Die Erste Group kann selbst im Fall der Nichteinhaltung der Anforderungen des Risikomanagements durch ein oder mehrere Mitglieder des Haftungsverbundes zur Unterstützung und Rückzahlung bestimmter geschützter Einlagen verpflichtet werden, obwohl die Erste Group nur geringe direkte Kontrolle über das Management der einzelnen Mitglieder Sparkassen ausübt. Folglich wird die Möglichkeit der Erste Group, die Risiken, die sie mit den finanziellen Verpflichtungen im Rahmen des Haftungsverbundes übernommen hat, zu steuern von Ihrer Fähigkeit abhängen, die Anforderungen des Risikomanagements durchzusetzen. Falls eine Sparkasse des Haftungsverbundes in finanzielle Schwierigkeiten gerät oder insolvent wird, kann die Erste Group zur Bereitstellung finanzieller oder anderer Hilfsmittel und zur Übernahme erheblicher Kosten verpflichtet sein. Dies könnte die Erste Group zu einer Verwendung ihrer Ressourcen zwingen, die erhebliche negative Auswirkungen auf ihre Geschäftstätigkeit, ihre Finanz- und ihre Ertragslage haben können.

Zinsänderungen werden durch viele Faktoren verursacht, die außerhalb des Einflussbereichs der Erste Group liegen, und solche Änderungen können wesentliche negative Auswirkung auf ihre Vermögens-, Finanz- und Ertragslage, inklusive Nettozinsertrag haben.

Die Erste Group erzielt den Großteil ihrer betrieblichen Erträge durch Nettozinserträge. Die Zinssätze reagieren sehr sensibel auf viele Faktoren, die außerhalb der Kontrolle der Erste Group liegen, wie z.B. Inflation, die von den Zentralbanken oder Regierungen festgelegte Währungspolitik, die Neuerungen bei den Finanzdienstleistungen und verstärkter Wettbewerb auf den Finanzmärkten, in denen die Erste Group tätig ist, innerstaatliche und internationale wirtschaftliche und politische Rahmenbedingungen sowie auch andere Faktoren. Während der Wettbewerbsdruck auf die Margen ein ziemlich offensichtlicher Faktor ist, können auch Veränderungen im absoluten Level des Zinssatzumfelds den Spread zwischen dem Zinssatz, den ein Kreditinstitut seinen Einlegern und sonstigen Kreditgebern zahlen muss und dem Zinssatz, den das Kreditinstitut auf Kredite, die es an seine Kunden begibt, erhält, beeinflussen. Wenn die Zinsmarge fällt, sinken auch die Nettozinserträge, es sei denn die Erste Group schafft es, diesen Rückgang durch eine Erhöhung des Gesamtbetrages an Geldmitteln, die sie an ihre Kunden verleiht, auszugleichen. Extrem niedrige Zinssatzgeldpolitik einhergehend mit quantitativer Lockerung führt zu weiteren Herausforderungen bei der Stabilität der Zinsmarge, da das Potenzial, Kundeneinlagen zu bewerten, früher erschöpft sein könnte, als dass Kreditzinsen ein neues Gleichgewicht finden. Weiters wird die Erste Group in einem Umfeld sehr niedriger oder sogar negativer Zinsen höhere Kosten für die Bereithaltung der aufsichtsrechtlichen Liquiditätsreserven in Barbeständen und höchst liquiden Vermögenswerten tragen. Eine Erhöhung der Zinssätze, die den Kunden verrechnet werden, kann auch negative Auswirkungen auf die Nettozinserträge haben, wenn dadurch weniger Geldmittel durch Kunden aufgenommen werden. Aus Gründen des Wettbewerbs kann sich die Erste Group auch dazu entschließen, die Zinsen für Einlagen zu erhöhen, ohne dabei die Zinssätze für vergebene Kredite entsprechend anzuheben. Schließlich könnte in einem bestimmten Zeitraum ein Ungleichgewicht von verzinslichen Vermögenswerten und verzinslichen Verbindlichkeiten im Fall von Zinsveränderungen die Nettozinsmarge der Erste Group reduzieren, was erhebliche negative Auswirkungen auf ihre Nettozinserträge und dadurch auf die Geschäftstätigkeit und die Finanz- und Ertragslage der Erste Group haben könnte.

Da ein großer Teil der Aktivitäten, Vermögenswerte und Kunden der Erste Group auf Länder in Zentral und Osteuropa, die nicht der Eurozone angehören, konzentriert sind, ist die Erste Group Währungsrisiken ausgesetzt.

Ein Großteil der Aktivitäten, Vermögenswerte und Kunden der Erste Group Bank und der Erste Group ist in Ländern in Zentral- und Osteuropa angesiedelt, die nicht der Eurozone angehören (dh, dass deren gesetzliches Zahlungsmittel nicht Euro ist), und Finanztransaktionen in anderen Währungen als Euro unterliegen einem Fremdwährungsrisiko. Lokale Regierungen können Maßnahmen ergreifen, die Kursschwankungen und Wechselkurse betreffen und dadurch das Kreditrisiko der Erste Group hinsichtlich dieser Währungen beeinflussen wie der von der Schweizer Nationalbank im September 2011 eingeführte und im Jänner 2015 aufgehobene Mindestwechsellkurs zum Euro oder das neue Ungarische Gesetz aus dem Jahr 2014, welches festlegt, wie Kreditinstitute Fremdwährungskredite in die lokale Währung zu konvertieren hat. Im September 2015 hat das kroatische Parlament Änderungen in den Gesetzen verabschiedet, die es Schuldner von Schweizer Franken Krediten erlauben, ihre Kredite in Euro Kredite zu einem Wechselkurs zu konvertieren, der dem Wechselkurs zum Zeitpunkt des Abschlusses der Kredite entspricht. Im Oktober 2016 hat das rumänische Parlament eine Gesetzesfassung zur Schweizer Franken Konvertierung verabschiedet, die es Einzelpersonen erlaubt, Schweizer Franken Kredite zu historischen Wechselkursen in die lokale Währung zu konvertieren. Darüber hinaus kann nicht ausgeschlossen werden, dass es auch in anderen Kundensegmenten und/oder Ländern zu solchen Maßnahmen kommt.

Zudem könnten die Kapitalinvestitionen, die die Erste Group in ihren Gruppenunternehmen außerhalb der Eurozone tätigt, wie auch ihre Einkünfte, Vermögenswerte, Verbindlichkeiten und Eigenmittel aufgrund der Wertminderung der lokalen Währung gegenüber dem Euro geringer ausfallen, wenn diese in Euro umgerechnet werden. Diese und andere Auswirkungen einer Währungsabwertung könnten erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, die Ertragslage und die Eigenkapitalquote der Erste Group haben.

Der Gewinn der Erste Group Bank kann geringer oder sogar negativ ausfallen.

Die Betriebsergebnisse der Erste Group werden im aktuellen Geschäftsjahr bzw auch in Zukunft zum Teil davon abhängen, dass ihre Tochtergesellschaften profitabel sind. Die Erste Group Bank (als

Muttergesellschaft der Erste Group) könnte höhere als die veranschlagten Rückstellungen für Risiken für Kredite und Ausleihungen haben oder sie könnte weniger als die veranschlagten Dividenden von ihren Tochtergesellschaften erhalten.

Abhängig von der Höhe der Reduktion der Profitabilität könnte eine solche Abschreibung erhebliche nachteilige Auswirkungen auf die Vermögens- Finanz- und Ertragslage der Erste Group und auf die Fähigkeit der Erste Group zur Bedienung der Zahlungsverpflichtungen im Zusammenhang mit den Optionsscheinen haben.

Veränderungen der Sicherheitenstandards der EZB könnten negative Auswirkungen auf die Finanzierung der Erste Group und deren Eindeckung mit Liquidität haben.

Als Folge des Refinanzierungsdrucks, der durch die europäische Staatsschuldenkrise ausgelöst wurde, gab es vermehrt Eingriffe durch eine Reihe von Zentralbanken, im Besonderen durch die EZB. Unter anderem hat die EZB zugestimmt, europäischen Finanzinstituten für eine Dauer von bis zu drei Jahren niedrig verzinsten Kredite zur Verfügung zu stellen und die Mindestanforderungen für Sicherheiten zu senken. Zum Datum dieses Prospekts akzeptiert die EZB bestimmte Instrumente, einschließlich Pfandbriefe der Erste Group, als Sicherheit für ihre Tender. Falls die EZB oder lokale Nationalbanken ihre Sicherheitenstandards einschränken oder die Ratinganforderungen für als Sicherheiten dienende Wertpapiere erhöhen würde, könnte dies die Refinanzierungskosten der Erste Group erhöhen und ihre Möglichkeiten der Liquiditätsbeschaffung einschränken. Dies würde erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und die Ertragslage der Erste Group haben.

Die Erste Group ist in wettbewerbsintensiven Märkten tätig und konkurriert mit großen internationalen Finanzinstituten wie auch etablierten lokalen Mitbewerbern.

Die Erste Group steht sowohl in Österreich als auch in den Ländern Zentral- und Osteuropas in allen Aspekten ihrer wirtschaftlichen Tätigkeit unter erheblichem Wettbewerbsdruck. Die Erste Group steht mit vielen großen internationalen Finanzinstituten wie auch lokal etablierten Konkurrenzunternehmen im Wettbewerb. Falls die Erste Group nicht in der Lage ist, diesem Wettbewerbsumfeld entsprechend mit profitablen Produkt- und Dienstleistungsangeboten zu begegnen, könnte sie Marktanteile in wichtigen Geschäftsfeldern verlieren oder Verluste in einzelnen oder sämtlichen Geschäftsbereichen erleiden.

Der Konsolidierungstrend in der globalen Finanzdienstleistungsbranche, der aus dem weiterhin niedrigen Zinssatzumfeld resultiert und folglich den Druck auf die Geschäftsergebnisse erhöht und der durch die letzte Finanz- und Wirtschaftskrise weiter angestiegen ist, bringt Mitwettbewerber hervor, die über eine breite Produkt- und Dienstleistungspalette sowie eine starke Kapitalbasis und wachsende Effizienz verfügen und so die Preise stärker beeinflussen können. Diese globalen Finanzinstitutionen können für Kunden, vor allem für große Unternehmenskunden, aufgrund ihrer größeren internationalen Präsenz und ihrer größeren finanziellen Mittel attraktiver sein. Darüber hinaus ist die Erste Group in bestimmten Märkten, insbesondere Österreich und Ungarn, dem Wettbewerb mit lokalen Kreditinstituten ausgesetzt, die eine größere Anzahl an Filialen betreiben, ihren Kunden eine größere Palette an Bank- und Finanzdienstleistungen anbieten und von Beziehungen zu einer großen Anzahl an bestehenden Kunden profitieren.

Die Erste Group steht in Österreich nicht nur mit der UniCredit Bank Austria AG und den Raiffeisenbanken in starkem Wettbewerb, sondern auch mit großen internationalen Kreditinstituten und neuen Wettbewerbern aus Nachbarländern. Aufgrund dieses Wettbewerbs vor allem im Privatkundenbereich und aufgrund des aktuell niedrigen Zinssatzumfelds waren die Nettozinsmargen auch in der Vergangenheit sehr niedrig. Wenn es der Erste Group nicht gelingt, die Nettozinsmargen auf dem derzeitigen Niveau zu belassen, könnte dies wesentliche negative Auswirkungen auf die Finanzlage und die Betriebserträge der Erste Group haben.

Im Zuge des Reifens der Bankmärkte in Zentral- und Osteuropa erwartet die Erste Group einen stärkeren Wettbewerb mit weltweit tätigen Finanzinstituten und lokalen Mitbewerbern, wobei das Niveau des verstärkten Wettbewerbs von Land zu Land unterschiedlich sein kann. Die Wettbewerbsfähigkeit der Erste Group hängt von ihrer Fähigkeit zur raschen Anpassung ihrer Geschäftsbereiche an Markt- und Branchentrends ab. Falls die Erste Group nicht konkurrenzfähig ist, oder falls Maßnahmen einer Regierung aufgrund der Finanzkrise oder wegen Konjunkturabschwüngen zu einem Wettbewerbsnachteil für die Erste Group führen, könnte dies erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit und die Finanz- und Ertragslage der Erste Group haben.

Die Hauptaktionäre der Erste Group können Aktionärsmaßnahmen kontrollieren.

Zum Datum dieses Prospekts waren 29,5% der Aktien der Erste Group Bank (einschließlich dem Anteil von 9,9%, der von der CaixaBank, S.A.) gehalten wird) der ERSTE Stiftung zurechenbar. Die ERSTE Stiftung hat das Recht, ein Drittel der Mitglieder des Aufsichtsrates der Erste Group Bank zu bestellen, die nicht vom Betriebsrat entsendet wurden, allerdings hat die ERSTE Stiftung noch nicht von ihrer Ernennungsbefugnis Gebrauch gemacht, sodass alle Aufsichtsratsmitglieder, die nicht vom Betriebsrat entsendet wurden, von der Hauptversammlung gewählt wurden.

Darüber hinaus ist der Einfluss von Großaktionären auf die Willensbildung der Hauptversammlung aufgrund der Maßgeblichkeit der bei der Hauptversammlung anwesenden und nicht der Gesamtzahl der ausstehenden Aktien für das Wahlrecht typischerweise größer als ihr prozentueller Stimmrechtsanteil vermuten lässt. Nach dem österreichischen Gesellschaftsrecht und gemäß der Satzung der Emittentin kann ein Aktionär, der mehr als 25% der Anteile an der Erste Group hält, eine Reihe von gesellschaftlichen Maßnahmen, die die Zustimmung der Aktionäre erfordern, verhindern, wie z.B. die Schaffung von genehmigtem oder bedingtem Kapital, die Änderungen des Unternehmensgegenstands der Erste Group Bank, Verschmelzungen, Abspaltungen und andere gesellschaftliche Umstrukturierungen. Demzufolge kann die ERSTE Stiftung erheblichen Einfluss auf das Ergebnis einer Abstimmung von Aktionären ausüben und wird, abhängig von der Anwesenheitsquote in einer Hauptversammlung, das Ergebnis der meisten Beschlüsse, die die Zustimmung der Aktionäre erfordern, beeinflussen. Daher ist es möglich, dass die Erste Stiftung in der Verfolgung ihrer Ziele Einfluss auf die Erste Group in einer Art und Weise ausübt, die nicht im Interesse anderer Aktionäre ist oder dies von ihr erwartet wird.

Die Einhaltung von Vorschriften im Zusammenhang mit Maßnahmen zur Verhinderung von Geldwäsche, Korruption und Terrorismusfinanzierung bringt erhebliche Kosten und Aufwendungen mit sich und die Nichteinhaltung dieser Vorschriften hat schwerwiegende rechtliche sowie rufschädigende Folgen.

Die Erste Group unterliegt Regeln und Vorschriften hinsichtlich Geldwäsche, Sanktionen, Korruption und Terrorismusfinanzierung. Diese Vorschriften wurden vor Kurzem verschärft, insbesondere durch die Umsetzung der Richtlinie EU 2015/849 des Europäischen Parlaments und des Rates vom 20. Mai 2015 zur Verhinderung der Nutzung des Finanzsystems zum Zwecke der Geldwäsche und der Terrorismusfinanzierung, zur Änderung der Verordnung (EU) Nr. 648/2012 des Europäischen Parlaments und des Rates und zur Aufhebung der Richtlinie 2005/60/EG des Europäischen Parlaments und des Rates und der Richtlinie 2006/70/EG der Kommission (4. Geldwäscherichtlinie). Die Überwachung der Einhaltung der Regeln betreffend Geldwäsche, Sanktionen, Korruption und Terrorismusfinanzierung, die weiter verschärft und strenger durchgesetzt werden könnten, können zu einer erheblichen finanziellen Belastung für Kreditinstitute und andere Finanzinstitute führen und können schwerwiegende technische Probleme aufwerfen. Die Erste Group kann nicht garantieren, dass sie alle maßgeblichen Regelungen betreffend Geldwäsche, Sanktionen, Korruption und Terrorismusfinanzierung zu jeder Zeit einhalten kann und dass ihre konzernweiten Standards betreffend die Verhinderung von Geldwäsche, Sanktionen, Korruption und Terrorismusfinanzierung ständig und in allen Fällen von ihren Arbeitnehmern angewendet werden. Jegliche Verletzung oder sogar eine vermeintliche Verletzung dieser Regelungen betreffend Sanktionen und Maßnahmen zur Verhinderung von Geldwäsche, Korruption und Terrorismusfinanzierung können schwerwiegende rechtliche, finanzielle und rufschädigende Konsequenzen und damit erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage der Erste Group haben.

Änderungen in der Konsumentenschutzgesetzgebung sowie in der Anwendung und Auslegung solcher Gesetze können zu einer Beschränkung jener Gebühren und anderer Preise führen, welche die Erste Group für bestimmte Bankentransaktionen in Rechnung stellt und könnte es Konsumenten ermöglichen, einen Teil der bereits in der Vergangenheit bezahlten Gebühren und Zinsen zurückzufordern.

