

# Erste Group Bank AG

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

## Certificates Programme

Under this programme (the "**Programme**"), Erste Group Bank AG (the "**Issuer**" or "**Erste Group Bank**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue certificates as further specified in the relevant final terms (the "**Final Terms**") on indices, ETFs, shares, baskets of shares, currency exchange rates, interest rates, commodities and future contracts available in the German or English language under Austrian law (the "**Certificates**" or the "**Securities**").

This prospectus (the "**Prospectus**") has been drawn up in accordance with Annexes XI, XII, XXI, XXII and XXX of Commission Regulation (EC) No 809/2004, as amended (the "**Prospectus Regulation**") and has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the "**FMA**") in its capacity as competent authority under the Austrian Capital Market Act (*Kapitalmarktgesetz*), as amended (the "**KMG**") for the approval of this Prospectus. **The accuracy of the information contained in this Prospectus does not fall within the scope of examination by the FMA under the KMG and the Directive 2003/71/EC, as amended (the "Prospectus Directive"). The FMA has examined this Prospectus only in respect of its completeness, coherence and comprehensibility pursuant to § 8a KMG.**

Application may be made for the Programme and/or the Certificates to be admitted to the "*Amtlicher Handel*" (Official Market) (the "**Austrian Market**") of the *Wiener Börse* (the "**Vienna Stock Exchange**"). Application may also be made to admit to trading such Certificates on the regulated and/or unregulated markets of the Stuttgart Stock Exchange (*Börse Stuttgart*) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange (together with the Austrian Market, the "**Markets**"). References in this Prospectus to Certificates being listed (and all related references) shall mean that such Certificates have been admitted to trading on one or more of the Markets. Each of the regulated Markets is a regulated market for the purposes of Directive 2014/65/EU, as amended (*Markets in Financial Instruments Directive II* – "**MiFID II**"). Unlisted Certificates may also be issued pursuant to this Programme. The relevant Final Terms in respect of the issue of any Certificates will specify whether or not such Certificates will be admitted to trading on one or more of the Markets.

The Issuer has requested the FMA to provide the competent authorities of the Czech Republic, Germany, Hungary, Romania and the Slovak Republic with a certificate of approval attesting that this Prospectus has been drawn up in accordance with Article 5(4) of the Prospectus Directive and the KMG (regarding each host Member State a "**Notification**"). The Issuer may from time to time request the FMA to provide to competent authorities of Member States of the European Economic Area ("**EEA**") further notifications concerning the approval of this Prospectus.

Each tranche (a "**Tranche**") of Certificates will be represented by a permanent global note in bearer form (each a "**Global Note**"). Global Notes may (or in the case of Certificates listed on the Vienna Stock Exchange will) be deposited on the issue date with a common depository with or on behalf of OeKB CSD GmbH ("**OeKB CSD**") and/or the Issuer and/or any other agreed depository for any other clearing system, if any, all as specified in the Final Terms.

Prospective investors should have regard to the factors described under the section headed "*2. Risk Factors*" in this Prospectus. This Prospectus does not describe all of the risks of an investment in the Certificates, but the Issuer believes that all material risks relating to an investment in the Certificates have been described.

Prospectus dated 2 November 2018



*This Prospectus comprises a base prospectus for the purposes of Article 5(4) of the Prospectus Directive and the KMG, and for the purpose of giving information with regard to the Issuer and its subsidiaries and affiliates taken as a whole (the "Erste Group") and the Certificates which, according to the particular nature of the Issuer and the Certificates, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.*

*This document is a base prospectus relating to non-equity securities according to Article 22(6)(4) of the Prospectus Regulation. The competent authority for the approval of the Prospectus pursuant to § 8a KMG that implements the Prospectus Directive into Austrian law is the FMA. In respect of each individual series of Certificates Final Terms will be filed with the FMA. Any decision to purchase the Certificates should be made on a consideration of the Prospectus as a whole including the respective Final Terms.*

*This Prospectus is to be read in conjunction with any supplement hereto and all documents which are incorporated herein by reference (see "Documents Incorporated by Reference" below). Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall, except as so modified or superseded, not constitute a part of this Prospectus. Full information on the Issuer and any Tranches of Certificates is only available on the basis of the combination of this Prospectus, as supplemented, and the relevant Final Terms.*

*No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or Erste Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or Erste Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Any material new circumstances or any material incorrectness or inaccuracy as to the statements contained in this Prospectus that could influence the assessment of the Certificates issued under the Programme and that occur or are determined between the approval of the Prospectus by the FMA and the final end of the public offer, or if later, the time when trading of Certificates under the Programme on a regulated market begins will be included and published in a supplement to this Prospectus in accordance with the KMG.*

*The distribution of this Prospectus and the offering or sale of the Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restriction. The Certificates have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and may include Certificates in bearer form that are subject to U.S. tax law requirements. The Certificates may not be offered, sold or delivered within the United States or to U.S. persons except in certain transactions permitted by U.S. tax regulations and the Securities Act. For a description of certain restrictions on offers and sales of Certificates and on distribution of this Prospectus, see "10. Subscription and Sale".*

*This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer to subscribe for, or purchase, any Certificates.*

*Neither this Prospectus nor any financial statements supplied in connection with the Programme or any Certificates are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer that any recipient of this Prospectus or any financial statements should purchase the Certificates. Each potential purchaser of Certificates should determine for itself the relevance of the information contained in this Prospectus or any financial statements and its purchase of Certificates should be based upon any such investigation as it deems necessary.*

This Prospectus has been prepared on the basis that any offer of Certificates in any Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will only be made pursuant to the rules for public offers under the Prospectus Directive, as implemented in that Relevant Member State, or according to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Certificates. Accordingly any person making or intending to make an offer in that Relevant Member State of Certificates which are the subject of an offering contemplated in this Prospectus as completed by the Final Terms in relation to the offer of those Certificates may only do so: (i) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by the Final Terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or the Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of such offer; or (ii) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Except to the extent sub-paragraph (i) above may apply, the Issuer has not authorised, and will not authorise, the making of any offer of Certificates in circumstances in which an obligation arises for the Issuer to publish or supplement a prospectus for such offer.

#### ***Benchmark Regulation Statement in relation to Administrator's Registration***

Amounts payable under the Certificates may be calculated by reference to a specific benchmark which is provided by an administrator.

As at the date of this Prospectus, the specific benchmark(s) are not yet determined. The Final Terms may set out the name of the specific benchmark(s) and the relevant administrator. In such a case they will further specify if the relevant administrator appears or does not appear on the register of administrators and benchmarks (the "**Register**") established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Regulation (EU) 2016/1011 (the "**Benchmark Regulation**").

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## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following parts of the following documents which are incorporated by reference into this Prospectus and which have been filed with the FMA:

Document/Heading	Page reference in the relevant financial report
<p><b>German language version of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2017 – Annual Report 2017 (Geschäftsbericht 2017) (the "Audited Consolidated Financial Statements 2017")<sup>1</sup></b></p>	
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<p><b>German language version of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016 – Annual Report 2016 (Geschäftsbericht 2016) (the "Audited Consolidated Financial Statements 2016")<sup>1</sup></b></p>	
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<sup>1</sup> The officially signed German language versions of the Issuer's Audited Consolidated Financial Statements 2017 and 2016 are solely legally binding and definitive.

For the purposes of this Prospectus the defined term "Audited Consolidated Financial Statements 2017" shall also include the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2017.

*(Konzerngeldflussrechnung)*

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**English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016** – Annual Report 2016<sup>2</sup>

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**English language translation of the Unaudited Interim Condensed Consolidated Financial Statements of the Issuer for the first half year ended 30 June 2018** – Interim Report First Half Year 2018 (the "Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018")

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<sup>2</sup> The English language translations of the Audited Consolidated Financial Statements of the Issuer for the financial years ended 31 December 2016 and 31 December 2017 are not legally binding and are incorporated into this Prospectus by reference for convenience purposes only.



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For the avoidance of doubt, such parts of the Audited Consolidated Financial Statements 2017 and 2016 respectively as well as of the Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018 which are not explicitly listed in the tables above, are not incorporated by reference into this Prospectus as these parts are either not relevant for the investor or covered elsewhere in this Prospectus.

Any information not listed above but included in the above documents incorporated by reference is given for information purposes only.

Such parts of the documents which are explicitly listed above shall be deemed to be incorporated in, and form part of this Prospectus, save that any statement contained in such a document shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in this Prospectus modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Furthermore, this Prospectus should be read and construed in conjunction with each set of Final Terms relating to any Certificates that are offered under the Programme at the time of this Prospectus which has been previously filed with the FMA. The following sections of the following prospectuses relating to the Programme, which have been previously published, are incorporated by reference into this Prospectus:

<b>Prospectus/Section</b>	<b>Page reference in the relevant prospectus</b>
<b>The prospectus dated 3 November 2017</b>	
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#### **The prospectus dated 7 November 2014**

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#### **The prospectus dated 16 July 2014**

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For the avoidance of doubt, such parts of the above listed previously published prospectuses relating to the Programme which are not explicitly listed in the tables above, are not incorporated by reference into this Prospectus as these parts are either not relevant for the investor or covered elsewhere in this Prospectus. Any information not listed above but included in the prospectuses incorporated by reference is given for information purposes only.

Under this Prospectus, the Issuer may also publicly offer certificates which have been issued under the prospectus dated 3 November 2017, the prospectus dated 4 November 2016, the prospectus dated 5 November 2015, the prospectus dated 7 November 2014, the prospectus dated 16 July 2014 and the prospectus dated 16 July 2013. Such certificates may include all certificates: (a) for which either (i) the first day of the subscription period; or (ii) the issue date is after 16 July 2013; and (b) which have not already been redeemed or cancelled or otherwise repaid by the Issuer.

## **DOCUMENTS AVAILABLE FOR INSPECTION**

Electronic versions of the following documents will be available on the website of the Issuer under "www.erstegroup.com" (see also the links set out below in brackets):

- (i) the Audited Consolidated Financial Statements 2017 incorporated by reference into this Prospectus  
("https://www.erstegroup.com/content/dam/at/eh/www\_erstegroup\_com/de/ir/2017/Berichte/GB2017\_Jahresfinanzbericht\_de.pdf");
- (ii) the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2017 incorporated by reference into this Prospectus  
("https://www.erstegroup.com/content/dam/at/eh/www\_erstegroup\_com/en/Investor%20Relations/2017/Reports/AR2017\_Annual\_Financial\_Report\_en.pdf");

- (iii) the Audited Consolidated Financial Statements 2016 incorporated by reference into this Prospectus  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/ir/2016/Berichte/GB2016\\_Jahresfinanzbericht\\_de.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/ir/2016/Berichte/GB2016_Jahresfinanzbericht_de.pdf)");
- (iv) the English language translation of the Audited Consolidated Financial Statements of the Issuer for the financial year ended 31 December 2016 incorporated by reference into this Prospectus  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/en/Investor%20Relations/2016/Reports/AR2016\\_Annual\\_Financial\\_Report\\_en.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/en/Investor%20Relations/2016/Reports/AR2016_Annual_Financial_Report_en.pdf)");
- (v) the Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018 incorporated by reference into this Prospectus  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/en/Investor%20Relations/2018/Reports/IR\\_Interim\\_Report\\_EG\\_H118en.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/en/Investor%20Relations/2018/Reports/IR_Interim_Report_EG_H118en.pdf)");
- (vi) the prospectus dated 3 November 2017  
 ([https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20171103/20171103-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20171103/20171103-CertificatesProgramme.pdf));
- (vii) the prospectus dated 4 November 2016  
 ([https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20161104/20161104-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20161104/20161104-CertificatesProgramme.pdf));
- (viii) the prospectus dated 5 November 2015  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20151105/20151106-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20151105/20151106-CertificatesProgramme.pdf)");
- (ix) the prospectus dated 7 November 2014  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20141107/20141107-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20141107/20141107-CertificatesProgramme.pdf)");
- (x) the prospectus dated 16 July 2014  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20140716/20140716-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20140716/20140716-CertificatesProgramme.pdf)");
- (xi) the prospectus dated 16 July 2013  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20130716/Certificates-Programme-2013.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20130716/Certificates-Programme-2013.pdf)");
- (xii) each set of Final Terms for Certificates that are publicly offered or admitted to trading on a regulated Market  
 ("[www .erstegroup.com/Optionsscheine-Zertifikate](http://www.erstegroup.com/Optionsscheine-Zertifikate)");
- (xiii) a copy of this Prospectus together with any supplement to this Prospectus or further Prospectus  
 ("[https://www.erstegroup.com/content/dam/at/eh/www\\_erstegroup\\_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20181102/20181102-CertificatesProgramme.pdf](https://www.erstegroup.com/content/dam/at/eh/www_erstegroup_com/de/Erste%20Group%20Emissionen/prospekte/os-zertifikate-ab-2006/cp-20181102/20181102-CertificatesProgramme.pdf)")  
 ("[www .erstegroup.com/Optionsscheine-Zertifikate](http://www.erstegroup.com/Optionsscheine-Zertifikate)"); and
- (xiv) the articles of association of the Issuer

("www .erstegroup.com/en/about-us").

The document mentioned above under item (xiv) will also be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at the registered office of the Issuer (Erste Group Bank AG, Am Belvedere 1, A-1100, Vienna, Austria).

