

Erste Group Bank AG

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

Asset Linked Notes Programme

Under this Programme (the "**Programme**"), Erste Group Bank AG (the "**Issuer**" or "**Erste Group Bank**") may, subject to compliance with all relevant laws, regulations and directives, from time to time issue asset linked notes with a denomination as specified in the relevant Final Terms (as defined herein) of at least EUR 100,000 (or its foreign currency equivalent), in the English language under Austrian law (the "**Notes**").

This Prospectus (the "**Prospectus**") has been drawn up in accordance with Annexes XI and XII of 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*) (the "**KMG**") for 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 applicable Austrian law and the Prospectus Directive 2003/71/EC, as amended. The FMA examines the Prospectus only in respect of its completeness, coherence and comprehensibility pursuant to section 8a of the KMG.**

Application may be made for the Programme and/or the Notes to be admitted to the "*Amtlicher Handel*" (Official Market) and the "*Geregelter Freiverkehr*" (Second Regulated Market) (together, the "**Markets**") of the Wiener Börse (the "**Vienna Stock Exchange**"). References in this Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the Markets each of which is a regulated market for the purposes of the Directive 2004/39EC on markets in financial instruments, as amended ("**MiFID**"). Unlisted Notes may be issued pursuant to this Programme. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading on the Markets (or any other market and/or stock exchange).

Each series (a "**Series**") and, if applicable, each tranche (a "**Tranche**") of Notes will be represented by a global note in bearer form (each a "**Global Note**"). Global Notes may (or in the case of Notes listed on the Vienna Stock Exchange will) be deposited on the issue date with a common depository with or on behalf of Oesterreichische Kontrollbank Aktiengesellschaft, Vienna ("**OeKB**") 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 "Risk Factors" in this Prospectus. This Prospectus does not describe all of the risks of an investment in the Notes, but the Issuer believes that all material risks relating to an investment in the Notes have been described.

Prospectus dated 6 February 2015

*This Prospectus comprises a base prospectus for the purposes of Article 5(4) of Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003 (the "**Prospectus Directive**"), as amended (which includes the amendments made by the Directive 2010/73/EU (the "**2010 PD Amending Directive**") to the extent implemented in the relevant Member State) 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 Notes which, according to the particular nature of the Issuer and the Notes, 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 Art. 22(6) No. 4 of the Commission Regulation (EC) No. 809/2004 dated 29 April 2004, as lastly amended by Commission Regulation (EU) No. 759/2013 dated 30 April 2013 (the "**Prospectus Regulation**"). Competent authority for the approval of the Prospectus pursuant to Section 8a of KMG, that implements Prospectus Directive into Austrian law, is the FMA. In respect of the individual series of Notes final terms (the "**Final Terms**") will be filed with the FMA. Any decision to purchase the Notes should be made on a consideration of the Prospectus as a whole and including the respective Final Terms.*

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" below). Such documents shall be deemed to be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is deemed to be 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 not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

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 Notes 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 the 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 the 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 Notes 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 earlier, the admission to trading on a regulated market of Notes under the Programme 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 Notes 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 Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and may include Notes in bearer form that are subject to US tax law requirements. The Notes may not be offered, sold or delivered within the United States or to US persons except in certain transactions permitted by US tax regulations and the Securities Act. For a description of certain restrictions on offers and sales of Notes 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 Notes.

Neither this Prospectus nor any financial statements supplied in connection with the Programme or any Notes 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 Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus or any financial statements and its purchase of Notes should be based upon any such investigation as it deems necessary.

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area 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 Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Notes 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 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 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 Notes in circumstances in which an obligation arises for the Issuer to publish or supplement a prospectus for such offer.

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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
English translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2012 – Annual Report 2012 (the "Audited Consolidated Financial Statements 2012")	
Consolidated Income Statement	86 – 87
Consolidated Balance Sheet	88
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English translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2013 – Annual Report 2013 (the "Audited Consolidated Financial Statements 2013")	
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English translation of the Unaudited Interim Condensed Consolidated Financial Statements of the Issuer for the first 9 months period ended 30 September 2014 – Interim Report Third Quarter 2014 (the "Unaudited Interim Condensed Consolidated Financial Statements 30 September 2014")	
Condensed Statement of Comprehensive Income	18 - 20
Condensed Balance Sheet	21
Condensed Statement of Changes in Equity	22
Condensed Cash Flow Statement	23
Condensed notes to the Financial Statements of Erste Group for the period from 1 January to 30 September 2014	23 - 76

For the avoidance of doubt, such parts of the annual reports of the Issuer for the financial years 2013 and 2012 respectively as well as of the interim report for the first nine months period in 2014 which are not explicitly listed in the table 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 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.

SUPPLEMENT TO THE 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 Notes and which arises or is noted between the time when the Prospectus is approved and the final closing of an offer of such Notes 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 Notes 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 2013 and the Annual Report thereon and the Unaudited Interim Condensed Consolidated Financial Statements 30 September 2014. 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.

DOCUMENTS AVAILABLE FOR INSPECTION

Electronic versions of the following documents will be available on the website of the Issuer under "www.erstegroup.com" or the link set out below in brackets:

- (i) the Audited Consolidated Financial Statements 2013 and 2012 and the Unaudited Interim Condensed Consolidated Financial Statements 30 September 2014;
- (ii) each set of Final Terms for Notes that are publicly offered or admitted to trading on a Market or on any other market or stock exchange (www.erstegroup.com/de/Capital-Markets/Prospekt/Anleihen);
- (iii) a copy of this Prospectus together with any supplement to this Prospectus or further Prospectus (www.erstegroup.com/de/Capital-Markets/Prospekt/Anleihen); and
- (iv) the articles of association of the Issuer.

The document mentioned above under (iv) can also be obtained by investors free of charge during usual business hours on any weekday (except Saturdays, Sundays and public holidays) at the registered office of the Issuer (Erste Group Bank AG, Graben 21, A 1010, Vienna, Austria).

SIGNIFICANT CHANGES AND MATERIAL ADVERSE CHANGES

Except as disclosed under "Current Regulatory Topics" on page 125 and "Recent Developments" on page 129 of this Prospectus, there has been no significant change in the financial or trading position of the Erste Group since 30 September 2014 and no material adverse change in the prospects of the Issuer since 31 December 2013.

1. 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 Notes. 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 sections entitled "Terms and Conditions of the Notes " shall have the same meanings in this section "Risk Factors".

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the 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 amount of principal and interest which investors will receive in respect of the Notes. In addition, each of the Issuer related risks highlighted below could adversely affect the trading price of the Notes or the rights of investors under the Notes 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 Notes 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 related to the market in which the Issuer operates, which are material for the purposes of assessing the risks associated with Notes 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 Notes to be issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes 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.

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.

From the second half of 2007 through 2009, disruptions in global capital and credit markets, coupled with the re-pricing of credit risk, created difficult conditions in financial markets and continue to have considerable effects on these markets. These conditions resulted in historically high levels of volatility across many markets (including capital markets), volatile commodity prices, decreased or no liquidity, widening of credit spreads and lack of price transparency in certain markets. These conditions also significantly reduced the availability of private financing for both financial institutions and their customers, compelling many financial institutions and industrial companies to turn to governments and central banks to provide liquidity. Among other factors, significant write-downs of asset values by financial institutions on mortgage-backed securities

and other financial instruments, combined with the imposition of higher capital and other regulatory requirements, have led many financial institutions to seek additional capital, to merge or be merged with larger and stronger institutions, to be nationalised and, in some cases, to fail. Although the global economy recovered slightly in 2011 and 2012, widespread concerns about levels of public sector debt around the world and the stability of numerous banks in certain European countries, including, in particular Spain, Greece, Portugal, Italy and Ireland and more recently Cyprus and Slovenia, and - in addition to the Eurozone - Ukraine and Russia, had a negative impact on macroeconomic conditions. By 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. Since 2014 geopolitical threats, such as events in the wake of the Crimean crisis, as well as risks arising from diverging monetary policy objectives across regions and a sharp drop in oil prices, add uncertainty to the current global outlook.

In response to the global financial crisis, the government of the United States, a number of European governments, the European Central Bank ("**ECB**") and international monetary organisations have taken unprecedented steps 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. Since the second half of 2010, the indebtedness of certain Eurozone countries has raised concerns about the stability of the European financial sector and has contributed and may continue to contribute to a slowdown in economic growth in many countries across the region. Additionally, restructuring programmes adopted by some highly indebted EU countries, which include cuts in governmental spending, may result in lower growth rates in these countries as well as the Eurozone in the short and medium term. In 2011, the anxieties about the Eurozone situation increased and the ratings of Eurozone countries and banks were lowered at the end of 2011 and the beginning of 2012. In 2012, such anxieties continued due to the requirement to recapitalize the Spanish banking sector and growing concerns about the effectiveness and consequences of the restructuring programmes adopted by certain Eurozone countries, as well as due to the uncertainty as to the necessity for further financial aid for certain Eurozone countries or the Eurozone banking sector.

Since September 2012, there has been an increase in the scale of global central bank intervention in an attempt to prevent further deterioration of economic growth and to respond to concerns about the effects of the European sovereign debt crisis. In 2012, the ECB announced a plan to buy unlimited amounts of government bonds of distressed countries, such as Spain and Italy, partially in exchange for their request for and acceptance of a formal programme including certain austerity reforms. Since then, monetary policy objectives have decoupled significantly across countries: while the U.S. Federal Reserve Bank gradually reduced its bond-buying program (referred to as "tapering") through 2014, and is set to increase interest rates in the near-term, the ECB is said to consider the preparation of a broad-based asset purchase program, including sovereign debt. 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.

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 and Spain, more recently Cyprus, 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 loads 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.

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 payouts 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 a 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). 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 non-performing loans and impairment charges.

A proportion of FX loans, especially the mortgage loans in CHF in Austria, are bullet repayment loans (*endfällige Verbraucherkredite*) which are secured by a repayment vehicle (*Tilgungsträger*). Adverse movements in the market value 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.

Deterioration in the quality of Erste Group's credit portfolio and increases in non-performing loans 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 are classified as defaulted.

During the process the bank 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 corporate 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.

In 2014 Erste Group focused its efforts on implementing adequate measures and clean up the bank's balance sheet. These included higher risk provisions in Romania accompanied by accelerated reduction of non-performing loans; in Hungary, the new consumer loan law and in Croatia the introduction of the new solvency legislation drove slightly higher provisioning activity.

Despite an overall increase in risk costs, the NPL ratio decreased at the group level in 2014 as a result of intensified NPL sales and write-offs and the non-performing loans ("**NPL**") coverage ratios (ratio of risk provisions for loans and advances to customers on Erste Group's balance sheet as a percentage of non-performing loans and advances to customers) has also improved as a result of higher allowed for loan losses. 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 rise or that the NPL coverage ratio will prove to be sufficient.

A 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, deposit-taking, clearance and settlement and many other activities and relationships. These counterparties include brokers and dealers, custodians, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Many of these relationships expose Erste Group to credit risk in the event of default of a counterparty. 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 and results of operation will be adversely affected. 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.

Counterparty risk between financial institutions has increased from time to time in recent years as a result of volatility in the financial markets and may increase in the future if the challenging economic and/or political environment continues, especially in core markets where Erste Group or its main competitors operate. 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 banks 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 banks 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 to commercial and residential real estate loans. Commercial and residential property prices in many of the countries where Erste Group operates declined in recent years, reflecting economic uncertainty and rising vacancy rates. Commercial and residential property developers

were forced to cease or delay construction of planned projects due to a lack of customers or, as a result of declining values of the collateral supporting the projects, their inability to finance construction. This led to reductions in prices of residential and commercial real estate and contractions in the residential mortgage and commercial lending markets in many countries. Erste Group's commercial property and residential real estate loan portfolios may suffer additional impairment losses if property values decline further in the future, collateral cannot be enforced or, as a result of weaknesses in Erste Group's collateral management or work-out processes, collateral values prove to be insufficient. Increasing unemployment rates could also lead to higher default rates and impairment losses on non-property commercial and consumer loans. If either of these risks were to materialise, it could have a material adverse effect on Erste Group's financial condition and results of operations.

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 have been subject to significant stress conditions since mid-2007, where steep falls in perceived or actual values of assets held by banks and other financial institutions have been accompanied by a severe reduction in market liquidity. These events have negatively affected the value of the financial assets available for sale and the financial assets held-to-maturity particularly in 2011, adversely affecting Erste Group's results of operations for that period. Future deteriorations in economic and financial market conditions could lead to additional impairment charges or revaluation losses in future periods. Despite a recovery in economic and financial market conditions over last three years in most of the markets in which Erste Group is active, the value of financial assets may continue to fluctuate significantly or 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, like many other banks, 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 banks to lend to each other because of uncertainty as to the creditworthiness of the borrowing bank. 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 banks, to tradi-

tional 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. Erste Group Bank's long-term credit ratings are: Standard & Poor's, A- (creditwatch/outlook: watch negative); Moody's, Baa2 (outlook negative(m)); and Fitch, A (outlook negative).

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 rating or publishes unfavourable reports or outlooks on Austria or a 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.

In response to the global financial crisis and the European sovereign debt crisis, a number of initiatives relating to the regulatory requirements applicable to European credit institutions, including Erste Group, have been (and are currently being) implemented, adopted, or developed. These include the following:

- *Basel III and CRD IV/CRR.* In June 2011 and January 2013, 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. On 27 June 2013, the "Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit insti-

tutions 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**") transposing (main parts of) Basel III into EU-law, have been published.

CRD IV/CRR 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 (and certain relating regulations), entered into force on 1 January 2014.

- *European Banking Authority's 2014 EU-Wide Stress Test.* In order to ensure the orderly functioning and integrity of financial markets and the stability of the financial system in the EU, to monitor and assess market developments as well as to identify trends, potential risks and vulnerabilities stemming from the micro-prudential level, the European Banking Authority (EBA) regularly conducts EU-wide stress tests, using consistent methodologies, scenarios and key assumptions developed in cooperation with the European Systemic Risk Board (ESRB), the ECB and the European Commission.

On 26 October 2014, the EBA has published the results of the 2014 EU-wide stress test (the "**2014 EU-Wide Stress Test**") of 123 banks. The aim of the 2014 EU-Wide Stress Test was to assess the resilience of EU banks to adverse economic developments, so as to understand remaining vulnerabilities, complete the repair of the EU banking sector and increase confidence.

The 2014 EU-Wide Stress Test was coordinated by the EBA and is carried out in cooperation with the ECB, the ESRB, the European Commission, and the national competent authorities from all relevant jurisdictions. In this process, the EBA has developed a common methodology and plays an important role in ensuring a comprehensive, consistent, and comparable disclosure of the results. The ESRB and the European Commission have developed, respectively, the adverse and the baseline scenarios. National competent authorities, including the ECB for the euro area, are responsible for the quality assurance of banks' data as well as for supervisory actions banks will have to take in response to the outcome of the exercise.

The impact of the stress test on banks' capital positions is assessed taking into account the national transitional arrangements provided for in the CRD IV and the CRR. However, to ensure consistency and comparability, the EBA is, for the first time, disclosing the impact of the stress test also on the future fully implemented CRD IV/CRR capital ratios. For the banks in the sample, the fully loaded CET 1 ratio in 2016 under the adverse scenario would be 7.6%.

- *European Central Bank's Comprehensive Assessment.* On 26 October 2014, the ECB has published the results of a thorough year-long examination of the resilience and positions of the 130 largest banks in the euro area as of 31 December 2013. The comprehensive assessment – which consisted of the asset quality review ("**AQR**") and a forward-looking stress test of the banks – was aimed at strengthening banks' balance sheets, enhancing transparency and building confidence. The 130 banks that were examined accounted for assets of EUR 22 trillion, which represents 82% of total banking assets in the euro area. It was performed under the current CRR and CRD IV which still include certain national discretions which can lead to differences in, e.g., the definition of capital.

The AQR conducted by the ECB and national competent authorities examined whether assets were properly valued on banks' balance sheets as on 31 December 2013. The review provides the ECB with substantial information on the banks that will fall under its direct supervision and will help its efforts in creating a level playing field for supervision in the future.

The stress test was performed by the participating banks, the ECB and national competent authorities in cooperation with the EBA. The EBA also designed the stress test methodology, while the adverse scenario was developed by the ESRB in cooperation with the national competent authorities, the EBA and the ECB. Banks were required to maintain a minimum CET 1 ratio of 8% under the baseline scenario (as for the AQR) and a minimum CET 1 ratio of 5.5% under the adverse scenario. The stress test is not a forecast of future events, but a prudential exercise to test banks' ability to withstand weakening economic conditions; participating banks were encouraged to make conservative projections, which were challenged according to strict quality assurance requirements. The stress test exercise was for the first time linked to an asset quality review in all EU-countries to ensure the validity and enhanced comparability of the starting point (i.e. CET1 ratio) of the stress test.

- *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 (phasing out) or reclassification as a lower quality form of own funds. For example, existing hybrid capital instruments will, over time, be phased out as additional tier-1 capital ("**AT 1**").
- *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.
- *Bank Recovery and Resolution Directive.* On 12 June 2014, 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 published. In Austria, the BRRD has been implemented into national law by the "Austrian Act on the Recovery and Resolution of Banks" (*Bundesgesetz über die Sanierung und Abwicklung von Banken – "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 are required to have at all times an aggregate amount of own funds and subordinated and senior liabilities subject to the bail-in tool defined 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 (in particular subordinated notes, but under certain circumstances also senior notes and the Notes) by allowing resolution authorities to write-down such instruments or convert them into CET 1 instruments (see also the risk factor "*The Notes 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 Notes (statutory loss absorption)*"). Besides of potentially being subject to resolution tools as set out under the BRRD/BaSAG, the Issuer may also be subject to national insolvency proceedings.
- *Single Resolution Mechanism for European Banks.* On 15 April 2014, the European Parliament adopted the Single Resolution Mechanism ("**SRM**") for the Banking Union. The mechanism complements the SSM pursuant to which the ECB directly supervises credit institutions in the euro area (including Erste Group) and in other EU-Member States which decide to join the Banking Union.

The SRM is governed by (i) a SRM regulation covering the main aspects of the mechanism and (ii) an intergovernmental agreement related to some specific aspects of the Single Resolution Fund (SRF) ("**Fund**").

The Fund shall be constituted by contributions of all credit institutions in the participating EU-Member States. The Fund has a target level of covering at least 1% of covered deposits which shall be reached over an eight year period. During this transitional period, the Fund comprises national compartments corresponding to each participating EU-Member State. The resources accumulated in

those compartments are progressively mutualised over a period of eight years, starting with 40% of these resources in the first year (i.e. 2015).

The SRM which entered into force on 1 January 2015 generally applies to those institutions supervised by the ECB.

- *Structural Reform of the European Banking Sector.* On 29 January 2014, the EU-Commission has proposed new rules on structural measures to improve the resilience of EU-credit institutions. The proposal aims at further strengthening the stability and resilience of the EU-banking system and shall complete the financial regulatory reforms undertaken over the last few years by setting out rules on structural changes for "too-big-to-fail banks". Therefore, the proposal focuses mainly on credit institutions with significant trading activities, whose failure could have a detrimental impact on the rest of the financial system and the whole economy. For the time being, it remains unclear whether the Issuer would be subject to the proposal once implemented.

The proposal shall:

- (i) ban proprietary trading in financial instruments and commodities (i.e. trading on own account for the sole purpose of making profit for the credit institution);
- (ii) grant supervisors the power and, in certain instances, the obligation to require the transfer of other high-risk trading activities (such as market-making, complex derivatives and securitisation operations) to separate legal trading entities within the group; credit institutions shall have the possibility of not separating activities if they can show to the satisfaction of their supervisor that the risks generated are mitigated by other means; and
- (iii) provide rules on the economic, legal, governance, and operational links between the separated trading entity and the rest of the banking group.

These proposed structural separation measures shall be accompanied by provisions improving the transparency of shadow banking and foresee respective transition periods: the proprietary trading ban would apply as of 1 January 2017 and the effective separation of other trading activities as of 1 July 2018.

- *Austrian FMA Supervisory Guidance.* In March 2012, the FMA and the Austrian National Bank (*Oesterreichische Nationalbank - OeNB*) published supervisory guidance on the strengthening of the sustainability of the business models of large, internationally active Austrian credit institutions. The supervisory guidance foresees increased capitalisation requirements for certain banking groups (including Erste Group) reflected in the anticipating full implementation of the quantitative and qualitative Basel III rules (without any transitional provisions) with respect to CET 1. In this respect, the FMA and the OeNB indicated that they will implement an additional CET 1 requirement to banking groups at a consolidated basis of up to 3% beginning in 2016, while the level of such an additional CET 1 requirement will depend on the systemic relevance of the particular banking group. In addition, strengthened local stable funding bases of subsidiaries through so-called "loan-to-local stable funding ratios", i.e., the funding of loans through the local deposit base will be required.

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 develop, implement and change, including, for example, the SSM and the Banking Union within the EU. 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, Erste Group Bank itself is also subject to capital requirements on an unconsolidated basis. Furthermore, members of Erste Group which are subject to local supervision in their country of incorporation may, on an individual and on a consolidated basis, be required to comply with applicable local regulatory capital requirements. It is therefore possible that individual entities within Erste Group or sub-groups require more own funds, even though the own funds of Erste Group on a consolidated basis is sufficient.

In the course of the global financial crisis, the rules on own funds for credit institutions have come under scrutiny by legislators, regulators and advisory bodies (e.g., the BCBS). Legislative or regulatory changes in the current definitions of what is deemed to qualify as CET 1 capital could (further) reduce Erste Group's CET 1-ratio or otherwise reduce the (eligible) own funds or increase the RWA of Erste Group Bank or Erste Group both on an individual 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 CET 1 or other own funds instruments in a timely fashion or on favourable terms.

Erste Group may therefore need to obtain additional own funds in the future. Such own funds, whether in the form of ordinary shares or other capital 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 own funds (the capital ratios respectively) sufficiently or on time. If Erste Group is unable to increase its capital ratios sufficiently, its ratings may drop and its cost of funding may increase, the occurrence of which could have a material adverse effect on its business, financial condition and results of operations.

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 of the financial year ending before the calendar year in which bank tax falls due. It is reduced by secured deposits, subscribed capital and reserves, certain liabilities of 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 a guarantee and certain liabilities resulting from the holding of assets on trust. The tax rate is 0.09% for that part of the tax basis exceeding EUR 1 billion but not exceeding EUR 20 billion and 0.11% for that part exceeding EUR 20 billion. In addition, for calendar years including 2017 a surcharge to bank tax is levied.

Pursuant to the proposal by the EU-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, Slovakia, 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). Financial transactions related to derivatives contracts shall be taxed at a minimum rate of 0.01% on the notional amount referred to in the derivatives contract; all other financial transactions (e.g. the purchase and sale of shares, bonds and equivalent securities, money market instruments or fund units) shall be taxed at a minimum rate of 0.1% with the taxable amount being everything which constitutes consideration paid or owed from the counterparty or a third party in return for the transfer. The proposal provides for the FTT to apply as of 1 January 2014 (which deadline, however, has obviously not been met). It is unclear whether the FTT will be introduced in the proposed form at all. The proposed FTT has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. If the 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 Notes are advised to seek their own professional advice in relation to the FTT.

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

The BRRD requires EU-Member States to ensure that institutions meet at all times (on an individual basis and in case of EU parent undertakings (such as Erste Group) also on a consolidated basis) a minimum requirement for own funds and eligible liabilities. Such minimum requirement 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. There is a risk that the Issuer may not be able to meet these minimum requirements for own funds and eligible liabilities which could materially adversely affect the Issuer's ability to make payments on the Notes.

In future, the Issuer will be obliged to contribute amounts to the Single Resolution Fund and *ex ante* funds to Deposit Guarantee Schemes.

The SRM includes establishing a Single Resolution Fund (SRF) ("**Fund**") to which all the banks in the participating EU-Member States have to contribute.

Furthermore, the (recast) "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 first time since the introduction of mandatory Deposit Guarantee Schemes ("**DGS**") in 1994 within the EU. The target level of *ex ante* funds for each national DGS in the Member States is 0.8% of covered deposits to be collected from credit institutions over a 10-year period.

In addition to *ex ante* contributions, if necessary, credit institutions will have to pay additional (*ex post*) contributions to a certain extent, which will be limited in order to avoid pro-cyclicality and worsening financial situation of healthy credit institutions.

As the current Austrian mandatory DGS does not require *ex-ante* funding, but merely obliges the respective DGS-members (*ex post*) to contribute after deposits of any member will have become unavailable (protection event), the implementation of the DGSD into Austrian law may trigger an additional financial burden for the Issuer.

The obligation to contribute amounts for the establishment of the Fund and the *ex ante* funds to the DGS will result in additional financial burdens for the Issuer and thus may materially adversely affect 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 new rules on structural reform of EU credit institutions proposed by the EU-Commission shall apply to "too-big-to-fail banks", i.e. only to the largest and most complex of EU credit institutions whose failure could have a detrimental impact on the rest of the financial system and the whole economy.

In order to prevent this risk from materialising, the proposed regulation would impose a ban on speculative activities (proprietary trading, i.e. trading using own money as opposed to on behalf of customers) and cautions for the potential separation of other risky trading activities carried out by these credit institutions.

Provided that the Issuer will be subject to these new rules, 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 statistical and other tools to these observations to arrive at quantifications of risk exposures. During the recent financial crisis, the financial markets experienced unprecedented levels of volatility (rapid changes in price direction) and the breakdown of historically observed correlations (the extent to which prices move in tandem) 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 have arisen and could continue to 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, especially in light of the European sovereign debt crisis, many of the outcomes of which are currently unforeseeable. 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 inadequacy or failure of internal processes, people, or systems or from external events. 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 con-

dition, 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 talent 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. 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 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, the setting up of an institutional protection scheme (Art 113 (7) CRR) and a cross-guarantee scheme (Art 4 (1) (127) CRR) in order to fulfil the requirements of Art 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 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 liberalisation 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. Changes in interest rates can affect the spread between the rate of interest that a bank 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. A decrease in rates charged to customers will often have a negative effect on margins, particularly when interest rates on deposit accounts are already very low, since a bank may have little ability to make a corresponding reduction in the interest it pays to lenders. Additionally, in a very low or negative interest rate environment, Erste Group will have increased costs of maintaining the regulatory and prudential liquidity buffers held in cash and low yield 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 banks change loan interest and convert FX loans into local currency. Croatia has recently fixed the exchange rate of Croatian Kuna against Swiss francs for a term of one year, and there is no assurance that after such time the exchange rate will not remain fixed or will be converted at a lower rate into Croatian Kuna. Moreover, 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. Erste Group hedges its foreign currency exposure related to capital investments and dividends in its foreign subsidiaries only to a limited extent. 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 may be unable to achieve the return to profitability of Erste Group Bank

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 not be able to significantly decrease its risk provisions for loans and advances or receive lower than planned dividend payments from its subsidiaries. Erste Group may be unable to achieve the return to profitability of Erste Group Bank which impairs the Group's ability to pay dividends which could have a material adverse effect on the Notes.

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 Notes.