Änderungen der Konsumentenschutzgesetze oder die Auslegung solcher Gesetze durch Gerichte oder Verwaltungsbehörden (z.B. der Fair Banking Act in Ungarn) könnten die Provisionen beschränken, die die Erste Group für bestimmte ihrer Produkte und Dienstleistungen verlangen darf, und daher zu geringeren Provisionserträgen führen. Darüber hinaus können, da neue Gesetze und Novellen zu bestehenden Gesetzen in manchen der zentral- und osteuropäischen Länder, in denen die Erste Group tätig ist, verabschiedet werden, um mit dem kontinuierlichen Wandel in den Marktwirtschaften Schritt zu halten, bestehende Gesetze und Verordnungen und Novellen dazu uneinheitlich angewendet werden oder restriktiver ausgelegt werden. Eine Reihe von

Tochterunternehmen der Erste Group werden in einigen Ländern Zentral- und Osteuropas als Beklagte und/oder Beschuldigte in einer Reihe von Gerichts- und Verwaltungsverfahren geführt, die von einzelnen Kunden, Aufsichtsbehörden, Konsumentenschutzverbänden und -vereinen angestrengt wurden. Einige dieser Verfahren sind Sammelklagen. Die Verfahren stehen großteils in Zusammenhang mit Anschuldigungen, dass bestimmte vertragliche Bestimmungen, insbesondere im Hinblick auf Verbraucherkredite, zwingend anwendbares Konsumentenschutzrecht verletzen. Die Anschuldigungen hängen sowohl mit der Durchsetzbarkeit bestimmter Provisionen zusammen als auch vertraglichen Bestimmungen zur Anpassung von Zinssätzen und Wechselkursen. Darüber hinausgehende Änderung der Konsumentenschutzgesetze oder ihrer Interpretation durch Gerichte und Verwaltungsbehörden könnte die Fähigkeit der Erste Group, bestimmte Produkte und/oder Dienstleistungen anzubieten oder bestimmte Vertragsbestimmungen durchzusetzen beeinträchtigen und das Nettozinseinkommen der Erste Group reduzieren und negative Auswirkungen auf das Betriebsergebnis der Erste Group haben. In Österreich sind einige Rechtsstreitigkeiten zwischen Kreditinstituten und einem Konsumentenschutzverband sowie einzelnen Konsumenten über die Folgen eines Referenzzinssatzes (wie z.B. der EURIBOR), der sich negativ auf den variablen Zinssatz für Konsumentenkredite auswirkt, anhängig. Im Wesentlichen geht es in diesen Rechtsstreitigkeiten um die Frage, ob bei einem negativen Referenzzinssatz das jeweilige Kreditinstitut verlangen darf, dass der Kreditnehmer einen Mindestzinssatz zahlt, oder vielmehr anstatt, dass das Kreditinstitut Zinsen erhält, Zahlungen an seinen Kreditnehmer für die jeweilige Zinsperiode machen müsste (in Fällen, in denen der negative Referenzzinssatz die Marge unterschreitet und im schlechtesten Fall sogar zu einem negativen Zinssatz führt). Basierend auf der Analyse ihrer Rechtsposition betreffend ihrer Euro-Kredite, die mehrheitlich durch Spareinlagen der Konsumenten refinanziert werden, für welche sie zumindest einen positiven Zinsbetrag zahlen muss, ist die Erste Bank der oesterreichischen Sparkassen AG ("**Erste Bank Oesterreich**") der Meinung, dass sie berechtigt ist, den Zinssatz bei Eurokrediten für Konsumenten mit der vereinbarten Marge nach unten zu begrenzen. Bisher gibt es keine gesicherte Rechtsmeinung zu den Folgen eines negativen Referenzzinssatzes für Konsumentenkredite auf einen variablen Zinssatz. Nur in Bezug auf Spareinlagen hat der österreichische Oberste Gerichtshof vor einigen Jahren die möglichen Auswirkungen von negativen Zinsen behandelt und entschieden, dass Sparkonten ein wenig positive Zinsen für Konsumenten einbringen müssen. Erste Bank Oesterreich könnte durch eine Gerichtsentscheidung negativ beeinflusst werden, was im Fall eines negativen Referenzzinssatzes in bestimmten Situationen die Kreditinstitute praktisch dazu zwingt, für die jeweilige Zinsperiode und/oder für die Vergangenheit Zahlungen an ihre Kreditnehmer zu leisten.

Die Eingliederung von potentiellen zukünftigen Akquisitionen kann zu zusätzlichen Herausforderungen führen.

Die Erste Group könnte zukünftig versuchen, Akquisitionen zur Unterstützung ihrer Unternehmensziele und als Ergänzung ihrer Geschäftsentwicklung in bestehenden und neuen Marktregionen zu tätigen. Solche strategische Geschäfte verlangen erhebliche Aufmerksamkeit der Unternehmensführung und erfordern den Einsatz finanzieller wie anderer Ressourcen der Erste Group, die sonst für das bestehende Geschäft verfügbar wären. Es kann möglicherweise länger dauern als erwartet, bis sich der Nutzen aus möglichen zukünftigen Akquisitionen verwirklicht und ein Nutzen kann auch gänzlich ausbleiben. Es kann nicht garantiert werden, dass die Erste Group ein zukünftiges Akquisitionsziel erfolgreich verfolgt, vollendet und integriert. Zusätzlich gibt es keine Sicherheit, dass die Erste Group alle gegenwärtigen und potentiellen Verbindlichkeiten der übernommenen Gesellschaft vor ihrer Akquisition erkennt. Jeder dieser Faktoren kann zu unerwarteten Verlusten im Anschluss an die Akquisition führen und kann erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage der Erste Group haben.

Risiken betreffend die Märkte, in denen Erste Group tätig ist

Der Austritt eines oder mehrerer Länder aus der Eurozone könnte unvorhersehbare Auswirkungen auf das Finanzsystem und die allgemeine Wirtschaftslage haben, was zu einem Rückgang der Geschäftstätigkeit, Abschreibungen und Verlusten für die Erste Group führen kann.

Sollte ein Land der Eurozone zum Schluss kommen, dass es aus der Gemeinschaftswährung aussteigen muss, so könnte die damit verbundene Notwendigkeit der Einführung einer nationalen Währung und die Neuformulierung bestehender vertraglicher Verpflichtungen unvorhersehbare finanzielle, rechtliche, politische und gesellschaftliche Konsequenzen haben. Angesichts der engen Verflechtungen des Finanzsystems innerhalb der Eurozone und der Exposition der Erste Group

gegenüber öffentlichen und privaten Geschäftspartnern in ganz Europa, kann diese nur eingeschränkt für solche unvorhersehbaren Umstände vorausplanen, um das Risikopotential auf nicht-materielle Ebene zu beschränken. Wenn sich infolge des Austritts eines oder mehrerer Länder aus der Eurozone das gesamtwirtschaftliche Klima verschlechtert, könnten fast alle Geschäftsbereiche der Erste Group erheblich negativ beeinflusst werden.

Falls es den europäischen Entscheidungsträgern nicht gelingt, die europäische Staatsschuldenkrise einzudämmen, würde dies wahrscheinlich erheblich negative Auswirkungen auf die Ertrags- und Finanzlage der Erste Group haben, da die Erste Group aufgrund der Verschlechterung des gesamtwirtschaftlichen Umfelds gezwungen sein könnte, weitere Abschreibungen auf ihre öffentlichen Schuldtitel und andere Vermögenswerte vorzunehmen. Zusätzlich können ein oder mehrere Mitglieder der Eurozone aus der Gemeinschaftswährung austreten, was zur Wiedereinführung von einer oder mehrerer nationaler Währungen in diesen Ländern führen könnte. Es ist schwierig, die Auswirkungen eines solchen Ereignisses vorauszusehen und dies könnte, als Folge negativer Auswirkungen auf wirtschaftliche Tätigkeiten innerhalb und außerhalb der Eurozone, erhebliche negative Auswirkungen auf die Geschäftstätigkeit und die Zukunftsaussichten der Erste Group haben.

Die Verschlechterung des Marktes für öffentliche Schuldtitel in der Eurozone und in Zentral- und Osteuropa, vor allem die steigenden Kreditkosten, von denen viele Länder der Eurozone zum Jahresende 2011 betroffen waren, und die Herabstufung der Kreditratings der meisten Staaten der Eurozone in den Jahren 2011 und 2012 zeigen, dass die Staatsschuldenkrise selbst die wirtschaftlich stabilsten Länder innerhalb der Eurozone beeinträchtigen kann. Obwohl die Kreditkosten von Staatsschulden Mitte 2016 ein neues Tief erreicht haben, bleiben erhebliche Zweifel bestehen, ob die von europäischen Entscheidungsträgern getroffenen Maßnahmen ausreichend gewesen sind, um eine Rückkehr der Schuldenkrise zu vermeiden. Insbesondere könnten weitere Herabstufungen der Kreditratings von EU-Mitgliedstaaten, wie etwa Frankreich und Österreich, die Effektivität der Europäischen Finanzstabilisierungsfazilität ("**EFSF**") oder des Europäischen Stabilitätsmechanismus ("**ESM**") gefährden. Da die Kreditratings des EFSF und des ESM auf den Ratings der sie finanzierenden Mitglieder beruht, kann eine Herabstufung der Kreditratings dieser Mitglieder die Fremdkapitalkosten von EFSF und ESM derart erhöhen, dass ihre Fähigkeit, Mittel zur Unterstützung von Regierungen in der Eurozone zu beschaffen, eingeschränkt wird. Zusätzlich können die von einer Reihe von Ländern der Eurozone als Antwort auf die Staatsschuldenkrise eingeführten Sparprogramme kurz-, mittel oder auch langfristig das Wirtschaftswachstum dämpfen. Das sinkende Wirtschaftswachstum in Ländern der Eurozone kann die Schwierigkeiten dieser Länder bei der Refinanzierung ihrer Staatsschulden bei Fälligkeit weiter verschärfen, was den Druck auf die Regierungen der Länder der Eurozone weiter erhöht.

Die Erste Group ist in Schwellenländern tätig, die schnelle wirtschaftliche oder politische Veränderungen erfahren können, was negative Auswirkungen auf ihre Finanz- und Ertragslage haben kann.

Die Erste Group ist direkt und indirekt in Wachstumsmärkten in weiten Teilen Zentral- und Osteuropas tätig. In den letzten Jahren haben einige dieser Länder tiefgehende politische, wirtschaftliche und gesellschaftliche Veränderungen erfahren. Wachstumsmärkte haben typischerweise nicht die Wirtschaftsstrukturen oder die rechtlichen und regulativen Rahmenbedingungen, die es üblicherweise in reiferen, freien Marktwirtschaften gibt. Als Folge sind die Geschäfte der Erste Group den für Regionen, die schnelle politische, wirtschaftliche und gesellschaftliche Veränderungen durchlaufen, typischen Risiken ausgesetzt, wie beispielsweise (aber nicht ausschließlich) Währungsschwankungen, Devisenbeschränkungen, ein sich entwickelndes aufsichtsrechtliches Umfeld, Inflation, wirtschaftlicher Rezession, regionale Marktstörungen, Arbeitsunruhen oder sogar militärischen Auseinandersetzungen. Volkswirtschaftliche Ereignisse, wie Rezession, Deflation oder Hyperinflation, können zu höheren Ausfallquoten bei Kunden der Erste Group führen, was sich negativ auf die Vermögens-, Finanz- und Ertragslage der Erste Group auswirken würde. Politisch oder wirtschaftlich unsichere Verhältnisse, die sich entweder aus dem Eintritt dieser Risiken ergeben oder den Eintritt dieser Risiken verursachen, könnten den Markt für Produkte und Dienstleistungen der Erste Group negativ beeinflussen. Aufgrund von Befürchtungen über eine Abnahme der Auslandsinvestitionen ist die Volatilität in den Wachstumsmärkten seit 2013 erheblich angestiegen. Das jeweilige Risiko für die Erste Group unterscheidet sich erheblich von Land zu Land.

In Zusammenhang mit der russischen Militärintervention in der Ukraine im Jahr 2014 wurden die russische Volkswirtschaft sowie die russische Währung von den sinkenden Ölpreisen und andauernden internationalen Sanktionen getroffen. Die künftigen Entwicklungen sowie die politischen und

wirtschaftlichen Auswirkungen einer längeren Krise sowohl auf Russland und die Ukraine als auch auf ganz Zentral- und Osteuropa sind derzeit noch ungewiss.

Zugesagte Mittel der EU könnten nicht freigegeben werden oder es könnten weitere Hilfsprogramme von der EU und/oder internationalen Kreditinstituten nicht verabschiedet werden.

Zusätzlich zu Griechenland, Irland und Portugal wurden in manchen Ländern, in denen die Erste Group tätig ist (einschließlich Slowakei, Rumänien, Ungarn, Tschechische Republik und Kroatien), sowie in einem geringeren Ausmaß in EU-Beitrittskandidatenländern wie Serbien Geldmittel für Infrastruktur und andere Projekte in erheblicher Höhe durch die EU und durch internationale Kreditinstitute, darunter die Europäische Bank für Wiederaufbau und Entwicklung (*European Bank for Reconstruction and Development*, die "EBRD"), der Internationale Währungsfonds ("IWF") und die Europäischen Investitionsbank ("EIB") zugesagt. Falls diese Mittel nicht oder nur teilweise oder verzögert freigegeben werden, da die Aufnahme dieser Mittel noch immer eine maßgebliche Herausforderung für die CEE Länder darstellt, oder falls keine weiteren Hilfsmittel durch die EU und die internationalen Geldgeber Institutionen verfügbar gemacht werden, könnte dies negative Auswirkungen auf die relevanten lokalen Volkswirtschaften haben was wiederum negative Auswirkungen auf die zukünftige Geschäftstätigkeit der Erste Group in den betreffenden Ländern haben könnte. Der Austritt Großbritanniens, dem zweitgrößten Nettozahler zum EU Budget, könnte zu einer wesentlichen Senkung des EU Budgets und daher der verfügbaren Mittel für solche Programme führen.

Der Verlust des Vertrauens der Kunden in das Geschäft der Erste Group oder in das Bankgeschäft allgemein könnte unerwartet hohe Abhebungen von Kundeneinlagen zur Folge haben, was wiederum erhebliche negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage und die Liquidität der Erste Group haben könnte.

Die Verfügbarkeit der Kundeneinlagen der Erste Group zur Refinanzierung ihres Kreditportfolios und andere Vermögenswerte unterliegt Veränderungen, die außerhalb der Kontrolle der Erste Group liegen, wie etwa der Verlust des Vertrauens der Anleger in die Wirtschaft im Allgemeinen oder die Finanzdienstleistungsindustrie oder die Erste Group im Besonderen, Rating-Herabstufungen, niedrige Zinssätze oder eine erhebliche Verschlechterung der wirtschaftlichen Bedingungen. Diese Faktoren könnten zukünftig zu einem beschränkten Zugriff der Erste Group auf die Einlagen ihrer Kunden als Refinanzierung zu angemessenen Bedingungen und zu einem anhaltenden Abfluss der Spareinlagen führen, was beides negative Auswirkungen auf die Möglichkeit der Erste Group, ihre Geschäftstätigkeit zu refinanzieren, hätte. Jeglicher Verlust des Kundenvertrauens in das Bankgeschäft der Erste Group oder in das Bankgeschäft im Allgemeinen könnte in kurzer Zeit die Höhe des Abflusses von Einlagen erheblich erhöhen. Abhebungen in ungewöhnlich hohem Ausmaß könnten erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group und ihre Zukunftsaussichten haben und unter extremen Umständen die Refinanzierung der Erste Group verhindern. Unter solchen extremen Umständen könnte die Erste Group nicht mehr in der Lage sein, ihre Geschäfte ohne zusätzliche finanzielle Unterstützung, die sie unter Umständen nicht erhalten wird, fortzuführen. Eine Veränderung der Refinanzierungsstruktur hin zu instabileren und teureren Finanzierungsquellen könnte ebenfalls zu höheren Anforderungen an Liquiditätsreserven führen und dementsprechend negative Auswirkungen auf die Nettozinserträge haben.

Liquiditätsprobleme einiger CEE Länder könnten die gesamte CEE Region negativ beeinflussen und erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group haben.

Einige Länder, in denen Erste Group tätig ist, könnten schwerwiegende Liquiditätsprobleme erfahren. In der Vergangenheit haben sich Rumänien und Serbien an internationale Einrichtungen um Unterstützung gewandt und es könnten andere Länder der CEE Region gezwungen sein, das gleiche zu tun. Falls solche Liquiditätsprobleme auftreten, könnte dies erhebliche Folgen für die gesamte Region haben, und dazu führen, dass ausländische Kreditinstitute Mittel von ihren Zweigniederlassungen in der CEE Region abziehen, Aufsichtsbehörden den freien Transfer von Liquidität Beschränkungen unterwerfen und auf diese Weise die regionale Wirtschaft schwächen, Kunden der Erste Group, die bei verschiedenen Kreditinstituten Kredite haben, beeinträchtigen und die Liquiditätsposition der Erste Group schwächen. Dies könnte auch zu einem Anstieg der Zahlungsausfälle in allen Bereichen der Wirtschaft oder der Kunden der Erste Group führen und folglich negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, Finanz- und die Ertragslage der Erste Group haben.

Regierungen von Ländern, in denen die Erste Group tätig ist, könnten auf die Finanz- und Wirtschaftskrise mit erhöhtem Protektionismus, Verstaatlichungen oder ähnlichen Maßnahmen reagieren.

Regierungen von Ländern, in denen Erste Group tätig ist, könnten verschiedene protektionistische Maßnahmen treffen, um ihre Volkswirtschaften, ihre Währungen oder Steuereinnahmen zu schützen, wie unter anderem:

- Die Konvertierung von Krediten in ausländischer Währung, wie etwa EUR, USD oder CHF, in nationale Währungen mitunter zu fixen Zins- und/oder Wechselkursen unterhalb des Marktwerts zu erzwingen, wie dies zum Beispiel in Ungarn passiert ist, oder die Übernahme von Krediten durch staatlichen Einrichtungen zu zulassen, was zu einer Wertminderung solcher Kredite führen kann;
- die Beschränkungen der Rückführung von Gewinnen in Heimatstaaten (entweder durch die Zahlung von Dividenden an ihre Muttergesellschaften oder in anderer Weise) oder Beschränkungen der Devisenausfuhr;
- die Beschränkung der Höhe der Zinssätze oder Provisionen, die verrechnet werden dürfen oder sonstiger Bedingungen;
- die Untersagung von Auslandsüberweisungen für Kreditinstitute, die staatliche Unterstützung erhalten (z.B. Kredite, die Kreditinstitute von Staaten eingeräumt wurden oder durch staatliche Garantien gedeckt sind);
- die Einführung oder Erhöhung von Bankensteuern oder Gesetzen, die Abgaben auf Finanztransaktionen oder Einkommen aus Bankdienstleistungen erheben, oder die Ausweitung solcher, zuvor vorübergehend, eingeführten Maßnahmen;
- die Verstaatlichung regionaler Kreditinstitute, mit oder ohne Entschädigung, um den Bankensektor und die Wirtschaft zu stabilisieren.

Alle diese oder ähnliche staatliche Handlungen könnten erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, Finanz- und Ertragslage der Erste Group haben.

Die Erste Group könnte negativ durch langsames Wachstum oder Rezession im Bankensektor, in dem die Erste Group tätig ist, sowie langsamere Expansion der Eurozone und der EU beeinflusst werden.

Das Wachstum des Bankensektors in den Ländern, in denen die Erste Group tätig ist, hat im Vergleich zu den Jahren vor 2008 deutlich abgenommen. Während sich die Wirtschaft in den Ländern in Zentral- und Osteuropa, insbesondere in der Tschechischen Republik und in der Slowakei, entwickelt, kann erwartet werden, dass sich das Wachstum im Bankensektor in diesen Regionen weiter verlangsamt. Von den Ländern, in denen die Erste Group wesentliche Geschäftsstellen hat, sind die Tschechische Republik, Ungarn, die Slowakei und Slowenien 2004, Rumänien 2007 und Kroatien im Juli 2013 der EU beigetreten. Das Wirtschaftswachstum in dieser Region könnte in den nächsten Jahren durch die anhaltenden Auswirkungen der letzten Finanzkrise und Rezession wie auch durch die verlangsamte Expansion der Eurozone und der EU und durch zunehmende Einschränkungen des EU Budgets weiter eingeschränkt sein, was zu einer Reduktion diverser Subventionen in CEE Ländern führen kann. Zusätzlich könnten gesetzliche, steuerliche und währungspolitische Regelungen der EU die Möglichkeiten von Ländern, auf wirtschaftliche Rahmenbedingungen zu reagieren, einschränken. Weiters wird erwartet, dass einige dieser Länder ihre Steuern und Abgaben entsprechend der EU Standards erhöhen oder neue Steuern einführen, um die soziale Absicherung Arbeitsloser und anderer, die durch den Wirtschaftsabschwung betroffen sind, zu gewährleisten und um die öffentliche Finanzwirtschaft nachhaltig zu stärken, was ebenso die Wachstumsraten einschränken könnte.