## **SUPPLEMENT TO THIS PROSPECTUS**

The Issuer is obliged by the provisions of the Prospectus Directive and the KMG, that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Prospectus which is capable of affecting the assessment of any Certificates and which arises or is noted between the time when this Prospectus is approved and the final closing of an offer of such Certificates to the public or, as the case may be, the time when trading on a regulated market begins, whichever occurs later, the Issuer shall prepare a supplement to this Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of the Certificates and shall supply to the FMA and the stock exchange operating the Markets such number of copies of such supplement or replacement hereto as relevant applicable legislation require.

## **SOURCES OF INFORMATION**

Unless otherwise stated, statistical and other data provided in this Prospectus has been extracted from the Audited Consolidated Financial Statements 2017 and the English language translation of the annual report thereon as well as the Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## **SIGNIFICANT CHANGES AND MATERIAL ADVERSE CHANGES**

Except as disclosed under "*5.5 Recent Developments*" starting on page 241 of this Prospectus, there has been no significant change in the financial position of Erste Group since 30 June 2018 and no material adverse change in the prospects of the Issuer since 31 December 2017.

## **CONSENT TO USE PROSPECTUS**

The Issuer consents that: (i) all credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Certificates and (ii) each further financial intermediary who has been disclosed on the website of the Issuer under "www .erstegroup.com" as an intermediary who is given the Issuer's consent to the use of this Prospectus for the reselling or final placing of Certificates (if any) (together, the "**Financial Intermediaries**") are entitled to use this Prospectus in Austria the Czech Republic, Germany, Hungary, Romania, the Slovak Republic and such other Member State of the EEA whose competent authorities have been notified of the approval of this Prospectus for the subsequent resale or final placement of Certificates to be issued under the Programme during the relevant offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant instruments can be made, provided however, that the Prospectus is still valid in accordance with § 6a KMG which implements the Prospectus Directive.

The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the Certificates by Financial Intermediaries.

The consent by the Issuer to the use of this Prospectus for subsequent resale or final placement of the Certificates by Financial Intermediaries has been given under the condition that: (i) potential investors will be provided with this Prospectus, any supplement hereto and the relevant Final Terms; and (ii) each of the Financial Intermediaries ensures that it will use this Prospectus, any supplement hereto and the relevant Final Terms in accordance with all applicable selling restrictions specified in this Prospectus and any applicable laws and regulations in the relevant jurisdiction.

In the relevant Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of this Prospectus. The Issuer reserves the right to withdraw its consent to use this Prospectus at any time. Such withdrawal shall be published on the website of the Issuer under "www.erstegroup.com".

**In the event of an offer being made by a Financial Intermediary the Financial Intermediary shall provide information to investors on the terms and conditions of the offer at the time the offer is made.**

**Any Financial Intermediary using this Prospectus shall state on its website that it uses this Prospectus in accordance with this consent and the conditions attached to this consent.**

## **FORWARD-LOOKING STATEMENTS**

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements can be identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "2. Risk Factors" and "5. Erste Group Bank AG". These sections include more detailed descriptions of factors that might have an impact on the Issuer's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur.

## **RESPONSIBILITY STATEMENT**

The Issuer, with its registered office at Am Belvedere 1, A-1100 Vienna, Austria, is responsible for the information given in this Prospectus.

The Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of the knowledge of the Issuer, in accordance with the facts and contains no omission likely to affect its import.

# 1. SUMMARY

*This summary (the "**Summary**") is made up of disclosure requirements known as elements (the "**Elements**"). These Elements are numbered in sections A – E (A.1 – E.7).*

*This Summary contains all the Elements required to be included in a summary for this type of securities and the Issuer. As some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.*

*Even though an Element may be required to be inserted in this Summary because of the type of securities and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in this Summary with the specification of "Not applicable".*

*[This Summary contains options, characterised by square brackets or typesetting in italics (other than the respective translations of specific legal terms), and placeholders regarding the Certificates to be issued under the Programme. The summary of the individual issue of Certificates will include the options relevant to this issue of Certificates as determined by the applicable Final Terms and will contain the information, which had been left blank, as completed by the applicable Final Terms.]*

***[In the case of multi issuances, i.e. if more than one Series of Certificates is contained in the issue specific summary, insert:** Some Elements might not be uniform with regard to all individual Series of Certificates described herein. In this case the respective information relating to the individual Series of Certificates or a specific Underlying will be specified by mentioning the relevant ISIN of the Series or another unique identification feature in connection with the relevant information.]*

## A. INTRODUCTION AND WARNINGS

**A.1** Warning: This summary (the "**Summary**") should be read as an introduction to the prospectus (the "**Prospectus**") of the Certificates Programme (the "**Programme**").

Any decision by an investor to invest in Certificates issued under the Prospectus (the "**Certificates**") should be based on consideration of the Prospectus as a whole by the investor.

Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Economic Area, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Civil liability attaches only to Erste Group Bank AG ("**Erste Group Bank**"), Am Belvedere 1, A-1100 Vienna, Austria (in its capacity as issuer under the Programme, the "**Issuer**") who tabled this Summary including any translation thereof, but only if this Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus, or 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 Certificates.

**A.2** Consent by the Issuer or person responsible for The Issuer consents that: (i) all credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Certificates; and

drawing up the Prospectus to the use of the Prospectus for subsequent resale or final placement of securities by financial intermediaries and indication of the offer period within which subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use the Prospectus is given:

(ii) each further financial intermediary that is disclosed on the website of the Issuer under "www.erstegroup.com" as an intermediary that is given the Issuer's consent to the use of the Prospectus for the reselling or final placing of the Certificates (together, the "**Financial Intermediaries**") are entitled to use the Prospectus during the relevant offer period as indicated in the Final Terms during which subsequent resale or final placement of the Certificates issued under the Prospectus can be made, provided however, that the Prospectus is still valid in accordance with § 6a of the KMG which implements the Prospectus Directive.

Any other clear and objective conditions attached to the consent which are relevant for the use of the Prospectus:

The consent by the Issuer to the use of this Prospectus for subsequent resale or final placement of the Certificates by Financial Intermediaries has been given under the condition that: (i) potential investors will be provided with this Prospectus, any supplement hereto and the relevant Final Terms; and (ii) each of the Financial Intermediaries ensures that it will use this Prospectus, any supplement hereto and the relevant Final Terms in accordance with all applicable selling restrictions specified in this Prospectus and any applicable laws and regulations in the relevant jurisdiction.

In the Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of the Prospectus. The Issuer reserves the right to withdraw its consent to use the Prospectus at any time. Such withdrawal shall be published on the website of the Issuer under "www.erstegroup.com".

Notice in bold informing investors that, in the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made:

**In the event of an offer being made by a Financial Intermediary the Financial Intermediary shall provide information to investors on the terms and conditions of the offer at the time the offer is made.**

## **B. THE ISSUER**

**B.1** The legal and commercial name of

The legal name of the Issuer is "Erste Group Bank AG", its commercial name is "Erste Group". "**Erste Group**" also refers

- the Issuer: to Erste Group Bank and its consolidated subsidiaries.
- B.2** The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country or incorporation: Erste Group Bank is a stock corporation (*Aktiengesellschaft*) organised and operating under Austrian law, registered with the companies register (*Firmenbuch*) at the Vienna commercial court (*Handelsgericht Wien*) under the registration number FN 33209 m. Erste Group Bank's registered office is in Vienna, Republic of Austria. It has its business address at Am Belvedere 1, A-1100 Vienna, Austria.
- B.4b** Any known trends affecting the Issuer and the industries in which it operates: The past global financial crisis has led to an increase in regulatory activities at national and international levels to adopt new and more strictly enforce existing regulation for the financial industry in which the Issuer operates. Regulatory changes or enforcement initiatives could further affect the financial industry. New governmental or regulatory requirements and changes in levels of adequate capitalisation, liquidity and leverage could lead to increased capital and liquidity requirements or standards. Governmental and central bank action in response to the financial crisis could significantly affect competition and may affect investors of financial institutions.
- B.5** If the Issuer is part of a group, a description of the group and the Issuer's position within the group: "Erste Group" consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in the Slovak Republic, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia and, in Austria, savings banks of the Haftungsverbund, s-Bausparkasse, Erste Group Immorent GmbH, and others. Erste Group Bank operates as the parent company of Erste Group and is the lead bank in the Austrian Savings Banks Sector.
- B.9** Where a profit forecast or estimate is made, state the figure: Not applicable; no profit forecast or estimate has been made.
- B.10** A description of the nature of any qualifications in the audit report on the historical financial information: Not applicable; there are no qualifications.



**B.12** Selected historical key financial information:

in millions of Euro (rounded)	31 December 2017 audited	31 December 2016 audited
Total liabilities and equity	220,659	208,227
Total equity	18,288	16,602
Net interest income	4,353	4,375
Pre-tax result from continuing operations	2,078	1,950
Net result for the period	1,668	1,537
Net result attributable to owners of the parent	1,316	1,265

Source: Audited Consolidated Financial Statements 2017

in millions of Euro (rounded)	30 June 2018 unaudited	31 December 2017 audited*)
Total liabilities and equity	229,878	220,659
Total equity	17,708	18,288

in millions of Euro (rounded)	30 June 2018 unaudited	30 June 2017 unaudited*)
Net interest income	2,213.8	2,143.0
Pre-tax result from continuing operations	1,174.7	1,017.6
Net result for the period	939.8	793.8
Net result attributable to owners of the parent	774.3	624.7

Source: Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018 with comparative financial information for the first half year ended 30 June 2017 and the year ended 31 December 2017, respectively

\*) Since 1 January 2018 Erste Group applies the IFRS 9 "Financial Instruments". The comparative figures for 2017 were not adjusted and are based on the assessment requirements of IAS 39 (as replaced by IFRS 9).

Statement with regard to no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements or a description of any material adverse change:

There has been no material adverse change in the prospects of the Issuer since 31 December 2017.

Description of significant changes in the financial or trading position subsequent to the

Not applicable. There has been no significant change in the financial position of the Issuer since 30 June 2018.

period covered by the historical financial information:

- B.13** Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency: Not applicable; there are no recent events particular to the Issuer that are to a material extent relevant to the evaluation of the Issuer's solvency.
- B.14** If the Issuer is part of a group, any dependency upon other entities within the group: The Issuer is the parent company of Erste Group and thus dependent on the business results of the operations of all of its affiliates, subsidiaries and group companies.
- B.15** A description of the Issuer's principal activities: Erste Group provides a full range of banking and financial services, including 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.
- B.16** To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control: As of the date of this Prospectus, 29.9% of the shares in Erste Group Bank were attributable to DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**"). This comprises an 11.3% economic interest of Erste Stiftung 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 9.9%, 5.6% and 3.1%, respectively. The free float amounts to 70.1% (of which 43.7% were held by institutional investors, 5.0% by Austrian retail investors, 9.3% by unidentified international institutional and private investors, 3.2% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending), 4.2% by BlackRock Inc., 4.0% by T. Rowe Price Group Inc. and 0.7% by Erste Group's employees as well as by Erste Employees Private Foundation) (all numbers are rounded).

## C. SECURITIES

- C.1** Description of the type and the class of the securities being offered and/or admitted to trading, including any security identification number: **Type of Certificates**  
The Certificates are [Bonus][Capped Bonus][Discount][Open End Participation][Open End Index][Reverse Bonus][Capped Reverse Bonus][Participation][Index][Twin Win][Capped Twin Win] [Factor] Certificates.  
**Form of Certificates**  
[Each Series of the] [The] Certificates will be represented by a global note.  
**Security identification number**

ISIN(s): [●]

- C.2** Currency of the securities issue: The specified Currency of the Certificates is [●]
- C.5** Description of any restrictions on the free transferability of the securities: Each Certificate [of a series of Certificates] is transferable in a number equal to the Minimum Trading Number as specified in the Final Terms or an integral multiple thereof and in accordance with the laws applying in each case and, where relevant, the respective applicable regulations and procedures of the securities depository in whose records the transfer is registered.
- C.8** Description of the rights attached to the securities including ranking and limitation to those rights:
- Rights attached to the Securities**
- Each Certificate provides its respective holders, a claim for payment of a cash amount, as described in detail under C.15.
- Status of the Securities**
- [Each Series of the] [The] Certificates will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer.
- Rank**
- The Certificates are ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.
- Limitations to the Rights**
- The Issuer is entitled to terminate the Certificates and to adjust the Terms and Conditions under the conditions set out in the Terms and Conditions.
- Governing law**
- Form and content of the Securities as well as all rights and obligations from matters under the Certificates are determined in every respect by the laws of Austria.
- Place of jurisdiction**
- To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Security Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.
- C.11** Indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets [Application has been made to list [each Series of] the Certificates on the [[regulated] [●] market of the Vienna Stock Exchange][,] [and] [[[un]regulated] [●] market of the Stuttgart Stock Exchange (EUWAX)][,] [and] [[[un]regulated] [●] market of the Budapest Stock Exchange][,] [and] [[[un]regulated] [●] market of the Bucharest Stock Exchange][,] [and] [[[un]regulated] [●] market of the Prague Stock Exchange]. Reference to regulated and/or unregulated market is solely for the purposes of Directive 2014/65/EU.]
- [Not applicable. The Issuer has made no application for the Certificates to be listed or admitted to trading on any

with indication of regulated or unregulated market.]  
the markets in  
question:

**C.15** A description of **[Description of [Bonus][Capped Bonus] Certificates**  
how the value of In the case of these Certificates, on the Repayment Date  
the investment is Security Holders receive a Cash Amount, converted into the  
affected by the Settlement Currency, as the case may be, the amount of  
value of the which depends on the performance of the Underlying.  
underlying  
instrument(s), (i) If no Barrier Event occurs, the Cash Amount equals the  
unless the Reference Price taking into account the Multiplier, and the  
securities have a Cash Amount is at least equal to the Bonus Amount[ and  
denomination of at does not exceed the Maximum Amount].  
least EUR 100,000. (ii) If a Barrier Event has occurred, the Cash Amount is no  
longer at least equal to the Bonus Amount, but is always  
equal to the Reference Price (taking into account the  
Multiplier) (1:1 participation in the performance of the  
Underlying)[ and does not exceed the Maximum Amount].