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 Pfandbriefe, issued by Erste Group Bank as collateral for its tenders. If the ECB 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, especially where deposits or other sources of liquidity are inadequate in the short term, 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, 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 banks 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 ("**Bank Austria**") and the Raiffeisen banks, but also from large international banks and new entrants from neighbouring countries. As a result of this competition, in particular in the retail segment, net interest margins have historically been very low. Failure to maintain net interest margins at current levels may have a significant negative impact on the 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 31 December 2014, 30.0% of the shares in Erste Group Bank (including 9.9% that were held by CaixaBank) 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 tightened in recent years and will be further tightened and more strictly enforced in the future, in particular by implementing the 4th anti-money laundering directive. Monitoring compliance with anti-money laundering, sanctions, anti-corruption and anti-terrorism financing rules can result in a significant financial burden on banks and other financial institutions and can pose significant 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 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.

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.

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.

Should a Eurozone country 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, the possibility exists that 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 late 2014, considerable doubt remains whether actions taken by European policymakers will be sufficient to contain or overcome the crisis over the medium to longer term. 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.

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 the Group's results, financial condition and liquidity.

The availability of Erste Group's customer deposits to fund its loan portfolio 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 further 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 banks 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 banks 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 €, 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 banks receiving state support measures (e.g., loans granted to banks 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 banks, 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 payouts 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, including through the introduction of banking taxes and other levies.

If a major bank 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, financial condition or results of operations.

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

Risk Factors in respect of the Asset Linked Nature of the Notes

Redemption and/or interest of the Notes are dependent on the non-occurrence of acceleration events relating to the Reference Entity and the Reference Obligation. The Holders are exposed to the risk following the occurrence of an Acceleration Event that they lose all of their investment which they have used for purchasing the Notes and they do not receive interest payments.

The payment of capital and, in case of Notes with periodic interest payments, interest is dependent on the non-occurrence of certain acceleration events in respect of the obligor to whose credit risk the Notes are linked (the "Reference Entity") and/or the relevant notes issued by the Reference Entity (the "Reference Obligation"). Such acceleration event (an "Acceleration Event") is deemed to have occurred if between the issue date (inclusive) and the Last Credit Event Observation Date (inclusive) (as determined in the Final Terms) in relation to the Reference Entity and/or the Reference Obligation either a Reference Obligation Event (as defined below) and/or a Credit Event (as defined below) has been determined by the Calculation Agent.

A "Reference Obligation Event" shall be deemed to have occurred if a Reference Obligation Scheduled Payment Deficiency or an Unscheduled Redemption of the Reference Obligation or, in case of a Note where the Reference Obligation is denominated in another currency as the currency of the Note (a "Cross Currency Note") a Value Deterioration Trigger Event, occurs, all as determined by the Calculation Agent and where a:

- "Reference Obligation Scheduled Payment Deficiency" means the occurrence of a deficiency or a discrepancy, for whatever reason, of any scheduled payments on the Reference Obligation, an
- "Unscheduled Redemption of the Reference Obligation" means the occurrence of a) the redemption or cancellation of the Reference Obligation, or any event which has substantially the same effect, or b) the exchange or partial exchange of the Reference Obligation for a replacement entitlement on or prior to the Reference Obligation's scheduled redemption date and a
- "Value Deterioration Trigger Event" (which is only relevant in case of Cross Currency Notes) means that as a result of a daily valuation of the Calculation Agent the market value of the Reference Obligation adjusted for the value of a swap, which the Issuer may enter into to hedge its position under the Notes, is at or below a percentage of the Reference Obligation Nominal Amount which will be determined in the Final Terms).

A "Credit Event" is deemed to have occurred if one of the following events in relation to the Reference Entity has occurred:

Reference Entity whose reference entity type	the following events ¹ represent a credit event:
is European Corporate or North American Corporate or Japanese Corporate	failure to pay

¹ The credit events are explained and described in more detail in § 4 of the Issue Specific Conditions.

	restructuring bankruptcy
and in addition if the Reference Entity is a Financial Reference Entity	governmental intervention
is Emerging European Corporate or Latin American Corporate	failure to pay restructuring bankruptcy repudiation/moratorium obligation acceleration
is Asian Corporate	failure to pay restructuring bankruptcy
and in addition if the Reference Entity is a Financial Reference Entity	governmental intervention
is Western European Sovereign or Japanese Sovereign	failure to pay restructuring repudiation/moratorium
is Emerging European or Middle Eastern Sovereign or Latin American Sovereign	failure to pay restructuring repudiation/moratorium obligation acceleration
is Asian Sovereign	failure to pay restructuring repudiation/moratorium

If an Acceleration Event occurs in relation to Notes with periodic interest payments, interest is not paid in respect of the interest period in which the Acceleration Event occurs and in respect of all following interest periods.

If an Acceleration Event occurs the claim to redemption at the final redemption amount, as determined in the Final Terms, upon maturity furthermore does not apply and is replaced by a claim to a cash settlement. The amount of payments which an investor receives for the Notes following the occurrence of an Acceleration Event, is dependent in particular on the market value of the Reference Obligation (and the swap value in case of Cross Currency Notes) following the occurrence of an Acceleration Event and therefore the cash settlement amount is likely to be very low in comparison to the invested capital (see also hereinafter "The cash

settlement amount to be paid following the occurrence of an Acceleration Event is typically considerably lower than the nominal amount of the Notes and may also be zero").

The cash settlement amount to be paid following the occurrence of an Acceleration Event is typically considerably lower than the nominal amount of the Notes and may also be zero

Following the occurrence of an Acceleration Event instead of the redemption of the nominal amount of the Notes an amount in cash is paid (the "**Acceleration Event Redemption Amount**"). Such amount equals the amount which a potential seller would have received from a selected dealer in respect of the potential sale of the Reference Obligation through a sales procedure as further described in the Terms and Conditions of the Notes and which is adjusted for the value of the swap which the Issuer may enter into to hedge its position under the Note and, in case of Cross Currency Notes, converted into the specified currency of the Notes at the prevailing exchange rate.

If particular events occur, the maturity date and the interest payment dates (in case of Notes with periodic interest payments) are postponed without the Holders of securities receiving compensation; in addition the period in which an Acceleration Event can occur is extended

If an application is made in relation to the existence of a credit event of a Reference Entity to a "Credit Derivatives Determinations Committee" (a "**Determination Committee**") established by the International Swaps and Derivatives Association, Inc. ("**ISDA**") before the Scheduled Last Credit Event Observation Date (as determined in the Final Terms) and the Determination Committee has not reached a resolution on this application by the last business day before the Scheduled Last Credit Event Observation Date or the respective Interest Payment Date, the maturity date and the date of interest payments (in case of Notes with periodic interest payments) may be considerably postponed.

In the case of Notes, the Reference Entity is one of the following reference entity types:

- Emerging European Corporate,
- Western European Sovereign,
- Emerging European or Middle Eastern Sovereign
- Japanese Sovereign,
- Latin American Sovereign,
- Asian Sovereign or
- Latin American Corporate

the Last Credit Event Observation Date and the maturity date as well as the date of interest payments may be considerably postponed, if a Reference Entity does not recognise an obligation on or before the Scheduled Last Credit Event Observation Date or imposes a moratorium.

In the case of Notes, the Reference Entity of which is one of the following reference entity types:

- Emerging European Corporate,
- Emerging European or Middle Eastern Sovereign,
- Latin American Sovereign or
- Latin American Corporate

the Last Credit Event Observation Date and maturity date as well as the date of interest payments (in case of Notes with periodic interest payments) may also be considerably postponed if a Reference Entity has not paid an obligation when due, however the applicable grace period for this obligation has not yet expired by the Scheduled Last Credit Event Observation Date or the respective Interest Payment Date, respectively.

Overall this can result in considerable postponements to the Last Credit Event Observation Date and the maturity date as well as the date of interest payments (in case of Notes with periodic interest payments). In this respect, a postponement means a loss of interest for the investor as well as an extension of the period in which an Acceleration Event may occur.

The Holders do not have any rights of recourse in relation to the Reference Entity

Even if the amount of the payments to be made on the Notes is entirely dependent on the Reference Entity and the Reference Obligation, the Notes do not establish a legal relationship between the Holders and the Reference Entity. In the event of loss, the Holders have no recourse against the Reference Entity or access to the Reference Obligation.

The volatility of the price of the Notes is dependent, amongst others, on the creditworthiness of the Reference Entity and the general credit derivatives market

Since the payments on the Notes are dependent on the non-occurrence of an Acceleration Event in relation to the Reference Entity and/or the Reference Obligation, the price of the Notes, amongst others, is dependent on the creditworthiness of the Reference Entity, on the evaluation of this creditworthiness by rating agencies or the financial market participants as well as on the price development of other financial instruments which relate to the creditworthiness of the Reference Entity such as, for example, credit derivatives (Credit Default Swaps) in relation to the Reference Entity, notes of the Reference Entity, notes which relate to the Reference Entity such as any existing credit-linked notes and other capital market instruments which relate to the Reference Entity and/or the Reference Obligation. The price development of these other financial instruments is, in addition, not only dependent on the expected creditworthiness of the Reference Entity, but also for example in the case of credit derivatives on the market expectation in relation to the general default rates of debtors. This can for example result in the price of the Notes being negatively affected, due to price changes in the entire credit derivatives market, even if no change has occurred to the expected creditworthiness of the Reference Entity.

Conflicts of interest of the Issuer, the Paying Agent and the Calculation Agent in relation to the Reference Entity may have a negative effect on the price development of the Notes

The Issuer, Paying Agent, Calculation Agent and their associated companies are entitled for their own account or for third parties to purchase and sell Notes, to issue further Notes and to enter into transactions (including hedging transactions) which affect the Reference Entity or obligations of the Reference Entity. The Issuer, Paying Agent, Calculation Agent and their associated companies are furthermore entitled to exercise another function instead of the current one in relation to the Notes and are also entitled to issue further financial instruments in relation to the Reference Entity. These transactions may have a negative influence on the price development of the Notes. The introduction of further competing products on the market may impair the value of the Notes. The Issuer, Paying Agent, Calculation Agent and their associated companies are entitled to act as a consortium bank, a financial advisor or as a commercial bank for the Reference Entity in connection with future issuances. Conflicts of interest may arise from these activities.

The Issuer, Paying Agent, Calculation Agent and their associated companies possibly have information on the Reference Entity on the issue date or thereafter which can be material for the Holders and are not publicly accessible or known to the Holders. The Issuer, Paying Agent, Calculation Agent and their associated companies are not obliged to disclose such information to the Holders.

A change in respect the Reference Entity e.g. in the form of a merger with another company, may considerably increase the probability of an acceleration event occurring and thereby a total loss of the capital invested by the Holders

Events in the sphere of the Reference Entity, such as for example a merger with another company, may lead to the fact that the Reference Entity is no longer comparable with its economic situation prior to this change and it can then lead to a material change in the creditworthiness of the Reference Entity which may considerably increase the probability of an acceleration event occurring. The risk resulting from such changes in the sphere of the Reference Entities is borne by the Holders.

In relation to certain determinations under the Terms and Conditions investors are dependent on the decisions of the "ISDA Credit Derivatives Determinations Committee"

ISDA has established Determinations Committees for the purpose of making decisions on subjects and questions in connection with credit derivatives and auctions organised by ISDA and these Determination Committees consist of participants in the credit derivatives market and the calculation agent and the Issuer do not have any influence on the decisions of the Determination Committee.

In relation to the Notes the decision of the Determination Committee on the occurrence (or non-occurrence) of certain potential credit events and a succession event in respect of a Reference Entity, the time of these occurrences and the identity of a successor will have a binding effect on the Holders.

Risks related to the pricing of the Notes

The issue price of the Notes may include a margin on the mathematical (fair) value of the Notes

The sales price of the Notes may include a margin on the mathematical ("fair") value of the Notes, which cannot be identified by an investor ("**Margin**"). The Margin will be determined at the reasonable discretion of the Issuer and may differ from margins charged by other issuers for comparable notes. This Margin may be used e.g. for commission payments made by the Issuer to its distributors as remuneration.

Since the Issuer will, when determining the price of the securities on the secondary market, also take into account, in particular, the subscription fee (*agio*), the spread between bid and ask prices as well as commission and other fees in addition to the mathematical (fair) value of the Notes, the prices quoted by the Issuer may considerably deviate from the fair market value of the Notes

Prices quoted by the Issuer are determined by the Issuer itself based on internal pricing models. The Issuer is generally the only person quoting a price for the Notes.

The Issuer determines the prices based on factors such as, in particular, the fair value of the Notes, which inter alia depends on the credit risk of the Reference Entity, and, if the Issuer provides bid and ask prices, the spread between the bid and ask prices desired by the Issuer. In addition to this, a subscription fee (*agio*) initially charged for the Notes is regularly included as well as any fees or costs (inter alia, administrative, transaction or comparable fees according to the Final Terms) which are to be deducted upon maturity or settlement of the Notes from any payments to be made. The quotation of prices on the secondary market is also dependent e.g. on costs associated with the initial issue of the Notes on the primary market, such as distribution fees paid to third parties. Furthermore, the Issuer will include its own profit margin.

The bid-ask spread will be fixed by the Issuer based on supply and demand for the Notes and certain revenue considerations.

Certain costs, which were associated with the initial issue of the Notes on the primary market, such as the *agio* or distribution fees paid to third parties and/or trailer fees will first be added to the fair value of the Notes and increase their price, but will then often not be divided equally over the term of the Notes and deducted from the price when prices are quoted, instead they are deducted entirely from the fair value of the Notes at an earlier date at the reasonable discretion of the Issuer.

The prices quoted by the Issuer can, therefore, substantially differ from the fair value of the Notes, or the value of the Notes to be expected economically on the basis of the factors mentioned above, at the relevant time.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

A wide range of Notes may be issued under this Prospectus. A number of these Notes may have features which contain particular risks for prospective investors. Set out below is a description of the most common such features.

In the event that any Notes are redeemed prior to their maturity, a Holder of such is exposed to risks that the Notes will be redeemed at the fair market value and the risk that he may only be able to reinvest the redemption proceeds in notes with a lower yield (Risk of Early Redemption).

The Issuer will always have the right to redeem the Notes if the Issuer is required to make additional (gross-up) payments for reasons of taxation. If the Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a holder of such Notes will only receive the fair market value of the Notes adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements. In addition, such Holder may only be able to reinvest the redemption proceeds in notes with a lower yield or with a similar yield of a higher risk.

The Notes 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 Notes (statutory loss absorption).

On 12 June 2014, the Bank Recovery and Resolution Directive ("**BRRD**") has been published.

The stated aim of the BRRD is to provide relevant 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 BRRD requires EU-Member States to transpose the BRRD into national law by 31 December 2014 at the latest and to apply the provisions (including the write-down or conversion of capital instruments) from 1 January 2015, those adopted to implement the bail-in tool shall be applied by EU-Member States from 1 January 2016 at the latest.

The "Austrian Act on the Recovery and Resolution of Banks" (*Bundesgesetz über die Sanierung und Abwicklung von Banken – "**BaSAG**"*) implementing BRRD fully entered into force on 1 January 2015 including the respective provisions relating to the bail-in tool.

The powers provided to "resolution authorities" (in Austria the FMA) shall include write down and conversion powers to ensure that, *inter alia*, relevant capital instruments fully absorb losses at the point of non-viability (defined below) of the issuing institution and applying the bail-in tool 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 write down such capital instruments on a permanent basis, or convert them into Common Equity Tier 1 items ("**CET 1**"), at the point of non-viability and before any other resolution tool is made use of (statutory loss absorption). Resolution authorities shall exercise the write-down 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, (iii) thereafter, if CET 1 and AT 1 are not sufficient to cover the relevant losses, the principal amount of Tier 2 instruments ("**Tier 2**") being reduced; (iv) thereafter, if CET 1, AT 1 and Tier 2 are not sufficient to cover the relevant losses, 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 Notes) (in accordance with the hierarchy of claims in the normal insolvency

proceedings) being reduced down to zero on a permanent basis. When the bail-in tool is applied for the purpose of restoring the capital of the institution, conversion of non-equity instruments into CET 1 items is to be made in the same order.

As safeguard, no creditor shall by use of these measures (either the bail-in tool or the write-down and conversion powers) be in a worse position than in ordinary insolvency proceedings ("no creditor worse off principle").

For the purposes of the 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, in order to remedy a serious disturbance in the economy of a Member State and preserve financial stability;
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
3. a resolution action is necessary in the public interest.

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 respectively 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.

The resolution authorities may also amend or alter the maturity of certain instruments or the amount of interest payable under such instruments, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

Hence, the Notes may be subject to write down or conversion into CET 1 upon the occurrence of the relevant trigger event, which may result in Holders losing some or all of their investment in the Notes. The exercise of any such power or any suggestion or anticipation of such exercise could, therefore, materially adversely affect the price or value of the Notes.

Besides of potentially being subject to resolution tools as set out above, the Issuer may also be subject to national insolvency proceedings.

Under the European Union Savings Directive, if a payment were to be made or collected through a paying agent in a state which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts with respect to any Notes as a result of the imposition of such withholding tax (No gross-up).

Under EC Council Directive 2003/48/EC (as amended) (the European Union Savings Directive) on the taxation of savings income, Member States have been required, since 1st July, 2005, to provide to the tax authorities of another member state details of payments of interest (or similar income) paid by a paying agent within its jurisdiction to an individual resident in that other member state. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system to withhold tax at a rate of 35 per cent. (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). In conformity with the prerequisites for the application of the European Union Savings Directive, a number of non-EU countries and territories including Switzerland have agreed to apply measures equivalent to those contained in the European Union Savings Directive (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive. The final form of the measure is still unknown.

If a payment were to be made or collected through a paying agent in a state which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts with respect to any Notes as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a paying agent following implementation of the Directive, the Issuer will be required, to the extent this is possible, to maintain a paying agent in a member state that will not be obliged to withhold or deduct tax pursuant to the Directive (if possible).

A paying agent in a member state that is not obliged to withhold or deduct tax from payments under the Notes pursuant to the Directive will have to provide details of payments of interest (or similar income) under the Notes to the member state in which the receiving individual is resident. The reporting obligation relates to, inter alia, information on the amount of interest paid as well as name, address and account details of the receiving individual in accordance with Article 8 of the Directive.

The Directive is currently under review and may be amended. The amendments currently under discussion pertain (amongst others) to the extension of the scope of the Directive to include interest income derived by natural persons through certain entities and a broadening of the scope of interest income subject to the Directive.

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

The Terms and Conditions of the Notes will be governed by Austrian law. Holders should thus note that the governing law may not be the law of their own home jurisdiction and that the law applicable to the Notes may not provide them with similar protection as their own law. Furthermore, no assurance can be given as to the impact of any possible judicial decision or change to Austrian law, or administrative practice after the date of this Prospectus.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

Holders are exposed to the risk of partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

Holders are subject to the risk of a partial or total failure of the Issuer to make interest (in case of Notes with periodic interest payments) and/or redemption payments that the Issuer is obliged to make under the Notes. The worse the creditworthiness of the Issuer, the higher the risk of loss (see also "Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme" above). A materialisation of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments.

Holders assume the risk that the credit spread of the Issuer widens resulting in a decrease in the price of the Notes.

A credit spread is the margin payable by the Issuer to the holder of an instrument as a premium for the assumed credit risk. Credit spreads are offered and sold as premiums on current risk-free interest rates or as discounts on the price.

Factors influencing the credit spread include, among other things, the creditworthiness and rating of the Issuer, probability of default, recovery rate, remaining term to maturity of the Notes and obligations under any collateralisation or guarantee and declarations as to any preferred payment or subordination. The liquidity situation of the market, the general level of interest rates, overall economic developments, and the currency, in which the relevant obligation is denominated may also have a negative effect.

Holders are exposed to the risk that the credit spread of the Issuer widens resulting in a decrease in the price of the Notes.

The Holder may be exposed to the risk that 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 Notes or income therefrom will decrease as inflation reduces the purchasing power of a currency. Inflation causes the rate of return to decrease in value. If the inflation rate exceeds the interest paid on any Notes the yield on such Notes will become negative.

There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, a Holder may not be able to sell his Notes at fair market prices.

Application has been made to admit the Programme to the Markets, each of which appears on the list of regulated markets issued by the European Commission. In addition, the Programme provides that Notes may be listed on an alternative market or stock exchange or may not be listed at all.

Regardless of whether the Notes are listed or not, there can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If the Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain, which may adversely affect the liquidity of the Notes. In an illiquid market, a Holder might not be able to sell its Notes at any time at fair market prices or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. Generally, these types of Notes would have a more limited secondary market and more price volatility than

conventional debt securities. Illiquidity may have a material adverse effect on the market value of Notes. The possibility to sell the Notes might additionally be restricted by country-specific reasons.

There is a risk that trading in the Notes or the Reference Obligation will be suspended, interrupted or terminated, which may have an adverse effect on the price of such Notes.

If the Notes are listed on one (or more) markets (which may be regulated or unregulated), the listing of such Notes 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 Holders. Furthermore, trading in the Notes may be terminated, either upon decision of the stock exchange, a regulatory authority or upon application by the Issuer. Where trading in the Reference Obligation of the Notes is suspended, interrupted or terminated, trading in the respective Notes may also be suspended, interrupted or terminated and existing orders for the sale or purchase of such Notes may be cancelled. Holders should note that the Issuer has no influence on trading suspension or interruptions (other than where trading in the Notes is terminated upon the Issuer's decision) and that Holders in any event must bear the risks connected therewith. In particular, Holders may not be able to sell their Notes where trading is suspended, interrupted or terminated, and the stock exchange quotations of such Notes may not adequately reflect the price of such Notes. Furthermore, a trading suspension, interruption or termination of Reference Obligation may cause a suspension, interruption or termination of trading in the Notes and may as well result in an artificial or wrong valuation of the Notes. Finally, even if trading in Notes or the Reference Obligation is suspended, interrupted or terminated, Holders should note that such measures may neither be sufficient nor adequate nor in time to prevent price disruptions or to safeguard the Holders' interests; for example, where trading in Notes is suspended after price-sensitive information relating to such Notes has been published, the price of such Notes may already have been adversely affected. All these risks would, if they materialise, have a material adverse effect on the Holders.

Holders are exposed to the risk of an unfavourable development of market prices of their Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes.

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Instrument. The Holder is therefore exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. Holders should also be aware that Notes may be issued at a price higher than the market price at issue and/or the redemption amount. This will increase the impact that unfavourable market price developments may have on the Notes. If the Holder decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the relevant Final Terms.

Exchange rate risks may occur, if a Holder's financial activities are denominated in a currency or currency unit other than the Specified Currency in which the Issuer will make principal and interest payments. Furthermore, government and monetary authorities may impose exchange controls that could adversely affect an applicable exchange rate.

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if a Holder's financial activities are denominated principally in a currency or currency unit (the Holder's Currency) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Holder's Currency) and the risk that authorities with jurisdiction over the Holder's Currency may impose or modify exchange controls. An appreciation in the value of the Holder's Currency relative to the Specified Currency would decrease (i) the Holder's Currency-equivalent yield on the Notes, (ii) the Holder's Currency-equivalent value of the principal payable on the Notes, and (iii) the Holder's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Holders may receive less interest or principal than expected, or no interest or principal.

If a loan or credit is used to finance the acquisition of the Notes, the loan or credit may significantly increase the amount of a loss.

If a loan is used to finance the acquisition of the Notes by a Holder and the Issuer is subsequently unable to repay any or all of the principal and interest otherwise payable under the Notes, or if the trading price diminishes significantly, the Holder may not only have to face a potential loss on its investment, but it will also have to repay the loan and pay interest thereon. A loan may therefore significantly increase the amount of a potential loss. Holders should not assume that they will be able to repay the loan or pay interest thereon from the profits of a transaction. Instead, Holders should assess their financial situation prior to an investment, as to whether they are able to pay interest on the loan, repay the loan on demand, and that they may suffer losses instead of realising gains.

Incidental costs related in particular to the purchase and sale of the Notes may have a significant impact on the profit potential of the Notes.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) may be incurred in addition to the purchase or sale price of the Notes. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value. To the extent that additional - domestic or foreign - parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Holders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), investors must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Potential investors should note that the purchase price applicable to the Notes on a given day will often include a bid-ask spread so that the purchase price will be higher than the price at which Holders are able to sell any such Notes on that given day.

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

The Notes are purchased and sold through different clearing systems, such as Oesterreichische Kontrollbank Aktiengesellschaft. The Issuer does not assume any responsibility as to whether the Notes are actually transferred to the securities portfolio of the relevant investor. Holders have to rely on the functionality of the relevant clearing system.

Holders should note that the applicable tax regime may change to the disadvantage of the Holders and therefore, the tax impact of an investment in the Notes should be carefully considered.

Interest payments on Notes, or profits realised by a Holder upon the sale or repayment of Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. Prospective investors should contact their own tax advisors for advice on the tax impact of an investment in the Notes. Furthermore, the applicable tax regime may change to the disadvantage of the investors in the future.

Legal investment considerations may restrict certain investments

The investment activities of certain Holders 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) Notes are legal investments for it, (ii) Notes can be used as collateral for var-

ious types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Furthermore, the Terms and Conditions of the Notes may contain 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 Notes, which could result in the Holders not being able to claim (or only to claim partial) indemnification for damage that has been caused to them. Holders should therefore inform themselves about such exclusions or restrictions of liability and consider whether these are acceptable for them.

Risks related to FATCA

Payments, including principal, on the Notes to Holders and beneficial owners of interests in the Notes that (i) fail to comply with tax certifications or identification requirements (including providing a waiver of any laws prohibiting the disclosure of such information to a taxing authority) or (ii) are financial institutions that fail to comply with the U.S. Foreign Account Tax Compliance Act or any analogous provisions of non-U.S. laws, including any voluntary agreements entered into with a taxing authority pursuant thereto, may be subject to a withholding tax of 30 percent. The Issuer will not be obligated to make any additional payments in respect of any such amounts withheld by the Issuer or an intermediary paying agent.

Sections 1471 through 1474 of the US Internal Revenue Code (the "**Code**"), an agreement entered into with the US Internal Revenue Service pursuant to such sections of the Code, or an intergovernmental agreement between the United States and another jurisdiction in furtherance of such sections of the Code (including any non-US laws implementing such an intergovernmental agreement) (collectively referred to as "**FATCA**") may impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to (i) any non-US financial institution (a foreign financial institution or "**FFI**" (as defined by FATCA)) that does not become a "**Participating FFI**" by entering into an agreement with the Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors, unless otherwise exempt from or deemed to be in compliance with FATCA, or, where applicable, the FFI complies with any local laws enacted in respect of an intergovernmental agreement with the United States and (ii) any investor that (unless otherwise exempted) does not provide certain tax certifications or ownership information (or, if applicable, a waiver of any laws prohibiting disclosure of such information to a taxing authority) (a "**Recalcitrant Holder**"). There can be no assurances that the Issuer, a financial intermediary, or the Notes will not be subject to the requirements imposed under FATCA.

