#### Final Terms dated 25 August 2008

#### **Erste Group Bank AG**

Issue of EUR 9,200,000 Credit linked Notes 2008-2013

#### under the €30,000,000,000 Debt Issuance Programme

## **PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Prospectus dated 12 August 2008 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus . Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at http://www.erstegroup.com and during normal business hours at Börsegasse 14, 1010 Vienna and copies may be obtained from Erste Group Bank AG, Börsegasse 14, 1010 Vienna.

1	Issuer:		Erste Group Bank AG			
2	(i)	Series Number:	678			
	(ii)	Tranche Number:	1			
3	Spe	cified Currency or Currencies:	EUR			
4	Agg	regate Nominal Amount of Notes:				
	(i)	Series:	EUR 9,200,000			
	(ii)	Tranche:	EUR 9,200,000			
5	Issu	le Price:	Initially 100% of the Aggregate Nominal Amount and fixed thereafter by the Issuer according to prevailing market conditions			
6	(i)	Specified Denominations:	EUR 100,000			
	(ii)	Calculation Amount:	Specified Denomination			
7	(i)	Issue Date:	27 August 2008			
	(ii)	Interest Commencement Date:	Issue Date			
8 Maturity Date:		urity Date:	The Interest Payment Date falling on or nearest to 20 September 2013 ("Scheduled Maturity Date"), provided that upon the occurrence of a Credit Event and satisfaction of the Conditions to Settlement with respect to the Reference Entity the Notes will redeem on the Physical Settlement Date.			
9	Inte	rest Basis:	3 months EUR-EURIBOR plus 2.35 per cent Floating Rate			
			further particulars specified in 16			
			Credit-linked Interest			
			further particulars specified in 18 below			
10	Rec	lemption/Payment Basis:	Redemption at par subject to the redemption provisions			

			in case on a Credit Event below
11	Chai	nge of Interest or	Not Applicable
	Rede	emption/Payment Basis:	
12		Call Options:	Not Applicable
13	(i)	Status of the Notes:	Senior
	(ii)	Date Board approval for issuance of Notes obtained:	according to Overall Planning Approval of Management Board dated 4 December 2007 and Supervisory Board dated 12 December 2007
14	Meth	nod of distribution:	Non-syndicated
PROVIS	IONS	RELATING TO INTEREST (IF ANY)	PAYABLE
15	Fixe	d Rate Note Provisions	Not Applicable
16	Floa	ting Rate Note Provisions	Applicable
	(i)	Interest Period(s):	3 months, save for the first Interest Period which is a long period
	(ii)	Specified Interest Payment Dates:	20 March, 20 June, 20 September and 20 December, in each year subject to the provisions in 18 below;
	(iii)	First Interest Payment Date	20 December 2008 (long first Interest Period subject to interpolation between 3 and 4 months EUR-EURIBOR)
	(iv)	Business Day Convention:	Modified Following Business Day Convention
	(v)	Business Centre(s):	TARGET, London
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	ISDA Determination
	(vii)	Party responsible for calculating the Rate(s) of interest and/or Interest Amount(s) (if not the Agent):	Erste Group Bank AG
	(viii)	Screen Rate Determination:	Not Applicable
		- Reference Rate:	
		- Interest Determination Date(s):	
		- Relevant Screen Page:	
	(ix)	ISDA Determination:	Applicable
		- Floating Rate Option:	EUR-EURIBOR-Reuters
		- Designated Maturity:	3 months (long first Interest Period subject to interpolation between 3 and 4 months EUR-EURIBOR)
		- Reset Date:	First day of each Interest Period
	(x)	Margin(s):	Plus 2.35 per cent per annum
	(xi)	Minimum Rate of Interest:	Not Applicable
	(xii)	Maximum Rate of Interest:	Not Applicable
	(xiii)	Day Count Fraction:	Act/360 (adjusted)
	(xiv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those	Not Applicable

