

24.04.2020

## **Final Terms**

**ERSTE Fix Kupon Express Anleihe auf Royal Dutch Shell Plc 20-24**  
**ERSTE Fix Kupon Express Bond on Royal Dutch Shell Plc 20-24 (the "Notes")**

issued pursuant to the

**Structured Notes Programme**

**of**

**Erste Group Bank AG**

Issue Price: 100.00 per cent. plus the issue charge mentioned in Part B

Issue Date: 01.06.2020

Series No.: 399

Tranche No.: 1

### **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 10 December 2019 and its supplement(s) (if any) and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 29 October 2019, and its supplement(s) (if any)) (the "**Prospectus**") pertaining to the Structured Notes 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 10 December 2019 is expected to be valid until 9 December 2020. 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

The Conditions applicable to the Notes (the "**Conditions**") are the General Conditions contained in the Securities Note and the Issue Specific Conditions set out below and a German language translation thereof.

### § 1

#### CURRENCY, PRINCIPAL AMOUNT, DENOMINATION, BUSINESS DAY AND LANGUAGE

(1) *Currency, Principal Amount and Denomination.* This tranche (the "**Tranche**") of notes (the "**Notes**") is being issued by Erste Group Bank AG (the "**Issuer**") in Euro (EUR) (the "**Specified Currency**") in the aggregate principal amount of up to EUR 50,000,000 (in words: fifty million) (the "**Aggregate Principal Amount**") in the denomination of EUR 1,000 (the "**Specified Denomination**" or the "**Principal Amount per Note**").

(2) *Business Day.* "**Business Day**" means a calendar day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 or its successor ("**TARGET**") is open.

(3) *Language.* These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be prevailing and binding. The German language translation shall be non-binding.

### § 2

#### INTEREST

(1) *Interest payments.* Interest on the Notes will be paid in an amount corresponding to the product of (x) the Principal Amount of the Notes and (y) the Interest Rate.

(2) *Interest Rate.* The "**Interest Rate**" relevant for an Interest Payment Date corresponds to 5.00 per cent..

(3) *Interest Payment Dates.* Interest shall be payable annually in arrear on 01.06. in each year (each such date, an "**Interest Payment Date**"), commencing on 01.06.2021 and ending on 01.06.2024. Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 of the Issue Specific Conditions.

(4) *Calculation of Amount of Interest.* The amount of interest payable under the Notes will not be calculated for any period of time (bullet payment) and shall be calculated by applying the Rate of Interest to the Specified Denomination and rounding the resultant figure to the nearest sub-unit of the Specified Currency, half of such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention. There will be no multiplication of such sum by a day count fraction.

### § 3

#### REDEMPTION

(1) *Early Redemption.* If the Closing Price of the Reference Asset is greater than or equal to the Early Redemption Barrier on a Valuation Date, which is not the Last Valuation Date, each Note will be redeemed by the Issuer at the Early Redemption Amount on the Early Redemption Date, subject to an adjustment pursuant to § 4 of the Issue Specific Conditions, immediately following the relevant Valuation Date.

(2) *Redemption on the Maturity Date.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed on the Maturity Date as follows:

(i) if the Closing Price of the Reference Asset on the Last Valuation Date is greater than or equal to the Final Redemption Barrier, each Note will be redeemed by the Issuer, at 100 *per cent.* of the Principal Amount per Note or

(ii) otherwise each Note will be redeemed by the Issuer by (x) delivery of the Delivery Shares and (y) if applicable payment of the Cash Amount on the Maturity Date, subject to an adjustment pursuant to § 4 or § 3 (6) of the Issue Specific Conditions.

(3) *Delivery Method.* The Delivery Shares will be delivered to the Holders or to their order by crediting them to a securities depository account with the clearing system, which is the securities depository account of the depository bank of the Holders (or a bank acting as an intermediary depository for the depository bank). Holders do not have a right to promised or paid dividends or other rights arising from the Delivery Shares, if the date on which the Delivery Share is quoted ex dividend or without the other right is prior to the date on which the Delivery Shares are credited to the Holder's securities account.

(4) *Delivery Fees.* Any expenses, in particular, depository fees, charges, notarisation fees, registration fees, transaction costs or execution fees, stamp duty, stamp duty reserve tax and/or other taxes and duties arising in connection with the delivery of the Delivery Shares, shall be borne by the relevant Holder; the Delivery Shares will only be delivered when the relevant Holder has paid all delivery costs to satisfy the Issuer.

(5) *No Registration Obligation.* Neither the Issuer nor the Paying Agent are obliged to register the relevant Holder or any other person prior to or following a delivery of the Delivery Shares as shareholder in any shareholder register of the share company or in any other register or ensure that he will be registered.