The United States has negotiated several intergovernmental agreements (each, an "**IGA**") with other jurisdictions, including Austria, to facilitate the implementation of FATCA. Austria and the United States have entered into a "Model 2" IGA, pursuant to which an Austrian FFI can be treated as a "Reporting FI" not subject to withholding under FATCA on any payments it receives. Under the terms of the IGA with Austria (the "**Austrian IGA**"), an Austrian FFI is required to register with the IRS and agree to comply with the terms of FATCA, as modified by the Austrian IGA. Under the IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to the IRS. As at the date of this Prospectus, the Issuer has registered with the IRS and certified its status as a "Reporting Model 2 FFI" to avoid withholding on payments to it. Similarly, a financial institution, broker, agent or other intermediary (together, the "**Intermediaries**") through which a beneficial owner of Notes holds its interests may also enter into a FATCA Agreement to avoid the U.S. withholding tax.

The Issuer expects to comply with FATCA, including any applicable IGAs. There is no assurance, however, that the Issuer will always be able to comply with the relevant requirements or that it or a financial intermediary through which payments on the Notes are made would not be required to deduct FATCA withholding from payments on the Notes.

In the event that the Issuer or an Intermediary is required to deduct a withholding tax on payments on an Instrument in compliance with FATCA, no additional amounts will be payable to the Holder or beneficial owner of an Instrument under the Terms and Conditions of the Notes.

FATCA is particularly complex and the full extent of its application to the Issuer, Intermediaries and the Notes is uncertain. The Issuer's ability to avoid the withholding taxes under FATCA may not be within its control. In addition, there can be no assurance that payments on an Instrument will not be subject to with-

holding under FATCA. The above description is based in part on regulations, official guidance and IGAs, all of which are subject to change or may be implemented in a materially different form. Accordingly, potential investors should consult their own tax advisers about how FATCA may affect an investment in the Notes.

CIRCULAR 230 NOTICE. THE FOLLOWING NOTICE IS BASED ON U.S. TREASURY REGULATIONS GOVERNING PRACTICE BEFORE THE U.S. INTERNAL REVENUE SERVICE: (1) ANY U.S. FEDERAL TAX ADVICE CONTAINED HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (2) ANY SUCH ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS DESCRIBED HEREIN; AND (3) EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

2. THE NOTES

2.1. General Information about the Notes

2.1.1 Listing and trading

Application may be made to admit the Programme and/or Notes to the Markets or as otherwise specified in the relevant Final Terms and references to listing shall be construed accordingly. As specified in the relevant Final Terms, a Series may, but need not be, listed on the Markets or any other market or stock exchange. At the date of this Prospectus, notes of the Issuer are admitted to trading on the Market of the Luxembourg Stock Exchange, Euronext Amsterdam, Baden-Württembergische Wertpapierbörse, SIX Swiss Exchange, Frankfurter Wertpapierbörse and on the Austrian Markets.

2.1.2 Currency of the Notes

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency.

2.1.3 Terms and conditions of the offer, offer period

The offer of Notes 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 Notes are offered on the value date in one or several Tranches, with different features (as described in this Prospectus), at a fixed price (plus an issuing premium if applicable). Thereafter the Notes may be sold over-the-counter.

The invitation to prospective investors to make offers for the subscription of Notes is carried out by the Issuer, if any. An offer to subscribe for Notes may be made by an investor to the Issuer or distribution partners, if any, on the value date. The Issuer retains the right to accept or reject subscription offers, in whole or in part.

In general, no maximum subscription amount will be set by the Issuer.

2.1.4 Issue Price

Notes may be issued at their principal amount or at a discount or premium to their principal amount (as specified in the relevant Final Terms). The issue price and the amount of the relevant Notes will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions.

2.1.5 Delivery of the Notes

On or before the issue date for each Tranche the Global Note representing bearer notes will be deposited with OeKB.

2.1.6 Clearing Systems and form and delivery

The Notes will in all cases be cleared through OeKB (and may be settled through Euroclear and Clearstream, Luxembourg). The International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

2.1.7 Restrictions on the free transferability of the securities

The Notes are freely transferable.

2.1.8 Ranking of the Notes

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and (subject to any applicable statutory exceptions and without prejudice to the aforesaid) the payment obligations of the Issuer under the Notes rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future.

2.1.9 Consents and approvals, resolutions in respect of the issue of the Notes

The Issuer has obtained all necessary consents, approvals and authorisations in Austria in connection with the issue and performance of Notes. Tranches of Notes will be issued under the Programme in accordance with internal approvals, as in force from time to time, provided that, unless otherwise specified in the Final Terms, issues of Notes from 1 January 2015 until 31 December 2015 will be made in accordance with a resolution of the Management Board of the Issuer passed on 5 December 2014 and by a resolution of the Supervisory Board of the Issuer passed on 11 December 2014, and issues of Notes in 2016 will be made in accordance with resolutions of the Management Board, the Risk Management Committee of the Supervisory Board (if any) and the Supervisory Board of the Issuer which are expected to be adopted in December 2015.

2.1.10 Reasons for the offer and use of proceeds from the sale of the Notes

The net proceeds from the issue of any Notes will be used by the Issuer for its general funding purposes and for making profit.

2.1.11 Applicable law, place of performance and place of jurisdiction

The Notes will be governed by Austrian law.

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

2.1.12 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 "Conflicts of interest of the Issuer, the Paying Agent and the Calculation Agent in relation to the Reference Entity may have a negative effect on the price development of the Notes" in the Prospectus and under "Interest of Natural and Legal Persons involved in the Issue or the Offering" under "Other information" in the relevant Final Terms.

2.1.13 Fees

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

3. TERMS AND CONDITIONS OF THE NOTES

The following terms and conditions contain in the general conditions (the "**General Conditions**") the conditions which apply to all issues and in the issue specific conditions (the "**Issue Specific Conditions**") all variable or optional conditions which may apply for a specific issue. The Issue Specific Conditions and the General Conditions collectively form the "**Terms and Conditions**" of the respective issue. The Issuer shall determine in the Final Terms which options or variables of the Issue Specific Conditions (including all sub-options) apply to the respective issue in which all applicable provisions of the Issue Specific Conditions are repeated and all relevant gaps of the Issue Specific Conditions are completed. The General Conditions are not repeated or supplemented in the Final Terms.

A. GENERAL CONDITIONS

§ 1 FORM

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

(2) *Permanent Global Note*. The Notes are represented by a permanent global note (the "**Permanent Global Note**" or the "**Global Note**") without coupons; the claim for interest payments under the Notes (if any) is represented by the Permanent Global Note. The Permanent Global Note shall be signed by authorised signatories of the Issuer. Definitive Notes and coupons will not be issued.

§ 2 CERTAIN DEFINITIONS

(1) *Clearing System*. The Global Note will be kept in custody by or on behalf of a Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means Oesterreichische Kontrollbank Aktiengesellschaft, Am Hof 4, 1010 Vienna, Austria ("**OeKB**") and any successor in such capacity.

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

§ 3 STATUS

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and (subject to any applicable statutory exceptions and without prejudice to the aforesaid) the payment obligations of the Issuer under the Notes rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future.

§ 4 PAYMENTS

(1) *Payments*. Payment on the Notes shall be made to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

(2) *Default Interest.* If the Issuer fails to make payments on the Notes when due, interest shall accrue on the outstanding amount from, and including, the due date to, but excluding, the date of actual payment at the statutory default interest rate². This does not restrict any additional rights that might be available to the Holders.

§ 5

REDEMPTION FOR REASONS OF TAXATION

(1) *Early Redemption for Reasons of Taxation.* The Notes will be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than 30 Business Days' nor more than 90 Business Days' prior notice of redemption to the Paying Agent and, in accordance with § 11, to the Holders (which notice shall be irrevocable), if on the next succeeding Interest Payment Date (if any) or Maturity Date, the Issuer will become obliged to pay Additional Amounts pursuant to § 7 (1) as a result of any change in, or amendment to, the laws or regulations of the Republic Austria or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes is issued, and such amendment or change has been evidenced by the delivery by the Issuer to the Paying Agent (who shall accept such certificate and opinion as sufficient evidence thereof) of (i) a certificate signed by two authorised signatories of the Issuer on behalf of the Issuer stating that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), describing the facts leading thereto and stating that such requirement cannot be avoided by the Issuer taking reasonable measures available to it and (ii) an opinion of independent legal advisers of recognised reputation to the effect that such amendment or change has occurred (irrespective of whether such amendment or change is then effective), provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts if a payment in respect of the Notes would then be due. No such notice of redemption shall be given if at the time such notice is given, the obligation to pay such Additional Amounts does not remain in effect.

(2) *Early Redemption Amount.* For purposes of this § 5 and § 9, the early redemption amount of a Note shall be the amount determined in good faith and in a commercially reasonable manner by the Calculation Agent to be the fair market value of the Notes immediately prior to (and ignoring the circumstances leading to) such early redemption, adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other securities of any type whatsoever hedging the Issuer's obligations under the Notes).

§ 6

PAYING AGENT AND CALCULATION AGENT

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

Principal Paying Agent and Calculation Agent:

Erste Group Bank AG
Graben 21
1010 Vienna

² The statutory default interest rate amounts to 4% (§ 1000 Sec 1 of the Austrian General Civil Code (ABGB). The same percentage shall apply to Holders which are entrepreneurs within the meaning of the Austrian Commercial Code (UGB).

Austria

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

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

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

The Issuer undertakes, to the extent this is possible, to maintain a Paying Agent in a member state of the European Union in which it shall not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26–27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

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

§ 7 TAXATION

(1) *General Taxation.* All amounts of principal and interest payable to the Holder (or a third party on behalf of the Holder) in respect of the Notes shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever (the "**Taxes**") imposed or levied by way of deduction or withholding by or on behalf of the Republic of Austria or any political subdivision or any authority thereof having power to tax, unless such deduction or withholding is required by law. In such event, the Issuer shall, to the extent permitted by law, pay such additional amounts of principal and interest (the "**Additional Amounts**") as shall be necessary in order that the net amounts of principal and interest received by the Holder (or a third party on behalf of the Holder), after such deduction or withholding, shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such deduction or withholding; except that no such Additional Amounts shall be payable on account of Taxes which

(a) are deducted or withheld by reason of the Holder (or a third party on behalf of the Holder) (i) for tax purposes having, or having had at the time of acquisition of the Notes, another nexus to the Republic of Austria than merely being, or having been, the bearer of the Notes, or (ii) receiving an amount payable in respect of the Notes by, or involving an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*; both terms as defined in sec. 95(2) of the Austrian Income Tax Act 1988 (*Einkommensteuergesetz 1988*) as amended or a subsequent legal provision, if any); Austrian withholding tax on investment income (*Kapitalertragsteuer*) shall thus not qualify as a tax for which the Issuer would be obliged to pay Additional Amounts; or

(b) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation to

which the Republic of Austria and/or the European Union is a party/are parties, or (iii) any provision of law implementing, or introduced in connection with, such directive, regulation, treaty or understanding; Austrian EU-withholding tax (*EU-Quellensteuer*) pursuant to the Austrian EU-Withholding Tax Act (*EU-Quellensteuergesetz*) shall thus not qualify as a tax for which the Issuer would be obliged to pay Additional Amounts; or

(c) are deducted or withheld pursuant to an international treaty or a civil law agreement concluded by a state and/or one of its political subdivisions and/or one of its authorities and/or a group of states on the one hand and the Republic of Austria and/or one of its political subdivisions and/or the European Union and/or the Issuer and/or an intermediary on the other hand; or

(d) are refundable or for which a relief at source is available pursuant to the laws of the Republic of Austria, a European Union directive or regulation or an international treaty or understanding to which the Republic of Austria and/or the European Union is a party/are parties; or

(e) would not have had to be deducted or withheld if the Holder (or a third party on behalf of the Holder) had duly submitted documentation or evidence to qualify for a tax exemption; or

(f) are payable in a different way than by being deducted or withheld from payments of principal or interest on the Notes; or

(g) are deducted or withheld after payment by the Issuer during the transfer to the Holder; or

(h) would not have been deducted or withheld if the Holder had duly submitted a claim for the respective payment of principal or interest within 30 days after the due date; or

(i) are deducted or withheld although such deduction or withholding could have been avoided by effecting a payment via another paying agent in an EU member state, which would not have been obliged to such deduction or withholding; or

(j) are deducted or withheld by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 11, whichever occurs later; or

(k) are deducted or withheld pursuant to a combination of the circumstances listed in (a) to (j).

(2) *U.S. Foreign Account Tax Compliance Act (FATCA)*. The Issuer is authorised to withhold or deduct from amounts payable under the Notes to a Holder or beneficial owner of Notes sufficient funds for the payment of any tax that it is required by law to withhold or deduct pursuant to the U.S. Foreign Account Tax Compliance Act ("**FATCA**") (including under a voluntary agreement entered into with a taxing authority as described in Section 1471(b) of the U.S. Internal Revenue Code (the "**FATCA Agreement**")). The Issuer will not be required to make any payment of additional amounts for or on account of any withholding tax deducted by the Issuer or an intermediary in compliance with FATCA. For the avoidance of doubt, the withholding or deduction of any amounts which are withheld or deducted pursuant to a FATCA Agreement shall be treated as being required by law.

§ 8

PRESCRIPTION

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

§ 9

ACCELERATION

(1) *Events of Default*. Each Holder shall be entitled to declare its Notes due in accordance with paragraph (2) and demand immediate redemption thereof at the early redemption amount (as defined in § 5), together with accrued interest (if any) to (but excluding) the date of repayment, in the event that:

(a) default is made on the payment of interest (if any) or principal in respect of the Notes for a period of 15 calendar days (in the case of interest) or seven calendar days (in the case of principal) from (and in-

cluding) the relevant Interest Payment Date or Maturity Date; or

(b) the Issuer fails to perform or observe any covenant, condition or provision contained in the Terms and Conditions (other than any obligation for the payment of principal or interest (if any) in respect of the Notes) which it is obliged to perform and observe, which default is incapable of remedy or is not remedied within 45 calendar days after notice of such default shall have been given to the Paying Agent at its specified office by any Holder; or

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

(2) *Notice.* Any notice, including any notice declaring Notes due in accordance with paragraph (1), shall be made in accordance with § 11 (3).

§ 10 FURTHER ISSUES OF NOTES, PURCHASES AND CANCELLATION

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

(2) *Purchases.* The Issuer and any of its Subsidiaries may at any time purchase Notes in the open market or otherwise at any price. Notes purchased by the Issuer or the Subsidiary may, at the option of the Issuer or such Subsidiary, be held, resold or surrendered to the Paying Agent for cancellation.

"**Subsidiary**" means either:

(i) any company which is then, directly or indirectly, controlled, or at least 50 *per cent.* of whose issued equity share capital (or equivalent) is then beneficially owned, by the Issuer and/or one or more of its Subsidiaries. For a company to be controlled by another means that the other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the management board or other governing body of that company or otherwise controls or has the power to control the affairs and policies of that company; or

(ii) any company regarded as a subsidiary of the Issuer in accordance with International Financial Reporting Standards.

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

§ 11 NOTICES

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

(2) *Notification to Clearing System.* If the publication of notices pursuant to paragraph (1) is no longer

required by law, the Issuer may, in lieu of publication in the media set forth in paragraph (1), deliver the relevant notices to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh calendar day after the calendar day on which said notice was given to the Clearing System.

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

§ 12

APPLICABLE LAW AND PLACE OF JURISDICTION

(1) *Applicable Law.* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, Austrian law.

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

B. ISSUE SPECIFIC CONDITIONS

[OPTION I – TERMS AND CONDITIONS FOR ASSET LINKED SINGLE CURRENCY NOTES:

§ 1

CURRENCY, AGGREGATE PRINCIPAL AMOUNT, DENOMINATION, ISSUE DATE AND BUSINESS DAY

(1) *Currency, Aggregate Principal Amount and Denomination.* This tranche (the "Tranche") of notes (the "Notes") is being issued by Erste Group Bank AG (the "Issuer") in **[insert specified currency]** (the "Specified Currency") in the aggregate principal amount of **[insert specified currency and aggregate principal amount]** (in words: **[insert aggregate principal amount in words]**) (the "Aggregate Principal Amount") in the denomination of **[insert specified currency and specified denomination]** (the "Specified Denomination" or the "Principal Amount per Note") on **[insert issue date]** (the "Issue Date").

(2) *Business Day.* "Business Day" means a calendar day (other than a Saturday or a Sunday) on which [commercial banks and foreign exchange markets in [Vienna] **[insert other financial centre(s)]** settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) and] the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 or its successor ("TARGET") is open.

[In case of Notes without any periodic payments of interest, insert:

§ 2

INTEREST

No periodic payments of interest will be made on the Notes.]

[In case of Notes with periodic payments of interest, insert:

§ 2

INTEREST

[In case of Notes without any change in the rate of interest until Maturity, insert:

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their outstanding aggregate principal amount at the rate of **[insert the rate of interest]** per cent. *per annum* from, and including, **[insert Interest Commencement Date]** (the "Interest Commencement Date") to, but excluding, the Maturity Date (as defined in § 3 (1)).]

[In case of Step-up or Step-down Notes, insert:

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their outstanding aggregate principal amount from, and including, **[insert Interest Commencement Date]** (the "Interest Commencement Date") to, but excluding, the Maturity Date (as defined in § 3 (1)) as follows:

from, and including,	to, but excluding,	at the rate of
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[insert date]	[insert date]	[insert Rate of Interest] per cent. per annum
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]

[In case of a short or long first or last interest period, insert: With the exception of the [first] [last] payment of interest, interest] **[In case of Notes which have only regular interest payments, insert:** Interest] shall be payable **[in case of quarterly interest payments, insert:** quarterly] **[in case of semi-annual interest payments, insert:** semi-annually] **[in case of annual interest payments, insert:** annually] in arrear on **[insert Interest Payment Dates]** in each year (each such date, an "Interest Payment Date"), commencing on **[insert first Interest Payment Date]** and ending on **[insert last Interest Payment Date]**. Interest Payment Dates are subject to adjustment in accordance with the following provisions of this § 2 and the provisions set out in § 5 of the Issue Specific Conditions.

(2) *Cancellation of interest upon the occurrence of an Acceleration Event.* If, pursuant to the determination of the Calculation Agent between the Issue Date (including) and the Last Credit Event Observation Date (as defined in § 4) (including), an Acceleration Event (as defined in § 4) occurs with respect to the Reference Entity and/or the Reference Obligation and the Issuer publishes an Acceleration Event Notice between the Issue Date (including) and the Maturity Date of the Notes (including), interest on the Notes shall neither be paid for the Interest Period in which the Acceleration Event has occurred nor for any of the subsequent Interest Periods. The cancelled claim to interest will not revive due to the fact that the circumstances that triggered an Acceleration Event are remedied subsequently or cease to exist.

(3) *Postponement of the Interest Payment Date.* If an application has been filed with the DC Secretary for a resolution in relation to the existence of a Credit Event (as defined in § 4) in respect of the Reference Entity prior to the Scheduled Last Credit Event Observation Date and if the Determinations Committee has not made a resolution on this application by the last ISDA-Business Day prior to the respective Interest Payment Date, the Issuer can postpone the respective Interest Payment Date(s) by up to [70] **[insert other number of calendar days]** calendar days.

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Western European Sovereign or Emerging European or Middle Eastern Sovereign or Emerging European Corporate or Japanese Sovereign or Latin American Sovereign or Asian Sovereign or Latin American Corporate:

If a Potential Repudiation/Moratorium (as defined in § 4) occurs on or prior to the Scheduled Last Credit Event Observation Date and the Issuer has published a Repudiation/Moratorium-Extension Notice (as defined in § 4) on or prior to the Scheduled Last Credit Event Observation Date, then the respective Interest Payment Date(s) shall be postponed to the [70]th **[insert other number of calendar days]** calendar day following the Repudiation/Moratorium Evaluation Date (as defined in § 4).]

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign or Emerging European Corporate or Latin American Corporate:

If a Potential Failure to Pay (as defined in § 4) occurs with respect to the Obligation of the Reference Entity, to which a Grace Period applies (as defined in § 4), on or prior to the Scheduled Last Credit Event Observation Date and if this Grace Period does not end on or prior to the last ISDA-Business Day prior to the respective Interest Payment Date, then the respective Interest Payment Date(s) is or are postponed to the [70]th **[insert other number of calendar days]** calendar day following the day on which the

Grace Period expires.]

If the Interest Payment Date is postponed and the Issuer does not publish an Acceleration Event Notice, the Issuer is only obliged to pay the respective amount of interest which would have been payable on the originally scheduled Interest Payment Date without such a postponement. The Issuer is not obliged to pay additional amounts with respect to the postponement of the Interest Payment Date or the Maturity Date.

Whereby:

"Acceleration Event Notice" means a written notice from the Issuer to the Holders that an Acceleration Event has occurred. An Acceleration Event Notice must contain a description in reasonable detail of the facts relevant to the determination that an Acceleration Event has occurred. The Acceleration Event that is the subject of the Acceleration Event Notice does not need to continue on the date the Acceleration Event Notice becomes effective.

"Credit Derivatives Definitions" means the 2014 Credit Derivatives Definitions as published by ISDA.

"DC Secretary" is a committee established by the International Swaps and Derivatives Association, Inc. (or any successor organisation) ("**ISDA**") which comprises representatives of participants in the capital market and makes certain resolutions in connection with credit derivatives, as more fully described in the Credit Derivatives Determinations Committees Rules, as amended from time to time.

"Determinations Committee" means the relevant ISDA Credit Derivatives Determinations Committee established by ISDA and making determinations that apply to credit derivative transactions on subjects including Credit Events, CDS Auctions, Successor Reference Entities and other issues.

"Interest Period" is each period from the Interest Commencement Date (including) to the first Interest Payment Date (excluding) or each period from an Interest Payment Date (including) to the next following Interest Payment Date (excluding).

"ISDA Business Day" means a day (except for Saturday or Sunday) on which (a) the banks in London [*in case of a Reference Entity whose reference entity type is North American Corporate, insert:* and New York] are open for transactions (including foreign exchange transactions and foreign currency deposit transactions), and (b) all parts of TARGET which are significant for settling payments in euro are in operation.

"Reference Entity" and **"Type of Reference Entity"** means:

Reference Entity:	Type of Reference Entity:	Financial Reference Entity:
[insert Reference Entity]	[insert Type of Reference Entity]	[insert "Yes" if Reference Entity is a Financial Reference Entity and the Type of Reference Entity is not a North American Corporate or Emerging European or Latin American Corporate otherwise "No"]

or its respective Successor.

"Successor" is, provided the Determinations Committee has made a resolution on a Successor of the Reference Entity, the Successor named by the DC Secretary. If the DC Secretary has not published a resolution with respect to a Successor of the Reference Entity, the Successor is one or all direct or indirect Successor(s) of the Reference Entity, as determined by the Calculation Agent at its reasonable discretion and on the basis of the determinations of the Successor, in accordance with the Credit Deriva-

tives Definitions, regardless of whether it or they assume(s) any obligation of the Reference Entity.

(4) *Calculation of Amount of Interest.* The Calculation Agent will calculate the amount of interest payable under the Notes (the "**Amount of Interest**") in respect of the Specified Denomination for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction (as defined below) and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency, with half of such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

[in case Actual/Actual (ICMA) applies, insert:

1. if the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified below) that would occur in one calendar year; or

2. if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of

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

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

"**Determination Period**" means the period from, and including, a Determination Date to, but excluding, the next Determination Date (including, where the Interest Commencement Date is not a Determination Date, the period commencing on the first Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not a Determination Date, the first Determination Date falling after the final Interest Payment Date, as the case may be.

The number of interest determination dates per calendar year (each a "**Determination Date**") is ***[insert number of regular interest payment dates per calendar year].***

[in case Actual/Actual (ISDA) or Actual/365 applies, insert: the actual number of days in the Calculation Period divided by 365 (or, if any calculation portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[in case Actual/365 (Fixed) applies, insert: the actual number of days in the Calculation Period divided by 365.]

[in case Actual/360 applies, insert: the actual number of days in the Calculation Period divided by 360.]

[in case 30/360, 360/360 or Bond Basis applies, insert: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (1) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that

includes that last day shall not be considered to be shortened to a 30-day month, or (2) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[in case 30E/360 or Eurobond Basis applies, insert: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).**]]**

§ 3 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, and subject to adjustment in accordance with the following provisions (in particular subject to the occurrence of an Acceleration Event (as defined in § 4)), the Notes shall be redeemed at their Final Redemption Amount on **[insert Maturity Date]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be the product of the Redemption Price and the Principal Amount per Note. The "**Redemption Price**" is **[insert redemption price as a percentage]** per cent.

If an application has been filed with the DC Secretary for a resolution in relation to the existence of a Credit Event in respect of the Reference Entity prior to the Scheduled Last Credit Event Observation Date and if the Determinations Committee has not reached a resolution on this application by the last ISDA Business Day prior to the Scheduled Last Credit Event Observation Date (as defined in § 4), the Issuer can postpone the Maturity Date by up to **[70]** **[insert other number of calendar days]** calendar days.

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Western European Sovereign or Emerging European or Middle Eastern Sovereign or Emerging European Corporate or Japanese Sovereign or Latin American Sovereign or Asian Sovereign or Latin American Corporate:

If a Potential Repudiation/Moratorium (as defined in § 4) occurs between the Issue Date (including) and the Scheduled Last Credit Event Observation Date (including) and the Issuer has published a Repudiation/Moratorium-Extension Notice (as defined in § 4) on or prior to the Scheduled Last Credit Event Observation Date, then the Maturity Date shall be postponed to the **[70]th [insert other number of calendar days]** calendar day following the Repudiation/Moratorium Evaluation Date.]

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign or Emerging European Corporate or Latin American Corporate:

If a Potential Failure to Pay (as defined in § 4) with respect to an Obligation, to which a Grace Period applies, occurs between the Issue Date (including) and the Scheduled Last Credit Event Observation Date (including) and this Grace Period does not end on or prior to the Scheduled Last Credit Event Observation Date, then the Maturity Date is postponed to the **[70]th [insert other number of calendar days]** calendar day following the day on which the Grace Period expires.]

(2) *Consequence of the occurrence of an Acceleration Event.* If, pursuant to the determination of the Calculation Agent an Acceleration Event occurs between the Issue Date (including) and the Last Credit Event Observation Date (including) with respect to the Reference Entity and/or the Reference Obligation and the Issuer publishes an Acceleration Event Notice between the Issue Date (including) and the Maturity Date (including), the Issuer is released from its obligation to redeem the Notes on the Maturity Date at the Final Redemption Amount. The claim to redemption of the Final Redemption Amount will not

revive due to the fact that the circumstances that triggered an Acceleration Event are remedied subsequently or cease to exist.

If the Issuer is released, according to the preceding paragraph, from its obligation to redeem the Notes, it must pay the Holders the Acceleration Event Redemption Amount per Note on the Cash Settlement Date at the latest.

Whereby:

"Cash Settlement Date" is the [30]th *[insert other calendar day]* calendar day following the calendar day on which the Issuer has published the Acceleration Event Notice, in accordance with § 11 of the General Conditions.