	set out in the Conditions:	
17	Zero Coupon Note Provisions	Not Applicable
18	Index-linked Interest Note/other variable-linked interest Note Provisions	
	(i) Index/Formula/Other variable:	Upon the occurrence of a Credit Event and satisfaction of the Conditions to Settlement with respect to the Reference Entity (for further details see 22) the Notes cease to bear interest from the last Specified Interest Payment Date prior to the Event Determination Date and Noteholders are not entitled to claim any interest from this date on.
	<ul> <li>(ii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent)</li> </ul>	
	<ul> <li>(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:</li> </ul>	
	(iv) Interest Determination Date(s):	See 16
	<ul> <li>(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:</li> </ul>	
	(vi) Interest or calculation period(s):	See 16
	(vii) Specified Interest Payment Dates:	See 16
	(viii) Business Day Convention:	See 16
	(ix) Business Centre(s):	See 16
	(x) Minimum Rate/Amount of Interest:	Not applicable
	(xi) Maximum Rate/Amount of Interest:	Not applicable
	(xii) Day Count Fraction:	See 16
19	Dual Currency Note Provisions	Not Applicable
PROVIS	IONS RELATING TO REDEMPTION	
20	Call Option	Not Applicable
21	Put Option	Not Applicable
22	Final Redemption Amount of each Note	
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	Final Redemption Amount will be 100% of the Specified Denomination, provided that upon the occurrence of a Credit Event and the satisfaction of the Conditions to Settlement with respect to the Reference Entity, each Note will be immediately redeemed in accordance with the Settlement Provisions set out

below.

(i) Index/Formula/other variable:	
- Reference Entity:	see Annex 2
- Reference Obligations:	see Annex 2
- All Guarantees:	Applicable
- Reference Price:	100%
- Obligations:	Obligation Category: Borrowed Money Obligation Characteristics: - None
- Conditions to Settlement:	Credit Event Notice Notifying Party: Issuer Notice of Publicly Available Information Notice of Physical Settlement: Not Applicable
- Credit Events:	Bankruptcy
	Failure to Pay - Grace Period Extension: Not Applicable - Payment Requirement: USD 1,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event
	<b>Restructuring</b> - Default Requirement: USD 10,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event.
	Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: Applicable
	- Multiple Holder Obligation: Applicable
- Credit Event Notice:	Means an irrevocable notice from the Issuer (which may at the sole discretion of the Issuer be orally by telephone, in writing, by mail or fax that describes a Credit Event that occurred at or after 12:01 a.m., Greenwich Mean Time, on the Issue Date or at or prior to 11:59 p.m., Greenwich Mean Time, on the Maturity Date.
- Event Determination Date:	The day on which the Credit Event Notice and the Notice of Publicly Available Information are effective.
- Calculation Agent City:	Vienna
- Business Day Convention for all purposes other than the Calculation and payment of Coupons:	Modified Following Business Day Convention, provided that the Effective Date and the Scheduled Termination Date both as defined in the 2003 ISDA Definitions shall not be subject to adjustment in accordance with any Business Day Convention.
- 2003 ISDA Definitions:	The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions, each as published by the

International Swaps and Derivatives Association, Inc. as of the Trade Date (together the "2003 ISDA Definitions"), are incorporated into the Final Terms for the purpose of this series. All terms applied and not specifically defined in these Final Terms or the Prospectus, are to be construed in accordance with the 2003 ISDA Definitions. The 2003 ISDA Definitions can be obtained by ISDA under www.isda.org or, if requested, are available for inspection during usual business hours at the specified offices of each of the Issuer.

(ii) Party responsible for calculating the Final Redemption Amount (if not the Agent):

(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or Underlying Equit(y)(ies) and/or Fund(s) and/or Credit Event(s) and/or other variable:

#### **Settlement Provisions:**

Erste Group Bank AG

Upon the occurrence of a Credit Event and satisfaction of the Conditions to Settlement with respect to the Reference Entity the Issuer shall instead of paying the Aggregate Nominal Amount deliver the Deliverable Obligations in accordance with the Settlement Provisions below.

Physical Settlement, unless Partial Cash Settlement applies.

In the case of a Credit Event in respect of the Reference Entity the Issuer is entitled to redeem the Notes by delivering the Deliverable Obligations (see below) with an outstanding principal amount (but excluding accrued but unpaid interest) in an aggregate amount (or in the currency equivalent of such an amount) as of the relevant Delivery Dates equal to the Physical Settlement Amount Per Note multiplied with the numbers of units of the Specified Denominations held by the relevant Noteholder.

Physical Settlement Amount Per Note means: EUR 100,000

The Delivery of the Deliverable Obligations with respect to each Noteholder has to be settled in cash if and in the amount by which its outstanding principal balance of the lowest denomination exceeds the Fractional Amount.

If and in the amount the Deliverable Obligations cannot (for whatever reason) be delivered, such Deliverable Obligations are sold by the Issuer in good faith and in a reasonable manner. The net proceeds thereof shall be paid to each Noteholder in the Settlement Currency prior or on the Delivery Date in the amount equal to the Fractional Amount.