(6) *Delivery Disruption.* If, in the opinion of the Calculation Agent, delivery of the Delivery Shares cannot be made due to a Settlement Disruption Event existing on the Maturity Date, the Maturity Date shall be the next Delivery Business Day, on which no Settlement Disruption Event exists. If, following the expiry of 8 Delivery Business Days following the Maturity Date, delivery of the Delivery Shares is still not possible due to a Settlement Disruption Event, the Issuer may fulfil its obligations by paying the Disruption Cash Settlement Amount instead of delivering the Delivery Shares. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with § 11 of the General Conditions that a Settlement Disruption Event has occurred. The Holders shall not have any additional payment claims in the case of a delayed delivery due to the occurrence of a Settlement Disruption Event.

Where:

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Delivery Shares.

**"Disruption Cash Settlement Amount"** is the fair market price of the Notes on the Maturity Date, as determined at the reasonable discretion of the Issuer, adjusted to account for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps, or other securities of any type whatsoever hedging the Issuer's obligations under the Notes).

**"Delivery Business Day"** is a day on which the Delivery Shares can be delivered via the Clearing System.

#### **General Definitions:**

**"Strike Price"** is 100.00 per cent. of the Closing Price of the Reference Asset on the Strike Fixing Date.

**"Valuation Dates"** are, subject to an adjustment pursuant to § 5 of the Issue Specific Conditions, respectively 5 Business Days (as defined in § 1 (2) of the Issue Specific Conditions) prior to the following Early Redemption Date with the last Valuation Date (the **"Last Valuation Date"**), subject to an adjustment pursuant to § 5 of the Issue Specific Conditions, being on 27.05.2024.

The **"Final Redemption Barrier"** is 50.00 per cent. of the Strike Price.

**"Strike Fixing Date"** is, subject to an adjustment pursuant to § 5 of the Issue Specific Conditions, 29.05.2020 or if such day is not an Exchange Business Day (as defined in § 5 of the Issue Specific Conditions), the next Exchange Business Day.

**"Maturity Date"** is 01.06.2024, subject to an adjustment pursuant to § 4 of the Issue Specific Conditions.

The **"Early Redemption Barrier"** is 100.00 per cent. of the Strike Price.

"Early Redemption Dates" occur, subject to an adjustment pursuant to § 4 of the Issue Specific Conditions, annually in each case on 01.06. of each year commencing on 01.06.2021 and ending on 01.06.2023.

The "Early Redemption Amount" is 100 per cent. of the Principal Amount.

**Definitions specific to the Reference Asset:**

"Share" is the share listed in the below table:

Share issuer	ISIN	Type	Exchange	Screen Page
ROYAL DUTCH SHELL PLC-A SHS	GB00B03MLX29	Common Share	Amsterdam Stock Exchange (Euronext)	Reuters RDSa.AS

"Reference Asset" is the Share.

"Screen Page" means the screen page listed in the above table for the Share.

"Exchange" means the exchange mentioned in the above table for the Share or any successor exchange or successor quotation system or any substitute exchange or substitute quotation system to which trading in the respective Share has been temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

"Closing Price" of the Reference Asset is the official Closing Price of the Share on the Exchange at the Valuation Time (as defined in § 5 of the Issue Specific Conditions) on the relevant day.

"Cash Amount" is an amount, which is calculated by the Calculation Agent and is equal to the product of (i) the Residual Fraction per Note and (ii) the Closing Price of the Share on the Last Valuation Date, and is calculated by using the following formula:

$$\text{Residual Fraction} \times \text{Closing Price on the Last Valuation Date}$$

The Cash Amount is commercially rounded to the nearest two decimal places (0.005 being rounded downwards).

"Delivery Shares" are, in respect of each Note, the number (or fractions thereof) of the Shares that is calculated by the Calculation Agent and is equal to the result of dividing (i) the Principal Amount per Note by (ii) the Strike Price of the Shares (the result of the division being the "Multiplier"), and is calculated by using the following formula:

$$\frac{\text{Principal Amount per Note}}{\text{Strike Price}}$$

If the Multiplier of the Calculation Agent contains fractions of Shares (in relation to a Note, the "Residual Fraction"), a Holder will receive the number of Shares corresponding with the Multiplier, rounded down to the next lower integral number of Shares, which can be delivered by the Issuer. The Residual Fraction will be settled in money. The amount to be settled in money is equal to the Cash Amount. For clarification: Notes of the same Holder will not be aggregated for the purpose of determining the number of Delivery Shares and the number of deliverable Shares or the Cash Amount will be calculated per Note.

**§ 4**

**MANNER OF PAYMENT AND PAYMENT BUSINESS DAY**

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

(2) *Payment Business Day.* If the due date for any payment in respect of the Notes would otherwise fall on

a day which is not a Payment Business Day (as defined below), the due date for such payment shall be postponed to the next day which is a Payment Business Day.