A Barrier Event occurs if the [Observation Price reaches or  
falls below the Barrier at any time during the Observation  
Period] [Reference Price reaches or falls below the Barrier on  
the Final Valuation Date].

The Security Holders do not have any claim to or arising out  
of the Underlying (e.g. voting rights, dividends).]

#### **[Description of Discount Certificates**

In the case of these Certificates, Security Holders participate  
in the performance of the Underlying throughout the term.  
The Initial Issue Price or the current price of the Certificate is  
below the current market price of the Underlying (Discount)  
taking into account the Multiplier.

On the Repayment Date the Security Holders receive a Cash  
Amount, converted into the Settlement Currency, as the case  
may be, the amount of which is dependent on the Reference  
Price.

(i) If the Reference Price is at the level of or above the Cap,  
the Cash Amount equals the Maximum Amount.

(ii) If the Reference Price is below the Cap, Security Holders  
receive a Cash Amount which equals the Reference Price  
taking into account the Multiplier.

The Security Holders do not have any claim to or arising out  
of the Underlying (e.g. voting rights, dividends).]

#### **[Description of Open End [Participation][Index] Certificates**

Open End [Participation][Index] Certificates do not have a  
specified limited term. The term of the Certificates ends either  
(i) on the exercise of the Certificates by the Security Holders  
or (ii) on ordinary termination by the Issuer or (iii) on  
extraordinary termination by the Issuer.

The Cash Amount, converted into the Settlement Currency,  
as the case may be, equals the Reference Price multiplied by  
the [(current)] Multiplier [and the Management Factor].]

### **[Description of [Reverse Bonus][Capped Reverse Bonus] Certificates**

In the case of these Certificates, Security Holders receive a Cash Amount on the Repayment Date, converted into the Settlement Currency, as the case may be, the amount of which depends on the performance of the Underlying. A particular feature is that the participation of the Security Holders is inverse to the performance of the Underlying.

(i) If no Barrier Event has occurred, the Cash Amount equals the Reverse Level minus the Reference Price, taking into account the Multiplier, and is at least equal to the Bonus Amount[ and does not exceed the Maximum Amount].

(ii) If a Barrier Event has occurred, the Cash Amount is no longer at least equal to the Bonus Amount, but always equals the Reverse Level minus the Reference Price, taking into account the Multiplier (positive participation in the negative Performance of the Underlying), and is at least equal to zero[ and does not exceed the Maximum Amount].

A Barrier Event occurs if the [Observation Price reaches or exceeds the Barrier at any time during the Observation Period] [Reference Price reaches or exceeds the Barrier on the Final Valuation Date].

Security Holders have no rights in respect of or arising from the Underlying (e.g. voting rights, dividends).]

### **[Description of [Participation][Index] Certificates**

In the case of these Certificates, Security Holders receive a Cash Amount on the Repayment Date, converted into the Settlement Currency, as the case may be, the amount of which depends on the performance of the Underlying. The Cash Amount equals the Reference Price multiplied by the Multiplier [and the Management Factor].]

### **[Description of [Twin Win] [Capped Twin Win] Certificates**

The level of the Cash Amount, converted into the Settlement Currency, as the case may be, in the case of Twin Win Certificates is linked to the performance of the Underlying, and the following cases are to be distinguished:

(i) If no Barrier Event has occurred and the Reference Price equals or exceeds the Strike, the Cash Amount per Security corresponds to the product of (A) the Multiplier and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Reference Price and Strike and (y) the applicable Participation Factor[ whereby the Cash Amount does not exceed the applicable Maximum Amount].

(ii) If no Barrier Event has occurred but the Reference Price falls below the Strike, the Cash Amount per Security corresponds to, the product of (A) the Multiplier and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Strike and Reference Price and (y) the applicable Participation Factor[ whereby the Cash Amount does not exceed the applicable Maximum Amount].

(iii) If a Barrier Event has occurred, the Cash Amount per

Security corresponds to, the product of (i) the Reference Price and (ii) the Multiplier[ whereby the Cash Amount does not exceed the applicable Maximum Amount].

A Barrier Event occurs if an Observation Price specified in the applicable Final Terms reaches or falls below the Barrier.

The Participation Factors[ and the Maximum Amounts] can differ in the individual cases.

Security Holders have no rights in respect of or arising from the Underlying (e.g. voting rights, dividends).]

### **[Description of Factor Certificates**

Factor Certificates do not have a specified limited term. The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The price development of Factor Certificates depends on movements of the respective Underlying taking into account a leverage component and a financing component.

[In the case of Factor Long Certificates the leverage component reflects the multiple purchase of the Underlying. Therefore, price movements of the Underlying have a disproportional effect on the value of the Factor Long Certificates with positive as well as with negative developments of the Underlying.

The financing component results from the costs for the raising of capital at an overnight rate plus an add-on interest. As the financing component is always negative it has an adverse effect on the Factor Certificate on each Calculation Date.

With Factor Long Certificates the Cash Amount corresponds to the difference between (i) the product of the Cash Amount on the previous Calculation Date and the Daily Leveraged Performance and (ii) the Financing Costs, converted into the Settlement Currency, as the case may be. The Daily Leveraged Performance corresponds to the sum of (i) one (1) and (ii) the product of the Performance in Percent of the Underlying and the Factor. The Performance in Percent of the Underlying on a Calculation Date corresponds to the difference between (i) the quotient of the Reference Price and the Reference Price on the previous Calculation Date or, if a Stop-Loss Event has occurred between the time of determination of the Reference Price on the previous Calculation Date and the determination of the Reference Price on the Calculation Date, to the Stop-Loss Reference Price and (ii) one (1). A Stop-Loss Event occurs, if a certain Observation Price reaches or falls below the Stop-Loss Barrier.]

[In the case of Factor Short Certificates the leverage component reflects the multiple selling of the Underlying. Therefore, price movements of the Underlying have a disproportional effect on the value of the Factor Short Certificates with positive as well as with negative developments of the Underlying.

The financing component results from the costs for the raising

of capital at an overnight reduced by an interest rebate. As the financing component is always negative it has an adverse effect on the Factor Certificate on each Calculation Date.

With Factor Short Certificates the Cash Amount corresponds to the sum of (i) the product of the Cash Amount on the previous Calculation Date and the Daily Leveraged Performance and (ii) the Financing Costs, converted into the Settlement Currency, as the case may be. The Daily Leveraged Performance corresponds to the sum of (i) one (1) and (ii) the product of the Performance in Percent of the Underlying and the Factor. The Performance in Percent of the Underlying on a Calculation Date corresponds to the difference between (i) one (1) and (ii) the quotient of the Reference Price and the Reference Price on the previous Calculation Date or, if a Stop-Loss Event has occurred between the time of determination of the Reference Price on the previous Calculation Date and the determination of the Reference Price on the Calculation Date, to the Stop-Loss Reference Price. A Stop-Loss Event occurs, if a certain Observation Price reaches or exceeds the Stop-Loss Barrier.]

**Due to the construction of the Factor Certificates, in particular due to the linkage of the Factor Certificates to the Daily Leverage Performance, the daily fluctuations of the Underlying might have a material adverse effect on the price performance of the Certificates. As a consequence, Factor Certificates are not suited for long-term investments and are not a suitable alternative for direct investments into the Underlying, because the development of the Daily Leveraged Performance of the Underlying and, thus, of the value of the Factor Certificates might significantly deviate from the development of the value of the Underlying itself over a period of time.]**

- |             |   |   |
|-------------|---|---|
| <b>C.16</b> | The expiration or maturity date of the derivative securities - the exercise date or final reference date. | Repayment Date(s): [●]<br>Exercise Date(s): [●]<br>Final Valuation Date(s): [●]   |
| <b>C.17</b> | A description of the settlement procedure of the derivative securities.                                   | Any cash amounts payable by the Issuer shall be transferred to the relevant Clearing System for distribution to the Security Holders.                                 |
| <b>C.18</b> | A description of how the return on derivative securities takes place.                                     | The Issuer will cause the transfer of any Cash Amount to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. |

- C.19** The exercise price or the final reference price of the underlying. Underlying Price on the Final Valuation Date (Reference Price): [●]
- C.20** A description of the type of the underlying and where the information on the underlying can be found. Type: [Share] [Basket of Shares] [Index] [Exchange Traded Fund] [Currency Exchange Rate] [Interest Rate<sup>3</sup>] [Commodity] [Future Contract]  
Name: [●]  
[Issuer][Company][Calculation Agent][Index Sponsor][Reference Market]: [●]  
[Reference Source][Screen Page]: [●]  
Information on the Underlying and its volatility can be obtained [on the public website on www.[●]] [and] [on the Bloomberg or Reuters page] as provided for each security or item composing the Underlying.

## D. RISKS

### D.2 Key information on the key risks that are specific to the Issuer

#### Risks related to the business of Erste Group

- Difficult macroeconomic and financial market conditions may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects.
- Erste Group has been and may continue to be affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of certain countries.
- Erste Group has experienced, and may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.
- Erste Group is subject to significant counterparty risk, and defaults by counterparties may lead to losses that exceed Erste Group's provisions.
- Erste Group's hedging strategies may prove to be ineffective.
- Erste Group is generally exposed to market volatility when it comes to loans covered by real estate collateral.
- Market fluctuations and volatility may adversely affect the value of Erste Group's assets, reduce profitability and make it more difficult to assess the fair value of certain of its assets.
- Erste Group is subject to the risk that liquidity may not be readily available.
- Credit rating agencies may suspend, downgrade or withdraw a credit rating of Erste Group Bank and/or a local entity that is part of Erste Group

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<sup>3</sup> Not applicable for Product No. 7: Factor Certificates



or a country where Erste Group is active, and such action might negatively affect the refinancing conditions for Erste Group Bank, in particular its access to debt capital markets.

- New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.
- The Issuer is subject to the risk of changes in the tax framework, in particular regarding bank tax and the introduction of a financial transaction tax.
- The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities.
- The Issuer is obliged to contribute to the Single Resolution Fund (SRF) and to ex ante financed funds of the deposit guarantee scheme of the savings bank sector on an annual basis.
- Erste Group's risk management strategies, techniques and internal control procedures may leave it exposed to unidentified or unanticipated risks.
- Erste Group's business entails operational risks.
- Any failure or interruption in or breach of Erste Group's information systems, and any failure to update such systems, may result in lost business and other losses.
- Erste Group may have difficulty recruiting new talent or retaining qualified employees.
- Erste Group Bank may be required to provide financial support to troubled banks in the Haftungsverbund, which could result in significant costs and a diversion of resources from other activities.
- Changes in interest rates are caused by many factors beyond Erste Group's control, and such changes can have significant adverse effects on its financial results, including net interest income.
- Since a large part of Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone, Erste Group is exposed to currency risks.
- Erste Group Bank's profit can be lower or even negative.
- A change of the ECB's collateral standards could have an adverse effect on the funding of Erste Group and access to liquidity.
- Erste Group operates in highly competitive markets and competes against large international financial institutions as well as established local competitors.
- Erste Group Bank's major shareholder may be able to control shareholder actions.
- Compliance with applicable rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, economic sanctions and tax as well as capital markets (securities and stock exchange related) involve significant costs and efforts and non-compliance may have severe legal and reputational consequences for Erste Group.
- Changes in consumer protection laws as well as the application or interpretation of such laws might limit the fees and other pricing terms that Erste Group may charge for certain banking transactions and might allow consumers to claim back certain of those fees and interest already paid in

the past.

- The integration of potential future acquisitions may create additional challenges.

#### **Risks related to the markets in which Erste Group operates**

- The departure of any one or more countries from the Eurozone could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Erste Group's business.
- Erste Group operates in emerging markets that may experience rapid economic or political changes, either of which may adversely impact its financial performance and results of operations.
- Committed EU funds may not be released or further aid programmes may not be adopted by the EU and/or international credit institutions.
- Loss of customer confidence in Erste Group's business or in banking businesses generally could result in unexpectedly high levels of customer deposit withdrawals, which could have a material adverse effect on Erste Group's results, financial condition and liquidity.
- Liquidity problems experienced by certain CEE countries may adversely affect the broader CEE region and could negatively impact Erste Group's business results and financial condition.
- Governments in countries in which Erste Group operates may react to financial and economic crises with increased protectionism, nationalisations or similar measures.
- Erste Group may be adversely affected by slower growth or recession in the banking sector in which it operates as well as slower expansion of the Eurozone and the EU.
- The legal systems and procedural safeguards in many CEE countries and, in particular, in the Eastern European countries are not yet fully developed.
- Applicable bankruptcy laws and other laws and regulations governing creditors' rights in various CEE countries may limit Erste Group's ability to obtain payments on defaulted loans and advances.
- Erste Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, through the introduction of banking taxes and other levies.