Die Rechtssysteme und Verfahrensgarantien sind in vielen CEE Staaten und besonders in den osteuropäischen Staaten noch nicht voll entwickelt.

In einigen Märkten, in denen die Erste Group tätig ist, sind die Rechts- und Justizsysteme weniger entwickelt als jene von anderen europäischen Staaten. Das Unternehmensrecht, Wettbewerbsrecht, Wertpapierrecht, Gesellschaftsrecht, Insolvenzrecht und andere Rechtsbereiche in diesen Staaten waren und werden weiterhin ständigen Veränderungen unterliegen, weil neue Gesetze verabschiedet werden, um den Anschluss an den Übergang zu einer Marktwirtschaft nicht zu verlieren. In dieser Hinsicht können die Gesetze einiger Rechtsordnungen, in denen die Erste Group tätig ist, nicht so

günstig für die Interessen der Investoren sein wie die Gesetze der westeuropäischen Staaten oder anderer Rechtsordnungen, mit denen potentielle Investoren vertraut sein können. In einigen Staaten, in denen die Erste Group tätig ist, können bestehende Gesetze und Bestimmungen uneinheitlich angewendet werden oder sie können auf eine restriktive und unwirtschaftliche Weise ausgelegt werden. Unter gewissen Umständen ist es vielleicht nicht möglich, in diesen Ländern rechtzeitig Rechtsmittel zu erwirken. Die relativ begrenzte Erfahrung einer erheblichen Anzahl von Richtern und Staatsanwälten, die in diesen Märkten, insbesondere in Hinblick auf Fragen des Wertpapierrechts, tätig sind, und eine Reihe von Fragen in Bezug auf die Unabhängigkeit der Justiz kann zu unbegründeten Entscheidungen oder zu Entscheidungen auf Grundlage von Erwägungen führen, die keine Grundlage im Gesetz finden. Darüber hinaus kann die Klärung von Fällen in den Rechtssystemen einiger Märkte, in denen die Erste Group tätig ist, manchmal zu sehr erheblichen Verzögerungen führen. Dieser Mangel an Rechtssicherheit und die Unfähigkeit, wirksame Rechtsmittel rechtzeitig zu erwirken, kann sich negativ auf das Geschäft der Erste Group auswirken.

In bestimmten CEE Ländern könnte geltendes Insolvenzrecht oder andere Gesetze und Verordnungen betreffend Gläubigerrechte die Möglichkeit der Erste Group, Zahlungen für Kreditausfälle zu erhalten, beschränken.

Gesetze zum Insolvenzrecht und andere Gesetze und Verordnungen betreffend Gläubigerrechte sind in den Ländern in der CEE Region unterschiedlich. In manchen Ländern gewährleisten die Gesetze weit geringeren Gläubigerschutz als die Insolvenzrechtssysteme in Westeuropa. Zusätzlich ist es oft schwierig, sämtliche Vermögensgegenstände eines zahlungsunfähigen Schuldners im CEE Raum aufzufinden. Lokale Mitglieder der Erste Group hatten zeitweise erhebliche Schwierigkeiten, Zahlungen auf Forderungen in Bezug auf Kredite oder diesen zugrundeliegenden Sicherheiten, zu erhalten, die sie an Personen vergeben hatten, die in der Folge Insolvenz angemeldet haben. Im Fall eines weiteren wirtschaftlichen Abschwunges könnten sich diese Probleme infolge von Veränderungen der Gesetze oder Verordnungen, die die Auswirkungen des wirtschaftlichen Abschwunges auf private oder unternehmerische Kreditnehmer beschränken sollen, weiter verschärfen. Falls diese Probleme weiter bestehen oder sich verstärken, könnten sie einen erheblich negativen Einfluss auf die Geschäftstätigkeit, die Vermögens-, Finanz- und Ertragslage der Erste Group haben.

Die Erste Group könnte verpflichtet werden, an staatlichen Förderungsprogrammen für Kreditinstitute teilzunehmen oder diese und andere staatliche Konsolidierungsprogramme, durch Einführung von Bankensteuern oder anderer Abgaben, zu finanzieren.

Falls ein großes Kreditinstitut oder ein anderes Finanzinstitut in Österreich oder in einem CEE Markt, in dem die Erste Group eine maßgebliche Geschäftstätigkeit betreibt, erhebliche Liquiditätsprobleme erleidet oder riskiert, mit seinen Zahlungen in Verzug zu kommen, oder in anderer Weise riskiert, Insolvenz anzumelden, könnte eine Regierung die Erste Group oder ein Mitglied der Erste Group dazu verpflichten, finanzielle Mittel zur Verfügung zu stellen oder andere Garantien zu gewährleisten, um den weiteren Fortbestand einer solchen Institution zu sichern. Das könnte die Erste Group oder eine ihrer Tochtergesellschaften dazu verpflichten, finanzielle Mittel einer solchen Hilfsmaßnahme zuzuführen anstatt diese Mittel dazu zu verwenden, andere Geschäftstätigkeiten weiter voranzutreiben, die wirtschaftlich produktiver wären, was wiederum nachteilige Auswirkungen auf die Geschäftstätigkeit, die Ertrags- und Finanzlage der Erste Group haben könnte.

Für die Einschätzung der mit dem unter dem Programm begebenen Optionsscheine wesentliche Faktoren

Allgemeine Risikofaktoren

Optionsscheine sind besonders risikoreiche Instrumente der Vermögensanlage. Im Vergleich zu anderen Kapitalanlagen ist bei ihnen das Risiko von Verlusten – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten – besonders hoch; Optionsscheine werfen typischerweise keinen laufenden Ertrag ab. Anleger sollten beachten, dass die Ausübung der Optionsscheine nach Maßgabe der Emissionsbezogenen Bedingungen der Endgültigen Bedingungen innerhalb bestimmter Zeiträume oder bei Eintritt bestimmter Bedingungen eingeschränkt oder ausgeschlossen sein kann.

Optionsscheine sind handelbare Wertpapiere, die Anlegern die Möglichkeit bieten, an der Wertentwicklung eines bestimmten Basiswerts zu partizipieren, ohne den Basiswert erwerben zu müssen.

In Optionsscheinen ist das Recht der Optionsscheininhaber auf Zahlung eines Auszahlungsbetrags bei Ausübung des Optionsrechts verbrieft. Im rechtlichen Sinne erwirbt ein Anleger bei Kauf von Optionsscheinen einen Miteigentumsanteil an einer bei einem Wertpapier-Sammelverwahrer hinterlegten Dauer-Inhaber-Sammelurkunde. Die Ausgabe einzelner effektiver Optionsscheine ist hingegen gemäß den Allgemeinen Bedingungen ausgeschlossen.

Die Voraussetzungen für die Zahlung eines Auszahlungsbetrags sind bei Call (auch Long) und Put (auch Short) Optionsscheinen unterschiedlich aus-gestaltet: Während dieses Recht bei Call Optionsscheinen davon abhängt, um welchen Betrag der Referenzpreis, d.h. der maßgebliche Kurs des Basiswerts an dem Finalen Bewertungstag den Basispreis überschreitet, kommt es bei Put Optionsscheinen auf den Betrag an, um den der Referenzpreis den Basispreis am Finalen Bewertungstag unterschreitet. Mit Call bzw. Long Optionsscheinen setzen Anleger daher auf einen Kursanstieg des Basiswerts, bei Put bzw. Short Optionsscheinen hingegen auf einen Kursverlust des Basiswerts. Entsprechend verhält sich grundsätzlich die Entwicklung des Werts der Optionsscheine während der Laufzeit: Ein Call Optionsschein verliert regel-mäßig (unter Nichtberücksichtigung sonstiger für die Preisbildung von Optionsscheinen maßgeblicher Faktoren) dann an Wert, wenn der Kurs des Basiswerts fällt. Umgekehrt gilt für einen Put Optionsschein, dass sein Wert sinkt, wenn der Kurs des Basiswerts steigt.

Das Bezugsverhältnis gibt bei einem Optionsschein an, auf wie viele Einheiten des Basiswerts sich ein Optionsschein bezieht. Das Bezugsverhältnis lässt sich durch eine Dezimalzahl ausdrücken, so dass ein Bezugsverhältnis von z.B. 0,01 angibt, dass sich ein Optionsschein auf ein Hundertstel einer Einheit des Basiswerts bezieht. Die oben beschriebene Differenz zwischen Referenzpreis und Basispreis ist entsprechend bei der Berechnung des Auszahlungsbetrags stets mit dem Bezugsverhältnis zu multiplizieren.

Das Recht zur Ausübung eines Optionsrechts kann verschieden ausgestaltet sein. Bei Optionsscheinen mit europäischer Ausübung wird dieses automatisch am Ende der Laufzeit ausgeübt, falls der Auszahlungsbetrag positiv ist. Folglich ist der für die Bestimmung des Referenzpreises maßgebliche Finale Bewertungstag in den Emissionsbezogenen Bedingungen der Endgültigen Bedingungen festgelegt und eine Ausübung des Optionsrechts während der Laufzeit ausgeschlossen. Bei Optionsscheinen mit amerikanischer Ausübung kann das Optionsrecht an in den Emissionsbezogenen Bedingungen der Endgültigen Bedingungen bestimmten Tagen während der Laufzeit der Optionsscheine ausgeübt werden. In diesem Fall erhält der Anleger die Möglichkeit durch die Wahl eines in den Emissionsbezogenen Bedingungen der Endgültigen Bedingungen definierten Ausübungstermins den für die Bestimmung des Referenzpreises maßgeblichen Finalen Bewertungstag und den Tag der Fälligkeit selbst zu wählen. Anleger sollten in diesem Zusammenhang beachten, dass die Ausübung der Optionsscheine mit amerikanischer Ausübung nach Maßgabe der Emissionsbezogenen Bedingungen in den Endgültigen Bedingungen innerhalb bestimmter Zeiträume oder bei Eintritt bestimmter Bedingungen eingeschränkt oder ausgeschlossen sein kann. Die Ausübung eines Optionsscheins mit amerikanischer Ausübung erfolgt entweder durch Abgabe einer in den Emissionsbezogenen Bedingungen der Endgültigen Bedingungen näher definierten förmlichen Ausübungserklärung, die nach Maßgabe der Emissionsbezogenen Bedingungen der Endgültigen Bedingungen form- und fristgebunden ist. Bei allen Optionsscheinen mit einer festgelegten Laufzeitbegrenzung erfolgt jedoch eine automatische Ausübung der

Optionsscheine am Laufzeitende, ohne dass es einer gesonderten Erklärung des jeweiligen Optionsscheininhabers bedarf, falls der Auszahlungsbetrag positiv ist.

Optionsscheine sind besonders risikoreiche Instrumente der Vermögensanlage. Im Vergleich zu anderen Kapitalanlagen ist bei ihnen das Risiko von Verlusten – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten – besonders hoch.

Ein Optionsschein verkörpert keinen Anspruch auf Zinszahlung oder auf Dividendenzahlung und wirft daher keinen laufenden Ertrag ab. Mögliche Wertverluste des Optionsscheins können daher nicht durch andere Erträge des Optionsscheins kompensiert werden.

Auf Grund des Hebeleffekts sind Optionsscheine, verglichen mit einem Direktinvestment in den Basiswert, mit einem überproportionalen Verlustrisiko verbunden.

Eines der wesentlichen Merkmale der Optionsscheine ist der sogenannte Hebeleffekt: Eine Veränderung des Werts des Basiswerts hat eine überproportionale Veränderung des Werts der Optionsscheine zur Folge. Daher sind mit Optionsscheinen im Vergleich zu einer Direktanlage in den Basiswert überproportionale Verlustrisiken verbunden. Beim Kauf von bestimmten Optionsscheinen ist deshalb zu berücksichtigen, dass je größer der Hebeleffekt der Optionsscheine ist, umso größer ist auch das mit ihnen verbundene Verlustrisiko. Ferner ist zu beachten, dass bei Optionsscheinen mit einer festgelegten Laufzeitbegrenzung der Leverage-Effekt typischerweise zunimmt, je mehr die (Rest-)Laufzeit der Optionsscheine abnimmt.

Die Optionsscheine könnten keine Liquidität aufweisen oder der Markt für solche Optionsschein könnte eingeschränkt sein, wodurch der Wert der Optionsscheine oder die Möglichkeit der Optionsscheininhaber, diese zu veräußern, negativ beeinflusst werden könnte.

Sofern nicht anders von der Emittentin an die Käufer der Optionsscheine mitgeteilt oder soweit die Regelungen einer Börse, an der die Optionsscheine gelistet und zum Handel zugelassen sind, die zur Verfügung Stellung von Liquidität in Bezug auf die Optionsscheine erfordern, können die Optionsscheine keine Liquidität aufweisen oder der Markt für solche Optionsscheine limitiert sein und dadurch den Wert der Optionsscheine oder die Möglichkeit der Optionsscheininhaber diese zu veräußern negativ beeinflussen. Die Emittentin ist nicht verpflichtet, Preise für die Optionsscheine zu stellen oder die Optionsscheine zurück zu kaufen. Sollte die Emittentin Preise für die Optionsscheine stellen, kann sie dies jederzeit, ohne eine Vorabankündigung, wieder einstellen. Käufer der Optionsscheine sollten daher nicht voraussetzen, dass die Optionsscheine während ihrer Laufzeit zu einer bestimmten Zeit und zu einem bestimmten Preis verkauft werden können. Die Emittentin ist nicht verpflichtet, die Quotierung von Geld- oder Briefkursen der Optionsscheine, die für etwaige Käufer der Optionsscheine vorteilhaft wären, vorzunehmen. Auch wenn ein Antrag auf Zulassung zum Handel der unter dem Prospekt emittierten Optionsscheine an einer Börse gestellt wird, gibt es keine Garantie, dass ein solcher Antrag akzeptiert wird und sich ein aktiver Handel entwickelt. Dementsprechend gibt es keine Zusicherung für die Entwicklung oder die Liquidität eines Handelsmarktes für einen bestimmten Optionsschein. Die Emittentin übernimmt keine Verantwortung oder Verpflichtung gegenüber den Käufern der Optionsscheine, dass sich ein Handelsmarkt entwickelt oder dieser liquide ist.

Anleger sollten beachten, dass sowohl Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts als auch Veränderungen des Zeitwerts des Optionsscheins den Wert des Optionsscheins überproportional bis hin zur Wertlosigkeit mindern können.

Optionsscheine können während ihrer Laufzeit börslich oder außerbörslich gehandelt werden. Die Preisbildung von Optionsscheinen orientiert sich aber im Gegensatz zu den meisten anderen Wertpapieren nicht an dem Prinzip von Angebot und Nachfrage, da die Emittentin oder eine dritte Partei in ihrer Funktion als Market-Maker im Sekundärmarkt eigenständig berechnete An- und Verkaufspreise für die Optionsscheine stellen kann (jedoch ohne hierzu, gesetzlich oder anderweitig verpflichtet zu sein). Diese Preisberechnung wird auf der Basis von im Markt üblichen Preisberechnungsmodellen vorgenommen, wobei der Wert von Optionsscheinen grundsätzlich aufgrund von zwei Preiskomponenten (Innerer Wert und Zeitwert).

Der Innere Wert eines Optionsscheins entspricht der mit dem Bezugsverhältnis multiplizierten Differenz zwischen dem jeweils aktuellen Kurs des Basiswerts und dem Basispreis (bei Call bzw. Long Optionsscheinen) bzw. zwischen dem Basispreis und dem jeweils aktuellen Kurs des Basiswerts

(bei Put bzw. Short Optionsscheinen). Der Innere Wert eines Optionsscheins entspricht dem Auszahlungsbetrag, der am Ende der Laufzeit der Optionsscheine an den Anleger ausgezahlt wird. Der Marktpreis eines Optionsscheins spiegelt neben dem Inneren Wert auch den sogenannten "Zeitwert" eines Optionsscheins wider. Die Höhe des Zeitwerts wird wesentlich von der Restlaufzeit des Optionsscheins sowie der impliziten Volatilität des Basiswerts (für die Zukunft erwartete Häufigkeit und Intensität von Kursschwankungen des Basiswerts) sowie von dem Zinsaufschlag der Optionsscheine der Emittentin gegenüber dem risikolosen Zins (Credit Spread) bestimmt. Je länger die verbleibende Zeit bis zum Verfalltag und je höher die Volatilität des Basiswerts, desto höher ist der Zeitwert. Aufgrund einer Veränderung des Zeitwerts eines Optionsscheins kann eine Wertminderung des Optionsscheins daher selbst dann eintreten, wenn der Kurs des Basiswerts und damit der Innere Wert des Optionsscheins konstant bleibt.

Es ist zu beachten, dass sowohl Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts als auch Veränderungen des Zeitwerts des Optionsscheins den Wert des Optionsscheins überproportional bis hin zur Wertlosigkeit mindern können. Anleger sollten nicht darauf vertrauen, dass sich der Preis des Optionsscheins rechtzeitig wieder erholen wird. Investoren tragen das Risiko des teilweisen oder vollständigen Verlusts des gezahlten Kaufpreises einschließlich der aufgewendeten Transaktionskosten. Dieses Risiko besteht unabhängig von der finanziellen Leistungsfähigkeit der Emittentin.

Die Wertentwicklung der Optionsscheine ist an die Wertentwicklung des Basiswerts gekoppelt, welche wiederum durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes, beeinflusst wird -- jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Wert der Optionsscheine negativ beeinflussen.

Die Optionsscheine beziehen sich auf ein oder mehrere Basiswerte. Daher sind Optionsscheininhaber der Wertentwicklung dieses Basiswerts ausgesetzt. Der Kurs bzw. der Preis des Basiswerts kann im Laufe der Zeit unvorhersehbaren Schwankungen unterliegen, wobei die Höhe dieser Schwankungen als "Volatilität" bezeichnet wird. Die Volatilität eines Basiswerts kann durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes beeinflusst werden. Jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Wert der Optionsscheine nachteilig beeinflussen. Aus der Volatilität lässt sich die Richtung des Kurses oder des Preises nicht ableiten, für einen Basiswert mit höherer Volatilität ist es jedoch wahrscheinlicher, dass er öfter und/oder in größerem Ausmaß an Wert zunimmt oder verliert, als ein Basiswert mit geringerer Volatilität.

