

12.10.2022

Final Terms

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

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

12.91% ERSTE Group HUF Zero Note 22-24 (the "Notes")

issued pursuant to the

Debt Issuance Programme

of

Erste Group Bank AG

Initial Issue Price: 100.00 per cent.

Issue Date: 28.10.2022¹

Series No.: 1789

Tranche No.: 1

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

IMPORTANT NOTICE

These Final Terms have been prepared for the purpose of Article 8 of the Regulation (EU) 2017/1129, as amended and must be read in conjunction with the base prospectus (consisting of (i) the securities note dated 21 September 2022 and its supplement(s) (if any) and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 21 June 2022, and its supplement(s) (if any)) (the "**Prospectus**") pertaining to the Debt Issuance Programme (the "**Programme**"). The Prospectus and any supplements thereto are available for viewing in electronic form on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)"). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. A summary of this issue is annexed to these Final Terms.

Warning: The Prospectus dated 21 September 2022 is expected to be valid until 20 September 2023. Thereafter the Issuer intends to publish an updated and approved Prospectus on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)") and from that point in time, the Final Terms must be read in conjunction with the new Prospectus.

PART A. - TERMS AND CONDITIONS

I. ESSENTIAL INFORMATION RELATING TO THE PRODUCT

Product (Option)

The Notes are Notes without periodic interest payments - Option IV.

II. CONDITIONS

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

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency, Denomination.* This tranche (the "**Tranche**") of notes (the "**Notes**") is being issued by Erste Group Bank AG (the "**Issuer**") in Hungarian Forint (the "**Specified Currency**") in the aggregate principal amount of up to HUF 30,000,000,000 (in words: thirty billion) in the denomination of HUF 10,000 (the "**Specified Denomination**").

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

(3) *Permanent Global Note.* The Notes are represented by a permanent global note (the "**Permanent Global Note**" or the "**Global Note**") without coupons. The Permanent Global Note shall be signed by authorised representatives of the Issuer. The Permanent Global Note shall be issued in classical global note format. Definitive Notes and coupons will not be issued.

(4) *Clearing System.* The Global Note(s) 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, 1011 Vienna, Austria ("**OeKB**") and specify other Clearing System and any successor in such capacity. The Notes shall be kept in custody by a common depository on behalf of both ICSDs.

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

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

§ 2

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.

§ 3

INTEREST

(1) *No Periodic Payments of Interest.* No periodic payments of interest will be made on the Notes.

(2) *Default Interest.* If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for redemption to, but excluding, the date of actual redemption of the Notes at the Issue Yield specified in § 5 (4). This does not affect any additional rights that might be available to the Holders.

(3) *Day Count Fraction.* "**Day Count Fraction**" means, in relation to the calculation of the Early Redemption Amount in respect of the Calculation Period as defined in § 5 (4):

the number of calendar days in the Calculation Period divided by 360, the number of calendar days to be calculated on the basis of a year of 360 calendar days with twelve 30-calendar day months (unless (1) the

last calendar day of the Calculation Period is the 31st calendar day of a month but the first calendar day of the Calculation Period is a calendar day other than the 30th or 31st calendar day of a month, in which case the month that includes that last calendar day shall not be considered to be shortened to a 30-calendar day month, or (2) the last calendar day of the Calculation Period is the last calendar day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-calendar day month).

§ 4 PAYMENTS

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

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

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.

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

"**Payment Business Day**" means a calendar day (other than a Saturday or a Sunday) (i) on which the Clearing System is open, and (ii) which is a Business Day (as defined in § 1 (6)).

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

§ 5 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 provisions set out in § 4 (3), the Notes shall be redeemed at their Final Redemption Amount on 29.04.2024 (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be the product of the Redemption Price and the Specified Denomination. The "**Redemption Price**" is 120.00 per cent.

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

(3) *No Early Redemption at the Option of a Holder.* The Holders do not have a right to demand the early redemption of the Notes.