#### **D.3, D.6 Key information on the key risks that are specific to the securities**

**RISK WARNING: Investors should be aware that they may lose the value of their entire investment or part of it, as the case may be.**

#### **General risk factors**

- The Certificates are risky investment instruments. Compared to other capital investments, the risk of loss – up to the total loss of the invested capital as well as the related transaction costs – is high; the Certificates do not, unless expressly provided, yield any current income.
- Certificates with a Participation Factor include the risk of the Security Holder's

participation being disproportionately lower or higher than any price fluctuations of the Underlying.

- The Certificates may have no liquidity or the market for such Certificates may be limited and this may adversely impact their value or the ability of the Security Holder to dispose of them.
- Security Holders should consider that price movements of the Underlying (or the non-occurrence of an expected price movement) may decrease the value of the Underlying disproportionately and even render it worthless and that there is no assurance that in the case of Certificates with a limited term, the price of the Certificate will recover in time.
- The performance of the Certificates is linked to the performance of the Underlying which may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities may adversely affect the market price of the Certificates.
- If an Underlying is linked with emerging markets, a Security Holder must expect considerable political and economic uncertainty, which may significantly affect the market price development of the Certificates.
- Where payments under the Certificates will be made in a currency which is different from the currency of the Underlying and such Certificates do not have a "quanto feature", the Security Holders are exposed also to the performance of the currency of the Underlying against the Currency of the Certificates, which cannot be predicted. Furthermore, the Security Holder bears a currency risk if the account of the Security Holder to which the Cash Amount is paid is held in a currency other than the currency of the Certificates.
- Security Holders should be aware that they may not be able to hedge their exposure from the Certificates.
- A credit financing of the acquisition of Certificates significantly increases the maximum possible loss.
- Hedging transactions concluded by the Issuer may influence the market price of the Certificates in a detrimental manner for the investor.
- Incidental costs on any income reduce any Security Holders' profits.
- Security Holders are exposed to the risk of wrong assessment of the Certificates' liquidity due to the issue size of the Certificates.
- Market disruptions, adjustment measures and termination rights may negatively affect the rights of the Security Holders.
- Corrections, changes, or amendments to the Terms and Conditions may be detrimental to the Security Holders.
- Changes in tax law may negatively affect the Security Holders.
- Certificates may not be appropriate to hedge exposures.
- There is a risk that trading in the Certificates or in the Underlying and/or components will be suspended, interrupted or terminated.
- Due to future money depreciation (inflation), the real yield of an investment may be reduced.
- Investors have to rely on the functionality of the relevant clearing system.
- Credit ratings may not reflect all risks.
- Legal investment considerations may restrict certain investments.

- An Austrian court could appoint a trustee for the Certificates to exercise the rights and represent the interests of Security Holders on their behalf in which case the ability of Security Holders to pursue their rights under the Certificates individually may be limited.
- Risks related to Dividend Equivalent Payments.
- The Certificates may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Security Holders losing some or all of their investment in the Certificates (statutory loss absorption).
- The Issuer may be subject to resolution powers which may also have a negative impact on the Certificates.
- The Issuer is not prohibited from issuing further debt instruments or incurring further liabilities.
- In the case of the Issuer's insolvency, deposits have a higher ranking than the claims of the Holders under the Certificates.

### **Risk factors relating to certain types of Certificates**

#### **[Product No. 1: Risk factors applicable to [Bonus][Capped Bonus] Certificates**

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*Risk of total loss in the case of a Barrier Event*

A so called Barrier Event occurs if the [Observation Price reaches or falls below the Barrier at any time during the Observation Period] [Reference Price reaches or falls below the Barrier on the Final Valuation Date]. Security Holders should note that if a Barrier Event occurs, the entitlement to a minimum redemption in the amount of the Bonus Amount expires, and that the [Bonus][Capped Bonus] Certificate is comparable with a direct investment in the Underlying (irrespective of dividend payments). Consequently, the Security Holder is exposed to a risk of loss

comparable to the direct investment. Therefore, the Security Holder has a risk of total loss with regards to the invested capital. A total loss occurs when the Underlying is worthless on the Final Valuation Date.

An important determinant for the probability of the occurrence of a Barrier Event is the volatility of the Underlying. The term "Volatility" means the fluctuation margin or price movements of the Underlying. The higher the volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in a declining price of the Security.

*[In case of Capped Bonus Certificates the Cash Amount is limited to the Maximum Amount*

Irrespective of whether or not a Barrier Event has occurred, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price movement of the Underlying above the Cap, with the result that the possible yield on Capped Bonus Certificates has an upper limit.]]

### **[Product No. 2: Risk factors applicable to Discount Certificates**

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*Cash Amount is limited to Maximum Amount*

In the case of Discount Certificates, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price movement of the Underlying above the Cap, with the result that the possible yield on Discount Certificates has an upper limit.

*Risk of total loss*

Below the Cap, Discount Certificates are comparable with a direct investment in the Underlying (without taking into account dividend payments). In this case there is a risk of a total loss of the Security Holder's invested capital. A total loss will occur if the Underlying is worthless on the Final Valuation Date.]]

### **[Product No. 3: Risk factors applicable to Open End [Participation]][Index] Certificates**

*Risk factors related to the unlimited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates do not have a specified limited term (Open End). The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The Certificates may be exercised by the Security Holder during a certain Exercise Period during their term by submitting an Exercise Notice. The Cash Amount for exercised Certificates is calculated based on the Underlying Price of the Underlying on the relevant Exercise Date.

The Issuer is furthermore entitled to extraordinary termination of the Certificates by notice if an adjustment is no longer possible or in the case of an Additional Disruption Event. It is to be noted that the Issuer exercises its termination right at its reasonable discretion and has no further obligations in relation to its termination right. The exercise of the right to extraordinary termination may occur at short notice, so that, in certain circumstances, the Security Holder may no longer be able to sell his or her Certificates on the secondary market.

The exercise of the termination right by the Issuer is generally more likely, the greater the volatility of the Underlying or the more illiquid the market in financial instruments related to the Underlying (including the forward and loan markets). Owing to the Issuer's termination right, Security Holders may not assume that the Certificates will have an unlimited term. Security Holders should therefore not rely on being able to maintain a position in the Certificates over a long period. Furthermore, Security Holders may not rely on the timely movement of the Underlying in a favourable direction before a Termination Date.

*Return and reinvestment risk in the case of ordinary or extraordinary termination by the Issuer*

Security Holders should note that the fundamentally unlimited term of the Certificates may be ended by an ordinary or extraordinary termination by the Issuer. In the case of a termination, the Security Holder bears the risk that his expectations with respect to an increase in the value of the Certificates may no longer be satisfied due to the ending of the term. In the case of a termination, it must also be considered that the Security Holder bears the reinvestment risk. This means that he or she may only be able to reinvest the amount paid by the Issuer in the event of a termination on more unfavourable market terms compared with those existing when the Certificate was purchased.

*[Risk related to the Open End Participation Certificates related to futures contracts with Transaction Fee*

In the case of Open End Participation Certificates related to futures contracts, it is to be noted that a "Transaction Fee" may be calculated to cover the transaction costs arising from the Rollover. The amount of such Transaction Fee is based on a number per futures contract, expressed in the Reference Currency. The application of the Multiplier to these transaction costs leads to a loss in value of the Certificates if the Transaction Fee is greater than zero (0). It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover, so the determination of the applicable Multiplier has to be considered twice.]

*Risk of total loss*

Open End [Participation][Index] Certificates are comparable with a direct investment in the Underlying (irrespective of dividend payments and transaction fees, if applicable), with the result that the Security Holder is also exposed to a risk of loss comparable to the direct investment. Therefore, there is a risk of total loss with regard to the invested capital if the Underlying is worthless on the Final

Valuation Date (e.g. in the case of a termination by the Issuer).

*[Risk related to Open End [Participation][Index] Certificates with a Management Fee*

Security Holders should note that subject to the holding period of the Certificates the Management Fee will reduce the Cash Amount which a Security Holder receives at the end of the term and that the Management Fee also has a negative impact on the secondary market prices of the Certificates during the term of the Certificates.]

*[Risk related to Open End [Participation][Index] Certificates linked to performance indices*

In the case of Open End [Participation][Index] Certificates linked to performance indices the Terms and Conditions may provide for an adjustment of the Multiplier on each Dividend Record Date. In the course of the adjustment any dividends or cash amounts equivalent to dividends will be taken into account (also considering the relevant Dividend Factor). As a consequence, the Multiplier will decrease which will have a negative impact on the Cash Amount. The effect will be greater, the higher the dividends and/or the dividend taxation.]]

**[Product No. 4: Risk factors applicable to [Reverse Bonus][Capped Reverse Bonus] Certificates**

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*Risks related to the performance of [Reverse Bonus][Capped Reverse Bonus] Certificates owing to the reverse structure*

In the case of Reverse Bonus Certificates and Capped Reverse Bonus Certificates, the performance of the Certificates conversely depends on the performance of the Underlying. In contrast to typical participation securities, which represent a so-called "long position" (synthetic "purchase" of the Underlying), Reverse Bonus Certificates represent a so-called "short position" (synthetic "short sale" of the Underlying). This means that the Certificates enable the Security Holders to profit from a loss in value of the Underlying. **A Reverse Bonus**

**Certificate typically declines in value (i.e. irrespective of other features and factors that determine the price of Certificates), if the value of the Underlying increases.**

*Risk of a total loss in the case of a Barrier Event*

In case of reverse structures a so called Barrier Event occurs if the [Observation Price reaches or exceeds the Barrier at any time during the Observation Period] [Reference Price reaches or exceeds the Barrier on the Final Valuation Date]. Security Holders should consider that if a Barrier Event occurs, the entitlement to a minimum redemption expires and the Security Holder participates in the negative performance of the Underlying and/or in the case of Capped Reverse Bonus Certificates the Security Holder participates in the negative performance of the Underlying up to the Cap. In this case, the Security Holder has a risk of total loss with regard to the invested capital. A total loss occurs when the Underlying is equal to or above the Reverse Level on the Final Valuation Date.

An important determinant of the probability of the occurrence of a Barrier Event is the volatility of the Underlying. The term "**Volatility**" means the fluctuation margin or price fluctuations of the Underlying. The higher the Volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in the price of the Certificate declining.

*[In case of Capped Reverse Bonus Certificates the Cash Amount is limited to the Maximum Amount*

In the case of Capped Reverse Bonus Certificates, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a negative price movement of the Underlying above the Cap, with the result that the possible yield on Capped Reverse Bonus Certificates has an upper limit.]

*Limited yield potential due to reverse structure and irrespective of a Cap*

Security Holders should note that the yield potential is limited (regardless of a Cap) due to the reverse structure, since the participation in the negative performance of the Underlying is limited to 100%, i.e. in the case of Reverse Bonus Certificates the Cash Amount is limited to the Reverse Level (taking into account the Multiplier and, as the case may be, conversion into the Settlement Currency).

Accordingly, in the case of Reverse Bonus Certificates, the following relationship exists in principle between the economic value of the Certificates and the economic value of the Underlying: **A Reverse Bonus Certificate typically declines in value (i.e. irrespective of other features and factors that determine the price of Certificate), if the value of the Underlying increases. Accordingly, a Security Holder may suffer a total loss of the invested capital if the level of the Underlying increases and reaches or exceeds the Reverse Level.**

*Leverage effect in the case of [Reverse Bonus][Capped Reverse Bonus] Certificates due to the reverse structure*

There exists a leverage effect in the case of [Reverse Bonus][Capped Reverse Bonus] Certificates, the amount of which depends on the Reverse Level. A lower Reverse Level leads to a higher leverage effect and, therefore, to a higher risk of loss.]

**[Product No. 5. Risk factors applicable to [Participation][Index] Certificates**

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an



adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*[Risk related to Participation Certificates with a Management Fee*

Security Holders should note that subject to the holding period of the Certificates the Management Fee will reduce the Cash Amount which a Security Holder receives at the end of the term and that the Management Fee also has a negative impact on the secondary market prices of the Certificates during the term of the Certificates.]

*Risk of total loss*

[Participation][Index] Certificates are comparable with a direct investment in the Underlying (irrespective of dividend payments). Consequently, the Security Holder is exposed to a risk of loss comparable to the direct investment. Therefore, there is a risk of total loss with regard to the invested capital if the Underlying is worthless on the Final Valuation Date.]

**[Product No. 6. Risk factors applicable to [Twin Win][Capped Twin Win] Certificates**

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates

can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*Risk of total loss in the case of a Barrier Event*

Security Holders should note that if a Barrier Event has occurred, the Certificate is comparable to a direct investment in the Underlying (without taking into account dividend payments). As a result, the Security Holder is also exposed to a risk of loss comparable to the direct investment. Therefore, the Security Holder bears a risk of total loss with regard to the invested capital. A total loss occurs if the Underlying is worthless at the end of the term.

An important determinant of the probability of a Barrier Event is the volatility of the Underlying. The term "Volatility" means the fluctuation margin or price fluctuations of the Underlying. The higher the Volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in the price of the Certificate declining.

*[In case of Capped Twin Win Certificates the Cash Amount is limited to a Maximum Amount*

Irrespective of whether or not a Barrier Event has occurred, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price movement of the Underlying above the Cap, with the result that the possible yield on Capped Twin Win Certificates has an upper limit.]]

**[Product No. 7. Risk factors applicable to Factor Certificates**

*Risk of investment in leveraged Underlyings*

Different from other Open End Participation Certificates, Factor Certificates are leveraged.