Die Entwicklung eines Basiswerts in Bezug auf einen bestimmten Optionsschein erfolgt auf "europäischer Basis", d.h. es wird ein Vergleich zwischen dem Kurs des Basiswerts an einem Anfangszeitpunkt und einem späteren Zeitpunkt vorgenommen, um die Wertentwicklung zu bestimmen. Daher profitieren die Erwerber nicht von Anstiegen des Kurses des Basiswerts ab dem Anfangszeitpunkt bis zum, aber nicht einschließlich, festgelegten Tag, an dem der Kurs des Basiswerts für die jeweiligen Optionsscheine festgelegt wird.

Für Information über Risiken im Zusammenhang mit dem jeweiligen Basiswert siehe auch unten im Abschnitt "Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten".

Hat der Basiswert einen Bezug zu Schwellenländern, muss ein Optionsscheininhaber mit erheblichen politischen und wirtschaftlichen Unsicherheiten rechnen, die erheblichen Einfluss auf die Kursentwicklung der Optionsscheine haben können.

Investments in sogenannte Schwellenländer beinhalten neben den allgemeinen mit der Anlage in den jeweiligen Basiswert verbundenen Risiken zusätzliche Risikofaktoren. Hierzu gehören die instabile wirtschaftliche Lage, hohe Inflation, erhöhte Währungsrisiken sowie politische und rechtliche Risiken. Politische und wirtschaftliche Strukturen in den Schwellenländern können beachtlichen Umwälzungen und rapiden Entwicklungen unterliegen, und diesen Ländern kann es, im Vergleich zu weiter entwickelten Ländern, an sozialer, politischer und wirtschaftlicher Stabilität fehlen. Insbesondere besteht ein erhöhtes Risiko der Währungsfuktuation. Die Instabilität dieser Länder kann u.a. durch autoritäre Regierungen oder die Beteiligung des Militärs an politischen und wirtschaftlichen Entscheidungsprozessen verursacht werden. Hierzu gehören auch mit verfassungsfeindlichen Mitteln erzielte oder versuchte Regierungswechsel, Unruhen in der Bevölkerung verbunden mit der

Forderung nach verbesserten politischen, wirtschaftlichen und sozialen Bedingungen, feindliche Beziehungen zu Nachbarländern oder Konflikte aus ethnischen, religiösen oder rassistischen Gründen.

Zudem besteht die Möglichkeit der Restriktionen gegen ausländische Anleger, der Zwangsenteignung von Vermögenswerten, der beschlagnahmenden Besteuerung, der Beschlagnahme oder Verstaatlichung ausländischer Bankguthaben oder anderer Vermögenswerte, der Einrichtung von Devisenkontrollen oder von anderen nachteiligen Entwicklungen, die den Erfolg eines Investments in solchen Ländern beeinträchtigen können. Solche Beeinträchtigungen können unter Umständen für einen längeren Zeitraum, d.h. Monaten oder auch Jahre, andauern. Jede dieser Beeinträchtigungen kann eine so genannte Marktstörung im Hinblick auf die Optionsscheine zur Folge haben, unter anderem mit der Folge, dass in diesem Zeitraum keine Preise für die von der Marktstörung betroffenen Optionsscheine gestellt werden.

Die geringe Größe und mangelnde Erfahrung auf den Wertpapiermärkten in bestimmten Ländern und das begrenzte Handelsvolumen mit Wertpapieren kann dazu führen, dass ein zu Grunde liegender Basiswert illiquide bzw. deutlich volatiler ist als Basiswerte in besser etablierten Märkten. Es ist möglich, dass kaum Finanz- oder Bilanzinformationen zu den Emittenten vor Ort zur Verfügung stehen und es kann dementsprechend schwierig sein, den Wert bzw. die Aussichten der zu Grunde liegenden Basiswerte zu bewerten.

Sofern der Basiswert der Optionsscheine in lokaler Währung notiert, also nicht gegenüber dem Euro gesichert ist, besteht zudem ein erhöhtes Währungsrisiko. Die Währungswechselkurse in Schwellenländern unterliegen erfahrungsgemäß besonders hohen Schwankungen. Dies kann dazu führen, dass sich der Wert des Produkts erheblich negativ entwickelt, obwohl der Wert des Basiswerts während der Laufzeit des Produkts im Wesentlichen unverändert geblieben ist oder sich sogar positiv entwickelt hat. Hierdurch kann ein Teil oder auch die gesamte Kursentwicklung des Basiswerts durch Währungsverluste aufgezehrt werden und sogar eine negative Kursentwicklung eintreten.

Falls Auszahlungen auf die Optionsscheine in einer Währung vorgenommen werden, die sich von der Währung des Basiswerts unterscheidet und solche Wertpapiere keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko des Optionsscheininhabers auch von der Entwicklung der Referenzwährung des Basiswerts gegenüber der Währung der Optionsscheine ab, welche nicht vorhersehbar ist. Ein Währungsrisiko für den Optionsscheininhaber besteht auch dann, wenn das Konto des Optionsscheininhabers, dem der Auszahlungsbetrag gutgeschrieben wird, in einer von der Währung des Optionsscheins abweichenden Währung geführt wird.

Falls Auszahlungen auf die Optionsscheine in einer Währung (der sogenannten "Auszahlungswährung") vorgenommen werden, die sich von der Währung des Basiswerts (der sogenannten "Referenzwährung") unterscheidet und solche Wertpapiere keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko des Optionsscheininhabers nicht allein von der Entwicklung des Basiswerts ab, sondern auch von der Entwicklung der Referenzwährung, welche nicht vorhersehbar ist. Optionsscheininhaber sollten beachten, dass Währungswechselkurse hoch volatil sind, dies immer schon waren und von Angebots- und Nachfragefaktoren auf den internationalen Devisenmärkten bestimmt werden, welche wiederum von volkswirtschaftlichen Faktoren wie zum Beispiel unterschiedlichen Inflationsraten der betroffenen Länder, Zinsunterschiede der jeweiligen Länder, wirtschaftliche Prognosen, Währungskonvertibilität und Sicherheit für Finanzinvestments in die betroffene Währung, internationale politische Faktoren oder Spekulationen und Maßnahmen von Regierungen und Zentralbanken (zum Beispiel währungspolitische Kontrollen oder Steuern, einführen neuer Währungen um derzeitige Währungen abzulösen, Veränderung des Wechselkurses oder Wechseleigenschaften durch Abwertung oder Neubewertung einer Währung oder Einführung von Devisenkontrollen in Bezug auf den Austausch oder die Übertragung von einer bestimmten Währung, dass sich auf die Wechselkurse auswirken würde, sowie der Verfügbarkeit einer bestimmten Währung) beeinflusst werden. Wechselkursschwankungen zwischen der heimischen Währung eines Erwerbers und der Auszahlungswährung, d.h. der jeweiligen Währung, auf die der Auszahlungsbetrag der Wertpapiere lautet, kann sich auf Erwerber auswirken, die Gewinne oder Verluste durch Ausübung oder dem Verkauf von Optionsscheinen in ihre Heimatwährung konvertieren möchten.

Wenn ein Basiswert nicht in der Auszahlungswährung bestimmt wird und zur gleichen Zeit nur die Wertentwicklung des Basiswerts in der Referenzwährung für die Auszahlung der Wertpapiere relevant ist, werden diese Wertpapiere als währungsgeschützt oder Wertpapiere mit einer "Quanto" Funktion bezeichnet. Falls diese Funktion zur Anwendung kommt, hängt die Rendite der Optionsscheine nur

von der Entwicklung des Basiswerts (in der jeweiligen Referenzwährung) ab und jede Bewegung des Wechselkurses zwischen der Referenzwährung und der Auszahlungswährung wird nicht berücksichtigt. Dementsprechend bedeutet die Anwendung einer "Quanto" Funktion, dass die Käufer solcher Optionsscheine nicht den Vorteil der Bewegungen im Wechselkurs zwischen der Referenzwährung und der Auszahlungswährung haben, die sonst, ohne die Anwendung einer solchen "Quanto" Funktion, den Preis der Optionsscheine oder des zu zahlenden Auszahlungsbetrags am Ende der Laufzeit erhöhen würde. Darüber hinaus können Bewegungen in dem relevanten Wechselkurs indirekt Einfluss auf den Preis des Basiswerts haben, was wiederum einen negativen Einfluss auf die Rendite der Wertpapiere haben kann.

Ein Währungsrisiko besteht auch dann, wenn das Konto des Optionsscheininhabers, dem ein geschuldeter Auszahlungsbetrag gutgeschrieben werden soll, in einer von der Auszahlungswährung des Optionsscheins abweichenden Währung geführt wird und eine Umrechnung des maßgeblichen Betrags in die jeweilige Währung des Kontos stattfindet. Im Fall einer ungünstigen Entwicklung des maßgeblichen Wechselkurses vermindert sich der überwiesene Betrag entsprechend.

Optionsscheininhaber sollte bewusst sein, dass sie eventuell nicht in der Lage sein werden, sich gegen Risiken aus den Optionsscheinen abzusichern.

Optionsscheininhaber können nicht darauf vertrauen, dass sie während der Laufzeit der Optionsscheine Geschäfte abschließen können, durch die sie ihre anfänglichen Risiken ausschließen oder einschränken können; dies hängt von den Marktverhältnissen und den jeweils zugrundeliegenden Bedingungen ab. Unter Umständen können solche Geschäfte nur zu einem für den Optionsscheininhaber ungünstigen Marktpreis getätigt werden, so dass für ihn ein entsprechender Verlust entsteht.

Eine Kreditfinanzierung des Erwerbs von Optionsscheinen erhöht die maximal mögliche Höhe eines Verlusts erheblich.

Wenn Optionsscheininhaber den Erwerb von Optionsscheinen mit Kredit finanzieren, müssen sie beim Nichteintritt ihrer Erwartungen nicht nur den eingetretenen Verlust hinnehmen, sondern auch den Kredit verzinsen und zurückzahlen. Dadurch erhöht sich das Verlustrisiko der Optionsscheininhaber erheblich. Optionsscheininhaber sollten daher nicht darauf setzen, den Kredit aus Erträgen eines Optionsscheins verzinsen oder zurückzahlen zu können. Vielmehr müssen sie vorher ihre wirtschaftlichen Verhältnisse dahingehend prüfen, ob sie zur Verzinsung und gegebenenfalls kurzfristigen Tilgung des Kredits auch dann in der Lage sind, wenn statt der erwarteten Erträge Verluste eintreten.

Absicherungsgeschäfte der Emittentin können den Wert der Optionsscheine beeinflussen.

Die Emittentin kann während der Laufzeit der Optionsscheine zu einem beliebigen Zeitpunkt auf einem Markt oder durch jedes andere öffentliche oder nicht-öffentliche Geschäft Optionsscheine kaufen oder verkaufen. Die Emittentin handelt die Optionsscheine und Basiswerte im Rahmen ihrer üblichen Geschäftstätigkeit und sichert sich teilweise oder vollständig gegen finanzielle Risiken, die mit den Optionsscheinen verbunden sind, durch den Abschluss von Absicherungsverträgen bezüglich dieser Basiswerte ab.

Absicherungsaktivitäten der Emittentin können sowohl den Kurs der Basiswerte auf dem Markt als auch den Wert der Optionsscheine und/oder den von den Optionsscheininhabern zu erhaltenden Rückzahlungsbetrag beeinflussen. Ein solches Geschäft kann bestimmte gemäß den Optionsscheinbedingungen relevante Kursschwellen (z.B. die Knock-Out Barriere) auslösen, die den Preis der Optionsscheine für den Optionsscheininhaber nachteilig beeinflussen können.

Die Emittentin ist nicht dazu verpflichtet, die Optionsscheininhaber über derartige Verkäufe oder Käufe oder andere Ereignisse (zum Beispiel den Abschluss von Absicherungsverträgen), die Einfluss auf die Entwicklung des Werts der Optionsscheine und/oder die Basiswerte haben können, zu informieren, es sei denn, gesetzliche Regelungen machen dies erforderlich. Es ist daher erforderlich, dass sich die Optionsscheininhaber selbständig über die Entwicklung des Werts der Optionsscheine und der Basiswerte informieren.

Nebenkosten auf gegebenenfalls zu erwartende Erträge verringern den Gewinn der Optionsscheininhaber.

Gebühren und andere Transaktionskosten, die beim Kauf oder Verkauf von Optionsscheinen anfallen, vermindern die Chancen der Optionsscheininhaber, mit dem Erwerb des Optionsscheins einen Gewinn zu erzielen. Bei einem niedrigeren Anlagebetrag fallen feste Kosten stärker ins Gewicht. Anleger sollten sich deshalb bereits vor Erwerb eines Optionsscheins über alle beim Kauf oder Verkauf des Optionsscheins anfallenden Kosten informieren.

Optionsscheininhaber sind dem Risiko einer falschen Einschätzung der Liquidität der Optionsscheine aufgrund des Emissionsvolumens ausgesetzt.

Die in den anwendbaren Endgültigen Bedingungen angegebene Angebotsgröße entspricht dem Maximalbetrag der angebotenen Optionsscheine, lässt aber keinen Rückschluss auf das Volumen der jeweiligen, effektiv emittierten und bei einem Zentralverwahrer hinterlegten, Optionsscheine zu. Dieses Volumen richtet sich nach den Marktverhältnissen und kann sich während der Laufzeit der Optionsscheine verändern. Optionsscheininhaber sollten daher beachten, dass auf Grundlage der in den anwendbaren Endgültigen Bedingungen angegebenen Angebotsgröße keine Rückschlüsse auf die Liquidität der Optionsscheine im Sekundärmarkt möglich sind.

Marktstörungen, Anpassungsmaßnahmen und Kündigungsrechte können negative Auswirkungen auf die Rechte der Optionsscheininhaber haben.

Das Eintreten oder Vorliegen von Marktstörungen wird nach Maßgabe der Optionsscheinbedingungen festgestellt. Marktstörungen können den Wert der Optionsscheine beeinflussen und die Rückzahlung der Optionsscheine verzögern.

Anpassungsmaßnahmen werden nach Maßgabe der Optionsscheinbedingungen vorgenommen. Im Fall von Anpassungsmaßnahmen bezüglich des Basiswerts kann nicht ausgeschlossen werden, dass sich die einer Anpassungsmaßnahme zugrundeliegenden Einschätzungen im Nachhinein als unzutreffend erweisen und sich die Anpassungsmaßnahme später als für den Optionsscheininhaber unvorteilhaft herausstellt und der Optionsscheininhaber durch die Anpassungsmaßnahme wirtschaftlich schlechter gestellt wird, als er vor einer Anpassungsmaßnahme stand oder durch eine andere Anpassungsmaßnahme stehen würde.

Der Emittentin kann darüber hinaus im Fall des Vorliegens von bestimmten Umständen ein Recht zur außerordentlichen Kündigung zustehen. Im Falle der Ausübung des Kündigungsrechts wird die Emittentin die Optionsscheine zu einem nach billigem Ermessen bestimmten angemessenen Marktpreis zurückzahlen. Im Fall einer außerordentlichen Kündigung besteht kein Anspruch auf Zahlung eines für das ordentliche Laufzeitende auf Basis einer Rückzahlungsformel zu berechnenden Betrags oder eines festgelegten unbedingten Mindestbetrags. Der Kündigungsbetrag kann null betragen. Es besteht in diesem Fall ein Wiederanlagerisiko, das heißt ein Risiko, dass der Optionsscheininhaber die vorzeitig zurückerhaltenen Mittel nur zu verschlechterten Konditionen wieder anlegen kann. Sofern in den Optionsscheinbedingungen vorgesehen, hat die Emittentin ein Recht zur ordentlichen Kündigung. Auch in diesem Fall besteht ein Wiederanlagerisiko des Optionsscheininhabers.

Bei der Bestimmung des angemessenen Marktpreises im Fall einer außerordentlichen Kündigung kann die Berechnungsstelle verschiedene Marktfaktoren berücksichtigen. Grundsätzlich zählen dazu unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin, berechnet anhand der am Markt quotierten Credit Spreads oder der Renditen hinreichend liquide gehandelter Anleihen zum Zeitpunkt der Bestimmung des Kündigungsbetrags. Bei Optionsscheinen mit Laufzeitbegrenzung und Aktien als Basiswert ist zu beachten, dass im Fall einer Kündigung in Folge eines Übernahmeangebots bei der Bestimmung des Kündigungsbetrags, entsprechend dem üblichen Verfahren an Terminbörsen zur Bestimmung des theoretischen fairen Werts, sofern die Gegenleistung ausschließlich oder überwiegend in Bar erfolgt, der Kurs des Basiswerts nach Bekanntgabe des Übernahmeangebots zugrunde gelegt werden kann, wobei jedoch insbesondere auch die Dividendenerwartungen und die durchschnittliche implizite Volatilität der vergangenen zehn Handelstage vor Bekanntgabe des Übernahmeangebots berücksichtigt werden (sog. "**Fair Value Methode**"). Die Fair Value Methode dient dazu, dass der Restzeitwert der zugrundeliegenden Option berücksichtigt wird.

Weitere Informationen zu Risiken im Zusammenhang mit einem außerordentlichen und ordentlichen Kündigungsrecht der Emittentin finden sich auch im Abschnitt "Risikofaktoren in Bezug auf bestimmte Arten von Optionsscheinen" dieser Risikofaktoren.

Berichtigungen, Änderungen oder Ergänzungen der Optionsscheinbedingungen können nachteilig für Optionsscheininhaber sein.

Anleger sollten beachten, dass die Emittentin in bestimmten Fällen berechtigt ist, Bestimmungen in den Optionsscheinbedingungen zu berichtigen, zu ändern oder zu ergänzen, wobei die Berichtigung, Änderung oder Ergänzung einer Bestimmung in den Optionsscheinbedingungen gegebenenfalls für den Anleger nachteilig gegenüber der ursprünglich verbrieften Bestimmung sein kann, d.h. gegebenenfalls auch Informationen oder Bestimmungen von der Berichtigung, Änderung oder Ergänzung betroffen sind, welche zu den wertbestimmenden Faktoren der Optionsscheine zählen.

Sofern durch die Berichtigung, Änderung oder Ergänzung der Bestimmung der Inhalt oder Umfang der Leistungspflichten der Emittentin in einer für den Anleger nicht vorhersehbaren, für ihn nachteiligen Weise geändert wird, ist der Anleger berechtigt, die Optionsscheine innerhalb einer bestimmten Frist zu kündigen. Der Anleger hat kein Kündigungsrecht, wenn die Berichtigung, Änderung oder Ergänzung für ihn vorhersehbar oder für ihn nicht nachteilig ist.