"Acceleration Event Redemption Amount" means the Reference Obligation Liquidation Proceeds, adjusted for the cost or profit of an unwind of any hedging Interest Rate Swaps, if any, and subject to a minimum of zero, to be determined in good faith and in a commercially reasonable manner of the Calculation Agent.

[In case of Notes without any periodic payments of interest, insert:

"Acceleration Event Notice" means a written notice from the Issuer to the Holders that an Acceleration Event has occurred. An Acceleration Event Notice must contain a description in reasonable detail of the facts relevant to the determination that an Acceleration Event has occurred. The Acceleration Event that is the subject of the Acceleration Event Notice does not need to continue on the date the Acceleration Event Notice becomes effective.

"Credit Derivatives Definitions" means the 2014 Credit Derivatives Definitions as published by ISDA.

"DC Secretary" is a committee established by the International Swaps and Derivatives Association, Inc. (or any successor organisation) ("**ISDA**") which comprises representatives of participants in the capital market and makes certain resolutions in connection with credit derivatives, as more fully described in the Credit Derivatives Determinations Committees Rules, as amended from time to time.

"Determinations Committee" means the relevant ISDA Credit Derivatives Determinations Committee established by ISDA and making determinations that apply to credit derivative transactions on subjects including Credit Events, CDS Auctions, Successor Reference Entities and other issues.

"ISDA Business Day" means a day (except for Saturday or Sunday) on which (a) the banks in London *[in case of a Reference Entity whose reference entity type is North American Corporate, insert: and New York]* are open for transactions (including foreign exchange transactions and foreign currency deposit transactions), and (b) all parts of TARGET which are significant for settling payments in euro are in operation.

"Reference Entity" and **"Type of Reference Entity"** means:

Reference Entity:	Type of Reference Entity:	Financial Reference Entity:
[insert Reference Entity]	[insert Type of Reference Entity]	[insert "Yes" if Reference Entity is a Financial Reference Entity and the Type of Reference Entity is not a North American Corporate or Emerging European or Latin American Corporate otherwise "No"]

or its respective Successor.

"Successor" is, provided the Determinations Committee has made a resolution on a Successor of the Reference Entity, the Successor named by the DC Secretary. If the DC Secretary has not published a resolution with respect to a Successor of the Reference Entity, the Successor is one or all direct or indirect Successor(s) of the Reference Entity, as determined by the Calculation Agent at its reasonable discretion and on the basis of the determinations of the Successor, in accordance with the Credit Derivatives Definitions, regardless of whether it or they assume(s) any obligation of the Reference Entity.]

"Interest Rate Swaps" means all internal or external derivative transactions or agreements entered into by the Issuer or any of its affiliates in relation to the Reference Obligation underlying the Notes.

"Reference Obligation Liquidation Proceeds" means, with respect to the Reference Obligation Nominal Amount, the amount denominated in the Specified Currency which a potential seller would have received from the Selected Dealer (as defined below) in respect of the sale of the Reference Obligation (including any Replacement Entitlement (if applicable)) as determined by the Calculation Agent through the following procedure:

- (a) on a Business Day selected by the Calculation Agent within 5 Business Days from (but excluding) the day on which an Acceleration Event has occurred in the opinion of the Calculation Agent (such date, the **"Liquidation Date"**), the Calculation Agent shall attempt to obtain firm bid quotations from at least 3 Dealers in accordance with prevailing market practice for the Reference Obligation (including any Replacement Entitlement (if applicable)) for a nominal amount equal to the Reference Obligation Nominal Amount and with a settlement date for the sale in accordance with prevailing market practice;
- (b) the Calculation Agent shall determine the Reference Obligation Liquidation Proceeds based on the quote from the Dealer who has submitted the highest firm bid quotation in respect of all (and not part) of the Reference Obligation Nominal Amount (including any Replacement Entitlement (if applicable)) as the best quotation provider (the **"Selected Dealer"**);
- (c) if the Calculation Agent receives less than 3 bid quotations from any Dealers in respect of all (and not part) of the Reference Obligation (or any Replacement Entitlement (if applicable)) for an amount equal to the Reference Obligation Nominal Amount, the Reference Obligation Liquidation Proceeds will be determined by the Calculation Agent in good faith and in a commercially reasonable manner, and may be zero.

"Dealers" means a dealer in obligations of the type similar to those of the Reference Obligation (including any Replacement Entitlement (if applicable)) as of the Liquidation Date as selected by the Calculation Agent in good faith and in a commercially reasonable manner.

"Reference Obligation" means:

Screen Page [(Bloomberg)]	Reference Obligation ISIN
<i>[specify relevant Screen Page]</i>	<i>[insert ISIN]</i>

"Reference Obligation Nominal Amount" means an amount in the Specified Currency equal to the Aggregate Principal Amount of the Notes.

"Replacement Entitlement" means cash, securities, rights and/or any other asset or entitlement (whether tangible or otherwise) (in each case, whether of the relevant Reference Entity or of a third party) that the Issuer would have received or would have become entitled to receive in relation to an Unscheduled Redemption of the Reference Obligation.

§ 4

ACCELERATION EVENT LINKED PROVISIONS

(1) *Definition of an Acceleration Event.* An **"Acceleration Event"** means a Reference Obligation Event or a Credit Event.

(2) *Reference Obligation Event.* The following shall apply in relation to a Reference Obligation Event:

A **"Reference Obligation Event"** shall be deemed to have occurred if a Reference Obligation Scheduled Payment Deficiency or an Unscheduled Redemption of the Reference Obligation occurs, as determined by the Calculation Agent.

A **"Reference Obligation Scheduled Payment Deficiency"** means with respect to the Reference Obligation and as determined by the Calculation Agent during the term of the Notes, the occurrence of a deficiency or a discrepancy, for whatever reason, of any scheduled payments on the Reference Obligation.

An **"Unscheduled Redemption of the Reference Obligation"** means with respect to the Reference Obligation, the occurrence during the term of the Notes of a) the redemption or cancellation (in whole or in part) of the Reference Obligation, or any event which has substantially the same effect, but not including a redemption of the Reference Obligation in full on its scheduled redemption date, or b) the exchange or partial exchange of the Reference Obligation for a Replacement Entitlement on or prior to the Reference Obligation's scheduled redemption date.

(3) *Credit Event.* The following shall apply in relation to a Credit Event:

[The following definitions shall apply to a Reference Entity whose reference entity type is European Corporate or North American Corporate or Japanese Corporate.]

"Scheduled Last Credit Event Observation Date" and the **"Last Credit Event Observation Date"** is ***[insert date]***.

"Credit Event" shall be deemed to have occurred if a Failure to Pay, Bankruptcy or Restructuring ***[in case of a Reference Entity which is a Financial Reference Entity, insert: or a Governmental Intervention]*** with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations which is or are to be qualified, respectively, as an Obligation the aggregate amount of which is not less than ***[in case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert: USD 1,000,000] [in case of a Reference Entity whose reference entity type is Japanese Corporate, insert: JPY 100,000,000]*** (or the equivalent in the currency in which the respective Obligation is denominated).

"Bankruptcy" means if

(a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

- (b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;
- (c) the Reference Entity makes a general assignment, arrangement, scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than **[in case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert: USD 10,000,000] [in case of a Reference Entity whose reference entity type is Japanese Corporate, insert: JPY 1,000,000,000]** (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the

euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert:

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Japanese Corporate, insert:

"Restructuring Obligation" is any Obligation.]

[In case of a Reference Entity which is a Financial Reference Entity, insert:

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or

- (iv) any event which has an analogous effect to any of the events specified in (i) to (iii) above.

For purposes of the above definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Guarantee.]

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a *[in case of a Reference Entity whose reference entity type is European Corporate or Japanese Corporate, insert: a Qualifying Guarantee] [in case of a Reference Entity whose reference entity type is North American Corporate, insert: a Qualifying Affiliate Guarantee]* to pay or repay amounts of borrowed money[.] [and].

[In case of a Reference Entity whose reference entity type is Japanese Corporate, insert:

which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**").]

[In case of a Reference Entity which is a Financial Reference Entity, insert:

For the purposes of determining whether a Governmental Intervention or a Restructuring has occurred Obligations shall only include obligations which are not subject to Subordination to not subordinated obligations of the Reference Entity.

If an Obligation otherwise satisfies any of the requirements in relation to the definition of "**Obligation**" above the existence of any terms in the relevant Obligation which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention shall not cause such obligation to fail to satisfy the requirements as an Obligation.]]

[The following definitions shall apply to a Reference Entity whose reference entity type is Western European Sovereign or Japanese Sovereign:

A "**Credit Event**" shall be deemed to have occurred if a Failure to Pay, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations, the aggregate amount of which is not less than *[in case of a Reference Entity whose reference entity type is Western European Sovereign, insert: USD 1,000,000] [in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert: JPY 100,000,000]* (or the equivalent in the currency in which the respective Obligation is denominated) (the "**Payment Requirement**").

"**Repudiation/Moratorium**" means if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than **[in case of a Reference Entity whose reference entity type is Western European Sovereign, insert: USD 10,000,000] [in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert: JPY 1,000,000,000]** (or its equivalent in the currency in which the respective Obligation is denominated) (the "**Default Requirement**") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "**Potential Repudiation/Moratorium**") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable grace period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case, (a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"**Restructuring**" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than **[in case of a Reference Entity whose reference entity type is Western European Sovereign, insert: USD 10,000,000] [in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert: JPY 1,000,000,000]** (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "**Default Requirement**"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including, by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including, by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the

Subordination of such Restructuring Obligation to any other Obligation; or

- (e) a change of the currency of the payment of interest, principal or premium to any currency, other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is Western European Sovereign, insert:

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Japanese Sovereign, insert:

"Restructuring Obligation" is any Obligation.]

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the **[insert date]** (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
- (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
- (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department

thereof);

- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money.]

[The following definitions shall apply to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign:

A **"Credit Event"** shall be deemed to have occurred if an Obligation Acceleration, Failure to Pay, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Obligation Acceleration" means that one or more Obligations of the Reference Entity in an aggregate amount corresponding to not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of the occurrence of an event of default or other similar condition (however described), other than a payment default.

"Failure to Pay" means if, pursuant to the reasonable discretion of the Calculation Agent, the Reference Entity fails to make, after the expiration of any applicable Grace Period, when and where due, any payments under one or more Obligations the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated).

"Grace Period" means:

- (a) subject to the following paragraphs (b) and (c), the originally applicable grace period with respect to payments under an Obligation;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Observation Date and the applicable grace period cannot expire on or prior to the Scheduled Last Credit Event Observation Date, the grace period shall be less than [30] ***[insert another number of calendar days]*** calendar days;
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments on this Obligation or a grace period with respect to payments of less than three Business Days is applicable, a grace period of three Grace Period Business Days shall be deemed to apply to such Obligation; however, such deemed grace period shall expire no later than on the Scheduled Last Credit Event Observation Date.

"Potential Failure to Pay" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than USD 1,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) under one or more Obligations, without regard to any Grace Period or any conditions precedent to the commencement of any Grace Period applicable to such Obligations.

"Grace Period Business Day" is any day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in

the relevant Obligation or, if the place or places are not so specified, if the currency of the Obligation is the euro, a day on which TARGET is open for settlements, or otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the currency of the Obligation.

"**Repudiation/Moratorium**" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the "**Default Requirement**") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "**Potential Repudiation/Moratorium**") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case,

(a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"**Restructuring**" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "**Default Requirement**"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;

- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Obligation**" is any Obligation.

"**Last Credit Event Observation Date**" shall be the later of the following days:

- (a) the [*insert date*] (the "**Scheduled Last Credit Event Observation Date**"); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
 - (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date; or
- (c) the day on which the relevant Grace Period expires, if:
 - (i) the Credit Event, which is the subject of the Credit Event Notice, is a Failure to Pay that occurred after the Scheduled Last Credit Event Observation Date; and
 - (ii) the Potential Failure to Pay in connection with this Failure to Pay occurs prior to the Scheduled Last Credit Event Observation Date.

"**Repudiation/Moratorium-Extension Notice**" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"**Governmental Authority**" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational

body;

- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond,

- (a) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**"),
- (b) which is payable in any currency other than the lawful currency and any successor currency of the Reference Entity (the "**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**"),
- (c) that is not governed by the laws of the Reference Entity ("**Not Domestic Law**") and
- (d) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**").]

[The following definitions shall apply to a Reference Entity whose reference entity type is Emerging European Corporate or Latin American Corporate:]

A "**Credit Event**" shall be deemed to have occurred if an Obligation Acceleration, Failure to Pay, Bankruptcy, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Obligation Acceleration" means that one or more Obligations of the Reference Entity in an aggregate amount corresponding to not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of the occurrence of an event of default or other similar condition (however described), other than a payment default.

"Failure to Pay" means if, pursuant to the reasonable discretion of the Calculation Agent, the Reference Entity fails to make, after the expiration of any applicable Grace Period, when and where due, any payments under one or more Obligations the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated).

"Bankruptcy" exists if

- (a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;

- (c) the Reference Entity makes a general assignment, arrangement, scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"Grace Period" means:

- (a) subject to the following paragraphs (b) and (c), the originally applicable grace period with respect to payments under an Obligation;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Observation Date and the applicable grace period cannot expire on or prior to the Scheduled Last Credit Event Observation Date, the grace period shall be less than [30] ***[insert another number of calendar days]*** calendar days;
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments on this Obligation or a grace period with respect to payments of less than three Business Days is applicable, a grace period of three Grace Period Business Days shall be deemed to apply to such Obligation; however, such deemed grace period shall expire no later than on the Scheduled Last Credit Event Observation Date.

"Potential Failure to Pay" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than USD 1,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) under one or more Obligations, without regard to any Grace Period or any conditions precedent to the commencement of any Grace Period applicable to such Obligations.

"Grace Period Business Day" is any day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if the place or places are not so specified, if the currency of the Obligation is the euro, a day on which TARGET is open for settlements, or otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city

in the jurisdiction of the currency of the Obligation.

"**Repudiation/Moratorium**" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the "**Default Requirement**") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "**Potential Repudiation/Moratorium**") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case,

(a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"**Restructuring**" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "**Default Requirement**"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or

- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is Emerging European Corporate, insert:

"Restructuring Obligation" means an Obligation which, in case of a Loan,

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Latin American Corporate, insert:

"Restructuring Obligation" means any Obligation.]

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the **[insert date]** (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
- (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
- (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date; or
- (c) the day on which the relevant Grace Period expires, if:
- (i) the Credit Event, which is the subject of the Credit Event Notice, is a Failure to Pay that occurred after the Scheduled Last Credit Event Observation Date; and
- (ii) the Potential Failure to Pay in connection with this Failure to Pay occurs prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the

subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond [*in case of a Reference Entity whose reference entity type is Emerging European Corporate, insert:* or a Loan],

- (a) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**"),
- (b) which is payable in any currency other than the lawful currency of the jurisdiction in which the Reference Entity is organized (the "**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**"),
- (c) that is not governed by the laws of the jurisdiction in which the Reference Entity is organized ("**Not Domestic Law**") and
- (d) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**").]

[The following definitions shall apply to a Reference Entity whose reference entity type is Asian Corporate:

"Scheduled Last Credit Event Observation Date" and the **"Last Credit Event Observation Date"** is [*insert date*].

"Credit Event" shall be deemed to have occurred if a Failure to Pay, Bankruptcy or Restructuring [*in case of a Reference Entity which is a Financial Reference Entity, insert:* or a Governmental Intervention] with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations which is or are to be qualified, respectively, as an Obligation the aggregate amount of which is not less than USD 1,000,000

(or the equivalent in the currency in which the respective Obligation is denominated).

"Bankruptcy" means if

- (a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;
- (c) the Reference Entity makes a general assignment, arrangement, scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or

- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.

[In case of a Reference Entity which is a Financial Reference Entity, insert:

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in (i) to (iii) above.

For purposes of the above definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Guarantee.]

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond or a Loan,

- (i) which is payable in any currency other than the lawful currency and any successor currency of the jurisdiction in which the Reference Entity is organized ("**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**");
- (ii) that is not governed by the laws of the jurisdiction in which the Reference Entity is organized ("**Not Domestic Law**") and
- (iii) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**");
- (iv) is not primarily owned to (A) a sovereign or (B) any entity or organization established by treaty or other arrangement between two or more sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt" ("**Not Sovereign Lender**") and
- (v) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**").

[In case of a Reference Entity which is a Financial Reference Entity, insert:

For the purposes of determining whether a Governmental Intervention or a Restructuring has occurred Obligations shall only include obligations which are not subject to Subordination to not subordinated obligations of the Reference Entity.

If an Obligation otherwise satisfies any of the requirements in relation to the definition of "Obligation" above the existence of any terms in the relevant Obligation which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention shall not cause such obligation to fail to satisfy the requirements as an

Obligation.]]

[The following definitions shall apply to a Reference Entity whose reference entity type is Asian Sovereign:

A "**Credit Event**" shall be deemed to have occurred if a Failure to Pay, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"**Failure to Pay**" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations, the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated) (the "**Payment Requirement**").

"**Repudiation/Moratorium**" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the "**Default Requirement**") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "**Potential Repudiation/Moratorium**") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th [**insert another number of calendar days**] calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable grace period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th [**insert another number of calendar days**] calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case, (a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"**Restructuring**" means that, with respect to one or Restructuring Obligation and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "**Default Requirement**"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole.

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the [*insert date*] (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
 - (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department

thereof);

- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond or a Loan,

- (i) which is payable in any currency other than the lawful currency and any successor currency of the Reference Entity (the **"Domestic Currency"**). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency (**"Not Domestic Currency"**);
- (ii) that is not governed by the laws of the Reference Entity (**"Not Domestic Law"**) and
- (iii) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity (**"Not Domestic Issuance"**);
- (iv) is not primarily owned to (A) a sovereign or (B) any entity or organization established by treaty or other arrangement between two or more sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt" (**"Not Sovereign Lender"**) and
- (v) which is not subject to Subordination to not subordinated obligations of the Reference Entity (**"Not Subordinated"**).]

[In case of a Reference Entity whose reference entity type is North American Corporate, insert: "Qualifying Affiliate Guarantee" means a Qualifying Guarantee of the Reference Entity which the Reference Entity shall issue in respect of an affiliate of the Reference Entity, of which the Reference Entity owns at least 50 per cent. of the voting shares.]

"Qualifying Guarantee" means a guarantee evidenced by a written instrument (which may include a statute or regulation) pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an obligation (the **"Underlying Obligation"**) for which another party is the obligor (the **"Underlying Obligor"**) and (i) the benefit of which is capable of being delivered together with the Underlying Obligation and (ii) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being delivered together with the delivery of such guarantee.

"Bond" means any obligation from borrowed money in the form of, or represented by, a bond, note, certificated debt security or other debt security.

[In case of a Reference Entity whose reference entity type is Emerging European Corporate or Asian Corporate or Asian Sovereign, insert: "Loan" means any obligation from borrowed money in the form of a loan with a fixed term, a revolving loan or a similar loan.]

"Fixed Cap" means, with respect to a guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"Subordination" means, with respect to an obligation (the **"Second Obligation"**) and another obligation of a Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of a Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against a Reference Entity at any time that such Reference Entity is in payment arrears or is otherwise in default under the First Obligation.

§ 5

MANNER OF PAYMENT AND PAYMENT BUSINESS DAY

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

[In case of Notes whose Specified Currency is not Euro, insert: If the Issuer determines that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the **"Successor Currency"**) is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payments in Euro on the relevant due date on the basis of the Applicable Exchange Rate. Holders shall not be entitled to interest or any additional amounts as a result of such payment. The **"Applicable Exchange Rate"** shall be (i) (if such exchange rate is available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank for the most recent calendar day falling within a reasonable period of time prior to the relevant due date, or (ii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) which the Fiscal Agent has calculated as the arithmetic mean of offered rates concerning the Specified Currency or the Successor Currency (if applicable) quoted to the Fiscal Agent by four leading banks operating in the international foreign exchange market for the most recent calendar day falling within a reasonable (as determined by the Fiscal Agent in its reasonable discretion) period of time prior to the relevant due date, or (iii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) as determined by the Fiscal Agent in its reasonable discretion.]

(2) *Payment Business Day.* If the due date for any payment in respect of the Notes would otherwise fall on a day which is not a Payment Business Day (as defined below), the due date for such payment shall be:

[in case Modified Following Business Day Convention applies, insert: postponed to the next day which is a Payment Business Day unless the due date for such payment would thereby fall into the next calendar month, in which event the due date for such payment shall be the immediately preceding day

which is a Payment Business Day.]

[in case Following Business Day Convention applies, insert: postponed to the next calendar day which is a Payment Business Day.]

[in case Preceding Business Day Convention applies, insert: moved forward to the immediately preceding calendar day which is a Payment Business Day.]

"Payment Business Day" means a calendar day (other than a Saturday or a Sunday) on which (i) the Clearing System is open, and (ii) **[in case (a) relevant financial centre(s) shall be open, insert:** commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[insert all relevant financial centres]** **[in case TARGET shall be open, insert:** [and] [the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET)] is open].

[if the Interest Amount shall be adjusted, insert: If the due date for a payment of interest is **[in case Modified Following Business Day Convention or Preceding Business Day Convention applies, insert:** brought forward] [or] **[in case Modified Following Business Day Convention or Following Business Day Convention applies, insert:** [postponed] (as described above), the Interest Amount shall be adjusted accordingly.]

[if the Interest Amount shall not be adjusted, insert: If the due date for a payment of interest is **[in case Modified Following Business Day Convention or Preceding Business Day Convention applies, insert:** brought forward] [or] **[in case Modified Following Business Day Convention, or Following Business Day Convention applies, insert:** postponed] (as described above), the Interest Amount shall not be adjusted accordingly.]

If the due date for the redemption of the Principal Amount of the Notes is adjusted the Holder shall not be entitled to payments in respect of such adjustment.]

[OPTION II – TERMS AND CONDITIONS FOR ASSET LINKED CROSS CURRENCY NOTES:

**§ 1
CURRENCY, AGGREGATE PRINCIPAL AMOUNT, DENOMINATION, ISSUE DATE AND BUSINESS DAY**

(1) *Currency, Aggregate Principal Amount and Denomination.* This tranche (the "Tranche") of notes (the "Notes") is being issued by Erste Group Bank AG (the "Issuer") in **[insert specified currency]** (the "Specified Currency") in the aggregate principal amount of **[insert specified currency and aggregate principal amount]** (in words: **[insert aggregate principal amount in words]**) (the "Aggregate Principal Amount") in the denomination of **[insert specified currency and specified denomination]** (the "Specified Denomination" or the "Principal Amount per Note") on **[insert issue date]** (the "Issue Date").

(2) *Business Day.* "Business Day" means a calendar day (other than a Saturday or a Sunday) on which [commercial banks and foreign exchange markets in [Vienna] **[insert other financial centre(s)]** settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) and] the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 or its successor ("TARGET") is open.

[In case of Notes without any periodic payments of interest, insert:

**§ 2
INTEREST**

No periodic payments of interest will be made on the Notes.]

[In case of Notes with periodic payments of interest, insert:

**§ 2
INTEREST**

[In case of Notes without any change in the rate of interest until Maturity, insert:

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their outstanding aggregate principal amount at the rate of **[insert the rate of interest]** per cent. *per annum* from, and including, **[insert Interest Commencement Date]** (the "Interest Commencement Date") to, but excluding, the Maturity Date (as defined in § 3 (1)).]

[In case of Step-up or Step-down Notes, insert:

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their outstanding aggregate principal amount from, and including, **[insert Interest Commencement Date]** (the "Interest Commencement Date") to, but excluding, the Maturity Date (as defined in § 3 (1)) as follows:

from, and including	to, but excluding	at the rate of
[insert date]	[insert date]	[insert Rate of Interest] per cent. <i>per annum</i>

]

[In case of a short or long first or last interest period, insert: With the exception of the [first] [last] payment of interest, interest] **[In case of Notes which have only regular interest payments insert:** Interest] shall be payable **[in case of quarterly interest payments, insert:** quarterly] **[in case of semi-annual interest payments, insert:** semi-annually] **[in case of annual interest payments, insert:** annually] in arrear on **[insert Interest Payment Dates]** in each year (each such date, an "Interest Payment Date"), commencing on **[insert first Interest Payment Date]** and ending on **[insert last Interest Payment Date]**. Interest Payment Dates are subject to adjustment in accordance with the

following provisions of this § 2 and the provisions set out in § 5 of the Issue Specific Conditions.

(2) *Cancellation of interest upon the occurrence of an Acceleration Event.* If, pursuant to the determination of the Calculation Agent between the Issue Date (including) and the Last Credit Event Observation Date (as defined in § 4) (including), an Acceleration Event (as defined in § 4) occurs with respect to the Reference Entity and/or the Reference Obligation and the Issuer publishes an Acceleration Event Notice between the Issue Date (including) and the Maturity Date of the Notes (including), interest on the Notes shall neither be paid for the Interest Period in which the Acceleration Event has occurred nor for any of the subsequent Interest Periods. The cancelled claim to interest will not revive due to the fact that the circumstances that triggered an Acceleration Event are remedied subsequently or cease to exist.

(3) *Postponement of the Interest Payment Date.* If an application has been filed with the DC Secretary for a resolution in relation to the existence of a Credit Event (as defined in § 4) in respect of the Reference Entity prior to the Scheduled Last Credit Event Observation Date and if the Determinations Committee has not made a resolution on this application by the last ISDA-Business Day prior to the respective Interest Payment Date, the Issuer can postpone the respective Interest Payment Date(s) by up to [70] [*insert other number of calendar days*] calendar days.

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Western European Sovereign or Emerging European or Middle Eastern Sovereign or Emerging European Corporate or Japanese Sovereign or Latin American Sovereign or Asian Sovereign or Latin American Corporate:

If a Potential Repudiation/Moratorium (as defined in § 4) occurs on or prior to the Scheduled Last Credit Event Observation Date and the Issuer has published a Repudiation/Moratorium-Extension Notice (as defined in § 4) on or prior to the Scheduled Last Credit Event Observation Date, then the respective Interest Payment Date(s) shall be postponed to the [70]th [*insert other number of calendar days*] calendar day following the Repudiation/Moratorium Evaluation Date (as defined in § 4).]

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign or Emerging European Corporate or Latin American Corporate:

If a Potential Failure to Pay (as defined in § 4) occurs with respect to the Obligation of the Reference Entity, to which a Grace Period applies (as defined in § 4), on or prior to the Scheduled Last Credit Event Observation Date and if this Grace Period does not end on or prior to the last ISDA-Business Day prior to the respective Interest Payment Date, then the respective Interest Payment Date(s) is or are postponed to the [70]th [*insert other number of calendar days*] calendar day following the day on which the Grace Period expires.]

If the Interest Payment Date is postponed and the Issuer does not publish an Acceleration Event Notice, the Issuer is only obliged to pay the respective amount of interest which would have been payable on the originally scheduled Interest Payment Date without such a postponement. The Issuer is not obliged to pay additional amounts with respect to the postponement of the Interest Payment Date or the Maturity Date.