Investors should in particular note, that in the case of Factor Certificates the daily performance of the Underlying is leveraged with the applicable Leverage Factor, i.e. positive and negative movements of the Underlying have a disproportionate effect on the value of the Certificate. This means that the determination of the Leverage Factor determines the degree of risk. The higher the leverage the higher the risk. **It should be noted that the price development of the Factor Certificates can be completely independent from the price development of the Underlying.**

In the case that the price of the Underlying falls significantly the value of the Certificate due to the leverage factor may decrease to a very low level. Subsequent price gains of the Underlying will lead to price increases of the Certificate. However, as the base level for the recovery of the Certificate will be very low significant price gains of the Underlying will only have relatively small effects on the price recovery of the Certificate.

The Factor Certificates provide for a kind of adjustment level (Stop-Loss Barrier) that should protect the investors against a total loss of their investment. However, such adjustment level might – under unfavourable circumstances – not prevent investors from intraday losses which might come close to a total loss of the capital invested.

**Capital markets are generally subject to fluctuations over a longer period of time. Due to the construction of the Factor Certificates these fluctuations might have a material adverse effect on the price performance of the Certificates. Factor Certificates are not suited for long-term investments and are not a suitable alternative for direct investments into the Underlying,**

**because the development of the Daily Leveraged Performance of the Underlying and, thus, of the value of the Factor Certificates might significantly deviate from the development of the value of the Underlying itself over a period of time.**

*Risk factors related to the unlimited term of the Certificates and to the Issuer's ability to terminate*

The Certificates do not have a specified limited term (*Open End*). The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The Certificates may be exercised by the Security Holder during a certain Exercise Period during their term by submitting an Exercise Notice. The Cash Amount for exercised Certificates is calculated based on the daily price performance of the Underlying on the relevant Exercise Date.

The Issuer is furthermore entitled to extraordinary termination of the Certificates by notice if an adjustment is no longer possible or in the case of an Additional Disruption Event. It is to be noted that the Issuer exercises its termination right at its reasonable discretion and has no further obligations in relation to its termination right. The exercise of the right to extraordinary termination by the Issuer may occur at short notice, so that, in certain circumstances, the Security Holder may no longer be able to sell his Certificate on the secondary market.

The exercise of the termination right by the Issuer is generally more likely, the greater the volatility of the Underlying or the more illiquid the market in financial instruments related to the Underlying (including the forward and loan markets). Owing to the Issuer's termination right, Security Holders may not assume that the Certificates will have an unlimited term. Security Holders should therefore not rely on being able to maintain a position in the Certificates over a long period.

*Return and reinvestment risk in the case of ordinary or extraordinary termination by the Issuer*

Security Holders should note that the fundamentally unlimited term of the Certificates may be ended by an ordinary or extraordinary termination by the Issuer. In the case of a termination, the Security Holder bears the risk that his expectations with respect to an increase in the value of the Certificates may no longer be satisfied due to the ending of the term. In the case of a termination, it must also be considered that the Security Holder bears the reinvestment risk. This means that he may only be able to reinvest the termination amount paid by the Issuer in the event of a termination on more unfavourable market terms compared with those existing when the Certificate was purchased.

*[Risk of Factor Certificates with Transaction Fee*

In the case of Factor Certificates related to futures contracts a "**Transaction Fee**" may be calculated to cover the transaction costs arising from the Rollover, whose amount is based on a number per futures contract, expressed in the Reference Currency. The application of those transaction costs to the Multiplier leads to a loss in value of the Certificates if the Transaction Fee is greater than zero. It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover.]

*Risk of total loss*

In the worst case an investment in Factor Certificates may involve the total loss of the capital invested. This will in any event be the case if the Reference Price of the Underlying on the Final Valuation Date amounts to zero.]

### **Risk factors relating to certain types of Underlyings**

Depending on the Underlying to which the Certificates give exposure, Investors are exposed to risks stemming from the type of Underlying and the behavior of its market prices as the Cash Amount an Investor may receive depends on the development of the price of the Underlying. The types of Underlyings foreseen in this Programme differ significantly as per their typical price volatility. Investors should only invest in Certificates if they are familiar with the relevant Underlying and have a comprehensive understanding of the type of Underlying itself, the market and other rules of the relevant Underlying as this is prerequisite to understand the risks associated with the Certificates; a lack of such understanding may have material adverse effects for the respective investor and result in losing such investors investment entirely or partly.

### **Risk factors relating to conflicts of interest**

Investors are exposed to the risk that direct or indirect actions of the Issuer have negative effects on the market price of the Certificates or otherwise negatively affect the Security Holders and conflicts of interest may make such actions more likely; for a description of possible conflicts of interest, please see E.4 below

## **E. OFFER**

**E.2b** Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks: The issue of the Certificates is part of the ordinary business activity of the Issuer and is undertaken solely to generate profits which is also the reason for the offer.

**E.3** Description of the terms and conditions of the offer: **Terms and conditions to which the offer is subject**  
Not applicable; there are no conditions to which the offer is subject.

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

The Certificates will be offered in the Offer State(s) starting: [●].

The Issue Date is [●].

[The Certificates are offered for subscription during the subscription period, i.e. from [●] to [●]. The Issuer reserves the right to terminate the subscription period early. The Issuer is not obliged to issue subscribed Certificates.]

#### **Selling restrictions**

Certificates may be offered, sold, or delivered within a jurisdiction or originating from a jurisdiction only, if this is permitted pursuant to applicable laws and other legal provisions and if no obligations arise for the Issuer.

The Certificates have not been and will not be registered under the Securities Act and may include Certificates in bearer form that are subject to U.S. tax law requirements.

Certificates may not be offered, sold or delivered within the United States or, for the account and benefit of U.S. persons.

**Initial Issue Price, costs and taxes when purchasing the Certificates**

The Initial Issue Price(s) is (are) [●].

**E.4** Description of any interest that is material to the issue/offer including conflicting interest:

[Not applicable; there are no such interests.]

[The Issuer may from time to time act in other capacities with regard to the Certificates, such as calculation agent or market maker/specialist which allow the Issuer to calculate the value of the Underlying or any other reference asset or determine the composition of the Underlying, 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 Underlying, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

The Issuer may from time to time engage in transactions involving the Underlying for its proprietary accounts and for accounts under its management. Such transactions may have a positive or negative effect on the value of the Underlying or any other reference asset and consequently upon the market price of the Certificates.

The Issuer may issue other derivative instruments in respect of the Underlying and the introduction of such competing products into the marketplace may affect the market price of the Certificates.

The Issuer may use all or some of the proceeds received from the sale of the Certificates to enter into hedging transactions which may affect the market price of the Certificates.

The Issuer may acquire non-public information with respect to the Underlying, and the Issuer does not undertake to disclose any such information to any Security Holder. The Issuer may also publish research reports with respect to the Underlying. Such activities could present conflicts of interest and may affect the market price of the Certificates.]

**[Insert description of any further such interests]**

**E.7** Estimated expenses charged to the investor by the Issuer or the offeror:

[Not applicable as no such expenses will be charged to the investor by the Issuer or the offeror/s.] **[insert description of any such costs]**

## 2. RISK FACTORS

*Prospective investors should consider carefully the risks set forth below and the other information contained in this Prospectus prior to making any investment decision with respect to the Certificates. Prospective investors should note that the risks described below are not the only risks the Issuer faces. The Issuer has described only those risks relating to its business, operations, financial condition or prospects that it considers to be material and of which it is currently aware. There may be additional risks that the Issuer currently considers not to be material or of which it is not currently aware, and any of these risks could have the effects set forth above.*

*Prospective investors should also read the detailed information set out elsewhere in this Prospectus and should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) and reach their own views prior to making any investment decision.*

*Words and expressions defined in the section entitled "4. Terms and Conditions of the Certificates" shall have the same meanings in this section "2. Risk Factors".*

### **2.1. Factors that may affect the Issuer's ability to fulfil its obligations under the Certificates issued under this Programme:**

*Each of the Issuer related risks highlighted below could have a material adverse effect on the Issuer's business, operations, financial condition or prospects which, in turn, could have a material adverse effect on the amounts which investors will receive in respect of the Certificates. In addition, each of the Issuer related risks highlighted below could adversely affect the trading price of the Certificates or the rights of investors under the Certificates and, as a result, investors could lose some or all of their investment.*

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under Certificates to be issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which are material for the purposes of assessing the market risks associated with Certificates to be issued under the Programme are described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Certificates to be issued under the Programme, but the inability of the Issuer to pay amounts on or in connection with any Certificates may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.*

#### **2.1.1 Risks related to the business of Erste Group**

**Difficult macroeconomic and financial market conditions may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects.**

As a result of the global financial crisis from the second half of 2007 until 2009, levels of public sector debt around the world and the perceived and/or actual instability of numerous credit institutions in certain European countries, including, in particular Spain, Greece, Portugal, Italy, Ireland, Cyprus and Slovenia, and - in addition to the Eurozone - Ukraine, Russia and Turkey, had a negative impact on macroeconomic conditions. However, by 2017, the Eurozone was growing strongly again and several Eurozone countries got upgraded,

amongst others Spain, Italy, Ireland, Greece, Portugal and Cyprus in 2016 and 2017. Nevertheless, many European economies continued to face structural challenges as unemployment and structural debt levels remain elevated which constantly results in unusually high political risk and polarization for European standards. In response to the global financial crisis, unprecedented steps have been taken to help stabilise the financial system and increase the flow of credit in the global economy. There can be no assurances as to the actual impact that these measures and related actions will have on the financial markets, on consumer and corporate confidence generally and on Erste Group specifically in the medium to long-run. In order to prevent further deterioration of economic growth and to respond to concerns about the effects of the European sovereign debt crisis, the European Central Bank ("**ECB**") (among other central banks) announced a plan to buy unlimited amounts of government bonds of distressed countries in case needed partially in exchange for their request for and acceptance of a formal programme including certain austerity reforms (OMT program). However, monetary policy objectives have decoupled significantly across countries. In 2017 and 2018, the U.S. Federal Reserve Bank increased the interest rate several times and plans further increases of the interest rate in 2018. This development was driven by a continuing solid growth of the U.S. economy and the recovery of the U.S. employment market. While the U.S. economy is performing well at the moment, the aggressive fiscal impulse which is provided by U.S. President Trump's tax reform is risking an overheating of the U.S. economy which is already working at full-employment. The ECB, on the other hand, commenced the broad-based asset purchase program in March 2015, which is currently intended to end in December 2018. In course of the quantitative easing, the Euro system bought assets to the tune of about EUR 2,350 billion, mostly government bonds. The still ultra-low interest environment creates further pressure on the financial sectors globally. The impact of the ECB's or any other entity's actions in the future is currently unknown and these actions may or may not result in the expected benefits for the relevant economies in the long-run. Monetary policy in the future will depend on inflation and due to these unprecedented policies could vary from the foreseen path in either direction fast and without prior notice. Variances in monetary policy may result also in increased volatility in debt and foreign exchange markets. Moreover, excesses in both advanced and particularly emerging economies, may be extended. Global monetary policy might have helped to build significant exaggeration in various asset classes such as equity, housing and bonds and these asset prices could also correct swiftly and markedly.

During 2016 and 2017, the Eurozone economy recovered stronger than expected, accompanied by a positive trend of leading indicators for inflation and a declining unemployment rate within the Eurozone. The major pillar for growth in the Eurozone remains private consumption, also benefiting from low energy prices. The positive development in the Eurozone is expected to continue, however, the volatility of the financial markets due to erratic policy making in the U.S. and geopolitical uncertainties over North Korea, Russia, Ukraine, Turkey, Iran and Syria and the high total debt levels in China, pose a downside risk. In 2018, the European Union and the United Kingdom have to take decisive actions regarding the handling of the Brexit as well as preparing the future relationship between both areas. The first year of the U.S. Presidency of Trump has seen strong gains on equity markets while real reforms except for the recent tax reform have been limited. In 2018, U.S. President Trump re-started to hit on global trade and imposed tariffs on certain countries. Thus, there is a significant risk for a global trade conflict. Protection and nationalism are on the rise worldwide. There is a risk that Erste Group's performance might be hit as Erste Group's general strategy is based on further European integration and global trade and not the opposite of it. Oil prices which hit a relative low in early 2016 have been rising substantially again in 2017 and influence the economies of Erste Group's home market which are widely net energy importers. This global economic situation combined with increasing geopolitical challenges has implications on the Eurozone and may lead to corresponding risks within the Eurozone.

Erste Group's performance will continue to be influenced by conditions in the global, and especially European, economy. The outlook for the European and global economy over the near to medium term remains in general favourable, which also impacts prospects for stabilisation and improvement of economic and financial conditions in Central and Eastern Europe ("**CEE**"). In general, should economic conditions affecting Erste Group's operating

markets become subdued again, Erste Group's results and operations may be materially and adversely affected.