Sofern eine Berichtigung, Änderung oder Ergänzung nicht in Betracht kommt, ist die Emittentin berechtigt, die Optionsscheine unverzüglich zu kündigen, sofern die Voraussetzungen für eine Anfechtung i.S.d. § 871 des österreichischen Allgemeinen Bürgerlichen Gesetzbuchs gegenüber den Optionsscheininhabern vorliegen. Den einzelnen Optionsscheininhabern steht unter diesen Voraussetzungen ebenfalls ein Kündigungsrecht zu. Der im Fall einer Kündigung zu zahlende Kündigungsbetrag entspricht grundsätzlich dem Marktpreis eines Optionsscheins, hängt aber von bestimmten weiteren Regelungen zu seiner Bestimmung ab. Um die Auswirkungen etwaiger Kursschwankungen unmittelbar vor dem Kündigungstermin auf die Festsetzung des Kündigungsbetrags zu verringern, entspricht der Marktpreis grundsätzlich dem arithmetischen Mittel der Kassakurse, die an einer bestimmten Anzahl von Bankgeschäftstagen, die dem Kündigungstermin unmittelbar vorangegangen sind, an der Wertpapierbörse, an der die Optionsscheine gelistet werden, veröffentlicht wurden. Die Durchschnittsbildung ist für den Optionsscheininhaber dann nachteilig, wenn der Kassakurs am Bankgeschäftstag vor dem Kündigungstermin höher ist als das arithmetische Mittel. Der Anleger hat weiters die Möglichkeit, von der Emittentin unter bestimmten Voraussetzungen zusätzlich die Differenz zwischen dem von dem Anleger bei Erwerb der Optionsscheine gezahlten Kaufpreis und einem niedrigeren Marktpreis zu verlangen, soweit dies vom Optionsscheininhaber nachgewiesen wird. Des Weiteren sollten Anleger beachten, dass sie im Fall einer Kündigung das Wiederanlagerisiko tragen.

Änderungen der Steuergesetze können die Optionsscheininhaber negativ beeinflussen.

Steuergesetze und ihre Anwendung unterliegen Änderungen, möglicherweise auch mit rückwirkender Wirkung, und dies könnte den Wert der Optionsscheine für den Käufer und/oder den Marktpreis der Optionsscheine nachteilig beeinflussen. Jede derartige Veränderung kann (i) die steuerliche Behandlung der jeweiligen Optionsscheine, von welcher der Erwerber zum Zeitpunkt des Erwerbs ausgegangen ist, verändern; oder (ii) bewirken, dass die Angaben in diesem Prospekt betreffend die jeweiligen Steuergesetze und ihre Anwendung in Bezug auf die Optionsscheine unter dem Prospekt, in einigen oder allen Aspekten zu bestimmten Optionsscheinen unrichtig oder unanwendbar werden oder den Effekt haben, dass der Prospekt keine wesentlichen steuerrechtlichen Erwägungen in Bezug auf bestimmte Optionsscheine enthält. Potentielle Erwerber von Optionsscheinen sollten bezüglich der steuerlichen Auswirkungen des Haltens von jeglichen Optionsscheinen und von jeglichem Rechtsgeschäft in Verbindung mit jeglichem Optionsschein ihre eigenen Steuerberater in den jeweiligen Jurisdiktionen konsultieren.

Optionsscheine sind möglicherweise nicht geeignet, um Risiken abzusichern.

Anleger in Optionsscheinen sollten sich nicht auf die Möglichkeit verlassen, dass sie Risiken, die mit anderen Wertpapierpositionen verbunden sind, durch den Erwerb der Optionsscheine ausschließen oder begrenzen können; Risiken, die mit diesen anderen Wertpapieren verbunden sind, können den Marktbedingungen und den Bedingungen, die auf sie Anwendung finden, unterliegen. Unter bestimmten Voraussetzungen können derartige Geschäfte nur zu einem ungünstigen Marktpreis getätigt werden, so dass dem Anleger in Optionsscheinen ein finanzieller Verlust entsteht.

Es besteht das Risiko, dass der Handel mit den Optionsscheinen oder den Basiswerten ausgesetzt, unterbrochen oder beendet wird.

Sofern die Optionsscheine an einem (oder mehreren) Märkten (welche reguliert oder unreguliert sein können) gelistet sind, kann die Zulassung dieser Optionsscheine – in Abhängigkeit zu den auf diese Börse anwendbaren Regeln – durch die jeweilige Börse oder eine zuständige Regulierungsbehörde bei Vorliegen verschiedener Gründe, einschließlich der Verletzung von Preisgrenzen, Verstoß gegen gesetzliche Regelungen, Eintreten von Betriebsstörungen an der Börse oder allgemein, falls es für erforderlich gehalten wird, um die Funktionsfähigkeit des Marktes zu sichern oder die Interessen der Anleger zu wahren, entweder auf Beschluss der Börse, einer Regulierungsbehörde oder auf Ersuchen der Emittentin, ausgesetzt oder unterbrochen werden. Sofern der Handel in einem Basiswert ausgesetzt, unterbrochen oder beendet wird, wird der Handel mit den entsprechenden Optionsscheinen ebenfalls ausgesetzt, unterbrochen oder beendet und gewöhnlich werden bestehende Aufträge zum Verkauf oder Kauf annulliert. Anleger sollten beachten, dass die Emittentin keinen Einfluss auf Aussetzungen oder Unterbrechungen des Handels hat (ausgenommen Fälle, in denen der Handel mit den Optionsscheinen durch Entscheidung der Emittentin beendet wurde) und dass Anleger in jedem Fall das hiermit verbunden Risiko tragen. Insbesondere kann es sein, dass Anleger ihre Optionsscheine nicht verkaufen können, sofern der Handel ausgesetzt, unterbrochen oder beendet wird, und dass die Börsenkurse dieser Optionsscheine künstliche oder falsche Preise dieser Optionsscheine abbilden. Schließlich, selbst wenn der Handel mit Optionsscheinen oder Basiswerten ausgesetzt, unterbrochen oder beendet wird, sollten Anleger auch beachten, dass derartige Maßnahmen weder ausreichend noch angemessen noch rechtzeitig sein können, um Kursstörungen zu verhindern oder die Interessen der Anleger zu sichern; beispielsweise kann, wenn der Handel mit Optionsscheinen, nachdem preissensitive Informationen bezüglich dieser Optionsscheine veröffentlicht wurden, ausgesetzt wird, der Preis dieser Optionsscheine bereits nachteilig beeinträchtigt worden sein. Alle diese Risiken hätten, im Falle ihres Eintretens, einen erheblichen nachteiligen Effekt für die Anleger.

Auf Grund zukünftiger Geldentwertung (Inflation) kann sich die tatsächliche Rendite einer Anlage verringern.

Inflationsrisiken beschreiben die Möglichkeit, dass der Wert der Vermögenswerte wie der Optionsscheine oder Erträge hieraus sinken, weil Inflation die Kaufkraft einer Währung verringert. Die Inflation bewirkt eine Wertminderung der Rendite.

Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.

Die Optionsscheine werden durch verschiedene Clearing-Systeme, wie zum Beispiel die OeKB CSD, erworben und verkauft. Die Emittentin übernimmt keine Verantwortung dafür, dass die Optionsscheine tatsächlich auf das Wertpapierportfolio des Anlegers übertragen werden. Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.

Emissionsratings/Kreditratings/Ratings spiegeln möglicherweise nicht alle Risiken wider.

Eine oder mehrere unabhängige Kreditratingagenturen könnte ein Emissionsrating der Optionsscheine vergeben. Das Rating spiegelt vielleicht nicht alle Auswirkungen der Risiken im Hinblick auf Struktur, Markt, zusätzlicher Faktoren wie oben ausgeführt und anderer Faktoren, welche den Wert der Optionsscheine beeinflussen könnten, wider. Ein Kreditrating ist keine Empfehlung zum Kauf, Verkauf oder Halten von Wertpapieren und kann jederzeit von der Ratingagentur abgeändert oder entzogen werden.

Rechtliche Erwägungen im Zusammenhang mit der Anlageentscheidung können Veranlagungsmöglichkeiten einschränken.

Die Investitionstätigkeiten bestimmter Anleger unterliegen Gesetzen und Bestimmungen für Investitionen oder der Prüfung oder Regulierung durch bestimmte Behörden. Jeder potentielle Anleger sollte seine Rechtsberater konsultieren, um festzustellen, ob und in welchem Umfang (i) die Optionsscheine für ihn ein rechtlich zulässiges Investment darstellen, (ii) die Optionsscheine als Sicherheit für verschiedenen Arten von Kreditaufnahmen verwendet werden können und (iii) andere Beschränkungen für den Erwerb oder die Verpfändung jedweder Optionsscheine Anwendung finden. Finanzinstitute sollten ihre Rechtsberater oder die zuständigen Regulierungsbehörden konsultieren,

um die sachgemäße Behandlung der Optionsscheine unter allen anwendbaren risikoorientierten Kapitalanforderungen oder ähnlichen Regeln festzustellen.

Weiters können Anleger unter Umständen aufgrund bestimmter Haftungsausschlüsse oder Haftungseinschränkungen der Emittentin oder anderer Parteien (z.B. der Berechnungsstelle, der Zahlstelle etc.) für fahrlässige Handlungen oder Unterlassungen in Verbindung mit den Optionsscheinen (oder Berechnungen hiervon) enthalten, die dazu führen können, dass die Anleger für ihnen entstandene Schäden keine (oder nur eine teilweise) Entschädigung geltend machen können. Anleger sollten sich daher selbst über diese Haftungsausschlüsse und Haftungseinschränkungen informieren und überlegen, ob diese für sie akzeptabel sind.

Ein österreichisches Gericht kann einen Treuhänder (*Kurator*) für die Optionsscheine ernennen, der die Rechte und Interessen der Optionsscheininhaber in deren Namen ausübt und wahrnimmt, wodurch die Möglichkeit der Optionsscheininhaber zur individuellen Geltendmachung ihrer Rechte aus den Optionsscheinen eingeschränkt werden kann.

Gemäß dem österreichischen Kuratorengesetz kann auf Verlangen eines Beteiligten (z.B. eines Optionsscheininhabers) oder auf Veranlassung des zuständigen Gerichts von einem österreichischen Gericht einen Treuhänder (*Kurator*) ernannt werden, der die gemeinsamen Interessen der Optionsscheininhaber in Bezug auf alle Angelegenheiten, die ihre gemeinsamen Rechte berühren, vertritt. Dies ist insbesondere möglich, wenn ein Insolvenzverfahren gegen die Emittentin eingeleitet wird, in Zusammenhang mit Änderungen der Bedingungen der Optionsscheine oder Änderungen in Bezug auf die Emittentin oder in ähnlichen Fällen. Wenn ein Kurator ernannt wird, dann übt er die gemeinsamen Rechte aller Optionsscheininhaber aus und vertritt die Interessen aller Optionsscheininhaber und kann in ihrem Namen Erklärungen abgeben, die für alle Optionsscheininhaber bindend sind. In Fällen, in denen ein Kurator die Interessen der Optionsscheininhaber vertritt und die Rechte der Optionsscheininhaber ausübt, kann dies zu einer Kollision mit den Interessen oder einer sonstigen Benachteiligung der Interessen einzelner oder aller Optionsscheininhaber führen.

Risiko im Zusammenhang mit ausschüttungsgleichen Zahlungen (*Dividend Equivalent Payments*)

Das US-Finanzministerium (*U.S. Treasury Department*) hat gemäß § 871 (m) des US-Bundessteuergesetzes (*U.S. Internal Revenue Code*) (der "**Kodex**") Regelungen verabschiedet, die eine US-Bundesquellenbesteuerung von bis zu 30 % auf "Ausschüttungsgleiche" Zahlungen hinsichtlich bestimmter von Nicht-US-Inhabern gehaltener Finanzinstrumente, die sich auf US-Unternehmen beziehen, nach sich ziehen. Diese Quellenbesteuerung wird jedoch auf Finanzinstrumente, welche vor dem 1.1.2017 emittiert wurden (der "**Bestandsschutztermin**" (*Grandfather Date*)) keine Anwendung finden. Dementsprechend ist davon auszugehen, dass Nicht-US-Inhaber von Optionsscheinen, die vor dem Bestandsschutztermin begeben wurden, nicht von der Steuer gemäß § 871 (m) des Kodex betroffen sein werden. Es gibt jedoch bestimmte Umstände, nach denen die Optionsscheine als nach dem Bestandsschutztermin erneut ausgegeben gelten könnten, wodurch Zahlungen auf Optionsscheine, die direkt oder indirekt auf US-Unternehmen bezogen sind, der Steuer gemäß § 871 (m) des Kodex unterliegen können. Falls die Emittentin oder ein Abzugsverpflichteter (*withholding agent*) feststellt, dass ein Einbehalt notwendig ist, sind weder die Emittentin noch ein Abzugsverpflichteter zur Zahlung von zusätzlichen Beträgen auf die einbehaltenen Beträge verpflichtet, so dass der Anleger – im Fall der Anwendbarkeit dieser Quellensteuer – einen geringeren Betrag erhält als den, den er andernfalls erhalten hätte. Es ist zu beachten, dass gemäß einem Rundschreiben IV B 5 – S 1301-USA/07/10005 vom 23.12.2016 des deutschen Bundesfinanzministeriums in Bezug auf ausschüttungsgleiche Zahlungen gemäß § 871 (m) des Kodex US-Quellensteuer auf dividendenäquivalente Zahlungen auf die deutsche Einkommensteuer eines Anlegers nicht anrechenbar ist. Unterbleibt eine Anrechnung, könnte es zu einer Doppelbesteuerung beim Anleger kommen. Darüber hinaus, könnte US-Quellensteuer auf dividendenäquivalente Zahlungen auf die österreichische Einkommensteuer eines Anlegers nicht angerechnet werden, sodass es zu einer Doppelbesteuerung beim Anleger kommen könnte.

Die Optionsscheine können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Optionsscheininhaber einen Teil oder die Gesamtheit ihrer Anlage in die Optionsscheine verlieren können (gesetzliche Verlustbeteiligung).

Ziel des SRM ist es, den relevanten Abwicklungsbehörden einheitliche und wirksame Instrumente und Befugnisse an die Hand zu geben, um Bankenkrise durch Präventivmaßnahmen abzuwenden, die Finanzstabilität zu erhalten und das Risiko, dass der Steuerzahler für Insolvenzverluste aufkommen muss, so gering wie möglich zu halten.

Diese Abwicklungsbehörden erhalten die Befugnis zur Herabschreibung und Umwandlung, die vor oder bei Eintritt der Abwicklung angewendet werden können, um sicherzustellen, dass unter anderem die relevanten Kapitalinstrumente zum Zeitpunkt der Nicht-Tragfähigkeit (wie unten definiert) des emittierenden Instituts und/oder der Gruppe vollständig Verluste absorbieren. Die relevante Abwicklungsbehörde kann auch das Instrument der Gläubigerbeteiligung (*bail-in tool*) in der Abwicklung mit dem Ziel anwenden, die Eigenmittel des maßgeblichen Instituts wieder herzustellen, um es in die Lage zu versetzen, sein Geschäft auf einer going-concern Basis weiterzuführen. Dementsprechend können die Abwicklungsbehörden verpflichtet werden anzuordnen, solche Kapitalinstrumente dauerhaft abzuschreiben oder sie zur Gänze in Posten des harten Kernkapitals (*Common Equity Tier 1 items* – "**CET 1**") (z.B. Stammaktien oder andere Beteiligungsinstrumente) umzuwandeln, und zwar zum Zeitpunkt der Nicht-Tragfähigkeit und bevor eine Abwicklungsmaßnahme mit Ausnahme des Instruments der Gläubigerbeteiligung ergriffen wurde (*statutory loss absorption* – gesetzliche Verlustbeteiligung). Die Abwicklungsbehörden sollen die Herabschreibung oder Umwandlung in Bezug auf die gesetzliche Verlustbeteiligung derart ausüben, dass (i) CET 1 zuerst proportional zu den relevanten Verlusten abgeschrieben werden; und (ii) danach, sofern CET 1 nicht ausreichend vorhanden ist, um die Verluste abzudecken, der Nennwert der Instrumente des zusätzlichen Kernkapitals (*Additional Tier 1 instruments* – "**AT1**") zu reduzieren oder umzuwandeln ist, um die relevanten Verluste abzudecken und die Gesellschaft zu rekapitalisieren; und (iii) danach, sofern CET 1 und AT 1 nicht ausreichend vorhanden ist, der Nennwert an Instrumenten des Ergänzungskapitals (*Tier 2 instruments* – "**Tier 2**") zu reduzieren oder umzuwandeln ist; und im Falle eines Instruments der Gläubigerbeteiligung ebenfalls (iv) danach, wenn CET 1, AT 1 und Tier 2 nicht ausreichend vorhanden ist, um die Verluste abzudecken und die Gesellschaft zu rekapitalisieren, andere nachrangige Schuldverschreibungen (gemäß der Hierarchie der Forderungen in gewöhnlichen Insolvenzverfahren); und (v) falls immer noch nicht ausreichend, die übrigen Verbindlichkeiten einschließlich bestimmter nicht-nachrangiger Verbindlichkeiten (wie die Optionsscheine) (gemäß der Hierarchie der Forderungen in gewöhnlichen Insolvenzverfahren) dauerhaft auf null reduziert oder umgewandelt werden. Wenn das Instrument der Gläubigerbeteiligung angewendet wird, um das Kapital des Instituts wieder herzustellen, erfolgt die Herabschreibung oder Umwandlung von Schuldtitel in CET 1 in derselben Reihenfolge.