**"Payment Business Day"** means a calendar day (other than a Saturday or a Sunday) on which (i) the Clearing System is open, and (ii) the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (**TARGET**) is open.

If the due date for a payment of interest is postponed (as described above), the Interest Amount shall not be adjusted accordingly.

If the Maturity Date is adjusted, the Holder shall not be entitled to payments in respect of such adjustment.

## § 5

### MARKET DISRUPTIONS IN RESPECT OF THE SHARES

#### (a) Market Disruptions

If the Calculation Agent determines that any Reference Date for any Share is a Disrupted Day, then the Reference Date for such Share shall be the first succeeding Scheduled Trading Day that the Calculation Agent determines is not a Disrupted Day in respect of such Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days up to and including the Reference Cut-Off Date is a Disrupted Day. In that case or if any Reference Date falls on the Reference Cut-Off Date since the original date on which it was scheduled to fall is not a Scheduled Trading Day:

- (i) that Reference Cut-Off Date shall be deemed to be the Reference Date for such Share, notwithstanding the fact that such day is a Disrupted Day or is not a Scheduled Trading Day; and
- (ii) the Calculation Agent shall determine its good faith estimate of the value for the Share as of the Valuation Time on that Reference Cut-Off Date (and such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Share Price at the Valuation Time in respect of the relevant Reference Date).

#### (b) Notification

The Calculation Agent shall give notice, as soon as practicable, to the Holders in accordance with § 11 of the General Conditions of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been a Reference Date. Any failure by the Calculation Agent to so notify the Holders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence or the consequences of such Disrupted Day.

#### (c) Definitions

**"Share"** has the meaning as defined in § 3 of the Issue Specific Conditions.

**"Share Issuer"** means the issuer of the Share.

**"Share Price"** means any price of the Share as published by the Exchange.

**"Valuation Time"** means the Scheduled Closing Time on the relevant Exchange on the relevant day in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

**"Exchange"** has the meaning as defined in § 3 of the Issue Specific Conditions.

**"Exchange Business Day"** means any Scheduled Trading Day on which the Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to such Share on any relevant Related Exchange.

**"Trading Disruption"** means any suspension of, or limitation imposed on, trading by the Exchange or any Related Exchange or otherwise, and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, (i) relating to the Share on the Exchange or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

**"Market Disruption Event"** means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one

hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

**"Reference Cut-Off Date"** means the eighth Scheduled Trading Day immediately following the Scheduled Reference Date or, if earlier, the Scheduled Trading Day falling on or immediately preceding the second Business Day immediately preceding the due date on which payment of any amount or delivery of any assets may have to be made pursuant to any calculation or determination made on such Reference Date, provided that the Reference Cut-Off Date shall not fall prior to the original date on which such Reference Date was scheduled to fall.

**"Reference Date"** means the Strike Fixing Date and each Valuation Date, or if earlier, the Reference Cut-Off Date.

**"Disrupted Day"** means any Scheduled Trading Day on which the Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**"Related Exchange"** means each exchange or quotation system (as the Calculation Agent may select) where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share or, in any such case, any transferee or successor exchange of such exchange or quotation system (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

**"Scheduled Closing Time"** means in respect of the Exchange or any Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

**"Scheduled Trading Day"** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**"Scheduled Reference Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date.

**"Early Closure"** means the closure on any Exchange Business Day of the Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

## § 6

### ADDITIONAL DISRUPTION EVENTS

If any Additional Disruption Event occurs in respect of any Share, the Issuer, acting in its reasonable discretion, may:

- (i) require the Calculation Agent to determine, in its reasonable discretion, the adjustment, if any, to be made to any one or more of the Issue Specific Conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent determines appropriate to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) repay the Notes by giving notice to Holders in accordance with § 11 of the General Conditions. If the Notes are so settled, the Issuer will pay to each Holder, in respect of each Note held by such Holder, an amount equal to the fair market price of the Note taking into account the Additional Disruption Event, adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps, or other securities of any type whatsoever hedging the Issuer's obligations under the Notes), all as determined by the Calculation Agent in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with § 11 of the General Conditions.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable, to the Holders in accordance with § 11 of the General Conditions, stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto. Any failure to give, or non-receipt of, such notice will not affect the validity of Additional Disruption Event.

**"Hedge Positions"** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives, or foreign exchange, (ii) stock loan transactions or (iii)

other arrangements (howsoever described) by the Issuer and/or any of its affiliates in order to hedge its obligations under the Notes, individually or on a portfolio basis.

**"Hedging Disruption"** means that the Issuer and/or any of its affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (ii) realize, recover, or remit the proceeds of any such transaction(s) or asset(s).

**"Increased Cost of Hedging"** means that the Issuer and/or any of its affiliates would incur a materially increased (as compared with circumstances existing on the Strike Fixing Date) amount of tax, duty, expense, or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realize, recover, or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its affiliates shall not be deemed an Increased Cost of Hedging.