(4) *Early Redemption Amount.*

(a) For purposes of this § 5 and § 9, the **Early Redemption Amount** of a Note shall be calculated in accordance with the following formula:

Issue Price x Specified Denomination x (1 + Issue Yield)^N,

where

"**Issue Date**" means 28.10.2022;

"**Issue Price**" means 100.00 per cent.;

"**Issue Yield**" means 12.924 per cent. and is calculated on the basis of the issue price on the Issue Date, and

"**N**" means the number of calendar days in the period from, and including, the Issue Date to, and excluding, the date on which the Notes shall become due and repayable (the "**Calculation Period**") calculated on the basis of the applicable Day Count Fraction.

§ 6 FISCAL AGENT AND PAYING AGENT

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

Fiscal Agent and Principal Paying Agent:

Erste Group Bank AG
Am Belvedere 1
1100 Vienna
Austria

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

The Fiscal Agent and the Paying Agent(s) 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 the Fiscal Agent or any Paying Agent and to appoint another Fiscal Agent or additional or other Paying Agents. The Issuer shall at all times maintain (i) a Fiscal Agent and (ii) so long as the Notes are listed on a stock exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in such place as may be required by the rules of such stock exchange or its supervisory 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 Fiscal Agent and the Paying Agents act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Terms and Conditions by the Fiscal Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agents 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 Fiscal 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 payments by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Republic of Austria or by any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

In that event, the Issuer shall pay such additional amounts (the "**Additional Amounts**") to the Holder as shall result in receipt by that Holder of such amounts as would have been received by it had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note:

- (a) to, or to a third party on behalf of, a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the Republic of Austria other than the mere holding of the Note; or
- (b) presented for payment more than 30 calendar days after the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven calendar days after that on which notice is duly given to the Holders in accordance with § 11 that, upon further presentation of the Notes being made, such payment will be made, provided that payment is in fact made upon such presentation, except to the extent that the Holder would have been entitled to such Additional Amounts on presenting the Note for payment on the thirtieth such calendar day; or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union.

(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 after 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 specified in § 5) in the event that:

- (a) default is made on the payment of principal in respect of the Notes for a period of seven calendar days from (and including) the relevant due 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 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 Fiscal Agent at its specified office by any Holder; or
- (c) insolvency (bankruptcy) proceedings or special receivership proceedings (*Geschäftsaufsichtsverfahren*) pursuant to the Austrian Banking Act (*Bankwesengesetz*) (or any other regulation applicable in the future) are commenced against assets of the Issuer, or if the Austrian Financial Market Authority (or any other authority competent for such matters in the future) institutes regulatory measures (*aufsichtsbehördliche Maßnahmen*) with the effect of a temporary moratorium or 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 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 Fiscal 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.

(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 Fiscal Agent (for onward delivery to the Issuer) and 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 MEETING OF HOLDERS,

(1) *Amendment of the Terms and Conditions.* In accordance with subsequent provisions the Holders may agree with the Issuer on amendments of these Terms and Conditions with regard to certain matters by resolution with the majority specified below. Majority resolutions of the Holders shall be binding on all Holders alike. A majority resolution of the Holders which does not provide for identical conditions for all Holders is void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

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

- (a) changes in the due date of the principal amount;
- (b) reduction of the principal amount;
- (c) subordination of the claims under the Notes during insolvency proceedings of the Issuer;
- (d) conversion or exchange of the Notes into shares, other securities or other promises of performance;
- (e) changes in the currency of the Notes;
- (f) waiver or limitation of the Holders' right of termination;
- (g) substitution of the Issuer; and
- (h) der Schuldnerersetzung; und
- (i) amendments to or cancellation of ancillary conditions of the Notes.

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

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

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

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

motions announced by a Holder before the meeting.

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

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

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

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

(11) *Chair of the Vote*. The vote will be chaired by a notary appointed by the Issuer or, if the Joint Representative has convened the vote, by the Joint Representative (the "**Chairperson**").