Für die Zwecke der gesetzlichen Verlustbeteiligung ist der "Zeitpunkt der Nicht-Tragfähigkeit" der Zeitpunkt, an dem die folgenden Voraussetzungen erfüllt sind:

1. Die zuständige Behörde oder die Abwicklungsbehörde stellt fest, dass die Institution die Voraussetzungen für die Abwicklung nicht erfüllt bzw voraussichtlich nicht erfüllen wird, dh:
 - (a) die Voraussetzungen für eine Konzessionsrücknahme liegen vor oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird, beispielsweise (aber nicht abschließend) aufgrund der Tatsache, dass das Institut Verluste erlitten hat oder voraussichtlich erleiden wird, durch die seine gesamten Eigenmittel oder ein wesentlicher Teil seiner Eigenmittel aufgebraucht wird;
 - (b) die Vermögenswerte des Instituts unterschreiten die Höhe seiner Verbindlichkeiten oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird;
 - (c) das Institut ist nicht in der Lage, seine Schulden oder sonstigen Verbindlichkeiten bei Fälligkeit zu begleichen oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird;

- (d) eine außerordentliche finanzielle Unterstützung aus öffentlichen Mitteln wird benötigt, es sei denn, die außerordentliche finanzielle Unterstützung aus öffentlichen Mitteln erfolgt in bestimmten Formen zur Abwendung einer schweren Störung der Volkswirtschaft und zur Wahrung der Finanzstabilität; und
2. unter Berücksichtigung zeitlicher Zwänge und anderer relevanter Umstände besteht nach vernünftigem Ermessen keine Aussicht, dass der Ausfall des Instituts innerhalb eines angemessenen Zeitrahmens durch alternative Maßnahmen der Privatwirtschaft, darunter Maßnahmen im Rahmen von institutsbezogenen Sicherungssystemen, oder anderer Aufsichtsmaßnahmen, darunter Frühinterventionsmaßnahmen oder die Herabschreibung oder Umwandlung von relevanten Kapitalinstrumenten, die in Bezug auf das Institut getroffen werden, abgewendet werden kann; und
 3. im Fall der Anwendung des Instruments der Gläubigerbeteiligung, Abwicklungsmaßnahmen sind im öffentlichen Interesse erforderlich; oder
 4. im Fall der Ausübung der Befugnisse zur Herabschreibung oder Umwandlung von Kapitalinstrumenten, eine Gruppe sollte als ausfallend oder wahrscheinlich ausfallend betrachtet werden, wenn die Gruppe gegen ihre konsolidierten Aufsichtsanforderungen in einer Weise verstößt bzw wenn objektive Anhaltspunkte vorliegen, die eine Feststellung stützen, dass die Gruppe in naher Zukunft gegen ihre konsolidierten Aufsichtsanforderungen in einer Weise verstoßen wird, die ein Eingreifen durch die zuständige Behörde rechtfertigen würde, einschließlich, aber nicht eingeschränkt auf Grund der Tatsache, dass die Gruppe Verluste erlitten hat oder voraussichtlich erleiden wird, durch die ihre gesamten Eigenmittel oder ein wesentlicher Teil ihrer Eigenmittel aufgebraucht werden.

Die gesamte oder teilweise Herabschreibung oder Umwandlung des Nominalbetrages von Instrumenten, einschließlich etwaiger unter nachrangigen Schuldverschreibungen angefallener, aber noch nicht ausgezahlter Zinsen, gemäß dem Instrument der Gläubigerbeteiligung oder dem Herabschreibungs- und Umwandlungsbefugnissen keinen Ausfall nach den Bestimmungen des relevanten Kapitalinstruments dar. Dementsprechend wären sämtliche so abgeschriebenen Beträge unwiderruflich verloren und die aus solchen Kapitalinstrumenten resultierenden Rechte der Gläubiger wären erloschen, unabhängig davon, ob die finanzielle Lage des Kreditinstituts wiederhergestellt wird oder nicht.

Folglich können die Optionsscheine Gegenstand der Herabschreibungen oder der Umwandlung in CET 1 im Falle des maßgeblichen Auslösungsereignisses sein, wodurch Optionsscheininhaber ihr Investment in die Optionsscheine ganz oder teilweise verlieren könnten. Die Anwendung einer solchen Befugnis ist höchst unvorhersehbar und bereits die Erwägung oder der Vorschlag einer solchen Befugnis könnten den Marktpreis der Optionsscheine wesentlich nachteilig beeinflussen.

Neben den oben dargestellten Abwicklungsinstrumenten und -befugnissen könnte die Emittentin auch Gegenstand nationaler Insolvenzverfahren sein.

Die Emittentin könnte Abwicklungsbefugnissen unterliegen, die auch negative Auswirkungen auf die Optionsscheine haben könnten.

Unter der Voraussetzung, dass die Emittentin die anwendbaren Bedingungen für die Abwicklung erfüllt, hat die Abwicklungsbehörde bestimmte Abwicklungsbefugnisse, die sie im Rahmen oder zur Vorbereitung der Anwendung eines Abwicklungsinstruments einzeln oder in Kombination ausüben kann. Diese Abwicklungsbefugnisse umfassen insbesondere:

- die Befugnis, Rechte, Vermögenswerte und Verbindlichkeiten der Emittentin auf ein anderes Unternehmen zu übertragen;
- die Befugnis, den Nennwert oder ausstehenden Restbetrag berücksichtigungsfähiger Verbindlichkeiten der Emittentin herabzusetzen, einschließlich ihn auf Null herabzusetzen;
- die Befugnis, berücksichtigungsfähige Verbindlichkeiten der Emittentin in Stammanteile oder andere Eigentumstitel der Emittentin, eines relevanten Mutterinstituts oder eines Brückeninstituts, auf das Vermögenswerte, Rechte oder Verbindlichkeiten der Emittentin übertragen werden, umzuwandeln;

- die Befugnis, die von der Emittentin ausgegebenen Schuldtitel zu löschen;
- die Befugnis, von der Emittentin oder einem relevanten Mutterinstitut die Ausgabe neuer Anteile, anderer Eigentumstitel oder anderer Kapitalinstrumente, einschließlich Vorzugsaktien und anderer bedingt wandelbarer Instrumente zu verlangen; und/oder
- die Befugnis, die Fälligkeit der von der Emittentin ausgegebenen Schuldtitel und anderen berücksichtigungsfähigen Verbindlichkeiten oder den aufgrund der entsprechenden Schuldtitel und anderen berücksichtigungsfähigen Verbindlichkeiten zahlbaren Zinsbetrag oder den Zeitpunkt, zu dem die Zinsen zu zahlen sind, zu ändern, und zwar auch durch eine zeitlich befristete Aussetzung der Zahlungen.

Die Ausübung einer dieser Abwicklungsbefugnisse könnte negative Auswirkungen auf die Emittentin und/oder die Optionsscheine haben.

Der Emittentin ist nicht untersagt, weitere Schuldtitel zu begeben oder weitere Verbindlichkeiten aufzunehmen.

Die Emissionsbedingungen der Optionsscheine sehen keine Beschränkungen hinsichtlich des Schuldenbetrages vor, den die Emittentin begeben, aufnehmen und/oder garantieren darf. Außerdem ist die Emittentin nicht verpflichtet, die Optionsscheininhaber über die Ausgabe bzw Aufnahme weiterer Schuldtitel oder die Garantieleistung für weitere Schuldtitel zu informieren. Die Ausgabe bzw Aufnahme von weiteren Schulden oder die Garantieleistung für weitere Schulden könnte negative Auswirkungen auf den Marktpreis der Optionsscheine und auf die Fähigkeit der Emittentin, alle Verpflichtungen im Zusammenhang mit den ausgegebenen Optionsscheinen zu erfüllen, haben und auch den Betrag, der bei Insolvenz der Emittentin für Optionsscheininhaber erzielbar ist, reduzieren. Falls sich die finanzielle Situation der Emittentin verschlechtern würde, könnten die Optionsscheininhaber die direkten und wesentlich nachteiligen Konsequenzen tragen, einschließlich im Fall der Liquidation der Emittentin den Verlust ihrer gesamten Investition. All diese Faktoren könnten negative Auswirkungen auf die Optionsscheininhaber haben.

Im Fall einer Insolvenz der Emittentin haben Einlagen einen höheren Rang als die Ansprüche der Gläubiger im Zusammenhang mit den Optionsscheinen.

Gemäß § 131 BaSAG, welcher Artikel 108 BRRD in Österreich umsetzt, ist in Insolvenzverfahren, die in Bezug auf die Emittentin eröffnet wurden, die folgende Insolvenzzrangfolge für Einlagen anwendbar:

- (a) Die folgenden Forderungen haben denselben Rang, welcher höher ist als der Rang von Forderungen von gewöhnlichen nicht abgesicherten und nicht bevorzugten Gläubigern: (i) der Teil erstattungsfähiger Einlagen von natürlichen Personen, Kleinstunternehmen und kleinen und mittleren Unternehmen, der die in Artikel 6 DGSD festgelegte Deckungssumme überschreitet; und (ii) Einlagen, die als erstattungsfähige Einlagen von natürlichen Personen, Kleinstunternehmen und kleinen und mittleren Unternehmen gelten würden, wenn sie nicht auf Zweigstellen von Instituten mit Sitz in der EU zurückgehen würden, die sich außerhalb der EU befinden.
- (b) Die folgenden Forderungen haben denselben Rang, der höher als der Rang in Punkt (a) oben ist: (i) gedeckte Einlagen; und (ii) Einlagensicherungssysteme, die im Fall der Insolvenz in die Rechte und Pflichten der gedeckten Einleger eintreten.

Daher sollten Optionsscheininhaber beachten, dass im Fall von Insolvenzverfahren, die in Bezug auf die Emittentin eröffnet wurden, und in allen vergleichbaren Verfahren (so wie Abwicklungsverfahren gemäß dem BaSAG) ihre Ansprüche nachrangig zu den oben in den Punkten (a) und (b) angegebenen Ansprüchen sein werden, und dass sie daher nur Zahlung auf ihre Ansprüche erhalten werden, wenn und soweit die oben in den Punkten (a) und (b) angegebenen Ansprüche vollständig beglichen wurden.

Risikofaktoren in Bezug auf bestimmte Arten von Optionsscheinen

Produkt Nr. 1: Besondere Risiken in Verbindung mit Put/Call Optionsscheinen

Risiko des Totalverlusts

Anleger in Call Optionsscheine tragen das Risiko, dass der Call Optionsschein wertlos verfällt, wenn der Referenzpreis auf oder unter dem Basispreis liegt.

Anleger in Put Optionsscheine tragen das Risiko, dass der Put Optionsschein wertlos verfällt, wenn der Referenzpreis auf oder über dem Basispreis liegt.

Daher besteht bei beiden Typen von Optionsscheinen ein Verlustrisiko – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten.

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin

Im Fall von Optionsscheinen mit einer festgelegten Laufzeitbegrenzung (Closed End) ist die Laufzeit der Optionsscheine der Zeitraum vom Ersten Valutatag bis zum Finalen Bewertungstag der Optionsscheine. Der Auszahlungsbetrag der Optionsscheine wird an einem bestimmten, in den Optionsscheinbedingungen definierten Tag durch die Emittentin ausgezahlt. Sofern die Ausübung der Optionsscheine amerikanisch ausgestaltet ist, können die Optionsscheine während ihrer Laufzeit durch die Optionsscheininhaber ausgeübt werden. Jedoch werden alle Optionsscheine am Ende der Laufzeit automatisch ausgeübt. Anleger sollten beachten, dass die Emittentin gemäß den Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Bei einer kurzfristigen Ausübung des Kündigungsrechts durch die Emittentin, hat der Optionsscheininhaber unter Umständen keine Möglichkeit mehr, sein Optionsrecht auszuüben.

Produkt Nr. 2: Besondere Risiken in Verbindung mit Closed End Turbo Long und Closed End Turbo Short

Risiko des Totalverlusts im Fall des Eintritts eines Knock-Out Ereignis

Anleger in Turbos, tragen das Risiko, dass die Turbos während der Laufzeit wertlos verfallen, sofern ein sog. Knock-Out Ereignis eingetreten ist.

Knock-Out Ereignis tritt ein, falls ein in den Optionsscheinbedingungen definiertes Ereignis eintritt, das sich auf den Kursverlauf des Basiswerts im Vergleich zu einer definierten Kurs- oder Wertschwelle (die sogenannte "Knock-Out Barriere") bezieht. Im Falle des Eintritts eines solchen Knock-Out Ereignisses ist die Laufzeit der Turbos automatisch beendet, das Optionsrecht bzw. das Recht auf Zahlung eines Auszahlungsbetrags erlischt automatisch und die Turbos verfallen und werden zum Knock-Out Auszahlungsbetrag zurückgezahlt, der auch null betragen kann. Anleger sollten in diesem Zusammenhang beachten, dass der Preis der Turbos sich bei einer Annäherung des Kurses des Basiswerts an die Knock-Out Barriere im Vergleich zu klassischen Optionsscheinen überproportional vermindert.

Optionsscheininhaber können nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsscheine jederzeit oder überhaupt verkaufen können. Anleger sollten in diesem Zusammenhang beachten, dass die Emittentin gegenüber den Optionsscheininhabern weder eine Verpflichtung zur Stellung von An- und Verkaufspreisen für die Turbos übernimmt, noch rechtlich oder anderweitig zur Stellung von An- und Verkaufspreisen für die Turbos verpflichtet ist.

Bei Optionsscheinen mit amerikanischer Ausübung können Anleger nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsrechte jederzeit ausüben können. Selbst bei Erfüllung sämtlicher sonstiger, in den Optionsscheinbedingungen festgelegter Ausübungsvoraussetzungen ist eine Ausübung an dem Tag ausgeschlossen, an dem ein Knock-Out Ereignis eintritt. Sämtliche abgegebenen, aber noch nicht vollzogenen Ausübungserklärungen werden mit Eintreten eines Knock-Out Ereignisses automatisch unwirksam.

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin

Im Fall von Optionsscheinen mit einer festgelegten Laufzeitbegrenzung (Closed End) ist die Laufzeit der Optionsscheine der Zeitraum vom Ersten Valutatag bis zum Finalen Bewertungstag der Optionsscheine. Der Auszahlungsbetrag der Optionsscheine wird an einem bestimmten, in den Optionsscheinbedingungen definierten Tag durch die Emittentin ausgezahlt. Sofern die Ausübung der Optionsscheine amerikanisch ausgestaltet ist, können die Optionsscheine, vorbehaltlich des Eintretens eines laufzeitbeendenden Ereignisses (z.B. Knock-Out Ereignis), während ihrer Laufzeit durch die Optionsscheininhaber ausgeübt werden. Jedoch werden alle Optionsscheine am Ende der Laufzeit automatisch ausgeübt. Anleger sollten beachten, dass die Emittentin gemäß den

Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Bei einer kurzfristigen Ausübung des Kündigungsrechts durch die Emittentin, hat der Optionsscheininhaber unter Umständen keine Möglichkeit mehr, sein Optionsrecht auszuüben.

Preisbeeinflussende Faktoren während der Laufzeit der Closed End Turbos

Der Preis der Turbos während der Laufzeit hängt insbesondere von dem Kurs des Basiswerts während der Laufzeit ab. Grundsätzlich gilt, dass der Preis der Turbos sinkt, wenn der Kurs des Basiswerts sinkt (Turbo Long) bzw. steigt (Turbo Short). Ein Absinken oder Ansteigen des Kurses des Basiswerts hat im Vergleich zu Put/Call Optionsscheinen in der Regel einen überproportional höheren Effekt auf den Preis der Turbos.

Neben dem Kurs des Basiswerts hängt der Preis des Optionsscheins auch von der Volatilität des Basiswerts, den Leihkosten der Emittentin, dem Zinsniveau und gegebenenfalls den Dividendenerwartungen ab.

Produkt Nr. 3: Besondere Risiken in Verbindung mit Open End Turbo Long und Open End Turbo Short

Risikofaktoren in Bezug auf die Laufzeit der Optionsscheine bzw. die Kündigungsmöglichkeit der Emittentin

Bei Turbos mit einer unbeschränkten Laufzeit sind die Optionsscheine nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (Open End). Die Laufzeit der Optionsscheine beginnt am Ersten Valutatag und endet entweder (i) mit Eintritt eines in den Optionsscheinbedingungen definierten laufzeitbeendenden Ereignisses (z.B. Knock-Out Ereignis) oder (ii) durch Ausübung durch den Optionsscheininhaber oder (iii) durch Kündigung der Optionsscheine durch die Emittentin gemäß den Optionsscheinbedingungen. Anleger sollten beachten, dass die Emittentin gemäß den Optionsscheinbedingungen berechtigt ist, die Optionsscheine außerordentlich zu kündigen, beispielsweise bei Störungen im Handel in dem Basiswert bzw. in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) oder bei Vorliegen eines Weiteren Störungsereignisses. Darüber hinaus ist die Emittentin berechtigt, die Optionsscheine durch Bekanntmachung gemäß den Optionsscheinbedingungen ordentlich zu kündigen.

Anleger sollten beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausüben kann und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des Kündigungsrechts kann an jedem Tag stattfinden.

Anleger sollten deshalb nicht darauf vertrauen, eine Position in den Optionsscheinen über einen längeren Zeitraum halten zu können.

Risiko des Totalverlusts im Fall des Eintretens eines Knock-Out Ereignis

Anleger in Open End Turbos, tragen das Risiko, dass die Open End Turbo Optionsscheine während der Laufzeit wertlos verfallen, sofern ein sog. Knock-Out Ereignis eingetreten ist

Knock-Out Ereignis tritt ein, falls ein in den Optionsscheinbedingungen definiertes Ereignis eintritt, das sich auf den Kursverlauf des Basiswerts im Vergleich zu einer definierten Kurs- oder Wertschwelle (die sogenannte "Knock-Out Barriere") bezieht. Im Falle des Eintritts eines solchen Knock-Out Ereignisses ist die Laufzeit der Turbos automatisch beendet, das Optionsrecht bzw. das Recht auf Zahlung eines Auszahlungsbetrags erlischt automatisch und die Open End Turbos verfallen und werden zum Knock-Out Auszahlungsbetrag zurückgezahlt, der auch null betragen kann. Anleger sollten in diesem Zusammenhang beachten, dass der Wert der Open End Turbos sich bei einer Annäherung des Kurses des Basiswerts an die Knock-Out Barriere im Vergleich zu klassischen Optionsscheinen überproportional vermindert.

Es ist zu beachten, dass sich bei Open End Turbo Long durch die wiederkehrende Anpassung der Knock-Out Barriere bei gleichbleibendem Kurs des Basiswerts die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses erhöht. Bei Open End Turbo Short erhöht sich durch die wiederkehrende Anpassung der Knock-Out Barriere bei gleichbleibendem Kurs des Basiswerts die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses, wenn die Refinanzierungsrate unter den Neuanpassungsfaktor fällt. Je länger ein Anleger in diesen Fällen die Open End Turbos hält, desto

höher ist das Risiko des Verlusts des eingesetzten Kapitals. Bei Open End Turbos auf Währungs-Wechselkurse erhöht sich das Risiko des Eintritt eines Knock-Out Ereignisses, sofern sich die Differenz zwischen dem Refinanzierungsrate und der Fremdwährungsrefinanzierungsrate vergrößert (Open End Turbo Long) bzw. verringert (Open End Turbo Short). Bei Open End Turbos auf Futures Kontrakte besteht die Besonderheit, dass ein Knock-Out Ereignis alleine aufgrund von Rollvorgängen eintreten kann. Die wiederkehrende Anpassung der Knock-Out Barriere erfolgt auf Basis des jeweils Aktuellen Basispreises. Eine Anpassung des Basispreises erfolgt auch an jedem Dividentag. Im Rahmen dieser Anpassung des Basispreises werden etwaige Dividendenzahlungen bzw. Dividenden gleichstehende Barausschüttungen (unter Berücksichtigung des Dividendenfaktors) berücksichtigt. Bei Open End Turbo Long bezogen auf Performanceindizes steigt dadurch der Aktuelle Basispreis und in der Folge auch die Knock-Out Barriere, wodurch sich die Wahrscheinlichkeit des Eintritts eines Knock-Out Ereignisses erhöht. Dies wirkt sich umso stärker aus, je höher die Dividenden bzw. je höher die Dividendenbesteuerung ist.