**"Change in Law"** means that, on or after the Strike Fixing Date, due to (i) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines, in its reasonable discretion, that (y) it has become illegal for the Issuer and/or any of its affiliates to hold, acquire or dispose of relevant Hedge Positions including any relevant Share, or (z) the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit, or other adverse effect on its tax position).

**"Insolvency Filing"** means that a Share Issuer institutes, or has instituted against it by a court, regulator, supervisor, or any similar official with primary insolvency, rehabilitative, or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor, or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer shall not be deemed an Insolvency Filing.

**"Additional Disruption Event"** means any Change in Law, Hedging Disruption, Increased Cost of Hedging and/or Insolvency Filing.

## § 7

### ADJUSTMENTS IN RESPECT OF THE SHARES

#### (a) Potential Adjustment Events

Following the determination by the Calculation Agent that a Potential Adjustment Event has occurred in respect of any Share or following any adjustment to the settlement terms of listed options or futures contracts on any Share traded on a Related Exchange, the Calculation Agent will, in its reasonable discretion, determine whether such Potential Adjustment Event or adjustment to the settlement terms of listed options or futures contracts on the relevant Share traded on a Related Exchange has a diluting or concentrative effect on the theoretical value of such Share and, if so,

- (i) will make the corresponding adjustment, if any, to any one or more of the Issue Specific Conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent, in its reasonable discretion, determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate, or liquidity relative to the relevant Share), and
- (ii) determine the effective date of that adjustment. The Calculation Agent will generally, but need not, make the same adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Share traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with § 11 of the General Conditions stating the adjustment to the Issue Specific Conditions, and giving brief details of the Potential Adjustment Event. Any failure to give, or non-receipt of, such notice will not affect the validity of the Potential Adjustment Event.

**"Potential Adjustment Event"** means:



- (i) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders of the Shares by way of bonus, capitalization, or similar issue;
- (ii) a distribution, issue, or dividend to existing holders of the relevant Shares of (I) such Shares, or (II) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of such Shares, or (III) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (IV) any other type of securities, rights, or warrants, or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price, all as determined by the Calculation Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by a Share Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by a Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities, or otherwise;
- (vi) in respect of a Share Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments, or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

**(b) Merger Event, Tender Offer, Delisting, Nationalisation, and Insolvency**

If a Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency occurs in relation to any Share, the Issuer in its reasonable discretion, may:

- (i) on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency, or Delisting (as the case may be), require the Calculation Agent to replace the Share which is affected by such Merger Event, Tender Offer, Nationalisation, Insolvency, or Delisting, and the Substitute Share (the "**Affected Share**") by a share selected by the Calculation Agent (the "**Substitute Share**") and their issuer will be deemed "Share" and a "Share Issuer" for the purposes of the Issue Specific Conditions, respectively, and the Calculation Agent may make such adjustment, if any, to any one or more of the Issue Specific Conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent determines, in its reasonable discretion, appropriate. In this regard:
  - (a) such substitution and the relevant adjustment to the Terms and Conditions will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**"), in its reasonable discretion, and specified in the notice referred to in § 11 of the General Conditions which may, but need not, be the Merger Date or Tender Offer Date or the date of the Nationalisation, Insolvency, or Delisting (as the case may be);
  - (b) in order to be selected as a Substitute Share, each relevant share must be a share which, in the reasonable discretion of the Calculation Agent:
    - (I) is not already the Share or in the Share Basket as the case may be;
    - (II) belongs to a similar economic sector as the Affected Share;
    - (III) to the extent possible issued by a stock corporation being incorporated in the same jurisdiction or geographical area as the issuer of the Affected Share; and
    - (IV) is of comparable market capitalization, international standing, and exposure as the Affected Share; and
- (ii) require the Calculation Agent to determine, in its reasonable discretion, the appropriate adjustment, if any, to be made to any one or more of the conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent determines, in its reasonable discretion, appropriate to account for the Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency, as the case may be, and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for

changes in volatility, expected dividends, stock loan rate, or liquidity relevant to the Shares or to the Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency made by any options exchange to options on the Shares traded on that Options Exchange or

- (iii) following such adjustment to the settlement terms of options on the Shares traded on such exchange (s) or quotation system(s) as the Issuer, in its reasonable discretion, shall select (the "**Selected Exchange**"), require the Calculation Agent to make the appropriate adjustment, if any, to any one or more of the Issue Specific Conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent determines, in its reasonable discretion, appropriate, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Selected Exchange. If options on the Shares are not traded on the Selected Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the conditions, including without limitation, any variable or term relevant to the settlement or payment under the Notes as the Calculation Agent in its reasonable discretion determines appropriate, with reference to the rules and precedents (if any) set by the Selected Exchange to account for the Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency, as the case may be, that in the judgment of the Calculation Agent would have given rise to an adjustment by the Selected Exchange if such options were so traded or
- (iv) having given notice to Holders in accordance with § 11 of the General Conditions, repay all, but not some only, of the Notes , each Note being repaid by payment of an amount equal to the fair market price of a Note taking into account the Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency, as the case may be, adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps, or other securities of any type whatsoever hedging the Issuer's obligations under the Notes), all as determined by the Calculation Agent in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with § 11 of the General Conditions.