Means with respect to each Noteholder an amount in the Settlement Currency that is calculated in accordance with the following formula:

- Fractional Amount:

(Specified Denomination x number of units of the Specified Denomination held by the Noteholder) minus the aggregate amount of the Deliverable Obligations actually delivered to the Noteholder. - Settlement Currency: EUR - Physical Settlement Period: 30 Business Days - Deliverable Obligations - Deliverable Obligations Categories: Bond or Loan - Deliverable Obligations Not Subordinated Characteristics: Specified Currency - Standard Specified Currencies Not Contingent Assignable Loan **Consent Required Loan** Transferable Maximum Maturity: 30 years Not Bearer Partial Cash Settlement due to Applicable Impossibility or Illegality: Partial Settlement of Cash Applicable Assignable Loans: Partial Cash Settlement of Applicable Participation: Details see above (iv) Determination Date(s): Details see above (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: (vi) Payment Date: Details see above (vii) Minimum Final Redemption Not Applicable Amount: (viii) Maximum Final Redemption Not Applicable Amount: 23 **Redemption of Reverse** Not Applicable **Convertible Notes (Cash-or-Share** Notes, Cash-or-Fund Notes, Cash-or-Commodity Notes, Cashor-Currency Notes, Cash-or-Future Notes) 24 Early Redemption Amount With respect to each Note, the Early Redemption Amount payable on redemption in accordance with Condition 6(b) or following an Event of Default pursuant to Condition 10 shall be an amount in EUR equal to the market value of such Note on the date of redemption,

adjusted to account fully for any losses, expenses and costs to the Issuer (or any of its affiliates) of unwinding

any underlying or related hedging and funding arrangements, all as determined by the Calculation Agent in its sole and absolute discretion.

deemed to be references to the Issue Date; "Trade Date" shall be deemed to be references to 27 August 2008. For the avoidance of doubt the following provisions (including but not limited to) are not applicable under the Note: Delivery Limitation, Buy-in of Bonds Not Delivered, Alternative Procedures Relating to Loans Not Delivered; Novation Provisions; In the event of any inconsistency between the 2003 ISDA Definitions and the Final Terms, the Final Terms

## **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

25	Form of Notes:	Notes governed by English law:
		Bearer Notes:
		Temporary Global Note exchangeable for Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note
26	New Global Note	Yes
27	Financial Centre(s) or other special provisions relating to Payment Dates:	TARGET, London
28	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
29	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	Not Applicable
30	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	Not Applicable
31	Redenomination, renominalisation and reconventioning provisions:	Not Applicable
32	Consolidation provisions:	Not Applicable
33	Other final terms:	References in the 2003 ISDA Definitions to: "Seller" shall be deemed to be references to the Noteholder; "Buyer" shall be deemed to be references to the Issuer; "Credit Derivative Transaction" shall be deemed to be references to the Notes; "Confirmation" shall be deemed to be references to the Final Terms; "Scheduled Termination Date" shall be deemed to be references to the Maturity Date; "Physical Settlement Amount" shall be deemed to be references to "Aggregate Nominal Amount"; "Effective Date" shall be

will prevail.

# DISTRIBUTION

34	(i)	lf syndicated Managers	, names	of	Not Applicable	
	(ii)	Stabilising Mana	ager(s) (if any	/):	Not Applicable	
35	If non-syndicated, name of Dealer:				Erste Group Bank AG	
36	U.S. Selling Restrictions			TEFRA D		
37	Additional selling restrictions:			Not Applicable		
38	Jurisdiction and Governing Law:			English		
39	Binding language:			English		
40	Domestic or International Notes			International		

# PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on the Vienna Stock Exchange of the Notes described herein pursuant to the €30,000,000,000 Debt Issuance Programme of Erste Group Bank AG.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Erste Group Bank AG as the Issuer.