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

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

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

(15) *Joint Representative*.

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

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

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

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

(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.

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

**§ 14
LANGUAGE**

These Terms and Conditions are written in the English language only.

PART B - OTHER INFORMATION

ESSENTIAL INFORMATION

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

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

Reasons for the Offer and use of Proceeds

See the section entitled "2.9
Reasons for the offer and use of

proceeds from the sale of the Notes" in the Securities Note.

Estimated Net Proceeds

Not applicable

Estimated Total Expenses of the Issue

up to EUR 4,000

INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

Securities Codes

- | | | |
|-------------------------------------|-------------------------|--------------|
| <input checked="" type="checkbox"/> | ISIN | AT0000A31EV8 |
| <input checked="" type="checkbox"/> | German Security Code | EB09NP |
| <input type="checkbox"/> | Any Other Security Code | |

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

Issue Yield

12.924 per cent. per annum in case there is no early redemption.

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

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

According to Overall Planning Approval of Management Board dated 23 November 2021 and Supervisory Board dated 16 December 2021

TERMS AND CONDITIONS OF THE OFFER

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

Conditions, to which the offer is subject

Not applicable

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

up to HUF 30,000,000,000

The time period, including any possible amendments, during which the offer will be open and description of the application process

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering in the period from 14.10.2022 (the "**Start of Subscription Period**") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

If the aggregate principal amount for the Notes indicated in the Final

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

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants Not applicable

Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest) Minimum amount of application is HUF 10,000

Method and time limits for paying up the securities and for delivery of the securities Payment of the Issue Price and delivery of the securities is made on the basis of the subscription agreement to be concluded between the investor and the Issuer in relation to the purchase of the Notes.

A full description of the manner and date in which results of the offer are to be made public The results of the offer will be made public by the Issuer at the end of the subscription period, or in case of a tap issue immediately at the end of the offer, by notifying the OeKB CSD GmbH as common securities depository and the stock exchange on which the Notes are listed.

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised Not applicable

Plan of Distribution and Allotment

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

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

Pricing

An indication of the expected price at which the securities will be offered or the method of determining Issue Price of 100.00% which may be adjusted from time to time in

the price and the process for its disclosure.

accordance with the market price

Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser.

Not higher than 1.60% of the principal amount, but may be lower depending on the market development during the offer period

PLACING AND UNDERWRITING

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

Diverse Financial Service Provider in Hungary

Method of Distribution

- Non-Syndicated
 Syndicated

Subscription Agreement

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

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

Manager(s) Not applicable
 Firm Commitment
 Without Firm Commitment
Stabilising Manager None

Commissions, Concessions and Estimated Total Expenses

Management and Underwriting Commission
 Selling Concession up to 1.60 per cent. of the Aggregate Principal Amount
 Other
Total Commission and Concession
Issue charge Not applicable

LISTING, ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Listing Yes

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

Date of Admission on or around the Issue Date (as

defined above)

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

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

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

ADDITIONAL INFORMATION

Ratings

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

Selling Restrictions

TEFRA

TEFRA C

Additional Selling Restriction Not applicable.

Consent to the Use of the Prospectus

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

Further conditions for the use of the Prospectus Not applicable

Listing

These Final Terms comprise the details required to list the issue of Notes described in these Final Terms pursuant to the Programme (as from 28.10.2022).

Signed on behalf of the Issuer

By:

Duly authorised

By:

Duly authorised

Issue specific summary	
1st Section - Introduction, containing warnings	
Warnings	
<p>This summary (the "Summary") should be read as an introduction to the base prospectus consisting of separate documents dated 21 September 2022 (the "Prospectus") in relation to the Debt Issuance Programme (the "Programme") of Erste Group Bank AG (the "Issuer"). Any decision to invest in the notes (the "Notes") should be based on a consideration of the Prospectus as a whole by the investors, i.e. the securities note relating to the Programme dated 21 September 2022 as supplemented, the registration document of the Issuer dated 21 June 2022 as supplemented (the "Registration Document"), any information incorporated by reference into both of these documents, any supplements thereto and the final terms (the "Final Terms"). Investors should note that they could lose all or part of their invested capital.</p> <p>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investors might, under national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled this Summary including any translation thereof, but only where this Summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Notes.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>	
Introduction	
Name and securities identification number	12.91% ERSTE Group HUF Zero Note 22-24 ISIN: AT0000A31EV8
Issuer	Erste Group Bank AG LEI: PQOH26KWDF7CG10L6792 Contact details: Am Belvedere 1, A-1100 Vienna, Tel.: +43-50100-0
Competent authority	Austrian Financial Market Authority (Finanzmarktaufsichtsbehörde - FMA), Otto-Wagner-Platz 5, A-1090 Vienna, Tel.: (+43-1) 249 59 0
Date of approval of the Prospectus	Final Terms dated 12 October 2022 Securities note dated 21 September 2022 Registration Document dated 21 June 2022
2nd Section - Key information on the Issuer	
Who is the Issuer of the Notes?	
<p>Domicile, legal form, law of operation and country of incorporation The Issuer is registered as a joint-stock corporation (<i>Aktiengesellschaft</i>) in the Austrian companies register (<i>Firmenbuch</i>) at the Vienna commercial court (<i>Handelsgericht Wien</i>) and has the registration number FN 33209 m. The Issuer's registered office is in Vienna, Republic of Austria. It operates under Austrian law.</p>	
<p>Principal activities The Issuer and its subsidiaries and participations taken as a whole (the "Erste Group") offer their customers a broad range of services that, depending on the particular market, includes deposit and current account products, mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring.</p>	
<p>Major shareholders As of the date of the Registration Document, DIE ERSTE österreichische Spar-Casse Privatstiftung ("ERSTE Stiftung") holds together with its partners to shareholder agreements approximately 31.17% share capital of the subscribed capital of the Issuer and is with 16.50% principal shareholder. ERSTE Stiftung is holding 5.90% of the share capital directly, the indirect participation of ERSTE Stiftung amounts to 10.60% of the share capital held by Sparkassen Beteiligungs GmbH & Co KG, which is an affiliated company of ERSTE Stiftung. 1.67% of the share capital are directly held by saving banks foundations acting together with ERSTE Stiftung. 9.92% of the subscribed capital are held by ERSTE Stiftung on the basis of a shareholder agreement with CaixaBank S.A., 3.08% are held by other partners to other shareholder agreements. The free float amounts to 68.83% (of which 47.37% were held by institutional investors, 5.00% by Austrian retail investors, 4.08% by BlackRock Inc., 10.41% by unidentified international institutional and private investors, 1.16% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending) and 0.81% by Erste Group's employees) (all numbers are rounded).</p>	
<p>Identity of key managing directors The members of the Issuer's management board as of the date of the Final Terms are:</p> <ul style="list-style-type: none"> • Willibald Cernko • Ingo Bleier • Stefan Dörfler • Alexandra Habeler-Drabek • David O'Mahony • Maurizio Poletto 	

Identity of statutory auditors

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

What is the key financial information regarding the Issuer?**Income statement** (in EUR million (rounded))

	31 December 2021 audited	31 December 2020 audited	30 June 2022 unaudited	30 June 2021 unaudited
Net interest income	4,975.7	4,774.8	2,837.0	2,448.7
Net fee and commission income	2,303.7	1,976.8	1,214.9	1,099.0
Impairment result from financial instruments	-158.8	-1,294.8	26.0	-82.9
Net trading result	58.6	137.6	-532.5	43.1
Operating result	3,435.5	2,934.6	1,861.3	1,687.7
Net result attributable to owners of the parent	1,923.4	783.1	1,137.0	918.0

Balance sheet (in EUR million (rounded))