Whereby:

"Acceleration Event Notice" means a written notice from the Issuer to the Holders that an Acceleration Event has occurred. An Acceleration Event Notice must contain a description in reasonable detail of the facts relevant to the determination that an Acceleration Event has occurred. The Acceleration Event that is the subject of the Acceleration Event Notice does not need to continue on the date the Acceleration Event Notice becomes effective.

"Credit Derivatives Definitions" means the 2014 Credit Derivatives Definitions as published by ISDA.

"DC Secretary" is a committee established by the International Swaps and Derivatives Association, Inc. (or any successor organisation) ("**ISDA**") which comprises representatives of participants in the capital market and makes certain resolutions in connection with credit derivatives, as more fully described in

the Credit Derivatives Determinations Committees Rules, as amended from time to time.

"Determinations Committee" means the relevant ISDA Credit Derivatives Determinations Committee established by ISDA and making determinations that apply to credit derivative transactions on subjects including Credit Events, CDS Auctions, Successor Reference Entities and other issues.

"Interest Period" is each period from the Interest Commencement Date (including) to the first Interest Payment Date (excluding) or each period from an Interest Payment Date (including) to the next following Interest Payment Date (excluding).

"ISDA Business Day" means a day (except for Saturday or Sunday) on which (a) the banks in London [*in case of a Reference Entity whose reference entity type is North American Corporate, insert: and New York*] are open for transactions (including foreign exchange transactions and foreign currency deposit transactions), and (b) all parts of TARGET which are significant for settling payments in euro are in operation.

"Reference Entity" and **"Type of Reference Entity"** means:

Reference Entity:	Type of Reference Entity:	Financial Reference Entity:
[insert Reference Entity]	[insert Type of Reference Entity]	[insert "Yes" if Reference Entity is a Financial Reference Entity and the Type of Reference Entity is not a North American Corporate or Emerging European or Latin American Corporate otherwise "No"]

or its respective Successor.

"Successor" is, provided the Determinations Committee has made a resolution on a Successor of the Reference Entity, the Successor named by the DC Secretary. If the DC Secretary has not published a resolution with respect to a Successor of the Reference Entity, the Successor is one or all direct or indirect Successor(s) of the Reference Entity, as determined by the Calculation Agent at its reasonable discretion and on the basis of the determinations of the Successor, in accordance with the Credit Derivatives Definitions, regardless of whether it or they assume(s) any obligation of the Reference Entity.

(4) *Calculation of Amount of Interest.* The Calculation Agent will calculate the amount of interest payable under the Notes (the **"Amount of Interest"**) in respect of the Specified Denomination for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction (as defined below) and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency, with half of such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

[in case Actual/Actual (ICMA) applies, insert:

1. if the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified below) that would occur in one calendar year; or
2. if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

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

"Determination Period" means the period from, and including, a Determination Date to, but excluding, the next Determination Date (including, where the Interest Commencement Date is not a Determination Date, the period commencing on the first Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not a Determination Date, the first Determination Date falling after the final Interest Payment Date, as the case may be.

The number of interest determination dates per calendar year (each a **"Determination Date"**) is **[insert number of regular interest payment dates per calendar year].**

[in case Actual/Actual (ISDA) or Actual/365 applies, insert: the actual number of days in the Calculation Period divided by 365 (or, if any calculation portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[in case Actual/365 (Fixed) applies, insert: the actual number of days in the Calculation Period divided by 365.]

[in case Actual/360 applies, insert: the actual number of days in the Calculation Period divided by 360.]

[in case 30/360, 360/360 or Bond Basis applies, insert: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (1) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (2) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[in case 30E/360 or Eurobond Basis applies, insert: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

§ 3 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, and subject to adjustment in accordance with the following provisions (in particular subject to the occurrence of an Acceleration Event (as defined in § 4)), the Notes shall be redeemed at their Final Redemption Amount on **[insert Maturity Date]** (the **"Maturity Date"**). The **"Final Redemption Amount"** in respect of each Note shall be the product of the Redemption Price and the Principal Amount per Note. The **"Redemption Price"** is **[insert redemption price as a percentage]** per cent.

If an application has been filed with the DC Secretary for a resolution in relation to the existence of a Credit Event in respect of the Reference Entity prior to the Scheduled Last Credit Event Observation Date and if the Determinations Committee has not reached a resolution on this application by the last ISDA Business Day prior to the Scheduled Last Credit Event Observation Date (as defined in § 4), the Issuer can postpone the Maturity Date by up to **[70]** **[insert other number of calendar days]** calendar days.

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Western European Sovereign or Emerging European or Middle Eastern Sovereign or Emerging European Corporate or Japanese Sovereign or Latin American Sovereign or Asian

Sovereign or Latin American Corporate:

If a Potential Repudiation/Moratorium (as defined in § 4) occurs between the Issue Date (including) and the Scheduled Last Credit Event Observation Date (including) and the Issuer has published a Repudiation/Moratorium-Extension Notice (as defined in § 4) on or prior to the Scheduled Last Credit Event Observation Date, then the Maturity Date shall be postponed to the [70]th **[insert other number of calendar days]** calendar day following the Repudiation/Moratorium Evaluation Date.]

[In addition, the following condition is applicable to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign or Emerging European Corporate or Latin American Corporate:

If a Potential Failure to Pay (as defined in § 4) with respect to an Obligation, to which a Grace Period applies, occurs between the Issue Date (including) and the Scheduled Last Credit Event Observation Date (including) and this Grace Period does not end on or prior to the Scheduled Last Credit Event Observation Date, then the Maturity Date is postponed to the [70]th **[insert other number of calendar days]** calendar day following the day on which the Grace Period expires.]

(2) *Consequence of the occurrence of an Acceleration Event.* If, pursuant to the determination of the Calculation Agent an Acceleration Event occurs between the Issue Date (including) and the Last Credit Event Observation Date (including) with respect to the Reference Entity and/or the Reference Obligation and the Issuer publishes an Acceleration Event Notice between the Issue Date (including) and the Maturity Date (including), the Issuer is released from its obligation to redeem the Notes on the Maturity Date at the Final Redemption Amount. The claim to redemption of the Final Redemption Amount will not revive due to the fact that the circumstances that triggered an Acceleration Event are remedied subsequently or cease to exist.

If the Issuer is released, according to the preceding paragraph, from its obligation to redeem the Notes, it must pay the Holders the Acceleration Event Redemption Amount per Note on the Cash Settlement Date at the latest.

Whereby:

"**Cash Settlement Date**" is the [30]th **[insert other calendar day]** calendar day following the calendar day on which the Issuer has published the Acceleration Event Notice, in accordance with § 11 of the General Conditions.

"**Acceleration Event Redemption Amount**" means the Reference Obligation Liquidation Proceeds converted into the Specified Currency at the prevailing exchange rate, adjusted for the Swap Value (as defined in §4 (2)), subject to a minimum of zero.

[In case of Notes without any periodic payments of interest, insert:

"**Acceleration Event Notice**" means a written notice from the Issuer to the Holders that an Acceleration Event has occurred. An Acceleration Event Notice must contain a description in reasonable detail of the facts relevant to the determination that an Acceleration Event has occurred. The Acceleration Event that is the subject of the Acceleration Event Notice does not need to continue on the date the Acceleration Event Notice becomes effective.

"**Credit Derivatives Definitions**" means the 2014 Credit Derivatives Definitions as published by ISDA.

" **DC Secretary** " is a committee established by the International Swaps and Derivatives Association, Inc. (or any successor organisation) ("**ISDA**") which comprises representatives of participants in the capital market and makes certain resolutions in connection with credit derivatives, as more fully described in the Credit Derivatives Determinations Committees Rules, as amended from time to time.

"**Determinations Committee**" means the relevant ISDA Credit Derivatives Determinations Committee established by ISDA and making determinations that apply to credit derivative transactions on subjects including Credit Events, CDS Auctions, Successor Reference Entities and other issues.

"**ISDA Business Day**" means a day (except for Saturday or Sunday) on which (a) the banks in London **[in case of a Reference Entity whose reference entity type is North American Corporate, insert:**

and New York] are open for transactions (including foreign exchange transactions and foreign currency deposit transactions), and (b) all parts of TARGET which are significant for settling payments in euro are in operation.

"Reference Entity" and "Type of Reference Entity" means:

Reference Entity:	Type of Reference Entity:	Financial Reference Entity:
[insert Reference Entity]	[insert Type of Reference Entity]	[insert "Yes" if Reference Entity is a Financial Reference Entity and the Type of Reference Entity is not a North American Corporate or Emerging European or Latin American Corporate otherwise "No"]

or its respective Successor.

"Successor" is, provided the Determinations Committee has made a resolution on a Successor of the Reference Entity, the Successor named by the DC Secretary. If the DC Secretary has not published a resolution with respect to a Successor of the Reference Entity, the Successor is one or all direct or indirect Successor(s) of the Reference Entity, as determined by the Calculation Agent at its reasonable discretion and on the basis of the determinations of the Successor, in accordance with the Credit Derivatives Definitions, regardless of whether it or they assume(s) any obligation of the Reference Entity.]

"Reference Obligation Liquidation Proceeds" means, with respect to the Reference Obligation Nominal Amount, the amount denominated in the currency of the Reference Obligation which a potential seller would have received from the Selected Dealer (as defined below) in respect of the sale of the Reference Obligation (including any Replacement Entitlement (if applicable)) as determined by the Calculation Agent through the following procedure:

- (a) on a Business Day selected by the Calculation Agent within 5 Business Days from (but excluding) the day on which an Acceleration Event has occurred in the opinion of the Calculation Agent (such date, the "**Liquidation Date**"), the Calculation Agent shall attempt to obtain firm bid quotations from at least 3 Dealers in accordance with prevailing market practice for the Reference Obligation (including any Replacement Entitlement (if applicable)) for a nominal amount equal to the Reference Obligation Nominal Amount and with a settlement date for the sale in accordance with prevailing market practice;
- (b) the Calculation Agent shall determine the Reference Obligation Liquidation Proceeds based on the quote from the Dealer who has submitted the highest firm bid quotation in respect of all (and not part) of the Reference Obligation Nominal Amount (including any Replacement Entitlement (if applicable)) as the best quotation provider (the "**Selected Dealer**");
- (c) if the Calculation Agent receives less than 3 bid quotations from any Dealers in respect of all (and not part) of the Reference Obligation (or any Replacement Entitlement (if applicable)) for an amount equal to the Reference Obligation Nominal Amount, the Reference Obligation Liquidation Proceeds will be determined by the Calculation Agent in good faith and in a commercially reasonable manner, and may be zero.

"Dealers" means a dealer in obligations of the type similar to those of the Reference Obligation (including any Replacement Entitlement (if applicable)) as of the Liquidation Date as selected by the Calculation Agent in good faith and in a commercially reasonable manner.

"Reference Obligation" means:

Screen Page	Reference Obligation
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[(Bloomberg)]	ISIN
<i>[specify relevant Screen Page]</i>	<i>[insert ISIN]</i>

"Reference Obligation Nominal Amount" means *[insert Reference Obligation Currency and Reference Obligation Nominal Amount]*.

"Replacement Entitlement" means cash, securities, rights and/or any other asset or entitlement (whether tangible or otherwise) (in each case, whether of the relevant Reference Entity or of a third party) that the Issuer would have received or would have become entitled to receive in relation to an Un-scheduled Redemption of the Reference Obligation.

"Swap Agreement" means all internal or external derivative transactions or agreements entered into by the Issuer or any of its affiliates in relation to the Reference Obligation underlying the Notes in an amount equal to the Reference Obligation Nominal Amount.

§ 4

ACCELERATION EVENT LINKED PROVISIONS

(1) *Definition of an Acceleration Event.* An "Acceleration Event" means a Reference Obligation Event or a Credit Event.

(2) *Reference Obligation Event.* The following shall apply in relation to a Reference Obligation Event:

A "Reference Obligation Event" shall be deemed to have occurred if a Reference Obligation Scheduled Payment Deficiency, an Un-scheduled Redemption of the Reference Obligation or a Value Deterioration Trigger Event occurs, as determined by the Calculation Agent.

A "Reference Obligation Scheduled Payment Deficiency" means with respect to the Reference Obligation and as determined by the Calculation Agent during the term of the Notes, the occurrence of a deficiency or a discrepancy, for whatever reason, of any scheduled payments on the Reference Obligation.

An "Un-scheduled Redemption of the Reference Obligation" means with respect to the Reference Obligation, the occurrence during the term of the Notes of a) the redemption or cancellation (in whole or in part) of the Reference Obligation, or any event which has substantially the same effect, but not including a redemption of the Reference Obligation in full on its scheduled redemption date, or b) the exchange or partial exchange of the Reference Obligation for a Replacement Entitlement on or prior to the Reference Obligation's scheduled redemption date.

A "Value Deterioration Trigger Event" means with respect to the Reference Obligation and as determined by the Calculation Agent, that as a result of regular valuation of the Calculation Agent (each calendar day between the Issue Date and the Scheduled Last Credit Event Determination Date being a "Valuation Date") the Reference Obligation Value adjusted for the Swap Value is at or below *[insert per cent]* of the Reference Obligation Nominal Amount. "Reference Obligation Value" means the value determined by the Calculation Agent at any time the market value (bid) of the Reference Obligation (including accrued interest) for a nominal amount equal to the Reference Obligation Nominal Amount and "Swap Value" means the unwind costs or profit for the Issuer of a Swap Agreement with a start date being the Issue Date and a final date being the Maturity Date and which provides for (i) a receiver leg (payments to be received by the Issuer if it were the counterparty to the Swap Agreement) that has identical cash flows and payment and calculation conventions as the Note and (ii) a payer leg (payments to be made by the Issuer if it were the counterparty to the Swap Agreement) which has identical cash flows and payment and calculation conventions as the Reference Obligation. For the purpose of determining the Swap Value, all market inputs necessary for determining the valuation will be taken on the relevant Valuation Date with all specifications as determined by the Calculation Agent at any time.

(3) *Credit Event.* The following shall apply in relation to a Credit Event:

[The following definitions shall apply to a Reference Entity whose reference entity type is European Corporate or North American Corporate or Japanese Corporate:

"Scheduled Last Credit Event Observation Date" and the "Last Credit Event Observation Date" is **[insert date]**.

"Credit Event" shall be deemed to have occurred if a Failure to Pay, Bankruptcy or Restructuring **[in case of a Reference Entity which is a Financial Reference Entity, insert: or a Governmental Intervention]** with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations which is or are to be qualified, respectively, as an Obligation the aggregate amount of which is not less than **[in case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert: USD 1,000,000] [in case of a Reference Entity whose reference entity type is Japanese Corporate, insert: JPY 100,000,000]** (or the equivalent in the currency in which the respective Obligation is denominated).

"Bankruptcy" means if

- (a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;
- (c) the Reference Entity makes a general assignment, arrangement scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than **[in case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert: USD 10,000,000] [in case of a Reference Entity whose reference entity type is Japanese Corporate, insert: JPY 1,000,000,000]** (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "Default Requirement"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is European Corporate or North American Corporate, insert:

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Japanese Corporate, insert:

"Restructuring Obligation" is any Obligation.]

[In case of a Reference Entity which is a Financial Reference Entity, insert:

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in (i) to (iii) above.

For purposes of the above definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Guarantee.]

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a [*in case of a Reference Entity whose reference entity type is European Corporate or Japanese Corporate, insert:* a Qualifying Guarantee] [*in case of a Reference Entity whose reference entity type is North American Corporate, insert:* a Qualifying Affiliate Guarantee]) to pay or repay amounts of borrowed money[.][and]

[In case of a Reference Entity whose reference entity type is Japanese Corporate, insert:

which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**").]

[In case of a Reference Entity which is a Financial Reference Entity, insert:

For the purposes of determining whether a Governmental Intervention or a Restructuring has occurred Obligations shall only include obligations which are not subject to Subordination to not subordinated obligations of the Reference Entity.

If an Obligation otherwise satisfies any of the requirements in relation to the definition of "**Obligation**" above the existence of any terms in the relevant Obligation which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention shall not cause such obligation to fail to satisfy the requirements as an Obligation.]]

[The following definitions shall apply to a Reference Entity whose reference entity type is Western European Sovereign or Japanese Sovereign:

A "**Credit Event**" shall be deemed to have occurred if a Failure to Pay, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations, the aggregate amount of which is not less than [*in case of a Reference Entity whose reference entity type is Western European Sovereign, insert:* USD 1,000,000] [*in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert:* JPY 100,000,000] (or the equivalent in the currency in which the respective Obligation is denominated) (the "**Payment Requirement**").

"Repudiation/Moratorium" means if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than [*in case of a Reference Entity whose reference entity type is Western European Sovereign, insert: USD 10,000,000*] [*in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert: JPY 1,000,000,000*] (or its equivalent in the currency in which the respective Obligation is denominated) (the "Default Requirement") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "Potential Repudiation/Moratorium") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th [*insert another number of calendar days*] calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case, (a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than [*in case of a Reference Entity whose reference entity type is Western European Sovereign, insert: USD 10,000,000*] [*in case of a Reference Entity whose reference entity type is Japanese Sovereign, insert: JPY 1,000,000,000*] (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the "Default Requirement"), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including, by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including, by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency, other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of

the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is Western European Sovereign, insert:

"**Restructuring Obligation**" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Japanese Sovereign, insert:

"**Restructuring Obligation**" is any Obligation.]

"**Last Credit Event Observation Date**" shall be the later of the following days:

- (a) the [*insert date*] (the "**Scheduled Last Credit Event Observation Date**"); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
 - (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date.

"**Repudiation/Moratorium-Extension Notice**" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"**Governmental Authority**" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"**Obligation**" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money.]

[The following definitions shall apply to a Reference Entity whose reference entity type is Emerging European or Middle Eastern Sovereign or Latin American Sovereign:]

A "**Credit Event**" shall be deemed to have occurred if an Obligation Acceleration, Failure to Pay, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"**Obligation Acceleration**" means that one or more Obligations of the Reference Entity in an aggregate amount corresponding to not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of the occurrence of an event of default or other similar condition (however described), other than a payment default.

"**Failure to Pay**" means if, pursuant to the reasonable discretion of the Calculation Agent, the Reference Entity fails to make, after the expiration of any applicable Grace Period, when and where due, any payments under one or more Obligations the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated).

"**Grace Period**" means:

- (a) subject to the following paragraphs (b) and (c), the originally applicable grace period with respect to payments under an Obligation;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Observation Date and the applicable grace period cannot expire on or prior to the Scheduled Last Credit Event Observation Date, the grace period shall be less than [30] **[insert another number of calendar days]** calendar days;
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments on this Obligation or a grace period with respect to payments of less than three Business Days is applicable, a grace period of three Grace Period Business Days shall be deemed to apply to such Obligation; however, such deemed grace period shall expire no later than on the Scheduled Last Credit Event Observation Date.

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than USD 1,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) under one or more Obligations, without regard to any Grace Period or any conditions precedent to the commencement of any Grace Period applicable to such Obligations.

"**Grace Period Business Day**" is any day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if the place or places are not so specified, if the currency of the Obligation is the euro, a day on which TARGET is open for settlements, or otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the currency of the Obligation.

"**Repudiation/Moratorium**" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the "**Default Requirement**") or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a "**Potential Repudiation/Moratorium**") and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case,

(a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Obligation" is any Obligation.

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the **[insert date]** (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium

occurred on or prior to the Scheduled Last Credit Event Observation Date; and

- (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date; or
- (c) the day on which the relevant Grace Period expires, if:
- (i) the Credit Event, which is the subject of the Credit Event Notice, is a Failure to Pay that occurred after the Scheduled Last Credit Event Observation Date; and
 - (ii) the Potential Failure to Pay in connection with this Failure to Pay occurs prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond,

- (a) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**"),
- (b) which is payable in any currency other than the lawful currency and any successor currency of the Reference Entity (the "**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**"),
- (c) that is not governed by the laws of the Reference Entity ("**Not Domestic Law**") and
- (d) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**").]

[The following definitions shall apply to a Reference Entity whose reference entity type is Emerging European Corporate or Latin American Corporate:

A "**Credit Event**" shall be deemed to have occurred if an Obligation Acceleration, Failure to Pay, Bankruptcy, Repudiation/Moratorium or Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"**Obligation Acceleration**" means that one or more Obligations of the Reference Entity in an aggregate amount corresponding to not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of the occurrence of an event of default or other similar condition (however described), other than a payment default.

"**Failure to Pay**" means if, pursuant to the reasonable discretion of the Calculation Agent, the Reference Entity fails to make, after the expiration of any applicable Grace Period, when and where due, any payments under one or more Obligations the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated).

"**Bankruptcy**" exists if

- a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;
- c) the Reference Entity makes a general assignment, arrangement, scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"**Grace Period**" means:

- (a) subject to the following paragraphs (b) and (c), the originally applicable grace period with respect to payments under an Obligation;
- (b) if a Potential Failure to Pay has occurred on or prior to the Scheduled Last Credit Event Observation Date and the applicable grace period cannot expire on or prior to the Scheduled Last Credit Event Observation Date, the grace period shall be less than [30] **[insert another number of calendar days]** calendar days;
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments on this Obligation or a grace period with respect to payments of less than three Business Days is applicable, a grace period of three Grace Period Business Days shall be deemed to apply

to such Obligation; however, such deemed grace period shall expire no later than on the Scheduled Last Credit Event Observation Date.

"Potential Failure to Pay" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than USD 1,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) under one or more Obligations, without regard to any Grace Period or any conditions precedent to the commencement of any Grace Period applicable to such Obligations.

"Grace Period Business Day" is any day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if the place or places are not so specified, if the currency of the Obligation is the euro, a day on which TARGET is open for settlements, or otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the currency of the Obligation.

"Repudiation/Moratorium" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the **"Default Requirement"**) or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a **"Potential Repudiation/Moratorium"**) and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case,

- (a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of

redenomination);

- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

[In case of a Reference Entity whose reference entity type is Emerging European Corporate, insert:

"Restructuring Obligation" means an Obligation which, in case of a Loan,

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.]

[In case of a Reference Entity whose reference entity type is Latin American Corporate, insert:

"Restructuring Obligation" means any Obligation.]

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the **[insert date]** (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
 - (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date; or
- (c) the day on which the relevant Grace Period expires, if:
 - (i) the Credit Event, which is the subject of the Credit Event Notice, is a Failure to Pay that occurred after the Scheduled Last Credit Event Observation Date; and
 - (ii) the Potential Failure to Pay in connection with this Failure to Pay occurs prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in rea-

sonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond [*in case of a Reference Entity whose reference entity type is Emerging European Corporate, insert:* or a Loan],

- (a) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**"),
- (b) which is payable in any currency other than the lawful currency of the jurisdiction in which the Reference Entity is organized (the "**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**"),
- (c) that is not governed by the laws of the jurisdiction in which the Reference Entity is organized ("**Not Domestic Law**") and
- (d) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**").]

[The following definitions shall apply to a Reference Entity whose reference entity type is Asian Corporate:

"Scheduled Last Credit Event Observation Date" and the **"Last Credit Event Observation Date"** is [*insert date*].

"Credit Event" shall be deemed to have occurred if a Failure to Pay, Bankruptcy or Restructuring [*in case of a Reference Entity which is a Financial Reference Entity, insert:* or a Governmental Intervention] with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations which is or are to be qualified, respectively, as an Obligation the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated).

"Bankruptcy" means if

- (a) the Reference Entity is dissolved or has a corresponding resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (b) the Reference Entity is insolvent or unable to pay its debts or admits in writing in a judicial, regulatory or administrative proceeding its inability generally to pay its debts as they become due;
- (c) the Reference Entity makes a general assignment, arrangement, scheme or composition with or for the benefit of its holders generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights was or is instituted by or against the Reference Entity, or with respect to the Reference Entity a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition (A) either a judgment of insolvency or bankruptcy is rendered or the entry of an order for relief or the making of an order for its winding-up or liquidation is made or (B) the proceeding or petition is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) the Reference Entity seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) the Reference Entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (g) an event with respect to the Reference Entity occurs which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in a) to f).

"Restructuring" means that, with respect to one or more Restructuring Obligations and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the Subordination of such Restructuring Obligation to any other Obligation; or
- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of

the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.

[In case of a Reference Entity which is a Financial Reference Entity, insert:

"Governmental Intervention" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (i) any event which would affect creditors' rights so as to cause:
 - (A) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
 - (D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in (i) to (iii) above.

For purposes of the above definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Guarantee.]

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational

body;

- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or the Reference Entity or some or of all of its obligations; or
- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond or a Loan,

- (i) which is payable in any currency other than the lawful currency and any successor currency of the jurisdiction in which the Reference Entity is organized ("**Domestic Currency**"). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency ("**Not Domestic Currency**");
- (ii) that is not governed by the laws of the jurisdiction in which the Reference Entity is organized ("**Not Domestic Law**") and
- (iii) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity ("**Not Domestic Issuance**");
- (iv) is not primarily owned to (A) a sovereign or (B) any entity or organization established by treaty or other arrangement between two or more sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt" ("**Not Sovereign Lender**") and
- (v) which is not subject to Subordination to not subordinated obligations of the Reference Entity ("**Not Subordinated**").

[In case of a Reference Entity which is a Financial Reference Entity, insert:

For the purposes of determining whether a Governmental Intervention or a Restructuring has occurred Obligations shall only include obligations which are not subject to Subordination to not subordinated obligations of the Reference Entity.

If an Obligation otherwise satisfies any of the requirements in relation to the definition of "Obligation" above the existence of any terms in the relevant Obligation which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention shall not cause such obligation to fail to satisfy the requirements as an Obligation.]]

[The following definitions shall apply to a Reference Entity whose reference entity type is Asian Sovereign:

A "**Credit Event**" shall be deemed to have occurred if a Failure to Pay, Repudiation/Moratorium or

Restructuring with respect to the Reference Entity occurs, as determined by the Calculation Agent.

"Failure to Pay" means if, after the expiration of any applicable grace period, the Reference Entity fails to make, when and where due, any payments under one or more Obligations, the aggregate amount of which is not less than USD 1,000,000 (or the equivalent in the currency in which the respective Obligation is denominated) (the **"Payment Requirement"**).

"Repudiation/Moratorium" exists if both of the following events have occurred:

- (a) an authorized officer of the Reference Entity or a Governmental Authority (A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Obligation is denominated) (the **"Default Requirement"**) or (B) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement (the occurrence of one of the events under (A) or (B) shall be a **"Potential Repudiation/Moratorium"**) and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"Repudiation/Moratorium Evaluation Date" is, if a Potential Repudiation/Moratorium occurs on or prior to the Last Credit Event Observation Date,

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the calendar day of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable grace period) or
- (b) if the specified Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is the [60]th **[insert another number of calendar days]** calendar day after the calendar day of such Potential Repudiation/Moratorium;

provided that, in either case, (a) or (b), the Repudiation/Moratorium Evaluation Date occurs no later than the Scheduled Last Credit Event Observation Date, unless the Issuer published a Repudiation/Moratorium-Extension Notice prior to the Last Credit Event Observation Date.