By:

By:

Authorised Officer

Authorised Officer

## PART B - OTHER INFORMATION

## 1. LISTING

(i) Admission to trading: Application is expected to be made by the Issuer for the Notes to be admitted to trading on the Geregelter Freiverkehr on the Vienna Stock Exchange.
 (ii) Estimate of total expenses related to admission to trading: Max. €2,900

## 2. RATINGS

Ratings:

In General Notes have the following ratings: S&P: Long term: A Short term A-1

Moody's: Senior Unsecured: Aa3 ST Bank Deposit Rating: P-1 Subordinated : A1

Fitch: Long term: A Short term: F1

#### 3. NOTIFICATION

The Finanzmarktaufsichtbehörde has provided the Bundesanstalt für Finanzdienstleistungsaufsicht (Bafin - Germany), Commissione Nazionale per le Società e la Borsa (CONSOB – Italy), Malta Financial Services Authority (MFSA – Malta), Commission de surveillance du secteur financier (CSSF - Luxembourg), Hungarian Financial Supervisory Authority (PSZÁF - Hungary), Czech Securities Commission (SEC - Czech Republic), National Bank of Slovakia (NBS - Slovak Republic), Polish Securities and Exchange Commission (KPWIG - Warszawa), Securities Market Agency (Slovenia) and Romanian National Securities Commission (Romania) with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.

## 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

#### 5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i)	Reasons for the offer:	_	"Use bectus	of	Proceeds"	wording	in
(ii)	Estimated net proceeds:	Not Applicable					
(iii)	Estimated total expenses:	EUR 3,000					

#### 6. Fixed Rate Notes only - YIELD

Indication of yield:

Not Applicable

#### 7. Index-linked or Equity-linked or Fund-linked or Credit-linked or Commodity-linked or Future-linked or other variable-linked Notes only - PERFORMANCE OF INDEX/FORMULA/UNDERLYING EQUITY/FUND/CREDIT EVENT/COMMODITY/FUTURE/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

The performance as well as the volatility of these Notes depends on the credit standing and future economic development of the Reference Entity underlying these Notes. Credit curves and related data showing past economic development and credit assessment of the underlying Reference Entity may be obtained from financial information providers like Bloomberg or Reuters.

If a Credit Event (as defined in the Final Terms of these Notes) occurs the Notes will be redeemed early, the accrual of interest will cease as of the final Specified Interest Payment Date prior to the Event Determination Date and the Noteholders will receive, instead of the Nominal Amount, Deliverable Obligations of the Reference Entity with a Notional Amount equal to the Notes' Nominal Amount. In this case the market value of the Deliverable Obligations will likely be considerably lower than the outstanding nominal amount of the Notes and liquidity of these Obligations may be restricted.

# 8. *Dual Currency Notes only* - PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Not Applicable

#### 9. OPERATIONAL INFORMATION

- (i) ISIN Code: XS0384575352
- (ii) Common Code:(iii) Clearing system(s)
  - a) for International Notes:

b) for Domestic Notes:

- (iv) Delivery:
- (v) Names and addresses of initial Paying Agent(s):
- (vi) Names and addresses of additional Paying Agent(s) (if any):
- (vii) Intended to be held in a manner which would allow Eurosystem eligibility.

Euroclear Bank S.A./N.V./Clearstream Banking, Société Anonyme

Not Applicable

038457535

Delivery free of payment

The Bank of New York, One Canada Square, London E14 5AL, UK

Not Applicable

Yes

Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue, or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

## Annex 1

#### Additional Disclosures and Representations:

(i) The Issuer has not made any representation whatsoever with respect to the Reference Entity, any Reference Obligation, any Obligation, any Deliverable Obligation, any underlying Obligor or any underlying Obligation on which it is relying or is entitled to rely.

(ii) The Reference Entity is not involved in the issuance of the Notes in any way and has no obligation to consider the interests of the Noteholders in taking any corporate actions that might affect the value of the Notes. The Reference Entity may, and is entitled to, take actions that will adversely affect the value of the Notes. The purchase price paid for the Notes is paid to the Issuer and not to the Reference Entity, and the Notes do not represent a direct investment in any Obligation of the Reference Entity or otherwise give the Noteholders any rights in the debt obligations of the Reference Entity. As an owner of a Note, Noteholders will not have special voting rights or rights to receive distributions or any other rights that holders of debt obligations of the Reference Entity may have.

(iii) There is no guarantee, protection or assurance for purchasers of the Notes in respect of the credit or performance of the Reference Entity, Reference Obligation or Obligations. Neither the Issuer nor any of its affiliates makes any representation as to the future performance of the Notes either in absolute terms of relative to other investments.

(iv) The Issuer and its affiliates are not responsible for any Reference Entity's public disclosure of information.

(v) For the avoidance of doubt, breach of representations set out above does not constitute an event that would entitle Noteholders to terminate the Notes under the terms and conditions of this Note.

# Annex 2

Reference Entity	S&P/Moody's/Fitch	Reference Obligation	Reference Obligation	
Dexia Credit Local	AA / Aa1 / AA+	XS0093833282	DEXGRP 5.5 01/2009	