**Erste Group has been and may continue to be affected by the European sovereign debt crisis, and it may be required to take impairments on its exposures to the sovereign debt of certain countries.**

In the early 2010s, the sovereign debt markets in the Eurozone have experienced substantial stress as the financial markets have begun to perceive a number of countries as presenting an increased credit risk. These concerns have been particularly prominent with respect to Greece, Ireland, Italy, Portugal, Spain, Cyprus and Slovenia and - in addition to the Eurozone - Ukraine and Russia, and were threatening the recovery from the global financial and economic crisis. These concerns have widely receded in light of stabilising public debt levels and accelerating economic growth in these and other European countries both within and outside the Eurozone, including countries in CEE. The effects of the sovereign debt crisis have especially impacted the financial sector as a large portion of the sovereign debt of Eurozone countries is held by financial institutions, including Erste Group. Concerns over the ability of highly indebted Eurozone sovereigns to manage their debt levels could again intensify when the ECB will start to exit from ultra-easy monetary policy, debt restructuring negotiations similar to those with Greece could take place with respect to the sovereign debt of other affected countries, and the outcome of any negotiation regarding changed terms (including reduced principal amounts or extended maturities) of such sovereign debt may result in Erste Group suffering additional impairments. Any such negotiations are highly likely to be subject to political and economic pressures beyond Erste Group's control.

Distracted by an unresolved migration crisis and negotiations on the terms of Great Britain's departure from the European Union, Eurozone leaders could be caught unprepared by a new storm on financial markets. Global market turmoil at the start of 2018 has helped set warning lights flashing in Eurozone equity markets. However, at the same time the premium that investors charge to hold Portuguese, Spanish and Italian government debt rather than German bonds hit multi-year lows due to monetary policy. European credit institution shares which have been badly hit in recent years by concerns over their high stock of non-performing loans ("**NPL**"), new regulatory burdens and a squeeze on profits due to negative official interest rates, have been recovering lately. New EU banking regulations that force shareholders and bondholders to take first losses if a credit institution needs rescuing are further spooking the market, notably in Italy. All this comes at a time when public resistance to further austerity measures has surged all over southern Europe, resulting in increasing support for populist parties and leading to unexpected results at national and/or regional elections.

Erste Group is also exposed to the credit risk of financial institutions which may be dependent on governmental support to continue their operations. The availability of government funds or the willingness of governments for such support is unclear given current levels of public debt in several Eurozone countries. In addition, hedging instruments, including credit default swaps, could provide ineffective if restructurings of outstanding sovereign debt avoid credit events that would trigger payment under such instruments or if the amounts ultimately paid under such instruments do not correspond to the full amount of net exposure after hedging. Any restructuring of outstanding sovereign debt may result in potential losses for Erste Group and other participants in transactions that are not covered by pay-outs on hedging instruments that Erste Group has entered or may enter into to protect against the risk of default.

**Erste Group has experienced, and may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.**

Erste Group is, and may in the future continue to be, exposed to the risk that borrowers may not repay their loans according to their contractual terms, that the collateral or income stream securing the payment of these loans may be insufficient, or that legislation is imposed setting fixed exchange rates for loans in foreign currencies.



Negative economic developments could have a negative effect on the credit quality of Erste Group's loan portfolio. This is particularly true for customer loans in currencies other than the local currency of the customer's jurisdiction, i.e. many of Erste Group's retail and corporate customers in Hungary, Romania, Croatia, Serbia and Austria have taken out loans which are denominated in currencies other than their relevant local currencies (primarily in EUR, USD and CHF) ("**FX loans**"). As the value of the local currency declines versus the foreign currencies of such loans, as occurred in certain CEE countries during the economic downturn, the effective cost of the foreign currency denominated loan to the local customer may increase substantially, which can lead to delinquent payments on customer loans, migration of previously highly-rated loans into lower-rated categories and, ultimately, increases in NPL and impairment charges.

A proportion of FX loans, especially the mortgage loans in CHF in Austria, which most of them have already been signed some years ago, are bullet repayment loans (*endfällige Verbraucherkredite*) which are secured by a repayment vehicle (*Tilgungsträger*). Adverse movements in the market price of such instruments for accumulating capital for bullet repayment and foreign currency risk applicable to repayment vehicles denominated in currencies other than the currency of the customer's jurisdiction may negatively affect the position of the loan secured by such repayment vehicle. This may increase the risk of a debtor defaulting under the loan.

Potential higher interest rates in countries of Erste Group's core markets could result in more debtors to be unable to repay their loans according to their contractual terms and consequently lead to an increase of Erste Group's NPL.

Deterioration in the quality of Erste Group's credit portfolio and increases in NPL may result in increased risk costs for Erste Group. Erste Group's risk costs are based on, among other things, its analysis of current and historical probabilities of default and loan management methods and the valuation of underlying assets and expected available income of clients, as well as other management assumptions. Erste Group's analyses and assumptions may prove to be inadequate and might result in inaccurate predictions of credit performance.

The new impairment model under IFRS 9 requires recognition of credit loss allowances ("**CLA**") based on expected credit losses ("**ECL**") rather than only incurred credit losses as is the case under IAS 39. It applies to credit risk exposures stemming from debt instruments classified at amortized cost ("**AC**") or fair value through other comprehensive income ("**FVOCI**"), lease receivables, financial guarantee contracts and certain loan commitments.

For credit risk exposures that are not credit-impaired at initial recognition, Erste Group will recognise CLA at an amount equal to 12-month ECL (referred to as stage 1) for as long as no significant increase in credit risk since initial recognition (SICR) is identified at the reporting date. In the other cases, the CLA is measured at lifetime ECL and the related instruments are referred to as stage 2, unless they are found to be credit-impaired at the reporting date (referred to as stage 3). For purchased or originated credit-impaired financial assets ("**POCI**"), only adverse changes in lifetime ECL after the initial recognition are distinctly recognised as CLA, whilst favourable changes are recognized as impairment gains increasing the carrying amount of the related POCI assets. The measurement of ECL reflects a probability-weighted outcome, the time value of money and reasonable and supportable forward-looking information.

For lease receivables and trade receivables containing a significant financing component (where Erste Group also includes its factoring receivables), IFRS 9 allows a simplified impairment approach, whereby credit loss allowances are always measured at lifetime ECL. Erste Group will not apply this simplification.

Transition to IFRS 9 resulted in an increase of the 2018 opening balance of credit loss allowances compared to the 2017 closing balance of loan loss provisions under IAS 39 (including provisions for off-balance exposures treated under IAS 37) of 4.4%. This change includes both equity-neutral changes and changes that impact accounting equity. Also, it combines effects due to changes in the scope of impairment and changes triggered by the adoption of the expected loss model.

Overall, the IFRS 9 transition resulted in a decrease of Erste Group's consolidated accounting equity by EUR 0.6 billion, thereof EUR 0.4 billion represents an increase in retained earnings (accumulated effects which would have impacted profit or loss in previous periods, in connection with all financial instruments subject to classification-driven re-measurement and/or ECL calculation upon transition) and EUR 1.1 billion represents a negative impact to accumulated other comprehensive income (OCI) (accumulated effects which would have impacted other comprehensive income in previous periods, in connection with both financial assets classified at FVOCI and financial liabilities retrospectively designated at fair value through profit or loss ("FVTPL") upon transition). Further, the associated impact on common equity tier 1 ("CET 1") ratio is close to 0.

In 2017, management continued to focus on critical NPL portfolios and improved the overall portfolio quality. Risk costs significantly decreased throughout the year driven by loan loss releases, due to the active management of the NPL stock. NPL portfolio sales especially in Romania, Ukraine and Croatia contributed to the clean-up activities as well as write-offs. The majority of NPL recoveries resulted from going concern and traditional gone concern workout activities. Therefore the recoveries from workout activities outweighed new NPL inflows. On the basis of an increasing performing portfolio and the significant decrease in risk costs, the NPL portfolio as well as the NPL ratio have been further reduced. The overall NPL coverage ratio (ratio of risk provisions for loans and advances to customers on Erste Group's balance sheet as a percentage of NPL and advances to customers) of problematic portfolios corresponds well with the defined workout strategies (e.g. going concern, gone concern or portfolio sale).

Erste Group seeks to maintain an NPL coverage ratio that, in management's judgement, is appropriate to cover potential credit losses. However, there can be no assurances that the current NPL coverage ratio will not decline in the future, that annual risk costs will not increase or that the NPL coverage ratio will prove to be sufficient.

Deterioration in credit quality may continue in certain countries where Erste Group operates and could even intensify if economic conditions remain difficult or if improving business climates are temporary. In addition, unanticipated political events or a lack of liquidity in certain CEE economies could result in credit losses which exceed the amount of Erste Group's loan loss provisions.

Each of the above factors has had in the past and could have in future periods a material adverse effect on Erste Group's results of operations, financial condition and capital base.

**Erste Group is subject to significant counterparty risk, and defaults by counterparties may lead to losses that exceed Erste Group's provisions.**

In the ordinary course of its business, Erste Group is exposed to the risk that third parties who owe Erste Group money, securities or other assets will not perform their obligations. This exposes Erste Group to the risk of counterparty defaults, which have historically been higher during periods of economic downturn.

In the ordinary course of its business, Erste Group is exposed to a risk of non-performance by counterparties in the financial services industry. This exposure can arise through trading, lending, clearance and settlement and many other activities and relationships. These counterparties include brokers and dealers, custodians, commercial credit institutions, investment banks, mutual and hedge funds, and other institutional clients. Many of these relationships expose Erste Group to credit risk in the event of counterparty default. In addition, Erste Group's credit risk may be exacerbated when the collateral it holds cannot be realised or is liquidated at prices below the level necessary to recover the full amount of the loan or cover the full amount of derivative exposure. Many of the hedging and other risk management strategies utilised by Erste Group also involve transactions with financial services counterparties. A weakness or insolvency of these counterparties may impair the effectiveness of Erste Group's hedging and other risk management strategies. Erste Group will incur losses if its counterparties default on their obligations. If a higher than expected proportion of Erste Group's counterparties default, or if the average amount lost as a result of defaults is higher than expected, actual losses due to counterparty defaults will exceed the amount of provisions already made. If losses due to counterparty defaults significantly exceed

the amounts of Erste Group's provisions' stock or require an increase in provisions, this could have a material adverse impact on Erste Group's business, financial condition and results of operations.

Concerns about potential default by a financial institution can lead to significant liquidity problems, losses or defaults by other financial institutions, as the commercial and financial soundness of many financial institutions is interrelated due to credit, trading and other relationships. Even a perceived lack of creditworthiness may lead to market-wide liquidity problems. This risk is often referred to as "systemic risk", and it affects credit institutions and all other types of intermediaries in the financial services industry. Systemic risk could lead to a need for Erste Group, as well as other credit institutions in the markets in which Erste Group operates, to raise additional capital, while at the same time making it more difficult to do so. Systemic risk could therefore have a material adverse effect on Erste Group's business, financial condition, results of operations, liquidity and/or prospects.

**Erste Group's hedging strategies may prove to be ineffective.**

Erste Group utilises a range of instruments and strategies to hedge risks. Unforeseen market developments may have a significant impact on the effectiveness of hedging measures. Instruments used to hedge interest and currency risks can result in losses if the underlying financial instruments are sold or if valuation adjustments must be undertaken. Gains and losses from ineffective risk-hedging measures can increase the volatility of the results of operation generated by Erste Group, which could have a material adverse effect on Erste Group's business and financial condition. Moreover, the portion of the transaction that is considered as ineffective hedge does not qualify for hedge accounting treatment, and may therefore increase the volatility of earnings.

**Erste Group is generally exposed to market volatility when it comes to loans covered by real estate collateral.**

Presently, the economic surroundings are relative stable in the CEE region and therefore, the collateral values are steady. The real estate market prices have shown in general an upward trend in the last years. Collateral values, however, are strongly correlated to the real estate market price development. If the market conditions take a turn for the worse, collateral values will be negatively influenced.

The development of the commercial and residential real estate market highly depends on the economic progress of the CEE. In certain countries the economic surroundings are highly influenced by political forces, and this could have a negative impact (risk) on the real estate market.

**Market fluctuations and volatility may adversely affect the value of Erste Group's assets, reduce profitability and make it more difficult to assess the fair value of certain of its assets.**

Financial markets could face periods of significant stress conditions when steep falls in perceived or actual values of assets held by credit institutions and other financial institutions could be accompanied by a severe reduction in market liquidity. Prices of the financial assets in the Eurozone have been driven up by the ECB monetary policy measures applied since 2015, whose termination would lead to financial assets price adjustment. Future deteriorations in economic and financial market conditions could lead to impairment charges or revaluation losses. Despite recent robustness of both economic and financial market conditions in the markets in which Erste Group is active, the value of financial assets may start to fluctuate significantly and materially impact Erste Group's capital and comprehensive income.

Market volatility and illiquidity may make revaluation of certain exposures difficult, and the value ultimately realised by Erste Group may be materially different from the current or estimated fair value. In addition, Erste Group's estimates of fair value may differ materially both from similar estimates made by other financial institutions and from the values that would have been used if a market for these assets had been readily available. Any of these factors could require Erste Group to recognise further revaluation losses or realise impairment

charges, any of which may adversely affect its business, financial condition, results of operations, liquidity or prospects.

**Erste Group is subject to the risk that liquidity may not be readily available.**

Erste Group relies on customer deposits to meet a substantial portion of its funding requirements. The majority of Erste Group's deposits are retail deposits, a significant proportion of which are demand deposits. Such deposits are subject to fluctuation due to factors outside Erste Group's control, and Erste Group can provide no assurances that it will not experience a significant outflow of deposits within a short period of time. Because a significant portion of Erste Group's funding comes from its deposit base, any material decrease in deposits could have a negative impact on Erste Group's liquidity unless corresponding actions were taken to improve the liquidity profile of other deposits or to reduce liquid assets, which may not be possible on economically beneficial terms, if at all.