#### **(c) Notification**

Upon the occurrence of a Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency, the Issuer shall give notice as soon as practicable to the Holders, in accordance with § 11 of the General Conditions, stating the occurrence of the Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, including, in the case of Substitute Shares, the identity of the Substitute Shares, and the Substitution Date. Any failure to give, or non-receipt of, such notice will not affect the validity of the Merger Event, Tender Offer, Delisting, Nationalisation, or Insolvency.

#### **(d) Correction of Share Price**

In the event that any Share Price published on the Exchange on any date which is utilized for any calculation or determination is subsequently corrected and the correction is published by the Exchange within one Settlement Cycle after the original publication, the Calculation Agent will make any determination or determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust any relevant conditions to account for such correction, provided that, if a Correction Cut-Off Date is applicable for a relevant Share for any relevant date, corrections published after such Correction Cut-Off Date will be disregarded by the Calculation Agent for the purposes of determining or calculating any relevant amount.

#### **(e) Definitions**

**"Settlement Cycle"** means the period of Clearing System Business Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Extraordinary Dividend"** means a dividend that the Calculation Agent determines to be extraordinary in its reasonable discretion.

**"Clearing System"** means, in respect of correction of a Share Price, the principal domestic clearing system customarily used for settling trades in the relevant Shares on any relevant date.

**"Clearing System Business Day"** means, in respect of a Clearing System, any day on which such Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

**"Delisting"** means, in respect of any relevant Shares, the Exchange announcing that pursuant to the rules

of that Exchange, such Shares cease (or will cease) to be listed, traded, or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded, or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

**"Merger Event"** means any

(i) reclassification or change of such Shares that results in a transfer of, or an irrevocable commitment to transfer all such Shares outstanding to another entity or person,

(ii) consolidation, amalgamation, merger, or binding share exchange of a Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger, or binding share exchange in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding),

(iii) takeover offer, tender offer, exchange offer, solicitation, proposal, or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Issuer that results in a transfer of, or an irrevocable commitment to transfer, all such Shares (other than such Shares owned or controlled by such other entity or person), or

(iv) consolidation, amalgamation, merger, or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before the last occurring Valuation Date.

**"Merger Date"** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, or winding-up of or any analogous proceeding affecting the Share Issuer, (i) all the Shares of that Share Issuer are required to be transferred to a trustee, liquidator, or other similar official, or (ii) holders of the Shares of that Share Issuer become legally prohibited from transferring them.

**"Options Exchange"** means, the Related Exchange (if such Related Exchange trades options contracts relating to the relevant Share) or the Related Exchange selected by the Calculation Agent as the primary market for listed options contracts relating to the relevant Share.

**"Correction Cut-Off Date"** means the Business Day which is two Business Days prior to the Maturity Date.

**"Tender Offer Date"** means, in respect of a Tender Offer, the date on which voting Shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal, or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining, or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of a Share Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**"Nationalisation"** means that all the Shares or all or substantially all the assets of the Share Issuer are nationalized, expropriated, or are otherwise required to be transferred to any governmental agency, authority, entity, or instrumentality thereof.

## 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 Manager, 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

#### Reasons for the Offer and Use of Proceeds<sup>6</sup>

Not applicable

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

##### Security Codes

- ISIN AT0000A2GG74
- German Security Code EBOFV2
- Any Other Security Code

#### Information about the past and future performance of the underlying and its volatility

Detailed information about the past and future performance of the Share can be obtained from the following screen page (this information is not free of charge):

Share	Screen Page
ROYAL DUTCH SHELL PLC-A SHS	Reuters RDSa.AS

##### Issue Yield

The minimum issue yield cannot be disclosed in advance (i) as it depends on the development of one or more underlyings or (ii) as certain payments are effectuated as bullet payments.

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 2 December 2019 and Supervisory Board dated 12 December 2019

#### 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 EUR 50,000,000

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 from 28.04.2020 respectively in the

<sup>6</sup> See the section entitled "2.1.10 Reasons for the offer and use of proceeds from the sale of the Notes" in the Securities Note. If the net proceeds shall not be applied for general funding purposes of the Issuer insert those reasons. Not to be completed in case of Wholesale Notes

period from 04.05.2020 (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 EUR 1,000

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 The subscriber will be informed of the amount of securities allocated by way of booking such amount to its

before notification is made.