"Restructuring" means that, with respect to one or Restructuring Obligation and in relation to an aggregate amount of not less than USD 10,000,000 (or its equivalent in the currency in which the respective Restructuring Obligation is denominated) (the **"Default Requirement"**), any one or more of the following events occurs in a form (including an agreement with or an order by a Governmental Authority) that binds all holders of such Restructuring Obligation (including, in each case, in respect of Bonds only, by way of an exchange):

- (a) a reduction in the agreed rate of interest or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Restructuring Obligation, causing the

Subordination of such Restructuring Obligation to any other Obligation; or

- (e) a change of the currency of the payment of interest, principal or premium to any currency other than the lawful currency of the United States of America, Japan, the United Kingdom, Canada and the euro or any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole.

For clarification purposes: In case of (e) no deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

If an exchange has occurred, the determination as to whether one of the events described under a) – e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"Restructuring Obligation" is an Obligation which

- (a) is held by more than three holders that are not affiliates of each other (in the light of voting right majority) and
- (b) the Restructuring (within the meaning of the definition of this term applicable in all other respects) of which requires the consent of at least 2/3 of the holders.

"Last Credit Event Observation Date" shall be the later of the following days:

- (a) the **[insert date]** (the **"Scheduled Last Credit Event Observation Date"**); or
- (b) the Repudiation/Moratorium Evaluation Date, if:
 - (i) a Potential Repudiation/Moratorium in connection with this Repudiation/Moratorium occurred on or prior to the Scheduled Last Credit Event Observation Date; and
 - (ii) the Issuer published a Repudiation/Moratorium-Extension Notice on or prior to the Scheduled Last Credit Event Observation Date.

"Repudiation/Moratorium-Extension Notice" is an irrevocable notice from the Issuer to the Holders, which is published in accordance with § 11 of the General Conditions, that describes a Potential Repudiation/Moratorium that occurred on or after the Issue Date and on or prior to the Scheduled Last Credit Event Observation Date. A Repudiation/Moratorium-Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium-Extension Notice need not be continuing until the date the Repudiation/Moratorium-Extension Notice becomes effective.

"Governmental Authority" means

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) or

the Reference Entity or some or of all of its obligations; or

- (iv) any other authority which is analogous to any of the entities specified in (i) to (iii) above.

"Obligation" means the Reference Obligation and any obligation of the Reference Entity (either directly or as a provider of a Qualifying Guarantee) to pay or repay amounts of borrowed money in the form of a Bond or a Loan,

- (i) which is payable in any currency other than the lawful currency and any successor currency of the Reference Entity (the **"Domestic Currency"**). In no event shall the Domestic Currency include any currency if such currency is the lawful currency of any of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America or euro or any successor currency (**"Not Domestic Currency"**);
- (ii) that is not governed by the laws of the Reference Entity (**"Not Domestic Law"**) and
- (iii) at the time the relevant obligation was issued or reissued, as the case may be, or incurred, not intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity (**"Not Domestic Issuance"**);
- (iv) is not primarily owned to (A) a sovereign or (B) any entity or organization established by treaty or other arrangement between two or more sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt" (**"Not Sovereign Lender"**) and
- (v) which is not subject to Subordination to not subordinated obligations of the Reference Entity (**"Not Subordinated"**).]

[In case of a Reference Entity whose reference entity type is North American Corporate, insert: "Qualifying Affiliate Guarantee" means a Qualifying Guarantee of the Reference Entity which the Reference Entity shall issue in respect of an affiliate of the Reference Entity, of which the Reference Entity owns at least 50 per cent. of the voting shares.]

"Qualifying Guarantee" means a guarantee evidenced by a written instrument (which may include a statute or regulation) pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an obligation (the **"Underlying Obligation"**) for which another party is the obligor (the **"Underlying Obligor"**) and (i) the benefit of which is capable of being delivered together with the Underlying Obligation and (ii) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being delivered together with the delivery of such guarantee.

"Bond" means any obligation from borrowed money in the form of, or represented by, a bond, note, certificated debt security or other debt security.

[In case of a Reference Entity whose reference entity type is Emerging European Corporate or Asian Corporate or Asian Sovereign, insert: "Loan" means any obligation from borrowed money in the form of a loan with a fixed term, a revolving loan or a similar loan.]

"Fixed Cap" means, with respect to a guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"Subordination" means, with respect to an obligation (the **"Second Obligation"**) and another obligation of a Reference Entity to which such obligation is being compared (the **"First Obligation"**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of a Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against a Reference Entity at any time that such Reference Entity is in payment arrears or is otherwise in default under the First Obligation.

§ 5

MANNER OF PAYMENT AND PAYMENT BUSINESS DAY

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

[In case of Notes whose Specified Currency is not Euro, insert: If the Issuer determines that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the **"Successor Currency"**) is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payments in Euro on the relevant due date on the basis of the Applicable Exchange Rate. Holders shall not be entitled to interest or any additional amounts as a result of such payment. The **"Applicable Exchange Rate"** shall be (i) (if such exchange rate is available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank for the most recent calendar day falling within a reasonable period of time prior to the relevant due date, or (ii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) which the Fiscal Agent has calculated as the arithmetic mean of offered rates concerning the Specified Currency or the Successor Currency (if applicable) quoted to the Fiscal Agent by four leading banks operating in the international foreign exchange market for the most recent calendar day falling within a reasonable (as determined by the Fiscal Agent in its reasonable discretion) period of time prior to the relevant due date, or (iii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) as determined by the Fiscal Agent in its reasonable discretion.]

(2) *Payment Business Day.* If the due date for any payment in respect of the Notes would otherwise fall on a day which is not a Payment Business Day (as defined below), the due date for such payment shall be:

[in case Modified Following Business Day Convention applies, insert: postponed to the next day which is a Payment Business Day unless the due date for such payment would thereby fall into the next calendar month, in which event the due date for such payment shall be the immediately preceding day which is a Payment Business Day.]

[in case Following Business Day Convention applies, insert: postponed to the next calendar day which is a Payment Business Day.]

[in case Preceding Business Day Convention applies, insert: moved forward to the immediately preceding calendar day which is a Payment Business Day.]

"Payment Business Day" means a calendar day (other than a Saturday or a Sunday) on which (i) the Clearing System is open, and (ii) **[in case (a) relevant financial centre(s) shall be open, insert:** commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in **[insert all relevant financial**

centres]] [in case TARGET shall be open, insert: [and] [the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET)] is open].

[if the Interest Amount shall be adjusted, insert: If the due date for a payment of interest is [in case Modified Following Business Day Convention or Preceding Business Day Convention applies, insert: brought forward] [or] [in case Modified Following Business Day Convention or Following Business Day Convention applies, insert: [postponed] (as described above), the Interest Amount shall be adjusted accordingly.]

[if the Interest Amount shall not be adjusted, insert: If the due date for a payment of interest is [in case Modified Following Business Day Convention or Preceding Business Day Convention applies, insert: brought forward] [or] [in case Modified Following Business Day Convention, or Following Business Day Convention applies, insert: postponed] (as described above), the Interest Amount shall not be adjusted accordingly.]

If the due date for the redemption of the Principal Amount of the Notes is adjusted the Holder shall not be entitled to payments in respect of such adjustment.]

4. FORM OF FINAL TERMS

[Set out below is the form of Final Terms which will be completed for each Tranche of Notes to be issued under the Asset Linked Notes Programme]

[insert date]

Final Terms

[insert title of relevant Tranche of Notes] (the "Notes")

issued pursuant to the

Asset Linked Notes Programme

of

Erste Group Bank AG

Issue Price: [] per cent. [plus the issue charge mentioned in Part B]

Issue Date: []³

Series No.: []

Tranche No.: []

³ The Issue Date is the date of issue and payment of the Notes. In the case of free delivery, the Issue Date is the delivery date.

IMPORTANT NOTICE

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010 and must be read in conjunction with the Base Prospectus pertaining to the Asset Linked Notes Programme (the "**Programme**") of Erste Group Bank AG (the "**Issuer**"), dated 6 February 2015 (the "**Prospectus**") and all supplements to the Prospectus. The Prospectus and any supplements thereto are available for viewing in electronic form on the website of the Issuer (www.erstegroup.com/de/Capital-Markets/Prospekt/Anleihen). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms.

PART A – TERMS AND CONDITIONS

The Conditions applicable to the Notes (the "**Conditions**") are the General Conditions contained in the Prospectus and the Issue Specific Conditions set out below.

[In the case of Asset Linked Single Currency Notes the relevant provisions of Option I (including relevant further options set out therein) shall be replicated and relevant placeholders shall be completed.]

[In the case of Asset Linked Cross Currency Notes the relevant provisions of Option II (including relevant further options set out therein) shall be replicated and relevant placeholders shall be completed.]

PART B – OTHER INFORMATION

ESSENTIAL INFORMATION

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

- Save for [the fees payable to the Manager] [the commercial interests of the Manager[s]] [the [swap] [derivatives] agreement ● and the Issuer have entered into with regard to the Notes] [if any], so far as the Issuer is aware, no person involved in the issue or offering of the Notes has an interest material to the issue or the offering.
- Other Interests **[specify details]**

INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

Security Codes

- ISIN []
- German Security Code []
- Any Other Security Code []

Information about the past and future credit-worthiness of the underlying and its volatility

Detailed information about the past and future credit-worthiness and volatilities of the Reference Entity can be obtained from the following Screen Page.

Reference Entity	Screen Page
[insert Reference Entity]	[specify relevant Screen Page or other information source]

Issue Yield

[Not applicable] [[] per cent. per annum in case no acceleration event will occur]

Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relating to these forms of representation Not applicable

Resolutions, authorisations and approvals by virtue of which the Notes will be created and/or issued **[specify details]**

Method of Distribution

- Non-Syndicated
- Syndicated

Subscription Agreement

Date of Subscription Agreement []

General Features of the Subscription Agreement **[specify details]**

Details with Regard to the Manager[s]

Manager[s] **[specify name(s) and address(es) of Manager(s)]**

Firm Commitment

Without Firm Commitment

Stabilising Manager **[specify details] [None]**

Commissions, Concessions and Estimated Total Expenses

Management and Underwriting Commission [] per cent. of the Aggregate Principal Amount

Selling Concession [] per cent. of the Aggregate Principal Amount

Other [] per cent. of the Aggregate Principal Amount

Total Commission and Concession [] per cent. of the Aggregate Principal Amount

LISTING[S] ADMISSION[S] TO TRADING AND DEALING ARRANGEMENTS

Listing[s] [Yes] [No]

Vienna Stock Exchange

Official Market

Second Regulated Market

Other Stock Exchange []

Date of Admission[s] []

ADDITIONAL INFORMATION

Rating

The Notes have not been rated.

Selling Restrictions

TEFRA

TEFRA C

Additional Selling Restrictions

[Not applicable] [**specify detail**]

[Listing

These Final Terms comprise the details required to list the issue of Notes described in these Final Terms pursuant to the Programme (as from [**specify issue date of the Notes**]).]

[Third Party Information

[**specify relevant information**] has been extracted from [**specify relevant source of information**]. The Issuer confirms that such information has been accurately reproduced and that, as far as it is aware and is able to ascertain from information published by [**specify relevant source of information**], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer

By:
Duly authorised

By:
Duly authorised

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*) (the "**Companies Register**") 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 Graben 21, A-1010 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 (*Vereinsparkasse*) under the name "Verein der Ersten österreichischen Spar-Casse" and, as the name suggests, 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 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 a stock exchange in the EEA.

5.2 BACKGROUND

Erste Group is a leading banking group focused on retail and corporate 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 significant operations in Hungary, Croatia and Serbia. It serves approximately 16.5 million customers across Austria and its core CEE markets through a region-wide network of approximately 2,800 branches. As of 31 December 2013, Erste Group had 45,670 employees (full-time equivalents) worldwide (of which 1,524 (full-time equivalents) were employed by Erste Group Bank). Erste Group Bank is also the central institution (*Zentralinstitut*) of the Austrian Savings Banks Sector. As of 31 December 2013, Erste Group had EUR 199.9 billion in total assets.

"**Erste Group**" consists of Erste Group Bank, together with its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, BCR in Romania, Slovenská sporiteľňa in Slovakia, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia, and, in Austria Salzburger Sparkasse, Tiroler Sparkasse, s-Bausparkasse, other savings banks of the Haftungsverbund (see "**Haftungsverbund**"), Erste Group Immorent AG, and others. On 29 April 2013, Erste Group completed the sale of Erste Bank Ukraine to the shareholders of Fidobank.

5.3 SHARE CAPITAL OF ERSTE GROUP BANK

As of 31 December 2014, 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).

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 bank in the eastern part of the European Union, including Austria. In achieving this goal, Erste Group aims to lend responsibly, provide a safe harbour for deposits and in general support all its customers, be they retail, corporate or public sector clients, in achieving their financial goals. Value is only created through sustainable profitability; hence Erste Group aims to earn a premium on the cost of capital.

Focus on customer banking with emphasis on retail business. Erste Group has been active in the retail business since 1819. "Erste" means "first" in English and Erste Group was the first savings bank in Austria. Erste Group provides the entire spectrum from lending, deposit and investment products to current accounts and credit cards. 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 other core activities by drawing on its customers' deposits. The retail business represents Erste Group's strength and its top priority when developing its product offer. This includes Erste Group's focus on new technological developments and innovations such as mobile and internet banking that enable the bank to meet its customers' expectations more effectively. Offering understandable products and services that meet the individual needs of the bank customers are important to build and maintain strong long-term customer relationships. Today, the bank serves a total of about 16 million retail customers in its core markets. Wealthy private clients are served by the bank's private banking staff. 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 bank's liquidity in infrastructure projects as well as sovereign bonds issued in its region are also part of the core activities. To meet the short-term liquidity management needs of the customer business, Erste Group also operates in the interbank market.

Focus on the eastern part of the European Union, including Austria. 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, this part of Europe that 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 most of these countries. In Serbia, which has been assigned European Union candidate status, the 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. These operations mainly focus on serving private individuals and corporate customers. In its capital markets business, Erste Group maintains presences in Poland, Turkey and Germany. In addition, Erste Group's branches in London, New York and Hong Kong engage in customer-related lending and treasury business.

Focus on sustainable profitability. Earning a sustainable premium on the cost of capital in a socially responsible manner and for the benefit of all stakeholders is key prerequisite for the long-term survival of any company or bank. For only a sustainably profitable bank: can provide products and services to customers that support them in achieving their long-term financial goals; can deliver the foundation for share price appreciation as well as dividend and coupon payments to investors; can create a stable and rewarding work environment for employees; and, can be a reliable contributor of tax revenues to society at large. Sustainable profits can be achieved through a combination of growing revenues, reducing loan loss provisions and cutting costs. It 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 *inter alia* 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 Savings Banks Sector comprises all savings banks in Austria except for Unicredit Bank Austria AG ("**Bank Austria**"), 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 Banking Act 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 ("**Liquidity Reserve**"). Despite a legal change that permits the savings banks to keep their Liquidity Reserves with banks other than the relevant central institution, as of 31 December 2013 Erste Group Bank was a net liquidity provider to the savings banks on a consolidated basis.

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 ("**Haftungsverbund 1**"). The Haftungsverbund 1, as an integral part of the joint marketing strategy and co-operation of the 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 Savings Banks Sector (except for Allgemeine Sparkasse Oberösterreich) ("**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 as mergers (*Zusammenschluss*) within the meaning of the EU 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, 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 Savings Banks Sector (including Allgemeine Sparkasse Oberösterreich) ("**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 (Art 113 (7) CRR) and a cross-guarantee scheme (Art 4 (1)(127) CRR) in order to fulfil the requirements of Art 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*), Haftungsverbund GmbH ("**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, 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, 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 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 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*) pursuant to sec 71a Austrian Banking Act exists requiring the FMA to impose early intervention measures. Such need for early intervention exists if a credit institution (which is subject to the BIRG) 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 Art 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 on a quarterly basis until it reaches its final size of EUR 250 million after 10 years.](#)

In the event that a member savings bank becomes insolvent, the other members guarantee, through the Steering Company, the payment of all amounts owed to customers by the insolvent member, including:

- all deposits (as defined in sec 1 (1)(1) of the Austrian Banking Act);

- 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 a non-consolidated basis and based on the most recently approved financial statements of the 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 years ended 31 December 2012 comprise all members of the Savings Banks Sector. In May 2010, Erste Bank Oesterreich and Allgemeine Sparkasse Oberösterreich entered into a separate cross-guarantee agreement. In 2013 the Allgemeine Sparkasse Oberösterreich entered with all other Savings Banks into the *Zweite Zusatzvereinbarung*.

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 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 the management board.

Structural change

Following a strategic review, the segment structure as well as the methodology for capital allocation was changed. Erste Group therefore introduced a new segment reporting, starting from 1 January 2014. It is based on the matrix organisation (business and geographical information) and provides comprehensive information to assess the performance of the business and geographical segments. Details on the new segmentation as well as comparable figures for all quarters of 2013 were published on 28 February 2014.

However, the segmentation criteria for corporate business were changed as well with no retrospective adjustments. The former local large corporate business (included in the SME segment in 2013) was reallocated either to the Large Corporates segment or to the SME segment, depending on annual turnover thresholds.

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 & 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 not measured at fair value through P&L. 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. 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 nine business segments reflecting Erste Group's management structure and its internal management reporting in 2014.



Retail

The Retail segment comprises the entire business with private individuals, free professionals and micros in the responsibility of account managers in the retail network of the local banks cooperating with their specialised subsidiaries (such as factoring, leasing and asset management companies). Retail products and services including current and savings accounts, mortgage and consumer loans, investment products, credit cards and cross selling products such as leasing, insurance, and building society products are offered via various distribution channels (branch networks and digital banking).

in EUR million	1-9 13	1-9 14
Net interest income	1,669.4	1,633.4
Net fee and commission income	785.3	788.2
Net trading and fair value result	45.9	45.5
Operating income	2,523.2	2,492.2
Operating expenses	-1,393.9	-1,338.6
Operating result	1,129.3	1,153.7
Cost/income ratio	55.2%	53.7%
Net impairment loss on financial assets not measured at fair value through profit or loss	-348.0	-577.9
Other result	-70.7	-439.3
Net result attributable to owners of the parent	536.6	26.0
Return on allocated capital	36.4%	1.9%

Source: unaudited interim report as of 30 September 2014

SME

The SME segment comprises the business with micros, small and medium-sized enterprises (SMEs), small public sector companies, and small financial institutions (e.g. third party leasing companies) in the responsibility of local corporate account managers. Local banks cooperate with specialized subsidiaries such as factoring and leasing companies. The turnover threshold for SMEs varies from country to country within the range of EUR 0.7 million and EUR 75 million.

in EUR million	1-9 13	1-9 14
Net interest income	505.8	430.0
Net fee and commission income	170.0	148.0
Net trading and fair value result	22.2	15.7
Operating income	702.6	618.5
Operating expenses	-218.8	-214.2
Operating result	483.8	404.3
Cost/income ratio	31.1%	34.6%
Net impairment loss on financial assets not measured at fair value through profit or loss	-334.4	-395.1
Other result	-19.4	11.6
Net result attributable to owners of the parent	95.6	8.9
Return on allocated capital	7.8%	0.4%

Source: unaudited interim report as of 30 September 2014

Asset/Liability Management & Local Corporate Center

The Asset/Liability Management & Local Corporate Center (ALM & LCC) segment includes all asset/liability management functions (local and Erste Group Bank AG) 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	1-9 13	1-9 14
Net interest income	172.8	115.1
Net fee and commission income	-74.0	-62.3
Net trading and fair value result	-56.9	11.6
Operating income	89.3	112.8
Operating expenses	-72.4	-59.2
Operating result	16.9	53.6
Cost/income ratio	81.0%	52.5%
Net impairment loss on financial assets not measured at fair value through profit or loss	-6.0	-6.0
Other result	-85.5	-125.4
Net result attributable to owners of the parent	58.2	-87.5
Return on allocated capital	3.5%	-6.6%

Source: unaudited interim report as of 30 September 2014

Savings Banks

The Savings Banks segment includes the savings banks which are members of the Haftungsverbund (cross-guarantee system) of the Austrian savings banks sector except for Erste Bank Oesterreich, Tirolder Sparkasse, Salzburger Sparkasse, Sparkasse Hainburg.

in EUR million	1-9 13	1-9 14
Net interest income	607.8	662.0
Net fee and commission income	289.3	300.1
Net trading and fair value result	14.5	3.1
Operating income	963.4	1,016.8
Operating expenses	-688.4	-690.2
Operating result	275.0	326.6
Cost/income ratio	71.5%	67.9%
Net impairment loss on financial assets not measured at fair value through profit or loss	-120.6	-133.7
Other result	-11.6	-20.0
Net result attributable to owners of the parent	19.4	9.8
Return on allocated capital	6.7%	9.0%

Source: unaudited interim report as of 30 September 2014

Large Corporates

The Large Corporates (LC) segment comprises the business with large corporate customers whose annual turnover exceeds a defined threshold that starts from EUR 25 million and EUR 75 million respectively, depending on the country.

in EUR million	1-9 13	1-9 14
Net interest income	138.3	167.1
Net fee and commission income	54.5	71.3
Net trading and fair value result	6.8	7.9
Operating income	199.6	246.3
Operating expenses	-49.2	-60.6
Operating result	150.4	185.7
Cost/income ratio	24.6%	24.6%
Net impairment loss on financial assets not measured at fair value through profit or loss	-158.7	-302.9
Other result	-20.5	-8.7
Net result attributable to owners of the parent	-22.8	-101.1
Return on allocated capital	-3.7%	-18.5%

Source: unaudited interim report as of 30 September 2014

Commercial Real Estate

The Commercial Real Estate (CRE) segment covers the real estate value chain (lending, leasing, real estate investment, project development and construction services as well as infrastructure business) for corporate clients, project developers, real estate investors, municipalities and other public sector agencies.

in EUR million	1-9 13	1-9 14
Net interest income	127.4	113.5
Net fee and commission income	9.1	11.4
Net trading and fair value result	5.0	-5.2
Operating income	207.5	152.8
Operating expenses	-98.1	-64.4
Operating result	109.4	88.4
Cost/income ratio	47.3%	42.2%
Net impairment loss on financial assets not measured at fair value through profit or loss	-269.3	-251.5
Other result	-45.1	-49.5
Net result attributable to owners of the parent	-171.1	-205.9
Return on allocated capital	-24.9%	-34.8%

Source: unaudited interim report as of 30 September 2014

Other Corporate

The Other Corporate segment consists of two operating segments – International Business and Investment Banking – that are below the threshold criteria defined by IFRS 8. International Business comprises all lending and investing activities outside Erste Group's core markets (including the branches in London, Hong Kong and New York) and is responsible for business development with and credit line management for banks and non-banking financial institutions. Investment Banking covers equity-related business focusing mainly on corporate finance, equity capital markets services, equity brokerage (institutional sales) and merchant banking.

in EUR million	1-9 13	1-9 14
Net interest income	50.0	55.6
Net fee and commission income	19.2	12.1
Net trading and fair value result	10.4	4.5
Operating income	79.6	72.8
Operating expenses	-36.3	-38.9
Operating result	43.3	33.9
Cost/income ratio	45.6%	53.5%
Net impairment loss on financial assets not measured at fair value through profit or loss	-9.8	-13.7
Other result	1.7	1.8
Net result attributable to owners of the parent	27.2	16.9
Return on allocated capital	11.0%	10.5%

Source: unaudited interim report as of 30 September 2014

Group Markets

The Group Markets (GM) segment comprises the divisionalised business units Group Treasury and Capital Markets (except Equity Capital Markets) and includes the treasury activities of Erste Group Bank AG, the CEE subsidiaries, foreign branch offices in Hong Kong, New York, Berlin and Stuttgart

as well as the business with institutional clients of Erste Asset Management. The focus is on client-oriented business with institutional clients. Group Markets is the internal trading unit for all classic treasury (such as FX, commodities and money market) and capital market products (such as bonds, interest rate derivatives, credit products).

in EUR million	1-9 13	1-9 14
Net interest income	157.2	149.7
Net fee and commission income	74.8	76.5
Net trading and fair value result	106.6	88.4
Operating income	339.1	316.7
Operating expenses	-135.8	-131.0
Operating result	203.2	185.7
Cost/income ratio	40.1%	41.4%
Net impairment loss on financial assets not measured at fair value through profit or loss	11.4	0.0
Other result	-1.3	-1.2
Net result attributable to owners of the parent	165.6	144.4
Return on allocated capital	48.2%	40.5%

Source: unaudited interim report as of 30 September 2014

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), internal non-profit service providers (facility management, IT, procurement), amortisation of customer relationships at Banca Comercială Română, Erste Card Club d.d. and Ringturm KAG, goodwill impairments, the banking tax of Erste Group Bank AG, free capital of Erste Group (defined as the difference of the total average IFRS equity and the average economical equity allocated to the segments) as well as the result of Erste Bank Ukraine which was sold in 2013.

in EUR million	1-9 13	1-9 14
Net interest income	106.0	46.5
Net fee and commission income	110.1	47.3
Net trading and fair value result	8.9	-7.4
Operating income	279.2	130.2
Operating expenses	-501.0	-521.7
Operating result	-221.7	-391.5
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets not measured at fair value through profit or loss	-8.4	5.7
Other result	-95.3	-690.1
Net result attributable to owners of the parent	-278.1	-1,295.6
Return on allocated capital	-5.6%	-33.0%

Source: unaudited interim report as of 30 September 2014

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 case of information regarding a partial group, the allocation is based on the location of the respective parent entity.

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 residual market

Other that comprises the remaining business activities of Erste Group outside its core markets as well as the reconciliation to the consolidated accounting result.



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	1-9 13	1-9 14
Net interest income	414.2	456.1
Net fee and commission income	248.4	255.9
Net trading and fair value result	10.2	2.6
Operating income	705.3	750.9
Operating expenses	-453.4	-446.4
Operating result	251.9	304.4
Cost/income ratio	64.3%	59.5%
Net impairment loss on financial assets not measured at fair value through profit or loss	-45.5	-66.9
Other result	-11.9	3.9
Net result attributable to owners of the parent	143.5	183.3
Return on allocated capital	17.6%	23.3%

Source: unaudited interim report as of 30 September 2014

The geographical segment **Savings banks** is identical to the business segment Savings banks.

The **Other Austria** segment comprises Erste Group Bank AG (Holding) with its Large Corporates, Commercial Real Estate, Other Corporate and Group Markets business, Erste Group Immorent AG and Erste Asset Management GmbH.

in EUR million	1-9 13	1-9 14
Net interest income	304.6	302.2
Net fee and commission income	126.0	130.1
Net trading and fair value result	42.3	2.7
Operating income	539.1	470.7
Operating expenses	-261.0	-231.1
Operating result	278.0	239.6
Cost/income ratio	48.4%	49.1%
Net impairment loss on financial assets not measured at fair value through profit or loss	-302.8	-191.0
Other result	-34.6	-41.8
Net result attributable to owners of the parent	-57.4	-33.8
Return on allocated capital	-4.5%	-2.9%

Source: unaudited interim report as of 30 September 2014

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).