As credit providers, group companies of Erste Group are exposed to market liquidity risk, which arises from an inability to easily sell an asset because there is inadequate market liquidity or market disruption. They are also exposed to funding liquidity risk, which is an exposure to losses arising out of a change in the cost of refinancing, or from a spread over a certain horizon and confidence level, or from insolvency of counterparties, which may result in difficulties in meeting future payment obligations, either in full, on time or on economically beneficial terms.

Credit and money markets worldwide have experienced and continue to experience a reluctance of credit institutions to lend to each other because of uncertainty as to the creditworthiness of the borrowing credit institution. Even a perception among market participants that a financial institution is experiencing greater liquidity risk may cause significant damage to the institution, since potential lenders may require additional collateral or other measures that further reduce the financial institution's ability to secure funding. This increase in perceived counterparty risk has led to further reductions in the access of Erste Group, along with other credit institutions, to traditional sources of liquidity, and may be compounded by further regulatory restrictions on funding and capital structures as well as calculation of regulatory capital and liquidity ratios.

If Erste Group has difficulty in securing adequate sources of short- and long-term liquidity or if there were material deposit outflows this would have a material adverse effect on its business, financial condition and results of operations.

**Credit rating agencies may suspend, downgrade or withdraw a credit rating of Erste Group Bank and/or a local entity that is part of Erste Group or a country where Erste Group is active, and such action might negatively affect the refinancing conditions for Erste Group Bank, in particular its access to debt capital markets.**

Erste Group Bank's credit ratings are important to its business. A credit rating is the opinion of a credit rating agency on the credit standing of an issuer, i.e., a forecast or an indicator of a possible credit loss due to insolvency, delay in payment or incomplete payment to the investors. It is not a recommendation to buy, sell or hold securities. Such credit ratings have been issued by credit rating agencies established in the European Community and registered under the CRA Regulation. Erste Group Bank is rated by the following credit rating agencies: Standard & Poor's, Moody's and Fitch.

A credit rating agency may in particular suspend, downgrade or withdraw a credit rating. A credit rating may also be suspended or withdrawn if Erste Group were to terminate the agreement with the relevant credit rating agency or to determine that it would not be in its interest to continue to supply financial data to a credit rating agency. A downgrading of the credit rating may lead to a restriction of access to funds and, consequently, to higher refinancing costs. A credit rating could also be negatively affected by the soundness or perceived soundness of other financial institutions.

A credit rating agency may also suspend, downgrade or withdraw a credit rating concerning one or more countries where Erste Group operates or may publish unfavourable reports or outlooks for a region or country where Erste Group operates. Moreover, if a credit rating agency suspends, downgrades or withdraws a credit rating or publishes unfavourable reports

or outlooks on Austria or any other country where Erste Group operates, this could increase the funding costs of Erste Group.

Rating actions of credit rating agencies may also be triggered by changes in their respective rating methodology, their assessment of government support, as well as by regulatory activities (e.g. introduction of bail-in regimes).

Any downgrade of the credit rating of Erste Group Bank or any member of Erste Group, or of the Republic of Austria or any other country in which Erste Group has significant operations, could have a material adverse effect on its liquidity and competitive position, undermine confidence in Erste Group, increase its borrowing costs, limit its access to funding and capital markets or limit the range of counterparties willing to enter into transactions with Erste Group and would as a consequence have a material adverse effect on its business, financial condition and results of operations.

**New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.**

There are numerous ongoing initiatives for developing new, implementing, amending and more strictly enforcing existing regulatory requirements applicable to European credit institutions, including Erste Group, at national and international levels. Such initiatives which aim to continuously enhance the banking regulatory framework (also in response to the past global financial crisis and the European sovereign debt crisis), *inter alia*, include the following:

- *Changes in Recognition of Own Funds.*

Due to regulatory changes, certain existing capital instruments (which have been issued in the past) will be subject to (gradual) exclusion from own funds (grandfathering) or reclassification as a lower category of own funds. For example, existing hybrid capital instruments will, over time, be phased out.

- *SREP Requirements.*

Erste Group is subject to SREP requirements stipulated in § 70 (4a) and (4b) in connection with § 77c and § 77d of the Austrian Banking Act (*Bankwesengesetz – "BWG"*), implementing Articles 97, 98, 104 (1) and 113 CRD IV and Article 16 of the Council Regulation (EU) No 1024/2013 (*Single Supervisory Mechanism Regulation*) determined by the annual Supervisory Review and Evaluation Process ("**SREP**") by the ECB. Depending on the business model, governance and risk management, capital adequacy and the liquidity situation of a credit institution, each year the competent authority (i.e. in case of Erste Group the ECB) sets an individual additional own funds requirement for each credit institution (group). This requirement also takes into account results from the latest stress tests and needs to be met by the sort of capital (CET 1 capital, Additional Tier 1 ("**AT 1**") capital or Tier 2 capital) set by the ECB. Depending on the situation of the credit institution (group), SREP requirements may vary annually. According to ECB's SREP methodology 2017 (initially communicated by the ECB in July 2016), the SREP requirements have been split into (i) a hard Pillar 2 requirement located above the 4.5 per cent. CET 1 Pillar 1 requirement, but below the combined buffer requirement (see below) and (ii) a soft Pillar 2 guidance located above the combined buffer requirement. This methodology has been further amended and detailed in the European Banking Authority's ("**EBA**") consultation paper on "Draft Guidelines for common procedures and methodologies for the supervisory review and evaluation process (SREP)" from 31 October 2017. A breach of the Pillar 2 guidance may result in increased non-public supervisory action to improve capitalisation of the relevant credit institution. Increasing Pillar 2 requirements for Erste Group or its individual members could trigger additional pressure on the capitalisation of Erste Group and/or its individual entities requiring unplanned adaptations.

- **Combined Buffer Requirements.**
  - §§ 23 to 23d BWG which implement Articles 128 to 140 CRD IV into national law in Austria require institutions to maintain in addition to the CET 1 capital maintained to meet the own funds requirements imposed by the CRR and potentially any Pillar 2 additional own funds requirement specific capital buffers to be met with CET 1 capital. The Austrian Capital Buffers Regulation (*Kapitalpuffer-Verordnung – "KP-V"*) of the FMA further stipulates the calculation, determination and recognition of the countercyclical buffer rate pursuant to § 23a(3) BWG, the determination of the capital buffer rate for systemic vulnerability and for systemic concentration risk (= systemic risk buffer) pursuant to § 23d(3) BWG (in case of Erste Group to be applied on an individual and on a consolidated level) and of the capital buffer for other systemically important institutions ("**O-SIIs**") pursuant to § 23c(5) BWG (in case of Erste Group to be applied on a consolidated level), and the more precise elaboration of the calculation basis pursuant to § 24(2) BWG concerning the calculation of the maximum distributable amount. These buffer requirements are gradually being phased in from 1 January 2016 until 1 January 2019.

§ 23(1) BWG requires credit institutions to maintain a capital conservation buffer equal to 2.5% of their total risk exposure amount calculated in accordance with Article 92(3) CRR and subject to the respective phasing-in rules.

§ 23a(1) BWG requires credit institutions to also maintain a countercyclical capital buffer. Pursuant to the KP-V, the countercyclical buffer rate is currently set at 0.00% for significant credit exposures located in Austria. In addition, national countercyclical buffers determined by the designated authorities of other Member States and third countries for significant credit exposures located in their respective territories apply. However, if a (national) countercyclical buffer rate has been determined in excess of 2.50%, a rate of 2.50% shall apply, unless the FMA has recognised a rate exceeding 2.50%. The KP-V specifies that the institution specific countercyclical capital buffer rate is a weighted average of all applicable national countercyclical capital buffers based on the respective total risk exposure.

In this regard, the following countercyclical buffer rates above 0.00% apply to Erste Group on the total risk exposure in other jurisdictions: a 1.00% countercyclical buffer in the Czech Republic since 1 July 2018 (1.25% as of 1 January 2019) and a 1.25% countercyclical buffer in the Slovak Republic as of 1 August 2018. For Erste Group (which qualifies as an O-SII), the KP-V stipulates a systemic risk buffer (to be applied on an individual and on a consolidated level) and an O-SII buffer (to be applied on a consolidated level), each totalling 1.00% (since 1 January 2018) and 2.00% (as of 1 January 2019). According to the BWG (and therefore in the case of Erste Group), in general, the higher of such capital buffer rates at any given time applies.

As a result, the combined buffer requirement for Erste Group is the total CET 1 capital required to meet the capital conservation buffer extended by an institution-specific countercyclical buffer, an O-SII buffer and a systemic risk buffer (on an individual and/or on a consolidated level). On 4 July 2018, the Austrian Financial Market Stability Board (*Finanzmarktstabilitätsgremium – FMSG*) adopted a recommendation for extending the list of (other) systemically important banks and also concluded that banks may also be systemically relevant at the unconsolidated level.

On 23 November 2016, the European Commission published a proposal for a European Directive amending the CRD IV. The proposed amendments, *inter alia*, are intended to clarify the conditions for the application of Pillar 2 capital

add-ons stemming from the CRD IV (Article 104(1)(a) CRD IV), distinguishing between:

- Pillar 2 capital requirements that are mandatory and imposed by supervisors to address risks not covered or not sufficiently covered by Pillar 1 and buffer capital requirements; and
- Pillar 2 capital guidance that refers to the possibility of competent authorities to communicate to an institution their expectations for such institution to hold capital in excess of Pillar 1 capital requirement, Pillar 2 capital requirements and combined buffer requirements in order to cope with forward looking and remote situations.

The proposal furthermore clarifies that the use of Pillar 2 capital add-ons are institution-specific measures that should be used to address specific situations, but not to deal with macro-prudential or systemic risks. It further provides that Pillar 2 capital add-ons should be confined to a purely micro-prudential perspective.

In March 2018, the Bulgarian Presidency of the Council put forward a proposal to remove the concept of (MREL) guidance and to move the market confidence buffer from the guidance to the MREL requirement. In the same proposal, a new minimum mandatory subordination requirement for "top tier banks" (i.e. consolidated balance sheet at resolution group level above EUR 75 billion) is mentioned. The proposal of the Bulgarian Presidency of the Council could amount to stricter rules than the European Commission proposal, but is also subject to change and further legislative procedure.

- Erste Group reports since the end of the second quarter of 2017 on consolidated level a risk-weighted assets ("**RWA**")-add-on in view of the calculation of RWA for credit risk in Banca Comercială Română ("**BCR**") in the amount of around EUR 2.4 billion. This RWA increase front-loads the expected difference in BCR between the treatments of exposures under the standardised approach compared to the treatment under the internal ratings based ("**IRB**") approach and is limited in time until the authorisation of the IRB-approach in BCR.

Furthermore, Erste Group is reporting on consolidated level since the third quarter of 2017 - due to a decision of the ECB in the context of its supervisory assessments in view of deficiencies in credit risk models – an RWA-add-on of around EUR 1.7 billion until these deficiencies will be addressed in the course of an update of these models.

- *BCBS' Reviews of Banking Regulatory Framework.*

As part of its continuous effort to enhance the banking regulatory framework, the Basel Committee of Banking Supervision ("**BCBS**") has reviewed different aspects and approaches under the Basel III framework. In this regard, on 7 December 2017, the BCBS announced to have finalised the Basel III framework reforms. A key objective of the revisions incorporated into the framework is to reduce excessive variability of RWA which will help restoring credibility in the calculation of RWA by: (i) enhancing the robustness and risk sensitivity of the standardised approaches for credit risk and operational risk, which will facilitate the comparability of credit institutions' capital ratios; (ii) constraining the use of internally modelled approaches; and (iii) complementing the risk-weighted capital ratio with a finalised leverage ratio and a revised and robust capital floor. The revised standards will take effect from 1 January 2022 (which will constitute both the implementation and regulatory reporting date for the revised framework) – parts of the reform including the output floor, will be phased in over a period of five years commencing in 2022. As the agreed standards constitute minimum standards, jurisdictions may elect to adopt more conservative standards. Accordingly, the implementation of the amendments to the Basel III framework within the European Union may go beyond the Basel standards and provide for European specificities. Moreover, jurisdictions will be considered compliant with the Basel III framework if they

do not implement any of the internally modelled approaches and instead implement the standardised approaches. In addition, BCBS also announced that a high-level task force set up to review the regulatory treatment of sovereign exposures in the Basel III framework and to recommend potential policy options has not reached a consensus at this stage to make any changes to the treatment of sovereign exposures, but for the time being only has published a discussion paper. Therefore, currently no firm conclusions regarding the impact on the future capital requirements and their impact on the capital requirements for Erste Group can be made.

- *Bank Recovery and Resolution Legislation.*

The Directive 2014/59/EU (*Bank Recovery and Resolution Directive - "BRRD"*) has been implemented in Austria into national law by the Austrian Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz – "BaSAG"*). Institutions, *inter alia*, have to meet, at all times, the MREL set by the resolution authority on a case-by-case basis. Measures undertaken under the BRRD/BaSAG may also have a negative impact on debt instruments by allowing resolution authorities to order the write-down of such instruments or convert them into instruments of ownership (see also the risk factor "*The Certificates may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Security Holders losing some or all of their investment in the Certificates (statutory loss absorption)*"). Apart from potentially being subject to resolution tools and other powers as set out under the SRM, the Issuer may also be subject to national insolvency proceedings.