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 the price and the process for its disclosure.

Initial Issue Price of 100.00% which may be adjusted from time to time in accordance with the market price plus issue surcharge to the amount of up to 1.50%

Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser. Not applicable

### 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, or the placers in the various countries where the offer takes place.

Various Financial Service Providers in Austria, Slovakia, Germany

### 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 Manager

Manager Not applicable  
 Firm Commitment  
 Without Firm Commitment  
Stabilising Manager None

### Commissions, Concessions and Estimated Total Expenses

- Management and Underwriting Commission  
 Selling Concession  
 Other

Total Commission and Concession

Issue charge up to 1.50 per cent. of the Aggregate Principal Amount

### LISTINGS, ADMISSIONS TO TRADING AND DEALING ARRANGEMENTS

Listings Yes

- Frankfurt am Main  
 Regulated Market

- Open Market
- Stuttgart
- Regulated Market
- Open Market
- Vienna
- Official Market

**Date of Admissions**

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 of 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**

**Rating**

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 Restrictions 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 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 01.06.2020).

Signed on behalf of the Issuer

By:  
Duly authorised

By:  
Duly authorised



Issue specific summary	
<b>1st Section - Introduction, containing warnings</b>	
<b>Warnings</b>	
<p>This summary (the "<b>Summary</b>") should be read as an introduction to the base prospectus consisting of separate documents dated 10 December 2019 (the "<b>Prospectus</b>") in relation to the Structured Notes Programme (the "<b>Programme</b>") of Erste Group Bank AG (the "<b>Issuer</b>"). Any decision to invest in the securities (the "<b>Notes</b>" or the "<b>Securities</b>") 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 10 December 2019 as supplemented, the registration document of the Issuer dated 29 October 2019 as supplemented (the "<b>Registration Document</b>"), any information incorporated by reference into both of these documents, any supplements thereto and the final terms (the "<b>Final Terms</b>"). 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>	
<b>Introduction</b>	
<b>Name and securities identification number</b>	ERSTE Fix Kupon Express Anleihe auf Royal Dutch Shell Plc 20-24 ERSTE Fix Kupon Express Bond on Royal Dutch Shell Plc 20-24 ISIN: AT0000A2GG74
<b>Issuer</b>	Erste Group Bank AG LEI: PQOH26KWDF7CG10L6792 Contact details: Am Belvedere 1, A-1100 Vienna, Tel.: +43-50100-0
<b>Competent authority</b>	Austrian Financial Market Authority (Finanzmarktaufsichtsbehörde - FMA), Otto-Wagner-Platz 5, A-1090 Vienna, Tel.: (+43-1) 249 59 0
<b>Date of approval of the Prospectus</b>	Final Terms dated 24 April 2020 Securities note dated 10 December 2019 Registration Document dated 29 October 2019
<b>2nd Section - Key information on the Issuer</b>	
<b>Who is the Issuer of the Notes?</b>	
<b>Domicile, legal form, law of operation and country of incorporation</b>	
<p>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>	
<b>Principal activities</b>	
<p>The Issuer and its subsidiaries and participations taken as a whole (the "<b>Erste Group</b>") 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>	
<b>Major shareholders</b>	
<p>As of the date of the Registration Document, 30.36% of the shares in the Issuer were attributable to DIE ERSTE österreichische Spar-Casse Privatstiftung ("<b>ERSTE Stiftung</b>"). This comprises an 11.41% economic interest of ERSTE Stiftung (including Erste Mitarbeiterbeteiligung Privatstiftung) as well as shares attributable to ERSTE Stiftung through syndicate agreements concluded with CaixaBank, S.A., the Austrian savings banks and other parties (i.e. the Sparkassenstiftungen and Anteilsverwaltungssparkassen, and Wiener Städtische Wechselseitiger Versicherungsverein - Vermögensverwaltung - Vienna Insurance Group), which held 9.92%, 5.95% and 3.08%, respectively. The free float amounts to 69.64% (of which 46.19% were held by institutional investors, 4.00% by Austrian retail investors, 16.13% by unidentified international institutional and private investors, 2.52% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending) and 0.80% by Erste Group's employees) (all numbers are rounded).</p>	
<b>Identity of key managing directors</b>	
<p>The members of the Issuer's management board as of the date of the Final Terms are: Bernhard Spalt, Peter Bosek, Ara Abrahamyan, Ingo Bleier, Stefan Dörfler, Alexandra Habeler-Drabek, David O'Mahony</p>	
<b>Identity of statutory auditors</b>	
<p>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.</p>	