Czech Republic

in EUR million	1-9 13	1-9 14
Net interest income	758.2	692.9
Net fee and commission income	328.5	300.0
Net trading and fair value result	59.7	62.6
Operating income	1,172.7	1,079.8
Operating expenses	-551.0	-494.4
Operating result	621.7	585.4
Cost/income ratio	47.0%	45.8%
Net impairment loss on financial assets not measured at fair value through profit or loss	-112.8	-105.4
Other result	4.3	-5.3
Net result attributable to owners of the parent	408.9	378.9
Return on allocated capital	33.8%	35.3%

Source: unaudited interim report as of 30 September 2014

Slovakia

in EUR million	1-9 13	1-9 14
Net interest income	324.0	336.0
Net fee and commission income	86.9	91.1
Net trading and fair value result	7.9	9.3
Operating income	427.6	443.5
Operating expenses	-182.9	-196.2
Operating result	244.8	247.3
Cost/income ratio	42.8%	44.2%
Net impairment loss on financial assets not measured at fair value through profit or loss	-29.5	-42.8
Other result	-38.1	-33.6
Net result attributable to owners of the parent	140.0	131.6
Return on allocated capital	36.4%	34.6%

Source: unaudited interim report as of 30 September 2014

Romania

in EUR million	1-9 13	1-9 14
Net interest income	468.6	374.9
Net fee and commission income	116.9	121.4
Net trading and fair value result	76.6	63.2
Operating income	668.1	564.1
Operating expenses	-277.3	-237.1
Operating result	390.8	327.1
Cost/income ratio	41.5%	42.0%
Net impairment loss on financial assets not measured at fair value through profit or loss	-346.4	-910.8
Other result	-51.1	-70.8
Net result attributable to owners of the parent	113.7	-532.0
Return on allocated capital	11.3%	-66.3%

Source: unaudited interim report as of 30 September 2014

Hungary

in EUR million	1-9 13	1-9 14
Net interest income	228.9	205.8
Net fee and commission income	92.1	103.7
Net trading and fair value result	0.2	7.6
Operating income	321.3	318.0
Operating expenses	-134.7	-126.6
Operating result	186.6	191.4
Cost/income ratio	41.9%	39.8%
Net impairment loss on financial assets not measured at fair value through profit or loss	-155.7	-101.9
Other result	-110.6	-450.3
Net result attributable to owners of the parent	-87.8	-370.7
Return on allocated capital	-23.2%	-105.5%

Source: unaudited interim report as of 30 September 2014

Croatia

in EUR million	1-9 13	1-9 14
Net interest income	179.5	194.4
Net fee and commission income	54.2	60.2
Net trading and fair value result	16.6	20.2
Operating income	251.2	300.1
Operating expenses	-105.7	-134.2
Operating result	145.5	165.9
Cost/income ratio	42.1%	44.7%
Net impairment loss on financial assets not measured at fair value through profit or loss	-115.1	-118.3
Other result	-3.1	-2.4
Net result attributable to owners of the parent	15.9	25.6
Return on allocated capital	7.8%	11.4%

Source: unaudited interim report as of 30 September 2014

Serbia

in EUR million	1-9 13	1-9 14
Net interest income	24.1	24.9
Net fee and commission income	9.7	10.0
Net trading and fair value result	1.9	1.7
Operating income	35.7	36.5
Operating expenses	-27.1	-28.1
Operating result	8.6	8.3
Cost/income ratio	76.0%	77.1%
Net impairment loss on financial assets not measured at fair value through profit or loss	-7.0	-9.0
Other result	0.0	-0.6
Net result attributable to owners of the parent	1.2	-0.4
Return on allocated capital	3.5%	-1.2%

Source: unaudited interim report as of 30 September 2014

The residual segment **Other** consists mainly of centralised service providers, the Group Asset/Liability Management and the Corporate Center of Erste Group Bank AG as well as the reconciliation to the consolidated accounting result (e.g. intercompany elimination, dividend elimination), goodwill impairments, amortisation of customer relationships and free capital.

in EUR million	1-9 13	1-9 14
Net interest income	206.1	120.5
Net fee and commission income	-8.2	0.2
Net trading and fair value result	-45.7	-6.6
Operating income	178.9	137.1
Operating expenses	-243.0	-199.4
Operating result	-64.0	-62.2
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets not measured at fair value through profit or loss	-9.6	5.0
Other result	-239.2	-993.5
Net result attributable to owners of the parent	-266.9	-1,276.1
Return on allocated capital	-4.6%	-28.3%

Source: unaudited interim report as of 30 September 2014

5.5 CURRENT REGULATORY TOPICS

Activities in the context of changes in regulatory requirements

EU and national laws, regulations, policies and interpretations of laws relating to the banking sector and financial institutions have come under increased scrutiny by legislators, regulators and advisory bodies and are continuously evolving and changing, especially in levels of adequate capitalisation and leverage. Many of these changes, amendments or anticipated developments, including the recently introduced single supervisory mechanism (SSM) and more integrated banking union within the EU, have and continue to permanently affect the regulatory environment of Erste Group's business significantly. Erste Group's business is characterized by (steadily increasing) regulatory requirements to meet certain capital and liquidity ratios, which may require Erste Group to reduce its risk-weighted as-

sets ("RWA") and/or to obtain additional capital and/or liquid funds, but also may limit the further growth of Erste Group's business in the future. Further, regulatory developments regularly expose Erste Group to additional costs and liabilities, require it to change how it conducts its business or may otherwise have a negative impact on its business, the products and services it offers and the value of its assets. If Erste Group is unable to increase its regulatory capital (respectively its capital ratios) sufficiently, its ratings may drop and its cost of funding may increase.

Since 2010, Erste Group has been scrutinising the impacts of the changes due to CRD IV/CRR (implementing the international regulatory framework for banks known as "Basel III" within the EU)).

The CRD IV/CRR entered into force 1 January 2014. Erste Group has established a group-wide programmes in order to ensure full and timely implementation of all requirements arising from the CRR, the CRD IV, the respective technical standards as well as all related national and international laws and regulations across the entire Erste Group. The programmes include among others work streams for capital requirements, changes in RWA calculations, counterparty credit risk (CCR), the capital charge for credit value adjustments (CVA), disclosure, liquidity, and leverage ratio.

Furthermore, there is a close alignment with programmes focusing on other internal or external (regulatory) requirements in the areas of risk and accounting, such as the IFRS 9 project of Erste Group.

Basel III Monitoring Exercise

The European Banking Authority (EBA) has been monitoring and assessing the impact of the Basel III rules on a sample of EU banks since June 2011. Erste Group is regularly participating in this (voluntary) Basel III monitoring exercise which is performed on a semi-annual basis with end-December and end-June reporting dates.

The exercise monitors and assesses the following aspects of the Basel III implementation:

- changes to capital ratios under Basel III;
- level of capital shortfalls including, where applicable, capital surcharges for global systemically important banks (G-SIBs);
- impact on capital ratios and shortfall, resulting from changes in the definition of CET 1;
- impact on capital ratios and shortfall, resulting from changes in the RWA-calculation;
- impact from the implementation of the capital conservation buffer;
- the adequacy of leverage ratio; and
- the adequacy of two liquidity standards – the liquidity coverage ratio (LCR) and the net stable funding ratio (NSFR).

After the finalisation of CRD IV, the Basel III monitoring exercise will assess the impact of the implementation of CRD IV.

ECB's Comprehensive Assessment/ECB's 2014 EU-Wide Stress Test

On 26 October 2014, the European Central Bank (ECB) has published the results of the so-called "**Comprehensive Assessment**", a thorough year-long examination of the resilience and positions of the 130 largest credit institutions in the euro area (including Erste Group and Slovenská sporiteľňa) as of 31 December 2013.

On the same day, the EBA has published the individual results for 123 credit institutions (including Erste Group) of the "2014 EU-Wide Stress Test" which aimed to assess the resilience of EU banks to adverse economic developments, so as to understand remaining vulnerabilities, complete the repair of the EU banking sector and increase confidence.

With the AQR-adjusted phase-in CET1 ratio of 10.0% as at 31 December 2013, well above the threshold of 8% set by the ECB, Erste Group has comfortably passed both the asset quality review (AQR) and associated stress test.

With the AQR and adverse scenario stress test adjusted phase-in CET1 ratio of 7.6% and 6.8% on a fully-loaded basis, Erste Group remained comfortably above the threshold of 5.5% set by EBA, despite the harsh stress scenario applied, especially with respect to certain CEE countries, in which it operates.

Erste Group's subsidiary Slovenská Sporiteľňa was also subject to a separate AQR and stress test and also passed the assessment comfortably with an AQR adjusted phase-in CET 1 ratio of 19.5% as at 31st December 2013 and AQR- and an adverse scenario stress test adjusted phase-in CET1 ratio of 19.5%.

Banking/Financial transaction taxes

In addition, several countries in which Erste Group operates have introduced special banking taxes.

In Austria, the banking tax was introduced in 2011 and, following a 25% increase in 2012, Erste Group's Austrian banking tax amounted to EUR 100.75 million in 2014 after EUR 166.45 million in 2013, EUR 165.2 million in 2012 and EUR 132.1 million in 2011.

In Slovakia, a banking tax was newly introduced in 2012 and resulted in a charge of EUR 31.53 million in 2014, after EUR 41.23 million in 2013 and EUR 31.5 million in 2012.

In Hungary, the banking tax amounted to EUR 47.94 million in 2014, EUR 48.96 million in 2013 and EUR 47.3 million in 2012, while in 2011 it was offset against losses resulting from legislation allowing the early repayment of foreign currency loans at a fixed exchange rate below then prevailing exchange rates in the market.

Furthermore, pursuant to the proposal by the EU-Commission for a "Council Directive implementing enhanced cooperation in the area of financial transaction tax" eleven EU Member States, including Austria, Slovakia and Hungary, shall charge a financial transaction tax ("**FTT**"). The proposal provides for the FTT to apply as of 1 January 2014 (which deadline, however, has obviously not been met). It is unclear whether the FTT will be introduced in the proposed form at all.

These banking taxes and potential financial transaction taxes directly impact Erste Group's other operating result, and increases in banking taxes or the imposition of new banking and financial transaction taxes on Erste Group's subsidiaries negatively affect its results of operations.

5.6 CREDIT RATINGS

Standard & Poors, Moody's and Fitch (each as defined below) have assigned the below credit ratings to the Issuer.

Standard & Poors assigned the following ratings:

Long Term deposits	CreditWatch/Outlook	Short Term deposits
A-	Watch Negative	A-2

According to the Ratings Definitions as published by Standard & Poors (www.standardandpoors.com) as of the date of this Prospectus, the above ratings have the following meanings:

'**A**' — An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.

'**A-2**' — A short-term obligation rated 'A-2' is somewhat more susceptible to the adverse effects of

changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

'Negative Outlook' — A Standard & Poor's rating outlook assesses the potential direction of a long-term credit rating over the intermediate term (typically six months to two years). In determining a rating outlook, consideration is given to any changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a rating change or future CreditWatch action. Negative means that a rating may be lowered.

On 3 February 2015, Standard & Poor's has placed the long-term and short-term ratings on the Issuer on CreditWatch with negative implications.

'CreditWatch' highlights Standard & Poor's opinion regarding the potential direction of a short-term or long-term rating. It focuses on identifiable events and short-term trends that cause ratings to be placed under special surveillance by Standard & Poor's analytical staff. A CreditWatch listing does not mean a rating change is inevitable. The "negative" designation means a rating may be lowered.

Moody's assigned the following ratings:

Long Term deposits	Outlook	Short Term deposits
Baa2	negative(m)	P-2

According to the Rating Symbols and Definitions as published by Moody's (www.moody.com) as of the date of this Prospectus, the above ratings have the following meanings:

'Baa' — Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.

'P-2' — Issuers (or supporting institutions) rated Prime-2 have a strong ability to repay short-term debt obligations.

Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

'Negative Outlook' — A Moody's rating outlook is an opinion regarding the likely rating direction over the medium term. Rating outlooks fall into four categories: Positive (POS), Negative (NEG), Stable (STA), and Developing (DEV). Outlooks may be assigned at the issuer level or at the rating level. Where there is an outlook at the issuer level and the issuer has multiple ratings with differing outlooks, an "(m)" modifier to indicate multiple will be displayed and Moody's written research will describe and provide the rationale for these differences. A designation of RUR (Rating(s) Under Review) indicates that an issuer has one or more ratings under review, which overrides the outlook designation. A designation of RWR (Rating(s) Withdrawn) indicates that an issuer has no active ratings to which an outlook is applicable. Rating outlooks are not assigned to all rated entities. In some cases, this will be indicated by the display NOO (No Outlook).

A stable outlook indicates a low likelihood of a rating change over the medium term. A negative, positive or developing outlook indicates a higher likelihood of a rating change over the medium term. A rating committee that assigns an outlook of stable, negative, positive, or developing to an issuer's rating is also indicating its belief that the issuer's credit profile is consistent with the relevant rating level at that point in time.

Fitch assigned the following ratings:

Long Term deposits	Outlook	Short Term deposits
A	negative	F1

According to the Rating Definitions as published by Fitch (www.fitchratings.com) as of the date of this Prospectus, the above ratings have the following meanings:

'A' — High credit quality. 'A' ratings denote expectations of low credit risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

'F1' — Highest short-term credit quality. Indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.

'**Negative Outlook**' — Rating Outlooks indicate the direction a rating is likely to move over a one- to two-year period. They reflect financial or other trends that have not yet reached the level that would trigger a rating action, but which may do so if such trends continue. The majority of Outlooks are generally Stable, which is consistent with the historical migration experience of ratings over a one- to two-year period. Positive or Negative rating Outlooks do not imply that a rating change is inevitable and, similarly, ratings with Stable Outlooks can be raised or lowered without a prior revision to the Outlook, if circumstances warrant such an action. Occasionally, where the fundamental trend has strong, conflicting elements of both positive and negative, the Rating Outlook may be described as Evolving.

More detailed information on the ratings can be retrieved on the Issuer's website (<http://www.erstegroup.com/en/Investors/Ratings>). General information regarding the meaning of the rating and the qualifications which have to be observed in connection therewith can be found on the websites of Standard & Poors (www.standardandpoors.com), Moody's (www.moody.com) and Fitch Ratings Ltd (www.fitchratings.com).

Standard & Poor's Credit Market Services Europe Ltd. (Niederlassung Deutschland) ("**Standard & Poors**") has its registered office at Neue Mainzer Str. 52, 60311 Frankfurt am Main in Germany. Moody's Deutschland GmbH ("**Moody's**") has its registered office at An der Welle 5, 60322 Frankfurt. Fitch Ratings Ltd ("**Fitch**") with its seat in 30 North Colonnade, London E14 5GN, United Kingdom is registered at Companies House in England.

Standard & Poors, Moody's and Fitch are registered under Regulation (EC) No. 1060/2009 of the European Parliament and of Council of 16 September 2009 on credit rating agencies as amended by Regulation (EU) No 513/2011 (credit rating agency regulation, the "**CRA Regulation**") as registered rating agencies. The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list shall be updated within five working days following the adoption of a decision under Articles 16, 17 or 20 of the CRA Regulation. The European Commission publishes that updated list in the Official Journal of the European Union within 30 days following the updates.

5.7 RECENT DEVELOPMENTS

At the presentation of its third quarter 2014 results, Erste Group presented the following outlook:

- Risk costs about EUR 2.1-2.4 billion depending on booking of Hungarian consumer loan law impact (EUR 350-400 million, EUR 360.8 million of which have already been booked) in risk provisions or other operating result; any costs related to the unlikely, but still possible discounted conversion of Hungarian retail FX loans are not included in this guidance;
- A net loss for 2014 of EUR 1.4-1.6 billion;
- A CET 1-ratio (fully loaded, based on current definitions) of above 10.0% at year-end;

- Strongly improved post-provision result and net profit (ROTE: 8-10%) in 2015, despite still disproportionate banking levies;

For the geographic segment Romania: a full normalisation of risk costs at 100-150 bps of average gross customer loans starting in 2015, accompanied by an accelerated NPL reduction already in 2014; a lower, but sustainable operating result due to a lower unwinding impact on net interest income;

For the geographic segment Hungary: a gradual normalisation of risk costs to 150-200 bps (by 2016) of average gross customer loans based on the assumption that all government actions will be completed in 2014; a lower, but sustainable operating result due to lower net interest income.

EGB Ceps Beteiligungen GmbH Merger

On 4 November 2014, Erste Group Bank and EGB Ceps Beteiligungen GmbH have announced that it has been decided to merge EGB Ceps Beteiligungen GmbH, a company with its registered office in Vienna (as the transferring company) with Erste Group Bank (as the acquiring company) by transferring the assets of EGB Ceps Beteiligungen GmbH in their entirety to Erste Group Bank as the sole shareholder of EGB Ceps Beteiligungen GmbH, by way of universal succession, retroactively with effective date of 31 August 2014 (end of day). As result of the merger and the expected loss for 2014, the untied profit reserves as well as most of the tied capital reserves of Erste Group Bank as disclosed on a solo level in its unconsolidated financial statements will be dissolved as of 31 December 2014 under the Austrian Commercial Code. Consequently, Erste Group Bank has announced on 9 December that no coupons will be paid on supplementary (upper tier 2) capital and hybrid instruments. On a consolidated level of Erste Group, the merger will have no such effect in relation to the consolidated financial statements as of 31 December 2014, drawn up in accordance with IFRS.

Privileged Treatment of Exposures to Central Governments or Central Banks of a Third Country

The CRR allows institutions to assign a privileged risk weight to exposures to central governments or central banks of a third country which applies supervisory and regulatory requirements at least equivalent to those applied in the EU. On 16 December 2014 the EU-Commission's decision of 12 December 2014 on the equivalence of the supervisory and regulatory requirements of certain third countries and territories for the purposes of the treatment of exposures according to Regulation (EU) No 575/2013 of the European Parliament and of the Council was published in the Official Journal. The Implementing Decision, includes jurisdictions such as Brazil, Canada, China, Singapore, South Africa and the United States. The discontinuation of this privileged treatment for countries with supervisory and regulatory requirements so far not qualified as equivalent such as Serbia, has a minor negative impact on the amount of RWA and on the capital ratios.

Discontinued minimum exchange rate of CHF against EUR

On 15 January 2015, the Swiss National Bank decided to discontinue the minimum exchange rate of CHF against EUR. This announcement resulted in significant appreciation of CHF against all major currencies including the currencies of CEE countries. Impact on Erste Group would arise primarily in relation to borrowers who took CHF-denominated loans in the past and are now adversely affected in terms of repayment ability. Preliminary sensitivities performed indicate a moderate impact in terms of higher risk costs and increase of credit RWAs (10 bps CET1 loss in case of EUR/CHF parity prevailing for longer period of time). The actual impact is contingent on future exchange rate developments.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

6.1 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 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 ⁴ deputy chairman
	BeeOne GmbH	AB ⁵ chairman
	Česká spořitelna, a.s.	SB deputy chairman
	DONAU Versicherung AG Vienna Insurance Group	SB deputy chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB chairman
	MAK – Österreichisches Museum für Angewandte Kunst	SB chairman
	Sparkassen Versicherung AG Vienna Insurance Group	SB chairman
Andreas Gottschling <i>Member</i>	Erste Group Immorent AG	SB deputy chairman
	Erste Reinsurance S.A.	AB member
Gernot Mittendorfer <i>Member</i>	Banca Comercială Română S.A.	SB member

⁴ "SB" means Supervisory Board.

⁵ "AB" means Advisory Board.

Name	Name of relevant company	Position held
	Erste Bank Hungary Zrt	SB member
	Erste Bank a.d. Novi Sad	SB chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	Slovenská sporiteľňa, a.s.	SB chairman
Peter Bosek <i>Member</i>	Bausparkasse der österreichischen Sparkassen Aktiengesellschaft	SB chairman
	AVS Beteiligungsgesellschaft m.b.H.	SB chairman
	Ceska sporitelna, a.s.	SB member
	DONAU Versicherung AG Vienna Insurance Group	SB member
	Erste Asset Management GmbH	SB member
	Erste Group Immorent AG	SB member
	Österreichische Kontrollbank	SB member
	Salzburger Sparkasse Bank AG	SB chairman
	Sparkassen Versicherung AG Vienna Insurance Group	SB member
	Tiroler Sparkasse Bankaktiengesellschaft Innsbruck	SB chairman
	Wien 3420 Aspern Development AG	SB member
	s Wohnbaubank AG	SB chairman
	EBV - Leasing Gesellschaft m.b.H. & Co. KG.	AB member
	ERP-Fonds	SB member
	ERP-Kreditkommission	AB member
	BeeOne GmbH	AB member
Josef Sikela <i>Member</i>	Prvá stavebná sporiteľňa (PSS) a.s.	SB member
	Slovak Football Association	AB chairman

Source: Internal information of Erste Group Bank

The members of the Management Board can be reached at Erste Group Bank's business address Graben 21, A-1010 Vienna, Austria.

Changes to the Management Board

On 11 December 2014 the Issuer's Supervisory Board appointed Petr Brávek as new COO, thereby giving him responsibility for the areas of organisation / IT and banking operations as of 1 April 2015. He succeeds Herbert Juranek, who has resigned from the Management Board at the end of 2014 as announced by the Issuer on 26 October 2014. The tasks of the COO have been taken over by Andreas Gottschling and Gernot Mittendorfer on an interim basis until end of March 2015.

6.2 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 member
	Erste Bank Hungary Zrt.	SB member
	Österreichische Industrie Holding AG	SB member
	Sparkassenprüfungsverband	Chairman Annual General Assembly
Dr. Georg Winckler <i>First Deputy Chairman</i>	DIE ERSTE österreichische Spar-Casse Privatstiftung	SB chairman
	Educational Testing Service (ETS)	Board of Trustees member
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	UNIQA Versicherungsverein Privatstiftung	SB chairman
Elisabeth Bleyleben-Koren <i>Member</i>	none	—
Bettina Breiteneder <i>Member</i>		

Name	Name of relevant company	Position held
	Generali Holding Vienna AG	SB member
	ZS Einkaufszentren Errichtungs- und Vermietungs-Aktiengesellschaft	SB member
	Wiener Konzerthausgesellschaft	AB member
Gunter Griss <i>Member</i>	Steiermärkische Bank und Sparkassen AG	SB chairman
	BH Krentschker & Co AG	SB deputy chairman
	AVL List GmbH	SB chairman
	BDI Bioenergy International AG	SB chairman
Jan Homan <i>Second Deputy Chairman</i>	Allianz Elementar Versicherungs-Aktiengesellschaft	SB member
	BillerudKorsnäs AB	SB member
	Constantia Flexibles GmbH	SB member
	Frapag Beteiligungsholding AG	SB chairman
	Slovenská sporiteľňa, a.s.	SB member
Elisabeth Krainer Senger-Weiss <i>Member</i>	none	—
Brian Deveraux O'Neill <i>Member</i>	Banca Comercială Română S.A.	SB member
	Council of the Americas	Member of board of directors
	Emigrant Bank	Member of board of directors
	Inter-American Dialogue	Member of board of directors
	Seven Seas Water	Member of board of directors

Name	Name of relevant company	Position held
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 Life Insurance Company	Member of board of directors
Markus Haag		
<i>Employee representative</i>	none	—
Andreas Lachs		
<i>Employee representative</i>	VBV-Pensionskasse AG	SB member
Bertram Mach		
<i>Employee representative</i>	none	—
Barbara Pichler		
<i>Employee representative</i>	none	—
Karin Zeisel		
<i>Employee representative</i>	none	—

Source: Internal information of Erste Group Bank.

6.3 REPRESENTATIVES OF THE SUPERVISORY AUTHORITIES

Pursuant to the Austrian Banking Act and the Austrian Mortgage Bank Act 1899, 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 for covered bonds
Erhard Moser	Vice Commissioner for covered bonds
Irene Kienzl	Trustee pursuant to the Mortgage Bank Act
Thomas Schimetschek	Deputy Trustee pursuant to the Mortgage Bank Act

Source: Internal information of Erste Group Bank

Pursuant to the Austrian Banking Act and the Articles of Association, the State Commissioner and its deputy shall be invited to the 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 Section 76 (6) Austrian Banking Act.

6.4 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 in place to properly deal with such conflicts of interest in accordance with applicable laws and industry standards.

6.5 AUDIT AND AUDITORS' REPORTS

Sparkassen-Prüfungsverband Prüfungsstelle (statutory auditor, two current directors of which are members of "Kammer der Wirtschaftstrehänder Österreich") at Grimmelshausengasse 1, A-1030 Vienna, and Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H. (a member of "Kammer der Wirtschaftstrehänder Österreich") at Wagramer Straße 19, 1220 Vienna, have audited the German language consolidated financial statements of Erste Group Bank as of 31 December 2013 and 2012 and issued unqualified audit opinions for the Audited Consolidated Financial Statements 2013 (dated 28 February 2014) and 2012 (dated 28 February 2013). The financial year of Erste Group Bank is the calendar year.

6.6 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 Savings Bank Act. As of 31 December 2014, 30.0% of the shares in Erste Group Bank were attributable to DIE ERSTE Österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**") which held 10.8% directly and 9.3% indirectly (including voting rights of DIE ERSTE österreichische Spar-Casse Privatstiftung, savings banks, savings banks foundations and Wiener Städtische Wechselseitige Versicherungsverein), and 9.9% of the shares in Erste Group Bank were held by CaixaBank, S.A. which are also attributable to Erste Stiftung. The free float amounts to 70.0% (of which 4.1% were held by UNIQA Versicherungsverein Privatstiftung, Vienna, Austria, 4.0% were held by Harbor International Fund, 4.1% were held by Lone Pine Capital, 47.2% by institutional investors, 9.6% by retail investors and 1.0% by Erste Group's employees) (all numbers are rounded).

In total 774,990 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 429,025,010 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 its 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:

Hungarian holocaust litigation

In 2010 a group of plaintiffs filed a putative class action complaint, in a Federal court in Chicago, on behalf of alleged victims of the Holocaust or their heirs, alleging that several Hungarian banks improperly benefited from the seizure of assets of Jewish customers during World War II. The assets claimed total USD 2 billion in 1944 dollars. Although Erste Group Bank is not alleged to have participated in the alleged misappropriation of Jewish assets, it is nevertheless named as a defendant in the litigation, as plaintiffs allege that Erste Group Bank is the legal successor to a number of banks that were active during that time in Greater Hungary. Erste Group Bank has denied all of the material allegations against it, including, but not limited to, allegations of successorship. In January 2014 the Federal District Court entered judgment in favor of Erste Group Bank, dismissing the claims on *forum non conveniens* grounds. In January 2015 the United States Court of Appeals for the Seventh Circuit decided on the appeal filed by plaintiffs and affirmed the judgment of the District Court.

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.

Corporate bond investors' prospectus claims

In 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 banks, among them Erste Group Bank, requesting compensation for their losses as bond-holders following the bankruptcy of the issuer of these corporate bonds in 2013. The plaintiffs argue in essence that the defendant banks, 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 bank, acted as joint-lead manager of the bond issuance in 2011. Erste Group Bank rejects the claims.