Anleger können nicht darauf vertrauen, dass sie vor dem Eintreten eines Knock-Out-Ereignisses ihre Optionsscheine jederzeit oder überhaupt verkaufen können.

Anleger sollten in diesem Zusammenhang beachten, dass die Emittentin gegenüber den Optionsscheininhabern weder eine Verpflichtung zur Stellung von An- und Verkaufspreisen für die Open End Turbos übernimmt noch rechtlich oder anderweitig verpflichtet ist An- und Verkaufspreisen für die Open End Turbos zu stellen. Selbst bei Erfüllung sämtlicher sonstiger, in den Optionsscheinbedingungen festgelegter Ausübungsvoraussetzungen ist eine Ausübung an dem Tag ausgeschlossen, an dem ein Knock-Out Ereignis eintritt. Sämtliche abgegebenen, aber noch nicht vollzogenen Ausübungserklärungen werden mit Eintreten des Knock-Out Ereignisses automatisch unwirksam.

Rendite- und Wiederanlagerisiko bei ordentlicher Kündigung durch die Emittentin

Optionsscheininhaber sollten beachten, dass die Laufzeit der Open End Optionsscheine grundsätzlich unbegrenzt ist. Die Laufzeit der Open End Optionsscheine kann jedoch durch eine ordentliche Kündigung der Emittentin entsprechend den Optionsscheinbedingungen beendet werden. In diesen Fällen trägt der Optionsscheininhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Open End Optionsscheine aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung durch die Emittentin zu berücksichtigen, dass der Optionsscheininhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass der Optionsscheininhaber den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Open End Optionsscheins vorlagen.

Preisbeeinflussende Faktoren während der Laufzeit der Open End Turbos

Der Preis der Open End Turbos während der Laufzeit hängt insbesondere von dem Kurs des Basiswerts während der Laufzeit ab. Grundsätzlich gilt, dass der Preis der Open End Turbos sinkt, wenn der Kurs des Basiswerts sinkt (Open End Turbo Long) bzw. steigt (Open End Turbo Short). Ein Absinken oder Ansteigen des Kurses des Basiswerts hat in der Regel einen überproportional höheren Effekt auf den Preis der Open End Turbos.

Die Ausstattungsmerkmale Basispreis und Knock-Out Barriere werden bei Open End Turbos mindestens einmal pro Woche angepasst. Durch diese Anpassungen kann sich der Preis der Open End Turbos unabhängig von der Entwicklung des Basiswerts vermindern, d.h. der Preis des Open End Turbos ist beispielsweise auch von dem Zinsniveau und gegebenenfalls von etwaigen Dividenden bzw. von der Dividendenbesteuerung abhängig. Darüber hinaus hat auch die Volatilität des Basiswerts Einfluss auf die Preisbildung der Open End Turbos. Je höher die Volatilität, desto höher ist das Risiko, dass ein Knock-out Ereignis eintritt, so dass eine erhöhte Volatilität einen negativen Einfluss auf den Wert der Open End Turbos haben kann.

Risiko im Hinblick auf Open End Turbos auf Futures Kontrakte mit Transaktionsgebühr

Im Fall von Open End Turbos auf Futures Kontrakte können zusätzlich zur Deckung der durch den Rollover entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Optionsscheine, wenn die Transaktionsgebühr größer als null (0) ist. Zu berücksichtigen ist weiterhin,

dass die Transaktionsgebühr sowohl im Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt und damit bei der Ermittlung des angepassten Bezugsverhältnisses zweimal zu berücksichtigen ist.

Produkt Nr. 4: Besondere Risiken in Verbindung mit Zinscap Optionsscheinen

Risiko ausbleibender Zahlungen

Anleger in Zinscap-Optionsscheinen tragen das Risiko, dass aus den Zinscap-Optionsscheinen an einem oder mehreren Rückzahlungstagen keine Auszahlungen eines Auszahlungsbetrages erfolgen, wenn die Differenz zwischen der Kursreferenz und dem am jeweiligen Zinsfestsetzungstag festgestellten Basiszinssatz (bzw., falls in den jeweiligen Endgültigen Bedingungen vorgesehen, dem Basiszinssatz, der der jeweiligen Berechnungsperiode zugeordnet ist) entweder null (0) oder negativ ist. Daher besteht ein Verlustrisiko – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten

Der Preis der Zinscap-Optionsscheine während der Laufzeit hängt insbesondere vom Kurs des Basiswerts während der Laufzeit, insbesondere an den Zinsfestsetzungstagen, ab. Grundsätzlich gilt, dass der Preis der Zinscap Optionsscheine sinkt, wenn der Kurs des Basiswerts sinkt.

Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten

Je nachdem welcher Basiswert bzw. welche Basiswerte den Optionsscheinen zugrunde liegen, sind die Anleger weiteren Risiken ausgesetzt, welche sich aus der Art des Basiswerts und der Verhaltensweise von dessen Marktpreisen ergeben, da der Auszahlungsbetrag den ein Anleger erhält, von der Wertentwicklung des Basiswerts abhängt. Die in diesem Programm vorgesehenen Basiswerte unterscheiden sich signifikant in ihrer typischen Preisvolatilität. Anleger sollten nur dann in Optionsscheine investieren, sofern sie mit dem maßgeblichen Basiswert vertraut sind und ein umfassendes Verständnis bezüglich der Art des Basiswerts als solchem, dem Markt sowie sonstigen Regelungen des maßgeblichen Basiswerts haben, da dies erforderlich ist, um die mit den Optionsscheinen verbundenen Risiken zu verstehen; sofern ein solches Verständnis fehlt, kann dies wesentliche nachteilige Auswirkungen für den jeweiligen Anleger haben und dazu führen, dass der Investor sein eingesetztes Kapital ganz oder teilweise verliert.

Risikofaktoren in Verbindung mit Indizes als Basiswert

Faktoren, die sich ungünstig auf die Wertentwicklung des Index auswirken, beeinträchtigen auch den Wert und den Auszahlungsbetrag der Optionsscheine

Bei auf Indizes bezogenen Optionsscheinen hängt die Höhe des Auszahlungsbetrags von der Wertentwicklung des Index ab. Risiken des Index sind damit auch Risiken der Optionsscheine. Die Wertentwicklung des Index hängt wiederum von den einzelnen Indexbestandteilen ab, aus denen sich der jeweilige Index zusammensetzt. Aktienindizes bestehen aus einem synthetischen Aktienportfolio und als solchem hängt die Entwicklung eines Index sowohl von den dem Index zugrundeliegenden makroökonomischen Faktoren, wie zum Beispiel Zinsen und Preisniveaus an den Kapitalmärkten, Währungsentwicklungen, politische Faktoren, als auch unternehmensspezifischen Faktoren, wie die Ertragslage, Marktposition, Risikolage, Zusammensetzung der Aktionärsstruktur und Ausschüttungspolitik, ab. Während der Laufzeit kann der Marktpreis der Optionsscheine jedoch auch von der Wertentwicklung des Index bzw. der Indexbestandteile abweichen, da weitere Faktoren zum Beispiel die Korrelationen, die Volatilitäten und das Zinsniveau Einfluss auf die Preisentwicklung der Optionsscheine haben können. Im Fall von Performanceindizes kann auch die Wiederanlage von Dividendenzahlungen in Bezug auf die Indexbestandteile Einfluss auf die Preisentwicklung der Optionsscheine haben.

Die Emittentin hat keinerlei Einfluss auf die Existenz, Zusammensetzung und die Berechnung eines Index

Es ist zu beachten, dass der Index-Sponsor eines Index Bestandteile dieses Index hinzufügen, löschen oder austauschen kann oder methodologische Änderungen vornehmen kann, die die Gewichtung einer oder mehrerer Bestandteile verändern können. Die Veränderung von Bestandteilen eines Index kann die Gewichtung dieses Index beeinflussen, da sich ein neu hinzugefügtes Unternehmen erheblich schlechter oder besser als das ersetzte Unternehmen entwickeln kann,

wodurch wiederum die Zahlungen der Emittentin an die Käufer der Optionsscheine beeinflusst werden können. Der Index-Sponsor eines solchen Index kann auch die Berechnung oder Verbreitung dieses Index ändern, einstellen oder aussetzen. Der Index-Sponsor eines Index ist an dem Angebot und Verkauf der Optionsscheine nicht beteiligt und hat keine Verpflichtung gegenüber den Käufern dieser Optionsscheine. Der Index-Sponsor eines Index kann Handlungen in Bezug auf diesen Index ohne Rücksicht auf die Interessen der Käufer der Optionsscheine vornehmen und jede dieser Handlungen kann den Marktpreis der Optionsscheine nachteilig beeinträchtigen.

Sich auf einen Kurs-Index beziehende Optionsscheine berücksichtigen keine Dividenden und sonstige Ausschüttungen, welche in Bezug auf die Indexbestandteile gezahlt werden, da diese nicht in dem Kurs eines solchen Index reflektiert werden

Die für die Zusammensetzung und Berechnung des jeweiligen zugrundeliegenden Index anwendbaren Regeln können vorschreiben, dass die auf seine Bestandteile ausgeschütteten Dividenden nicht zu einem Anstieg des Indexstands führen, beispielsweise wenn es sich um einen "Preis" Index handelt, was zu einem Rückgang des Indexstands führen kann, obgleich alle anderen Umstände unverändert bleiben. Daher partizipieren die Käufer von Optionsscheinen in den Fällen, in denen der Basiswert zu diesem Typ von Index gehört, nicht an Dividenden oder anderen Ausschüttungen, die auf die im Index enthaltenen Bestandteile gezahlt werden. Selbst wenn die Regeln des jeweiligen zugrundeliegenden Index es vorsehen, dass ausgeschüttete Dividenden oder andere Ausschüttungen aus den Bestandteilen in den Index reinvestiert und daher zu einem Anstieg seiner der Gewichtung führen, kann es unter bestimmten Umständen vorkommen, dass Dividenden oder andere Ausschüttungen nicht vollständig in diesen Index reinvestiert werden.

Der Index-Sponsor tätigt keine den Wert des Index beeinflussenden Aktivitäten und gibt keine Anlageempfehlungen in Bezug auf den Index

Der Index-Sponsor oder Lizenzgeber tätigt keine Verkäufe und führt keine Förderungs- oder Werbeaktivitäten für die Optionsscheine durch. Er erteilt keine Anlageempfehlungen für die Optionsscheine. Insbesondere wird der Index bestimmt, zusammengesetzt und berechnet durch den Index-Sponsor oder Lizenzgeber ohne Rücksicht auf die Emittentin und die Optionsscheine.

Der Index-Sponsor eines Index ist an dem Angebot und Verkauf der Optionsscheine nicht beteiligt und hat keine Verpflichtung gegenüber den Käufern dieser Optionsscheine. Der Index-Sponsor eines Index kann Handlungen in Bezug auf diesen Index ohne Rücksicht auf die Interessen der Käufer der Optionsscheine vornehmen und jede dieser Handlungen kann den Marktpreis der Optionsscheine nachteilig beeinträchtigen.

Weder der Index-Sponsor noch der Lizenzgeber übernehmen die Verantwortung oder Haftung für die Vermarktung bzw. den Handel der Optionsscheine.

Die Wertpapierinhaber haben keine Ansprüche in Bezug auf die dem Index zugrunde liegenden Indexbestandteile

Auch wenn die Höhe der auf die Optionsscheine zu leistende Zahlung ganz maßgeblich von der Wertentwicklung des zugrunde liegenden Index abhängt, begründen die Optionsscheine keine Rückgriffsrechte gegenüber den Emittenten der dem Index zugrundeliegenden Aktien.

Risikofaktoren in Verbindung mit Aktien als Basiswert

Faktoren, die sich ungünstig auf die Wertentwicklung der Aktien auswirken, beeinträchtigen auch den Wert und den Auszahlungsbetrag der Optionsscheine

Maßgebend für die Entwicklung des Preises der Optionsscheine ist die Entwicklung des Aktienkurses. Die Entwicklung des Aktienkurses lässt sich nicht vorhersagen und wird beeinflusst durch makroökonomische Faktoren, wie z.B. des Zinssatzes oder des Kursniveaus an den Kapitalmärkten, Währungsentwicklungen, politischen Gegebenheiten, wie auch durch unternehmensspezifische Faktoren wie z.B. Ertragslage, Marktposition, Risikosituation, Aktionärsstruktur und Ausschüttungspolitik.

Sich auf Aktien beziehende Optionsscheine berücksichtigen insbesondere keine Dividenden und sonstige Ausschüttungen, welche in Bezug auf die Aktien gezahlt werden

Erwerber der Optionsscheine erhalten keine Dividenden oder sonstigen Ausschüttungen, die auf, als Basiswert dienende, Aktien gezahlt werden. Die Rendite aus den Optionsscheinen wird daher nicht der Rendite entsprechen, den ein Erwerber erzielt hätte, wenn er oder sie die Aktien tatsächlich

besessen hätte und Dividenden auf sie erhalten hätte. Ebenso stehen den Optionsscheininhabern keine Stimmrechte in Bezug auf die Aktie zu.

Maßnahmen des Emittenten einer Aktie können sich nachteilig auf die Optionsscheine auswirken

Der Emittent einer Aktie wirkt bei einem Angebot und Verkauf der Optionsscheine nicht mit und hat keine Verpflichtungen gegenüber den Optionsscheininhabern. Der Emittent einer Aktie kann jede Maßnahme im Hinblick auf diese Aktie ohne Rücksicht auf die Interessen der Optionsscheininhaber vornehmen. Jede dieser Handlungen kann sich nachteilig auf den Marktpreis der Optionsscheine bzw. den Ertrag aus den Optionsscheinen auswirken.

Optionsscheininhaber haben keine Ansprüche gegenüber der Aktienemittentin

Auch wenn die Rückzahlung der Optionsscheine ganz maßgeblich von der Wertentwicklung der zugrundeliegenden Aktie abhängt, begründen die Optionsscheine keinerlei Rückgriffsrechte oder sonstige Ansprüche gegenüber der Emittentin der den Optionsscheinen zugrunde liegenden Aktien.

Risikofaktoren in Verbindung mit Währungs-Wechselkursen als Basiswert

Währungs-Wechselkurse geben das Wertverhältnis einer bestimmten Währung zu einer anderen Währung an. Im internationalen Devisenhandel, in dem eine bestimmte Währung gegen eine andere gehandelt wird, bezeichnet man die Währung, die gehandelt wird, als "Handelswährung", während die Währung, die den Preis für die Handelswährung angibt, als "Referenzwährung" bezeichnet wird. Beispielfähig bedeutet daher der Wechselkurs "EUR/USD 1,1406", dass für den Kauf von einem Euro (= Handelswährung) 1,1406 USD (= Referenzwährung) zu zahlen sind. Ein Anstieg dieses Wechselkurses bedeutet daher einen Anstieg des Euro gegenüber dem US-Dollar. Umgekehrt bedeutet der Wechselkurs "USD/EUR 0,8766", dass für den Kauf von einem US-Dollar 0,8766 EUR zu zahlen sind. Ein Anstieg dieses Wechselkurses bedeutet daher einen Anstieg des US-Dollar gegenüber dem Euro.

Die Entwicklung von Wechselkursen unterliegt dem Angebot und der Nachfrage nach Währungen an internationalen Devisenmärkten, die von wirtschaftlichen Faktoren abhängen, einschließlich der Inflationsraten der jeweiligen Länder, Zinsdifferenzen zum Ausland, der Einschätzung der jeweiligen Konjunktorentwicklung, der weltpolitische Situation, der Konvertierbarkeit einer Währung in eine andere, der Sicherheit von Geldanlagen in der jeweiligen Währung, Spekulationen und der von Regierungen und Zentralbanken ergriffenen Maßnahmen. Derartige Maßnahmen beinhalten unter anderem, aber nicht abschließend, die Auferlegung regulatorischer Kontrollen oder Steuern, die Ausgabe neuer Währungen, um eine bestehende Währung zu ersetzen, Veränderungen des Wechselkurses oder der Währungseigenschaften durch Abwertung oder Aufwertung einer Währung oder die Auferlegung von Devisenkontrollen in Bezug auf Umtausch oder Transferierung einer bestimmten Währung, die sowohl die Wechselkurse als auch die Verfügbarkeit einer bestimmten Währung beeinflussen können.

Als Kurse für die Währungs-Wechselkurse können Werte von unterschiedlichen Quellen herangezogen werden. Einerseits können diese Währungswechselkurspreise sein, die im sogenannten Interbankenhandel zustande kommen, da der Großteil des internationalen Devisenhandels zwischen Großbanken abgewickelt wird. Solche Werte werden auf Seiten von anerkannten Wirtschaftsinformationsdiensten (wie z.B. Reuters oder Bloomberg) veröffentlicht. Andererseits können als Kurs für die Währungs-Wechselkurse auch bestimmte amtliche, von Zentralbanken (wie z.B. der Europäischen Zentralbank) festgestellte Währungswechselkurse herangezogen werden. Darüber hinaus ist es möglich, dass der Kurs bestimmter Währungswechselkurspaare gegebenenfalls nicht in geeigneter Form an einem Referenzmarkt abrufbar ist. Bei diesen Währungs-Wechselkursen wird der Kurs deshalb von der Berechnungsstelle mittelbar über zwei Währungswechselkurspaare, die jeweils eine Währung des den Optionsscheinen zugrunde liegenden Währungswechselkurspaares und zusätzlich eine gemeinsame Auszahlungswährung beinhalten, ermittelt. Die Ermittlung des Kurses des den Optionsscheinen zugrundeliegenden Währungswechselkurses erfolgt durch Gegenrechnung dieser beiden Währungswechselkurse.

Risikofaktoren in Verbindung mit Zinssätzen als Basiswert

Die Entwicklung des jeweiligen Zinssatzes ist zum Zeitpunkt der Emission nicht vorhersehbar und hängt von einer Vielzahl von Faktoren ab, u.a. von Angebots- und Nachfragefaktoren auf den

internationalen Geldmärkten, die durch Maßnahmen von Regierungen und Zentralbanken sowie Spekulationen und gegebenenfalls volkswirtschaftlichen Faktoren beeinflusst werden.