## What is the key financial information regarding the Issuer?

### Income statement (in EUR million (rounded))

	31 December 2019 audited	31 December 2018 audited	30 September 2019 unaudited	30 September 2018 unaudited
Net interest income	4,746.9	4,582.0	3,517.4	3,372.0
Net fee and commission income	2,000.1	1,908.4	1,484.3	1,430.7
Impairment result from financial instruments	-39.2	59.3	42.9	102.2
Net trading result	318.3	-1.7	419.3	-50.4
Operating result	2,972.7	2,734.6	2,233.3	1,993.9
Net result attributable to owners of the parent	1,470.1	1,793.4	1,223.0	1,228.3

### Balance sheet (in EUR million (rounded))

	31 December 2019 audited	31 December 2018 audited	30 September 2019 unaudited	Value as outcome from the most recent Supervisory Review and Evaluation Process (SREP)
Total assets	245,693	236,792	252,101	-
Senior debt (in issue)*	24,393	23,909	23,671	-
Subordinated debt (in issue)**	5,978	5,830	6,432	-
Loans and advances to customer	160,270	149,321	157,841	-
Deposits from customers	173,846	162,638	172,511	-
Total equity	20,477	18,869	20,130	-
Non-performing loans (based on net carrying amount / loans and receivables)	2.5%	3.2%	2.7%	-
Common Equity Tier 1 capital (CET 1) ratio	13.7%	13.5%	13.1%	11.2% (minimum requirement as of 31 December 2019)
Total Capital Ratio	18.5%	18.1%	17.7%	14.7% (minimum requirement as of 31 December 2019)
Leverage Ratio	6.8%	6.6%	6.5%	3.0% (minimum requirement pursuant to CRR applicable as of 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 Securities

#### What are the main features of the Securities?

##### Type, class and ISIN

The Notes are Express Notes. The Notes will be represented by a global note. Form and content of the Notes as well as all rights and obligations from matters under the Notes are determined in every respect by the laws of Austria.

ISIN: AT0000A2GG74 / WKN: EBOFV2

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

The Notes are denominated in Euro (EUR) with a principal amount per Note of EUR 1,000 (the "**Principal Amount**") and an aggregate principal amount of up to EUR 50,000,000 (the "**Aggregate Principal Amount**"). The Notes have a fixed term which ends at the latest on 01.06.2024 (the "**Maturity Date**"), subject to an ordinary early redemption of the Notes or an extraordinary termination by the Issuer.

#### Rights attached to the Securities

##### Interest payments under the Notes

The interest rate paid under the Notes is 5.00 *per cent.* per annum. The "**Interest Payment Dates**" are Annually on 01.06. in each year, starting on 01.06.2021.

##### Repayment of the Notes

###### Early Redemption

If the closing price of the underlying Reference Asset is greater than or equal to 100.00 per cent. of the Strike Price on a Valuation Date, which is not the last Valuation Date, each Note will be redeemed by the Issuer at the Early Redemption Amount on the Early Redemption Date immediately following the relevant Valuation Date.

The "**Early Redemption Amount**" equals 100 per cent. of the Principal Amount.

###### Final Redemption

If early redemption has not occurred and

(i) if the closing price of the underlying Reference Asset on the Last Valuation Date is greater than or equal to 50.00 per cent. of the Strike Price, each Note will be redeemed by the Issuer on the Maturity Date at 100 per cent. of the Principal Amount per Note or

(ii) otherwise, each Note will be redeemed by the Issuer on the Maturity Date by (x) a physical delivery of the Shares, a number calculated by dividing (i) the Principal Amount per Note by (ii) the Strike Price and (y) in case of a fraction of a Share the payment of a cash amount equal to the value of such fraction on the Last Valuation Date.

"**Strike Fixing Date**" is 29.05.2020, or if such day is not a business/trading day the next exchange business day.

"**Strike Price**" is 100.00 per cent. of the closing price of the Strike Fixing Date.

"**Valuation Dates**" are 5 business days prior to the following Early Redemption Date with the last Valuation Date (the "**Last Valuation Date**") being on 27.05.2024.

##### The Reference Asset underlying the Notes

The type of reference asset type underlying the Notes is Share

"**Reference Asset**" is the share listed in the below table:

Share issuer	ISIN	Type	Exchange	Screen Page
ROYAL DUTCH SHELL PLC-A SHS	GB00B03MLX29	Common Share	Amsterdam Stock Exchange (Euronext)	Reuters RDSa.AS

Information on the underlying Share can be obtained on the Screen Page indicated above.

##### Consequences of certain events regarding the Reference Asset

In case of certain events regarding the underlying Reference Asset (e.g. market disruptions and additional disruption events, all as set forth in the Terms and Conditions), any of the following may occur:

- certain dates which are relevant for determinations regarding the Notes may be postponed; and/or
- certain calculations and/or determinations and/or adjustments regarding the Notes may be effected by the

calculation agent and such calculations, determinations and adjustments will be binding for the Holders; and/or the Issuer may terminate the Notes for their fair market price as determined by the calculation agent.