8. MATERIAL CONTRACTS

Since 31 December 2013, Erste Group Bank and its subsidiaries have not entered into any material contracts, other than contracts entered into in the ordinary course of business, 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 defined 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 the 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 (Art 113 (7) CRR) and a cross-guarantee scheme (Art 4 (1)(127) CRR) in order to fulfil the requirements of Art 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

In the end of 2014, syndicate agreements among Erste Stiftung on the one hand and (a) the Sparkassenstiftungen and Anteilsverwaltungssparkassen, the (b) Sparkassen which are members of Haftungsverbund III, (c) Caixabank S.A. and (d) 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.

9. TAXATION

9.1 AUSTRIA

General remarks

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 Notes in the Republic of 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 Notes consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Notes. Tax risks resulting from the Notes shall in any case be borne by the investor. For the purposes of the following it is assumed that the Notes are legally and factually offered to an indefinite number of persons.

The Issuer assumes no responsibility with respect to taxes withheld at source.

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*) 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*) 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 of the Notes

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;
- 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, zero coupon bonds and broken-period interest; 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.

Also the withdrawal of the Notes from a bank deposit (*Depotentnahme*) and circumstances leading to a loss of Austria's taxation right regarding the Notes *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) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Notes 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. In case of investment income 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*), the income is subject to withholding tax (*Kapitalertragsteuer*) of 25%; 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). In case of investment income without an Austrian nexus, the income must be included in the investor's income tax return and is subject to tax at a flat rate of 25%. In both cases upon application the option exists to tax all income subject to tax at the flat rate of 25% at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). 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 and other claims *vis-à-vis* credit institutions nor against income from private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*); income subject to tax at a flat rate of 25% 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.

Individuals subject to unlimited income tax liability in Austria holding the Notes as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus the income is subject to withholding tax of 25%. 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 tax at a flat rate of 25%). In case of investment income without an Austrian nexus, the income must always be included in the investor's income tax return (generally tax at a flat rate of 25%). In both cases upon application the option exists to tax all income subject to tax at the flat rate of 25% at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). 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 tax at the flat rate of 25%, 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; only half of the remaining negative difference may be offset against other types of income (and carried forward).

Corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on interest from the Notes at a rate of 25%. In case of investment income with an Austrian nexus the income is subject to withholding tax of 25%, which can be credited against the corporate income tax liability. However, under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Income from the alienation of the Notes is subject to corporate income tax of 25%. Losses from the alienation of the Notes can be offset against other income (and carried forward).

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 (*Körperschaftsteuergesetz*) and holding the Notes as non-business assets are subject to inter-

im 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). Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. In case of investment income with an Austrian nexus income is in general subject to withholding tax of 25%, which 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 investment income from the Notes if they have a permanent establishment (*Betriebsstätte*) in Austria and the Notes 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). Since 1 January 2015 individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of the Austrian EU Withholding Tax Act (*EU-Quellensteuergesetz*, see below) from the Notes if withholding tax is levied on such interest (this does not apply, *inter alia*, to individuals falling within the scope of the Austrian EU Withholding Tax Act; *cf.* sec. 98(1)(5)(b) of the Austrian Income Tax Act).

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically offset negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the custodian agent. If negative and at the same time or later positive income is earned, then the negative income is to be offset against the positive income. If positive and later negative income is earned, then withholding tax on the positive income is to be credited, with such tax credit being limited to 25% of the negative income. In certain cases the offsetting is not permissible. The custodian agent has to issue a written confirmation on each offsetting of losses.

EU withholding tax

Sec. 1 of the Austrian EU Withholding Tax Act – implementing Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (the "**EU Savings Directive**") – provides that interest payments paid or credited by an Austrian paying agent (*Zahlstelle*) to a beneficial owner who is an individual resident in another EU Member State (or in certain dependent or associated territories, which currently include Anguilla, Aruba, the British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat, Sint Maarten and the Turks and Caicos Islands) are subject to EU withholding tax (*EU-Quellensteuer*) of 35%. Sec. 10 of the Austrian EU Withholding Tax Act provides for an exemption from EU withholding tax if the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her EU Member State of residence for tax purposes, indicating the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years. It is expected that changes to the EU Withholding Tax Act – implementing Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments – will enter into effect by 1 January 2017. However, in connection with a planned amendment of Council Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation and repealing Directive 77/799/EEC (the "**EU Mutual Assistance Directive**"), interest, dividends and other income as well as account balances and sales proceeds from financial assets shall be brought within the scope of the automatic exchange of information provisions of the EU Mutual Assistance Directive, which will most likely at some point in time lead to a repeal of the EU Savings Directive.

Regarding the issue of whether also index certificates are subject to EU withholding tax, the Austrian tax authorities distinguish between index certificates with and without a capital guarantee, a capital guarantee being the promise of repayment of a minimum amount of the capital invested or the promise of the payment of interest. The exact tax treatment of index certificates furthermore depends on their underlying.

Tax treaties Austria/Switzerland and Austria/Liechtenstein

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets and the Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation provide that a Swiss, respectively Liechtenstein, paying agent has to withhold a tax amounting to 25%, on, *inter alia*, interest income, dividends and capital gains from assets booked with an account or deposit of such Swiss, respectively Liechtenstein, paying agent if the relevant holder of such assets (*i.e.* in general individuals on their own behalf and as beneficial owners of assets held by a domiciliary company [*Sitzgesellschaft*]) is tax resident in Austria. The same applies to such income from assets managed by a Liechtenstein paying agent if the relevant holder of the assets (*i.e.* in general individuals as beneficial owners of a transparent structure) is tax resident in Austria. For Austrian income tax purposes this withholding tax has the effect of final taxation regarding the underlying income if the Austrian Income Tax Act provides for the effect of final taxation for such income. The treaties, however, do not apply to interest covered by the agreements between the European Community and the Swiss Confederation, respectively the Principality of Liechtenstein, regarding Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss, respectively Liechtenstein, paying agent to disclose to the competent Austrian authority the income, which subsequently has to be included in the income tax return.

Austrian inheritance and gift tax

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates 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 the flat rate of 25%. 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 a higher rate of 25% applying in special cases. Special provisions apply to transfers of assets to entities falling within the scope of the tax treaty between Austria and Liechtenstein.

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 Notes may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) of the Austrian Income Tax Act (see above).

9.2. EU SAVINGS DIRECTIVE

The EU Savings Directive obliges each EU Member State to provide to the tax authorities of other EU Member States details of payments of interest paid by a paying agent within its jurisdiction to an individual resident in another EU Member State, except that originally Austria, Belgium and Luxembourg

were instead authorized to impose a withholding system for a transitional period (the ending of such transitional period being dependent upon the conclusion of agreements relating to information exchange with certain other countries) unless during such period they elect otherwise. Belgium abandoned the transitional withholding system and has provided information in accordance with the EU Savings Directive since 1 January 2010. Also Luxembourg switched to the exchange of information system as of 1 January 2015. A number of other non-EU countries and territories, including Switzerland, have agreed to adopt measures similar to those contained in the EU Savings Directive (a withholding system in the case of Switzerland) with effect from the adoption of the EU Savings Directive. Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments broadens the definition of interest income and extends the scope to interest income derived by individuals via certain entities. It should be noted that in connection with a planned amendment of the EU Mutual Assistance Directive interest, dividends and other income as well as account balances and sales proceeds from financial assets will be brought within the scope of the automatic exchange of information under the EU Mutual Assistance Directive. Most likely this will at some point in time lead to a repeal of the EU Savings Directive.

10. SUBSCRIPTION AND SALE

The sale and/or distribution of the Notes 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 European Economic Area 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 Notes or their possession or the distribution of offer documents relating to the Notes permissible in a jurisdiction where special measures have to be taken for this purpose. Notes 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.

United States

The Notes have not been and will not be registered under the Securities Act. Except in certain transactions exempt from the registration requirements of the Securities Act, the Notes may not be offered, sold or delivered within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act).

The Notes will not be offered, sold or delivered within the United States or to U.S. persons.

In addition, until 40 days after the commencement of the offering of the Notes of the Tranche of which such Notes are a part, an offer or sale of the Notes within the United States may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered or sold in the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meaning given to them by the U.S. Internal Revenue Code and regulations thereunder.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948 as amended, the "**FIEA**") and will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

European Economic Area

In relation to each member state of the European Economic Area 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**") no offers of Notes 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 will take place, except that, with effect from, and including, the Relevant Implementation Date, an offer of such Notes to the public may be made in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes 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 Notes 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 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 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 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 Notes referred to in (b) to (d) above shall require the Issuer or any Dealer 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 Notes to the public**" in relation to any Notes 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (and any amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer.

RESPONSIBILITY STATEMENT OF ERSTE GROUP BANK AG

Erste Group Bank AG, with its registered office at Graben 21, A-1010 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, ●

Erste Group Bank AG

as Issuer

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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.

Acceleration Event	means an Acceleration Event in the meaning of § 4 of the Issue Specific Conditions
Acceleration Event Notice	means the Acceleration Event Notice as defined in § 2 and/or § 3 of the Issue Specific Conditions
Acceleration Event Redemption Amount	means the Acceleration Event Redemption Amount in the meaning of § 3 of the Issue Specific Conditions
Additional Amounts	means Additional Amounts as defined in § 7 of the General Conditions
Aggregate Principal Amount	means the Aggregate Principal Amount as defined in § 1 of the Issue Specific Conditions
Amount of Interest	means the Amount of Interest as defined in § 2 of the Issue Specific Conditions
Applicable Exchange Rate	means the Applicable Exchange Rate as defined in § 5 of the Issue Specific Conditions
AQR	asset quality review
AT 1	additional tier-1 capital
Audited Consolidated Financial Statements 2012	means the English translation of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2012
Audited Consolidated Financial Statements 2013	means the English translation of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2013
Austrian Banking Act	The Austrian Banking Act 1993 as amended (<i>Bankwesengesetz</i>)
Austrian IGA	means the IGA with Austria
Austrian Savings Banks Sector	The Austrian Savings Banks Sector comprises all savings banks in Austria, excluding Bank Austria
Bank Austria	means UniCredit Bank Austria AG
Bankruptcy	means Bankruptcy as defined in § 4 of the Issue Specific Conditions
BaSAG	means the Austrian Act on the Recovery and Resolution of Banks (<i>Bundesgesetz über die Sanierung und Abwicklung von Banken</i>) a

bill for which has been adopted by the Austrian government on 18 November 2014

Basel III	means the (final) international regulatory framework for credit institutions which was published in June 2011 and January 2013 by the BCBS
BCBS	Basel Committee on Banking Supervision
BCR	means Banca Comercială Română S.A.
BIRG	Austrian Banking Intervention and Restructuring Act (<i>Bankeninterventions- und restrukturierungsgesetz</i>)
Bond	means a Bond as defined in § 4 of the Issue Specific Conditions
BRRD	means Bank Recovery and Resolution Directive , ie 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
Business Day	means a Business Day as defined in § 1 of the Issue Specific Conditions
Calculation Agent	means Erste Group Bank AG pursuant to Section 6 of the General Conditions
Cash Settlement Date	means the Cash Settlement Date as defined in § 3 of the Issue Specific Conditions
CEE	Central Eastern Europe
CET 1	common equity tier 1
Česká spořitelna	means Česká spořitelna, a.s.
CHF	Swiss Francs
Clearing System	means a Clearing System as defined in § 2 of the General Conditions
Code	means the US Internal Revenue Code
Companies Register	means the Austrian Companies Register (<i>Firmenbuch</i>)
Comprehensive Assess-	means a thorough year-long examination of the resilience and positions of the 130 largest credit institutions in the euro area (including

ment	Erste Group and Slovenská sporiteľňa) as of 31 December 2013.
Conditions	means the Conditions applicable to the Notes consisting of the General Conditions and the Issue Specific Conditions
CRA Regulation	Regulation (EC) No. 1060/2009 of the European Parliament and of Council of 16 September 2009 on credit rating agencies as amended by Regulation (EU) No 513/2011 (Credit Rating Agency Regulation)
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 (Capital Requirements Directive IV).
Credit Derivatives Definitions	means the 2014 Credit Derivatives Definitions as published by ISDA.
Credit Event	means a Credit Event in the meaning of § 4 of the Issue Specific Conditions
Cross Currency Note	means a Note where the Reference Obligation is denominated in another currency as the currency of the Note
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.
Custodian	means a Custodian as defined in § 11 of the General Conditions
DC Secretary	means the DC Secretary as defined in § 2 of the Issue Specific Conditions
Day Count Fraction	means the Day Count Fraction as defined in § 2 of the Issue Specific Conditions
Dealers	means the Dealers as defined in § 3 of the Issue Specific Conditions
Default Requirement	means a Default Requirement as defined in § 4 of the Issue Specific Conditions
Determinations Committee	means a Credit Derivatives Determinations Committee established by ISDA
Determination Period	means the Determination Period as defined in § 2 of the Issue Specific Conditions
Determination Date	means the Determination Date as defined in § 2 of the Issue Specific Conditions

DGS	means the mandatory Deposit Guarantee Schemes which were introduced in the EU in 1994
DGSD	means the Directive on Deposit Guarantee Schemes, ie Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit-guarantee schemes
Die Erste	means DIE ERSTE österreichische Spar-Casse Bank Aktiengesellschaft
Domestic Currency	means the Domestic Currency as defined in § 4 of the Issue Specific Conditions
EBA	European Banking Authority
EBRD	European Bank for Reconstruction and Development
ECB	European Central Bank
EEA	European Economic Area
EFSF	European Financial Stability Facility
EIB	European Investment Bank
Erste Bank Croatia	means Erste & Steiermärkische Bank, d.d.
Erste Bank Hungary	means Erste Bank Hungary Zrt.
Erste Bank Oesterreich	means, after the de-merger of the Austrian banking business, Erste Bank der oesterreichischen Sparkassen AG
Erste Bank Serbia	means Erste Bank a.d., Novi Sad
Erste Bank Ukraine	means JSC Erste Bank
Erste Group	consists of Erste Group Bank, together with 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, Salzburger Sparkasse, Tiroler Sparkasse, s-Bausparkasse, other savings banks of the Haftungverbund, Erste Group Immorent, and others.
Erste Group Bank	means Erste Group Bank AG
Erste Stiftung	DIE ERSTE Österreichische Spar-Casse Privatstiftung
ESM	European Stability Mechanism
ESMA	European Securities and Markets Authority

EUR	Euro
Failure to Pay	means a Failure to Pay as defined in § 4 of the Issue Specific Conditions
FATCA	means sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, an agreement entered into with the U.S. Internal Revenue Service pursuant to such U.S. law, an intergovernmental agreement concluded by the United States with another country in furtherance of such U.S. law, or any non-U.S. laws in furtherance of such an intergovernmental agreement
FFI	means a foreign financial institution as defined by FATCA
FIEA	means the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948) as amended
Final Redemption Amount	means the Final Redemption Amount as defined in § 3 of the Issue Specific Conditions
Final Terms	Final Terms setting forth the applicable terms and conditions for Notes issued under this Prospectus, a form of which is included in this Prospectus
First Obligation	means a First Obligation as defined in § 3 of the Issue Specific Conditions
Fiscal Agent	means the fiscal agent pursuant to Section 5 of the Issue Specific Conditions
Fitch	Fitch Ratings Ltd with its seat in 30 North Colonnade, London E14 5GN, United Kingdom
Fixed Cap	means a Fixed Cap as defined in § 4 of the Issue Specific Conditions
FMA	The Austrian Financial Markets Authority (<i>Finanzmarktaufsichtsbehörde</i>)
FSMA	means the UK Financial Services and Markets Act 2000
FTT	Financial transaction tax, the introduction of which has been proposed by the European Commission in September 2011
Fund	means the Single Resolution Fund (SRF)
GDP	Gross domestic product
General Conditions	means the general conditions which apply to all issues and which are included in Part A of the Terms and Conditions
Global Note	means a global note in bearer form by which each Series or Tranche of

	a Series of Notes will be represented
Governmental Authority	means a Governmental Authority as defined in § 4 of the Issue Specific Conditions
Governmental Intervention	means a Governmental Intervention as defined in § 4 of the Issue Specific Conditions
Grace Period	means a Grace Period as defined in § 4 of the Issue Specific Conditions
Grace Period Business Day	means a Grace Period Business Day as defined in § 4 of the Issue Specific Conditions
Haftungsverbund	The guarantee system that was formed on the basis of a set of agreements with the majority of the Austrian savings banks
Haftungsverbund 1	means the Haftungsverbund which was formed in 2002 pursuant to the <i>Grundsatzvereinbarung</i> among the majority of the member banks in the Austrian Savings Banks Sector
Haftungsverbund 2	means the further agreements, including a (first) supplementary agreement (<i>Zusatzvereinbarung</i>), into which Erste Group Bank entered into with all members of the Savings Banks Sector (except for <i>Allgemeine Sparkasse Oberösterreich</i>) in 2007 and 2008
Haftungsverbund 3	means the further (second) agreement (<i>Zweite Zusatzvereinbarung</i>) with all members of the Savings Banks Sector (including <i>Allgemeine Sparkasse Oberösterreich</i>) into which the Erste Group Bank entered in 2013
Holder(s)	means a holder of the Notes or together the holders of the Notes as defined in § 2 of the General Conditions
ICMA	means the International Capital Markets Association
IGA	means intergovernmental agreements in the meaning of FATCA
IMF	International Monetary Fund
Interest Commencement Date	means the Interest Commencement Date as defined in § 2 of the Issue Specific Conditions
Interest Payment Date	means an Interest Payment Date as defined in § 2 of the Issue Specific Conditions
Interest Period	means an Interest Period as defined in § 2 of the Issue Specific Conditions
Interest Rate Swaps	means Interest Rate Swaps as defined in § 3 of the Issue Specific Conditions

Intermediaries	means a financial institution, broker, agent or other intermediary
IRS	means the Internal Revenue Service (IRS). The Internal Revenue Service is the revenue service of the United States federal government. The government agency is a bureau of the Department of the Treasury, and is responsible for collecting certain U.S. taxes.
ISDA	means the International Swaps and Derivatives Association, Inc.
ISDA Business Day	means an ISDA Business Day as defined in § 2 and/or § 3 of the Issue Specific Conditions
Issue Specific Conditions	means the issue specific conditions which contain all variable or optional conditions which may apply for a specific issue and which are included in Part B of the Terms and Conditions
Issuer	Erste Group Bank AG
KMG	means the Austrian Capital Markets Act (<i>Kapitalmarktgesetz</i>)
Last Credit Event Observation Date	means the Last Credit Event Observation Date as defined in § 4 of the Issue Specific Conditions
Liquidation Date	means a Liquidation Date as defined in § 3 of the Issue Specific Conditions
Liquidity Reserve	means a specified amount of the savings deposits of savings banks and other Euro deposits which the Banking Act requires savings banks to maintain with Erste Group Bank, as the central institution (<i>Zentralinstitut</i>)
Loan	means a Loan as defined in § 4 of the Issue Specific Conditions
Management Board	means the management board (<i>Vorstand</i>) of the Issuer
Margin	means the margin on the mathematical ("fair") value of the Notes which may be included in the sales price of the Notes
Markets	means the Official Market (<i>Amtlicher Handel</i>) and the Second Regulated Market (<i>Geregelter Freiverkehr</i>) of the Vienna Stock Exchange (<i>Wiener Börse AG</i>).
Maturity Date	means the Maturity Date as defined in § 3 of the Issue Specific Conditions
MiFID	means the Directive 2004/39/EC on markets in financial instruments
Moody's	Moody's Deutschland GmbH with its registered office at An der Welle 5, 60322 Frankfurt
Non-Exempt Offer	An offer of Notes other than pursuant to Article 3(2) of the Prospectus Directive

Not Domestic Currency	means a Not Domestic Currency as defined in § 4 of the Issue Specific Conditions
Not Domestic Issuance	means a Not Domestic Issuance as defined in § 4 of the Issue Specific Conditions
Not Domestic Law	means a Not Domestic Law as defined in § 4 of the Issue Specific Conditions
Not Subordinated	means Not Subordinated as defined in § 4 of the Issue Specific Conditions
Notes	means any Notes issued under this Prospectus
NPL	Non-performing loans
Obligation	means an Obligation as defined in § 4 of the Issue Specific Conditions
Obligation Acceleration	means an Obligation Acceleration as defined in § 4 of the Issue Specific Conditions
OeKB	Oesterreichische Kontrollbank Aktiengesellschaft, Am Hof 4, 1011 Vienna, Austria
offer of Notes to the public	means in relation to any Notes in any Relevant Member State the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State
Participating FFI	means a Participating FFI in the meaning of FATCA
Participating Member States	The Member States participation 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
Paying Agent	means the paying agent pursuant to Section 6 of the General Conditions
Payment Requirement	means a Payment Requirement as defined in § 4 of the Issue Specific Conditions
Permanent Global Note	means a Permanent Global Note as defined in § 1 of the General Conditions
Potential Failure to Pay	means a Potential Failure to Pay as defined in § 4 of the Issue Specific Conditions
Potential Repudia-	means a Potential Repudiation/Moratorium as defined in § 4 of the

tion/Moratorium	Issue Specific Conditions
Principal Amount per Note	means the Principal Amount per Note as defined in § 1 of the Issue Specific Conditions
Programme	The Programme of Erste Group Bank AG for the issuance of Notes which is established by this Prospectus
Prospectus	this Prospectus
Prospectus Directive	means the Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended
Prospectus Regulation	Commission Regulation (EC) No. 809/2004 dated 29 April 2004, as lastly amended by Commission Regulation (EU) No. 759/2013 dated 30 April 2013
Qualifying Affiliate Guarantee	means a Qualifying Affiliate Guarantee as defined in § 4 of the Issue Specific Conditions
Qualifying Guarantee	means a Qualifying Guarantee as defined in § 4 of the Issue Specific Conditions
Recalcitrant Holder	means a Recalcitrant Holder in the meaning of FATCA
Redemption Price	means the Redemption Price as defined in § 3 of the Issue Specific Conditions
Reference Entity	means the Reference Entity in the meaning of § 2 and/or § 3 of the Issue Specific Conditions
Reference Obligation	means the Reference Obligation in the meaning of § 3 of the Issue Specific Conditions
Reference Obligation Event	means a Reference Obligation Event in the meaning of § 4 of the Issue Specific Conditions
Reference Obligation Liquidation Proceeds	means Reference Obligation Liquidation Proceeds as defined in § 3 of the Issue Specific Conditions
Reference Obligation Nominal Amount	means the Reference Obligation Nominal Amount as defined in § 3 of the Issue Specific Conditions
Reference Obligation Scheduled Payment Deficiency	means a Reference Obligation Scheduled Payment Deficiency in the meaning of § 4 of the Issue 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 European Economic Area which has implemented the Prospectus Directive

Replacement Entitlement	means a Replacement Entitlement as defined in § 3 of the Issue Specific Conditions
Reporting FI	means a Reporting FI within the meaning of FATCA.
Repudiation/Moratorium	means a Repudiation/Moratorium as defined in § 4 of the Issue Specific Conditions
Repudiation/Moratorium Evaluation Date	means a Repudiation/Moratorium Evaluation Date as defined in § 4 of the Issue Specific Conditions
Repudiation/Moratorium-Extension Notice	means a Repudiation/Moratorium-Extension Notice as defined in § 4 of the Issue Specific Conditions
Restructuring	means Restructuring as defined in § 4 of the Issue Specific Conditions
Restructuring Obligation	means a Restructuring Obligation as defined in § 4 of the Issue Specific Conditions
ROTE	Return on Tangible Equity
RWA	means risk-weighted assets
Salzburger Sparkasse	means Salzburger Sparkasse Bank AG
SB	Supervisory board
s-Bausparkasse	Bausparkasse der österreichischen Sparkassen Aktiengesellschaft
Scheduled Last Credit Event Observation Date	means the Scheduled Last Credit Event Observation Date as defined in § 4 of the Issue Specific Conditions
Second Obligation	means a Second Obligation as defined in § 3 of the Issue Specific Conditions
Securities Act	The United States Securities Act of 1933, as amended
Selected Dealer	means a Selected Dealer as defined in § 3 of the Issue Specific Conditions
Series	means a Series of Notes
Slovenská sporiteľňa	means Slovenská sporiteľňa, a.s.
SME	small and medium enterprises
Specified Denomination	means the Specified Denomination as defined in § 1 of the Issue Specific Conditions
SRM	means the Single Resolution Mechanism for the Banking Union that was adopted by the European Parliament on 15 April 2014

SSM	means the Single Supervisory Mechanism
Standard & Poors	Standard & Poor's Credit Market Services Europe Ltd. (Niederlassung Deutschland) with its registered office at Neue Mainzer Str. 52, 60311 Frankfurt am Main in Germany
Steering Company	Haftungsverbund GmbH
Subordination	means Subordination as defined in § 4 of the Issue Specific Conditions
Subsidiary	means a Subsidiary as defined in § 10 of the General Conditions
Successor	means the Successor as defined in § 2 and/or § 3 of the Issue Specific Conditions
Successor Currency	means the Successor Currency as defined in § 5 of the Issue Specific Conditions
Supervisory Board	means the supervisory board (<i>Aufsichtsrat</i>) of the Issuer
Swap Agreement	means a Swap Agreement the Successor Currency as defined in § 3 of the Issue Specific Conditions
t	The number of calendar days during the Calculation Period
TARGET	Trans-European Automated Real-time Gross Settlement Express Transfer System 2 or its successor
Taxes	means Taxes as defined in § 7 of the General Conditions
Terms and Conditions	the terms and conditions of the Notes which are composed of the Issue Specific Conditions and the General Conditions and which are set out on pages 45 <i>et seqq</i> of this Prospectus
Tiroler Sparkasse	Tiroler Sparkasse Bankaktiengesellschaft Innsbruck
Tranche	means a Tranche of a Series of Notes
Type of Reference Entity	means the Type of Reference Entity as defined in § 2 and/or § 3 of the Issue Specific Conditions
Unaudited Interim Condensed Consolidated Financial Statements 30 September 2014	means the English translation of the unaudited interim condensed consolidated financial statements of Erste Group for the third quarter year ended 30 September 2014
Underlying Obligation	means an Underlying Obligation as defined in § 3 of the Issue Specific Conditions
Underlying Obligor	means an Underlying Obligor as defined in § 3 of the Issue Specific Conditions

Unscheduled Redemption of the Reference Obligation	means a Unscheduled Redemption of the Reference Obligation in the meaning of § 4 of the Issue Specific Conditions
USD, US dollars and US\$	means the currency of the United States of America
Value Deterioration Trigger Event	means a Value Deterioration Trigger Event in the meaning of § 4 of the Issue Specific Conditions
Vienna Stock Exchange	<i>Wiener Börse</i>
VIG	Vienna Insurance Group
2010 PD Amending Directive	Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010 amending Directives 2003/71/EC on the prospectus to be published when securities are offered to the public or admitted to trading and 2004/109/EC on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market
2014 EU-Wide Stress Test	means the 2014 EU-wide stress test that has been designed also in coordination with the ECB, which in preparation of the SSM and the individual results of which have been published on 26 October 2014

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