Risikofaktoren in Verbindung mit Rohstoffen als Basiswert

Rohwaren bzw. Rohstoffe werden im Allgemeinen in drei Hauptkategorien eingeteilt: Mineralische Rohstoffe (wie z.B. Öl, Gas, Aluminium und Kupfer), landwirtschaftliche Erzeugnisse (wie z.B. Weizen und Mais) und Edelmetalle (wie z.B. Gold und Silber). Ein Großteil der Rohwaren bzw. Rohstoffe wird an spezialisierten Börsen oder direkt zwischen Marktteilnehmern (Interbankenhandel) weltweit in Form von OTC-Geschäften ("over the counter", außerbörslich) mittels weitgehend standardisierter Kontrakte gehandelt.

Preisrisiken bei Rohwaren bzw. Rohstoffen sind häufig komplex. Die Preise sind größeren Schwankungen (Volatilität) als bei anderen Anlagekategorien unterworfen. Insbesondere weisen Rohwaren-Märkte eine geringere Liquidität als Renten-, Devisen- und Aktienmärkte auf. Daher wirken sich Angebots- und Nachfrageveränderungen drastischer auf Preise und Volatilität aus, wodurch Anlagen in Rohwaren risikoreicher und komplexer sind.

Die Einflussfaktoren auf Preise von Rohwaren sind zahlreich und komplex. Exemplarisch werden einige typische Faktoren aufgeführt, die sich in Rohwaren-Preisen niederschlagen.

Angebot und Nachfrage

Die Planung und das Management der Versorgung mit Rohwaren nehmen viel Zeit in Anspruch. Daher ist der Angebotsspielraum bei Rohwaren begrenzt und es ist nicht immer möglich, die Produktion schnell an Nachfrageveränderungen anzupassen. Die Nachfrage kann auch regional unterschiedlich sein. Die Transportkosten für Rohwaren in Regionen, in denen diese benötigt werden, wirken sich darüber hinaus auf die Preise aus. Das zyklische Verhalten einiger Rohwaren, wie z.B. landwirtschaftliche Erzeugnisse, die während bestimmter Jahreszeiten produziert werden, kann starke Preisschwankungen nach sich ziehen.

Direkte Investitionskosten

Direkte Investitionen in Rohwaren sind mit Kosten für Lagerung, Versicherung und Steuern verbunden. Weiters werden auf Rohwaren keine Zinsen oder Dividenden gezahlt. Die Gesamttrendite von Rohwaren wird durch diese Faktoren beeinflusst.

Liquidität

Nicht alle Rohwaren-Märkte sind liquide und können schnell und in ausreichendem Umfang auf Veränderungen der Angebots- und Nachfragesituation reagieren. Da an den Rohwaren-Märkten nur wenige Marktteilnehmer aktiv sind, können starke Spekulationen negative Konsequenzen haben und Preisverzerrungen nach sich ziehen.

Wetter und Naturkatastrophen

Ungünstige Wetterbedingungen können das Angebot bestimmter Rohstoffe für das Gesamtjahr beeinflussen. Eine so ausgelöste Angebotskrise kann zu starken und unberechenbaren Preisschwankungen führen. Auch die Ausbreitung von Krankheiten und der Ausbruch von Epidemien können die Preise von landwirtschaftlichen Erzeugnissen beeinflussen.

Staatliche Programme und Grundsätze, nationale bzw. internationale politische, militärische sowie wirtschaftliche Ereignisse und Handelsaktivitäten mit Rohstoffen

Rohwaren werden oft in Schwellenländern produziert und von Industrieländern nachgefragt. Die politische und wirtschaftliche Situation von Schwellenländern ist jedoch meist weitaus weniger stabil als in den Industrieländern. Sie sind weit eher den Risiken rascher politischer Veränderungen und konjunktureller Rückschläge ausgesetzt. Politische Krisen können das Vertrauen von Anlegern erschüttern, was wiederum die Preise von Rohwaren beeinflussen kann. Kriegerische Auseinandersetzungen oder Konflikte können Angebot und Nachfrage bestimmter Rohwaren verändern. Darüber hinaus ist es möglich, dass Industrieländer ein Embargo beim Export und Import von Waren und Dienstleistungen auferlegen. Dies kann sich direkt oder indirekt auf den Preis von Rohwaren niederschlagen. Ferner sind eine Reihe von Rohwaren-Produzenten zu Organisationen

oder Kartellen zusammengeschlossen, um das Angebot zu regulieren und damit die Preise zu beeinflussen.

Steuern und Zölle

Änderungen der Steuersätze und Zölle können sich für Rohwaren-Produzenten rentabilitätsmindernd oder -steigend auswirken. Sofern diese Kosten an Käufer weitergegeben werden, wirken sich solche Veränderungen auf die Preise der betreffenden Rohwaren aus.

Risikofaktoren in Verbindung mit Futures Kontrakten als Basiswert

Allgemein

Futures Kontrakte, auch Terminkontrakte genannt, sind standardisierte Termingeschäfte bezogen auf (i) Finanzinstrumente (z.B. Aktien, Indizes, Zinssätze, Dividenden oder Devisen) sog. Finanzterminkontrakte oder (ii) Rohstoffe (z.B. Edelmetalle, Weizen oder Zucker) sog. Warenterminkontrakte.

Ein Futures Kontrakt verkörpert die vertragliche Verpflichtung, eine bestimmte Menge des jeweiligen Vertragsgegenstandes zu einem festgelegten Termin zu einem vereinbarten Preis zu kaufen oder zu verkaufen. Futures Kontrakte werden an Terminbörsen gehandelt und sind zu diesem Zwecke hinsichtlich Kontraktgröße, Art und Güte des Vertragsgegenstandes und eventueller Lieferorte und Liefertermine standardisiert. Grundsätzlich besteht eine enge Korrelation zwischen der Preisentwicklung des dem Basiswert zugrunde liegenden Finanzinstruments bzw. Rohstoffs an einem Kassamarkt und dem korrespondierenden Futuresmarkt. Allerdings werden Futures Kontrakte grundsätzlich mit einem Auf- oder Abschlag gegenüber dem Kassakurs des zugrunde liegenden Finanzinstruments bzw. Rohstoffs gehandelt. Dieser in der Terminbörsenterminologie als "Basis" bezeichnete Unterschied zwischen Kassa- und Futurespreis resultiert einerseits aus der Miteinberechnung von bei Kassageschäften üblicherweise anfallenden Kosten (Lagerhaltung, Lieferung, Versicherungen etc.) bzw. von mit Kassageschäften üblicherweise verbundenen Einnahmen (Zinsen, Dividenden etc.), andererseits aus der unterschiedlichen Bewertung von allgemeinen Marktfaktoren am Kassa- und am Futuresmarkt. Ferner kann je nach Finanzinstrument bzw. Rohstoff die Liquidität am Kassa- und am entsprechenden Futuresmarkt erheblich voneinander abweichen.

Da sich die Optionsscheine auf den Börsenkurs der den Optionsscheinen zugrunde liegenden Futures Kontrakte beziehen, ist es empfehlenswert, dass der Optionsscheininhaber neben Kenntnissen über den Markt für das dem jeweiligen Futures Kontrakt zugrunde liegende Finanzinstrument bzw. den Markt für den dem jeweiligen Futures Kontrakt zugrunde liegenden Rohstoff auch über Kenntnisse bezüglich der Funktionsweise und Bewertungsfaktoren von Termingeschäften verfügt, da nur in diesem Fall eine sachgerechte Bewertung der mit dem Kauf dieser Optionsscheine verbundenen Risiken möglich ist.

Rollover

Da Futures Kontrakte als Basiswert der Optionsscheine jeweils einen bestimmten Verfalltermin haben, wird durch die Emittentin bei Open End Optionsscheinen zu einem in den Optionsscheinbedingungen bestimmten Zeitpunkt der Basiswert jeweils durch einen Futures Kontrakt ersetzt, der außer einem später in der Zukunft liegenden Verfalltermin die gleichen Vertragspezifikationen aufweist wie der anfänglich zugrunde liegende Futures Kontrakt ("Rollover").

Die Anbieterin wird am in den Optionsscheinbedingungen festgelegten Rollovertag zu diesem Zwecke ihre durch die jeweiligen Absicherungsgeschäfte eingegangenen Positionen in Bezug auf den bisherigen Futures Kontrakt, dessen Verfalltermin nahe bevorsteht, auflösen und entsprechende Positionen in Bezug auf einen Futures Kontrakt mit identischen Ausstattungsmerkmalen, aber längerer Laufzeit aufbauen.

Nach Abschluss des Rollover werden gemäß den Optionsscheinbedingungen auf Grundlage des Rolloverkurses für den Nachfolgewert der Basispreis und gegebenenfalls die Knock-Out Barriere bzw. andere maßgebliche Schwellen angepasst.

Risiken im Hinblick auf die Regulierung und Reform von Zinssatz-, Aktien-, Rohstoff-, oder Devisenreferenzwerten und weiterer Arten von Referenzwerten könnten einen wesentlichen Einfluss auf die Optionsscheine haben, insbesondere könnten Optionsscheine, die an einen

Referenzwert gekoppelt sind, von einem Delisting betroffen sein, angepasst, vorzeitig zurückgezahlt oder anderweitig beeinflusst werden, und Änderungen der Methodologie oder anderer Bestimmungen des Referenzwertes könnten sich ebenfalls negativ auf die Optionsscheine auswirken.

Die London Interbank Offered Rate ("**LIBOR**"), die Euro Interbank Offered Rate ("**EURIBOR**") und andere Zinssatz-, Aktien-, Rohstoff- oder Devisenreferenzwerte und weitere Arten von Indizes gelten als "Referenzwerte" und sind Gegenstand jüngster nationaler, internationaler und sonstiger aufsichtsrechtlicher Regulierungen und Reformvorschläge. Einige dieser Reformen sind bereits in Kraft getreten, während andere noch umzusetzen sind. Diese Reformen können dazu führen, dass die betroffenen Referenzwerte eine andere Wertentwicklung aufweisen als in der Vergangenheit, oder ganz wegfallen, oder andere, derzeit nicht vorhersehbare Auswirkungen haben. Jede dieser Auswirkungen kann eine wesentliche negative Wirkung auch auf die Optionsscheine haben, die an einen solchen Referenzwert gekoppelt sind.

Zu den maßgeblichen internationalen Reformvorschlägen für Referenzwerte gehören die Grundsätze für finanzielle Referenzwerte der Internationalen Organisation der Wertpapieraufsichtsbehörden ("**IOSCO**") aus dem Juli 2013 (*IOSCO's Principles for Financial Market Benchmarks*, "**IOSCO Referenzwerte Grundsätze**") und die Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (*EU Regulation on indices used as benchmarks in certain financial instruments and financial contracts – "EU Referenzwert-Verordnung"*).

Die EU Referenzwert-Verordnung wurde am 29.6.2016 im Amtsblatt der Europäischen Union veröffentlicht und ist am 30.6.2016 in Kraft getreten. Vorbehaltlich verschiedener Übergangsbestimmungen wird die EU Referenzwert-Verordnung ab dem 1.1.2018 anwendbar sein, die Bestimmungen hinsichtlich "kritischer Referenzwerte" sind bereits seit dem 30.6.2016 anwendbar.

Die EU Referenzwert-Verordnung gilt für "Kontributoren", "Administratoren" und "Nutzer" von Referenzwerten in der EU. Unter anderem werden (i) Referenzwert-Administratoren (oder, sofern nicht EU-ansässig, die Erfüllung bestimmter Gleichwertigkeitsvoraussetzungen in der jeweiligen Jurisdiktion bzw. bis zu der Bekanntmachung einer solchen Gleichwertigkeitsentscheidung die Anerkennung durch die Aufsichtsbehörden eines Mitgliedstaates bzw. die für solche Zwecke vorgesehene Übernahme durch eine zuständige EU Behörde) eine Zulassung benötigen und müssen die Anforderungen in Bezug auf Verwaltung von Referenzwerten erfüllen und (ii) wird die Nutzung von Referenzwerten von nicht zugelassenen Administratoren untersagt. Der Anwendungsbereich der EU Referenzwert-Verordnung ist weit und wird außer auf sogenannte "kritische Referenzwerte" wie LIBOR und EURIBOR, auch auf viele andere Zinssatzindizes sowie auf Aktien-, Rohstoff-, oder Devisenindizes und weitere Arten von Indizes (einschließlich proprietärer Indizes oder Strategien), auf die bestimmte Finanzinstrumente (d.h. Derivate oder Wertpapiere, die an einem geregelten Markt gelistet sind oder über multilaterale Handelssysteme ("**MTF**"), organisierte Handelssysteme ("**OTF**") oder systematische Internalisierer gehandelt werden), Finanzkontrakte und Investmentfonds zur Anwendung kommen. Verschiedene Arten von Referenzwerten unterliegen mehr oder weniger strengen Anforderungen, insbesondere kann ein erleichtertes Verfahren angewendet werden, wenn ein Referenzwert nicht auf Zinssätze oder Rohstoffe referenziert und der Wert des Finanzinstruments, Finanzkontrakts oder Investmentfonds, der auf einen Referenzwert referenziert, – vorbehaltlich weiterer Bedingungen – weniger als EUR 50 Mrd. beträgt (sogenannte "nicht-signifikante Referenzwerte").

Die EU Referenzwert-Verordnung könnte einen wesentlichen Einfluss auf die Optionsscheine haben, die an einen Referenzwert gekoppelt sind, einschließlich der folgenden Ereignisse:

- Ein Zinssatz oder Index, der ein Referenzwert ist, kann als solcher nicht verwendet werden oder nur noch für einen begrenzten Übergangszeitraum verwendet werden, der von der zuständigen Behörde festgelegt wird, wenn der Administrator keine Zulassung erhält oder – wenn er in einem Drittland ansässig ist – (vorbehaltlich anwendbarer Übergangsvorschriften), den Gleichwertigkeitsvoraussetzungen nicht genügt bzw. bis zu einer solchen Entscheidung die Anerkennung nicht erlangt und nicht die für solche Zwecke vorgesehene Übernahme erhält. Je nach Art des jeweiligen Referenzwerts und der anwendbaren Bedingungen für die Optionsscheine, können die Optionsscheine von einem

Delisting betroffen sein bzw. angepasst bzw. vor Fälligkeit zurückgezahlt oder anderweitig beeinflusst werden; und

- die Methodologie oder andere Bestimmungen des Referenzwerts können abgeändert werden, um mit den Bestimmungen der EU Referenzwert-Verordnung übereinzustimmen. Solche Änderungen können eine Reduzierung bzw. Erhöhung des jeweiligen Zinssatzes oder Standes des Index bewirken oder die Volatilität des veröffentlichten Zinssatzes oder Standes des Referenzwerts beeinflussen, was zu Anpassungen der Optionsscheine führen kann, einschließlich einer Festlegung des jeweiligen Satzes bzw. Standes nach Ermessen der Berechnungsstelle.

Die internationalen, nationalen oder andere Vorschläge für Neuerungen sowie die allgemein erhöhten aufsichtsrechtlichen Kontrollen von Referenzwerten können die Kosten und Risiken bei der Verwaltung von Referenzwerten erhöhen oder andere Auswirkungen auf die Festlegung der Referenzwerte und die Einhaltung solcher Vorschriften und Anforderungen haben. Dies kann dazu führen, dass Marktteilnehmer die Verwaltung oder die Mitwirkung bei der Festlegung bestimmter Referenzwerte nicht fortsetzen bzw. dass die Regeln und Methodologie, nach der bestimmte Referenzwerte berechnet werden, geändert werden. Ferner können diese Faktoren zum Wegfall bestimmter Referenzwerte führen. Der Wegfall von Referenzwerten oder die Veränderungen bezüglich der Verwaltung von Referenzwerten kann zu einer Anpassung der Bedingungen der Optionsscheine, einer vorzeitigen Rückzahlung, einer ermessensabhängigen Bewertung der Berechnungsstelle, einem Delisting oder anderen Konsequenzen im Zusammenhang mit den Optionsscheinen, die an einen solchen Referenzwert gekoppelt sind, führen. Jede dieser Folgen kann wesentliche negative Auswirkungen auf den Wert bzw. auf die Erträge solcher Optionsscheine, die auf einen Referenzwert bezogen sind, haben.

Risikofaktoren in Bezug auf Interessenkonflikte

Die Emittentin kann von Zeit zu Zeit in Bezug auf die Optionsscheine in anderen Funktionen tätig werden, zum Beispiel als Berechnungsstelle. Diese Funktionen können es der Emittentin gestatten, den Wert des Basiswerts zu berechnen, wodurch Interessenkonflikte entstehen können, wenn Wertpapiere oder andere Vermögenswerte ausgewählt werden können, die Teil des Basiswerts sein können und von der Emittentin selbst oder einem Konzernunternehmen ausgegeben werden oder wenn die Emittentin Geschäftsbeziehungen mit dem Emittenten oder dem Schuldner dieser Wertpapiere oder anderen Vermögenswerte hat.

Die Emittentin kann von Zeit zu Zeit Transaktionen, die mit dem Basiswert verbunden sind, für ihre Eigenhandelskonten oder von ihr verwaltete Konten durchführen. Derartige Transaktionen können einen positiven oder negativen Effekt auf den Wert des Basiswerts haben und somit auch auf den Wert der Optionsscheine. Soweit in diesem Abschnitt "*Risikofaktoren in Bezug auf Interessenkonflikte*" verwendet, gelten Bezugnahmen auf den Basiswert gegebenenfalls auch als Bezugnahme auf seine Bestandteile.

Die Emittentin kann weitere derivative Finanzinstrumente in Bezug auf den jeweiligen Basiswert ausgeben und die Einführung solcher mit den Optionsscheinen im Wettbewerb stehender Produkte in den Markt kann sich auf den Wert der Optionsscheine auswirken.

Die Emittentin kann alle oder Teile der Erlöse aus dem Verkauf der Optionsscheine verwenden, um Absicherungsgeschäfte abzuschließen. Die Emittentin geht davon aus, dass derartige Absicherungsaktivitäten unter normalen Umständen keine wesentliche Auswirkung auf den Wert der Optionsscheine haben werden. Es kann jedoch nicht zugesichert werden, dass sich die Absicherungsaktivitäten nicht auf den Wert auswirken. Entstehen können Einwirkungen auf den Wert der Optionsscheine insbesondere durch die Auflösung aller oder Teile der Absicherungspositionen (a) am oder nah am Zeitpunkt der Fälligkeit oder des Erlöschens der Optionsscheine oder (b), falls die Optionsscheine über einen Knock-Out verfügen, an dem Zeitpunkt zu dem sich der Kurs oder Wert des Basiswerts dem für den Knock-Out relevanten Kurs oder Schwelle annähert.

Die Emittentin kann nicht-öffentliche Informationen in Bezug auf den Basiswert erhalten und ist nicht verpflichtet solche Informationen an die Optionsscheininhaber weiterzugeben. Zudem kann die Emittentin Research-Berichte in Bezug auf den Basiswert publizieren. Tätigkeiten der genannten Art können bestimmte Interessenkonflikte mit sich bringen und sich auf den Wert der Optionsscheine auswirken.

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