#### **Early redemption of the Notes in case of an Event of Default or for Reasons of Taxation**

##### **Early termination by holders in case of an Event of Default**

In case of an event of default, each holder of a Note (each a "**Holder**") shall be entitled to declare its Notes due and demand immediate redemption thereof at the redemption amount(s) together with accrued interest (if any) to (but excluding) the date of repayment.

##### **Early Redemption by the Issuer for Reasons of Taxation**

The Notes will be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than 30 Business Days' nor more than 90 Business Days' prior notice of redemption, 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 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.

##### **Relative seniority of the securities**

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.

##### **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 Securities 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 "Amtlicher Handel" (Official Market) of the Wiener Börse AG (Vienna Stock Exchange) and to trading on the Stuttgart Stock Exchange (Baden-Württembergische Wertpapierbörse).

##### **What are the key risks that are specific to the Securities?**

##### **Factors relating to the risks associated to the structure and pay-off of the Notes**

- Holders bear the risk that they fully participate in the negative performance of the reference asset.
- Holders are exposed to the risk of receiving such number of Shares or ETF-shares reflecting the negative performance of the underlying index.

##### **Risk factors relating to shares or a share basket as reference asset**

- Macroeconomic and company-specific factors having a negative effect on the performance of the shares may also affect the market price and Redemption Amount of the Notes which may lead to the loss of the entire invested capital or part of it.
- Notes relating to shares do not take into account any dividends and other distributions.
- Certain events in relation to the share may result in an adjustment or early redemption of the Notes.

##### **Risk factors relating to the status of the Notes**

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

##### **Risk factors relating to conflicts of interest with regards to the Notes**

- Investors are exposed to the risk that direct or indirect actions of the Issuer have negative effects on the market price of the Notes or otherwise negatively affect the Holders and conflicts of interest may make such actions more likely.

##### **Risks related to the investment and pricing of the Notes**

- The issue price of the Notes may include a margin on the mathematical (fair) market price of the Notes. Since the Issuer will, when determining the price of the securities on the secondary market, also take into account, in particular, the subscription fee (agio), the spread between bid and ask prices as well as commission and other fees in addition to the mathematical (fair) market price of the Notes, the prices quoted by the Issuer may considerably deviate from the fair 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 such Notes.
- Holders assume the risk that the credit spread of the Issuer widens resulting in a decrease in the market price of the Notes.

##### **Risks related to the costs associated with and the market in the Notes**

- The Notes may have no liquidity or the market for such Notes may be limited and this may adversely impact their market price or the ability of the Holder to dispose of them. Holders are exposed to the risk of wrong assessment of the Notes' liquidity due to the issue size of the Notes.

#### **4th Section - Key information on the offer of securities to the public and/or the admission to trading on a regulated market**

##### **Under which conditions and timetable can I invest in this security?**

###### **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 (Daueremission, "**tap issue**").

The Notes will be offered in Austria, Slovakia, Germany (the "**Offer State(s)**").

The Issue Date is 01.06.2020.

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering from 28.04.2020 respectively in the period from 04.05.2020 (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 1.50 per cent of the Initial Issue Price at the Issue Date.

##### **Why is this 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 to generate profits.

###### **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. Such functions may allow the Issuer to calculate the value of the reference asset or (where the reference asset is a basket) to determine the composition of the reference asset, which could raise conflicts of interest where securities or other assets issued by the Issuer itself or a group company can be chosen to be part of the reference asset, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

The Issuer acts as market maker for the Notes and, in certain cases, the underlying. In the context of such market making activities, the Issuer will substantially determine the market price of the Notes and possibly that of the underlying. 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 from time to time engage in transactions involving the reference asset for its proprietary accounts and for accounts under its management. Such transactions may have a negative effect on the value of the reference asset and consequently upon the market price of the Notes. References to the reference asset shall be deemed to include any of its components of the Index, if applicable.

The Issuer may issue other derivative instruments in respect of the relevant reference asset and the introduction of such competing products into the marketplace may affect the market price of the Notes.

The Issuer may use all or some of the proceeds received from the sale of the Notes to enter into hedging transactions. The Issuer's hedging activities might affect such market price. The market price of the Notes might in particular be affected by the liquidation of all or a portion of the hedging positions at or about the time of the maturity or expiration of the Notes.

The Issuer may acquire non-public information with respect to the reference asset, and the Issuer does not undertake to disclose any such information to any holder. In addition, the Issuer may publish research reports with respect to the reference asset. Such activities could present conflicts of interest and may affect the market price of the Notes.

The Issuer and its consolidated subsidiaries might employ people with secondary occupations such as executives of management boards or supervisory boards in other companies or within Erste Group. Companies of Erste Group or such other companies might be underlyings of the Notes.