Mistrade Rules of Erste Group Bank AG

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Section 1

This mistrade rules apply to all OTC (over-the-counter) transactions involving financial instruments within the meaning of the Austrian Securities Supervision Act 2018 ("WAG 2018") concluded between Erste Group Bank AG (hereinafter "EGB") and the customer, in particular:

- Shares and participation certificates
- Bonds (including structured bonds) and other securitized debt instruments
- Other structured financial products
- Derivatives (options, futures, swaps, certificates)
- Investment fund shares
- Other transferable securities

The EGB and the client are entitled to a right of rescission in the event of the formation of prices that do not reflect market conditions ("**mistrade**"). Accordingly, a transaction must be rescinded if one of the parties to the transaction demands rescission from the other party within the prescribed time limit due to the existence of a mistrade.

Section 2

A mistrade occurs if the price of the transaction, due to

- an error in the technical system of either party or a third-party network operator, or
- an error in the submission of a price bid or price indication, or in the determination of the underlying price,

deviates significantly and obviously from the market-based price at the time the relevant contract was concluded.

An erroneous entry of the volume does not entitle the party to contest the transaction.

Section 3

A significant and obvious deviation from the market-based price is determined as follows:

- For individual transactions in securities quoted as a percentage, where the reference price is greater than 80 percent, if the deviation from the reference price is at least 2.5 percentage points.
- For individual transactions in securities quoted as a percentage, where the reference price is less than or equal to 80 percent, if the deviation from the reference price is at least 2 percentage points.
- For individual trades in securities quoted per unit, where the reference price is less than 1 euro, if the deviation from the reference price is at least 15 percent
- For individual trades in securities quoted per unit, where the reference price is greater than 1 euro but less than or equal to 5 euros, if the deviation from the reference price is at least 10 percent
- For individual trades in securities quoted per unit, where the reference price is greater than 5 euros, if the deviation from the reference price is at least 5 percent

Section 4

The reference price is determined according to the following criteria:

- For exchange-traded instruments: Exchange price on one or more reference markets at the time of the trade
- For over-the-counter instruments: the average of the most recent market-standard trading prices on comparable trading platforms
- For structured products: a calculated value based on recognized and market-standard mathematical valuation models, taking into account the underlying assets, volatility, remaining term, and interest rates

Section 5

The request for cancellation must be submitted within 120 trading minutes after the conclusion of the transaction to be canceled, provided that the erroneous trade results in a loss of no more than 10,000.00 euros to the party entitled to cancellation (volume of the transaction to be canceled multiplied by the difference between the erroneous trade price and the market price).

The request for cancellation must be submitted by 11:00 a. m. on the next trading day if the mistrade results in a loss of more than 10,000.00 euros to the party entitled to cancellation.

The request for cancellation must be sent by the customer to the following email address:
GroupMarketsExecution@erstegroup.com

If these deadlines could not be met due to a verifiable technical malfunction of the systems or due to force majeure, the request for cancellation must be submitted immediately after the malfunction has ceased.

A request for rescission that has been validly declared in accordance with the foregoing provisions must be substantiated in writing (including email) at the request of the respective counterparty.

The substantiation must include at least:
the name of the security, including the name and ISIN, the number and execution time of the affected trades along with the respective traded volume and prices, details regarding the determination of the market price (calculation methods and associated factors), and the circumstances which, in the opinion of the party entitled to rescission, justify the request for rescission.

Section 6

No erroneous trade exists in transactions where the number of securities traded multiplied by the difference between the traded price and the reference price is less than 500 EUR (minimum loss).

Section 7

The mistrade is rescinded by the EGB canceling the transaction: the parties are thereby to be placed in the position as if the transaction had not taken place. Any performance already rendered (delivery of securities, payment of the purchase price) must be reversed immediately.

If cancellation is no longer possible, a corresponding offsetting transaction between the contracting parties is recorded.

As an alternative to cancellation, the parties may mutually agree to a price adjustment to the reference price.

Section 8

Other rights under general civil and commercial law provisions (e. g., rights of rescission) and claims arising from investment advisory liability and pre-contractual and contractual duties to provide information and disclosure remain unaffected.

However, the assertion of any damages resulting directly from the cancellation or price adjustment in accordance with the mistrade regulations is excluded.

Section 9

These mistrade regulations also apply to erroneous transactions that have been concluded between the parties in the context of telephone trading.

Publisher of this brochure:

Erste Group Bank AG
Am Belvedere 1
A-1100 Vienna

Phone: +43(0)5 0100 - 10100
Fax: +43(0)5 0100 9 - 10100
E-Mail: contact@erstegroup.com

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