	31 December 2021 audited	31 December 2020 audited	30 June 2022 unaudited	Value as outcome from the most recent Supervisory Review and Evaluation Process (SREP)
Total assets	307,428	277,394	327,093	-
Senior debt (in issue)*	25,295	24,587	24,451	-
Subordinated debt (in issue)**	6,835	6,090	6,774	-
Loans and advances to customers	180,268	166,050	191,543	-
Deposits from customers	210,523	191,070	225,515	-
Total equity	23,513	22,410	23,886	-
Non-performing loans (based on net carrying amount / loans and receivables)	2.4%	2.7%	2.2%	-
Common Equity Tier 1 capital (CET 1) ratio	14.5%	14.2%	14.2%	10.2% (minimum requirement as of 30 June 2022)
Total Capital Ratio	19.1%	19.7%	18.5%	14.4% (minimum requirement as of 30 June 2022)
Leverage Ratio	6.5%	6.7%	6.3%	3.0% (minimum requirement pursuant to CRR applicable since 2021)

*) including covered bonds

***) including non-preferred senior notes

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

- Erste Group may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.
- Erste Group may experience severe economic disruptions, as those for instance are induced by the worldwide

corona virus (COVID-19) pandemic, which may have significant negative effects on Erste Group and its clients.

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

3rd Section - Key information about the Notes

What are the main features of the Notes?

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

The Notes are denominated in Hungarian Forint (HUF) with a principal amount per Note of HUF 10,000 (the "**Specified Denomination**") and an aggregate principal amount of up to HUF 30,000,000,000. The Notes have a fixed term which ends at the latest on 28.04.2024 (the "**Maturity Date**"), subject to any early redemption rights or repurchase and cancellation by the Issuer.

Redemption of the Notes on the Maturity Date

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

Early redemption of the Notes

Early Redemption for Regulatory Reasons

The Notes (all but not some only) may at any time be redeemed upon giving notice of redemption to the Holders (which notice shall be irrevocable) within the specified notice period at their principal amount together with accrued interest, if any, to but excluding the date fixed for redemption on the date fixed for redemption if, as a result of any change in, or amendment to, the directives, laws and regulations applicable in the European Union or the Republic of Austria or their interpretation, the Notes do no longer comply with the minimum requirements for own funds and eligible liabilities (MREL) (the "**MREL Requirement**") which are or, as the case may be, will be, applicable to the Issuer and/or the Issuer's MREL Group in accordance with (i) Article 45 of the BRRD (as defined below), as amended, and any applicable national law, as amended, implementing the BRRD; or (ii) Article 12 of the Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, as amended.

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

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

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

Early Redemption for Reasons of Taxation

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

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

No Early Redemption at the Option of a Holder

The Holders do not have a right to demand the early redemption of the Notes.

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

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

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

Meeting of Holders, Modifications and Waiver

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

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

Non-Payment and Insolvency

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

Relative seniority of the Notes

The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer. In the event of insolvency proceedings (Konkursverfahren) or the liquidation of the Issuer, the obligations of the Issuer under the Notes:

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

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

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

Where:

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

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

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

Restrictions on transferability

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

Where will the Notes be traded?

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

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

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

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

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

Risk factors relating to Preferred Senior Notes

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

Risk factors relating to tax and legal matters

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

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

- Holders are exposed to the risk of partial or total inability of the Issuer to make interest and/or redemption payments under the Notes.
- Holders assume the risk that the credit spread of the Issuer widens resulting in a decrease in the market price of

the Notes.

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

Risk factor relating to currencies

- 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.

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

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

General terms, conditions and expected timetable of the offer

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

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

The Notes will be offered in Hungary (the "**Offer State(s)**").

The issue date is 28.10.2022.

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering in the period from 14.10.2022 (the "**Start of Subscription Period**") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

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

Estimated expenses charged to the investor

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

Why is the Prospectus being produced?

Use and estimated net amount of the proceeds

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

Date of the underwriting agreement

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

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

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

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

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

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

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

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