- *Single Resolution Mechanism for European Banks.*

The Single Resolution Mechanism ("**SRM**") which started operationally in January 2016 is one of the components of the Banking Union, alongside the Single Supervisory Mechanism ("**SSM**") and a common deposit guarantee scheme. It is set to centralise key competences and resources for managing the failure of a credit institution in the participating Member States of the Banking Union. Under the SRM, the Single Resolution Board ("**SRB**") is, in particular, responsible for adopting resolution decisions in close cooperation with the ECB, the European Commission and the national resolution authorities in case of a failing (or likely failing) of a significant entity subject to direct supervision of the ECB, such as the Issuer (see also the risk factor "*The Certificates may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Security Holders losing some or all of their investment in the Certificates (statutory loss absorption)*"). The SRM complements the SSM and aims to ensure that if a credit institution subject to the SSM faces serious difficulties, its resolution can be managed efficiently with minimal costs to taxpayers and the real economy.

The SRM is governed by: (i) the Regulation (EU) No 806/2014 (*Single Resolution Mechanism Regulation – "SRM Regulation"*) covering the main aspects of the mechanism and broadly replicating the BRRD rules on the recovery and resolution of credit institutions; and (ii) an intergovernmental agreement related to some specific aspects of the Single Resolution Fund ("**SRF**").

- *EU Banking Reform Package of the European Commission and the European Council.*

On 23 November 2016, the European Commission published proposals for the revision of the CRD IV and the CRR as well as of the BRRD and the SRM Regulation. The proposal builds on existing EU banking rules and aims to complete the post-crisis regulatory agenda of the European Commission. The proposals, which have been submitted to the European Parliament and to the Council for their consideration and adoption, include the following key elements: (i) more risk-sensitive capital requirements, in particular in the area of market risk, counterparty credit risk, and for exposures to central counterparties; (ii) a binding leverage ratio to prevent institutions from excessive leverage; (iii) a binding net stable funding ratio to address the excessive reliance on short-term wholesale funding and to reduce long-term funding risk; and (iv) the total loss absorbing capacity ("**TLAC**") requirement for global systemically important banks ("**G-SIBs**") which will be integrated into the MREL logic applicable to



all credit institutions. It also proposes a harmonised national insolvency ranking of unsecured debt instruments to facilitate credit institutions' issuance of such loss absorbing debt instruments. The Directive (EU) 2017/2399 has to be transposed into national law by the Member States by 29 December 2018 at the latest. In Austria, the relevant amendments to § 131 BaSAG have already entered into force on 30 June 2018. (see also the risk factor "*In the case of the Issuer's insolvency, deposits have a higher ranking than the claims of the Security Holders under the Certificates.*").

On 25 May 2018, the European Council announced that an agreement was reached on its stance on the proposed amendments at a meeting of the Economic and Financial Affairs Council and that the EU presidency was asked to start negotiations with the European Parliament as soon as the European Parliament is ready to negotiate. In late June 2018, the European Parliament's Committee on Economic and Monetary Affairs adopted its full report on the scheduled three-way talks with the European Commission and the European Council ("trilogue") to begin after the announcement of the text in the European Parliament's July plenary session.

Currently, no firm conclusions regarding the impact on the potential future capital requirements and consequently how this will affect the capital requirements for Erste Group can be made.

- **MREL.**

In order to ensure the effectiveness of bail-in and other resolution tools introduced by the BRRD, the BRRD requires that all institutions must meet an individual MREL requirement, currently to be calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities, with effect from 1 January 2016. In this regard, the European Commission issued a Delegated Regulation supplementing the BRRD, which specifies the current criteria for setting MREL ("**MREL Delegated Regulation**"). The MREL Delegated Regulation requires each resolution authority to make a separate determination of the appropriate MREL requirement for each group or institution within its jurisdiction, depending on the institution's resolvability, risk profile, systemic importance and other characteristics. As of the date of the Prospectus, no MREL has been set for Erste Group.

On 9 November 2015, the Financial Stability Board ("**FSB**") published its final principles and term sheet containing an international standard to enhance the loss absorbing capacity of G-SIBs. In the most recent updated G-SIB list published by the FSB on 21 November 2017, Erste Group is not included and therefore, currently would not be subject to the TLAC standard as such. However, on-going work on the EU level intended to align TLAC implementation with the existing MREL framework, may have an impact on Erste Group.

The EU banking reform package of the European Commission published on 23 November 2016 also includes proposals for the revision of the CRR, the BRRD and the SRM Regulation in order to implement the TLAC standard rules by avoiding the application of two parallel requirements. Although TLAC and MREL pursue the same regulatory objective, there are some differences between them in the way they are constructed. The European Commission proposals intend to integrate the TLAC requirements into the existing MREL requirements and intend to ensure that both requirements are met with mainly similar instruments defined for TLAC and MREL in the revised CRR and via reference to the revised CRR in the revised BRRD and SRM Regulation respectively, except for the subordination requirement, which, for the purposes of MREL, will be institution-specific and determined by the resolution authority. The proposals require the introduction of limited adjustments to the existing MREL rules ensuring technical consistency with the structure of any requirements for G-SIBs. In particular, technical amendments to the existing rules on MREL are needed to align them with the TLAC standard regarding inter alia the denominators used for measuring loss-absorbing capacity, the interaction with

capital buffer requirements, disclosure of risks to investors, and their application in relation to different resolution strategies.

On 20 December 2017, the EBA has published an updated quantitative analysis on the MREL, based on the same methodology and assumptions developed in the context of its (final) MREL report published in December 2016.

While the general goal of these proposals is now well understood, it is too early to confirm the exact amendments that will be introduced, the timing of their introduction and consequently the precise impact on the Issuer.

It is possible that the Issuer has to issue additional eligible liabilities, which qualify for MREL purposes (including, potentially, further Tier 2 instruments, other subordinated debt and/or certain other types of debt ranking senior to subordinated notes) in order to meet the additional requirements (see also the risk factor "*The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities.*").

- *European Banking Authority's 2018 EU-wide Stress Test.*

The Issuer participates in the 2018 EU-wide stress test initiated by EBA. The exercise covers 70% of the EU banking sector and aims to assess EU credit institutions' ability to meet relevant supervisory capital ratios during an adverse economic shock. It is based on the common methodology and results will inform the 2018 SREP. For credit institutions starting to report under IFRS 9 in 2018, the 2018 EU-wide stress test takes into account the impact of the implementation of IFRS 9. The 2018 EU-wide stress test exercise was launched on 31 January 2018 with a release of the macroeconomic scenario and publication of results by EBA is scheduled for 2 November 2018.

- *MiFID II and MiFIR.*

The regulatory framework for investment services and regulated markets is updated by MiFID II and by the Regulation (EU) No 600/2014 (*Markets in Financial Instruments Regulation - "MiFIR"*) and applies since 3 January 2018. In Austria, MiFID II has been implemented by the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018 – WAG 2018*). Due to increased regulatory requirements, there are also increased costs for the Issuer. As many issues with regard to the application of these changes currently remain unclear in practice, the full impact of MiFID II and MiFIR remains uncertain for the Issuer.

- *Stricter and Changing Accounting Standards.*

Prospective changes in accounting standards as well as those imposing stricter or more extensive requirements to carry assets at fair value, could impact Erste Group's capital needs.

Additional, stricter and/or new regulatory requirements may be adopted in the future, and the existing regulatory environment in many markets in which Erste Group operates continues to evolve. New governmental or regulatory requirements and changes in levels of adequate capitalisation, liquidity and leverage could lead to increased capital and liquidity requirements or standards. The substance and scope of any such (new or amended) laws and regulations as well as the manner in which they are (or will be) adopted, enforced or interpreted may increase Erste Group's financing costs and could have an adverse effect on Erste Group's business, financial condition, results of operations and prospects. Furthermore, governmental and central bank action in response to the past global financial crisis could significantly affect competition and may affect investors of financial institutions, such as the Issuer.

In addition to complying with capital requirements on a consolidated basis of Erste Group, the Issuer itself is also subject to capital requirements on an unconsolidated basis. Furthermore, members of Erste Group which are subject to local supervision in their country of incorporation are, on an unconsolidated and/or on a (sub-)consolidated basis, also required to comply with applicable local regulatory capital requirements and demands. It is therefore possible that individual entities within Erste Group or sub-groups require additional capital, even though the capital of Erste Group is sufficient.

Legislative and/or regulatory changes in the current definitions of what is deemed to qualify as own funds could reduce Erste Group's eligible capital and/or require reducing the RWA of the Issuer or Erste Group both on an individual and/or a consolidated basis. There can be no assurance that, in the event of any further changes of the applicable rules, adequate grandfathering or transition periods will be implemented to allow Erste Group to repay or replace such derecognised capital instruments in a timely fashion or on favourable terms. Erste Group may therefore need to obtain additional capital in the future which may not be available on attractive terms or at all.

Further, any such regulatory development may expose Erste Group to additional costs and liabilities which may require Erste Group to change its business strategy or otherwise have a negative impact on its business, the offered products and services as well as the value of its assets. There can be no assurance that Erste Group would be able to increase its eligible capital (or, thus, its capital ratios) sufficiently or on time. If Erste Group is unable to increase its capital ratios sufficiently and/or comply with (other) regulatory requirements, its credit ratings may drop and its cost of funding may increase, and/or the competent authorities may impose fines, penalties or other regulatory measures. The occurrence of all such consequences could have a material adverse effect on Erste Group's business, financial condition and results of operations.

**The Issuer is subject to the risk of changes in the tax framework, in particular regarding bank tax and the introduction of a financial transaction tax.**

The future development of the Issuer's assets, financial and profit position, *inter alia*, depends on the tax framework. Every future change in legislation, case law and the tax authorities' administrative practice may negatively impact on the Issuer's assets, financial and profit position.

The Issuer is subject to bank tax (*Stabilitätsabgabe*) pursuant to the Austrian Bank Tax Act (*Stabilitätsabgabegesetz*). The tax basis is the average unconsolidated balance sheet total. It is reduced, *inter alia*, by secured deposits, subscribed capital and reserves, certain export finance related liabilities for which the Republic of Austria has posted guarantees and certain liabilities resulting from the holding of assets on trust. The tax rate is 0.024% for that part of the tax basis exceeding EUR 300 million but not exceeding EUR 20 billion and 0.029% for that part exceeding EUR 20 billion. However, the bank tax must neither exceed certain statutorily defined limits (*Zumutbarkeitsgrenze* and *Belastungsobergrenze*) nor undercut a minimum amount. In addition, a special payment of 0.211% for that part of the tax basis exceeding EUR 300 million but not exceeding EUR 20 billion and of 0.258% for that part exceeding EUR 20 billion shall be paid generally in four instalments in the first quarters of the years 2017 to 2020.

Pursuant to the proposal by the European Commission for a Council Directive implementing enhanced cooperation in the area of financial transaction tax eleven EU Member States, i.e. Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, the Slovak Republic, Slovenia and Spain ("**Participating Member States**") shall charge a financial transaction tax ("**FTT**") on financial transactions as defined if at least one party to the transaction is established in the territory of a Participating Member State and a financial institution established in the territory of a Participating Member State is party to the transaction, acting either for its own account or for the account of another person, or is acting in the name of a party to the transaction (residency principle). In addition, the proposal contains rules pursuant to which a financial institution and, respectively, a person which is not a financial institution are deemed to be established in the territory of a Participating Member State if they are parties to a financial transaction in certain instruments issued within the territory of that Participating Member State (issuance principle). According to a publication by the Council of the European Union dated 8 December 2015, shares and derivatives shall be taxed initially. All Participating Member States except for Estonia have agreed on main features of the tax base, but not on the respective tax rates. It is unclear whether an FTT will be introduced at all. The FTT as proposed by the European Commission has a very broad scope and could, if introduced, apply to certain dealings in the Certificates (including secondary market transactions) in certain circumstances. If an FTT is introduced, due to higher costs for investors there is a risk that it would result in fewer transactions taking place, thereby

negatively affecting the earnings of the Issuer. Prospective holders of the Certificates are advised to seek their own professional advice in relation to FTT.

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

Under the SRM, each institution has to ensure that it meets the MREL at all times (on an individual basis and in case of EU parent undertakings (such as Erste Group) also on a consolidated basis). Such minimum requirement currently shall be determined by the resolution authority and shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution. The scope, calculation and composition of the MREL is currently under review (see also the risk factor "*New governmental or regulatory requirements and changes in perceived levels of adequate capitalisation and leverage could subject Erste Group to increased capital requirements or standards and require it to obtain additional capital or liquidity in the future.*"). There is a risk that the Issuer may not be able to meet the MREL which could result in higher refinancing costs, regulatory measures and, if resolution measures were imposed on the Issuer, could significantly affect its business operations, could lead to losses for its creditors (including the Holders) and could result in restrictions on, or materially adversely affect the Issuer's ability to make payments on the Certificates.

**The Issuer is obliged to contribute to the Single Resolution Fund (SRF) and to *ex ante* financed funds of the deposit guarantee scheme of the savings bank sector on an annual basis.**

The SRF shall be gradually built up during the initial period of eight years (2016 - 2023) in accordance with Article 69 of the SRM Regulation and shall reach the target level of at least 1.00% of the amount of covered deposits of all credit institutions within the Banking Union by 31 December 2023.

Furthermore, the Directive 2014/49/EU (*Directive on Deposit Guarantee Schemes – DGSD*) stipulates financing requirements for the Deposit Guarantee Schemes ("**DGS**") as transposed in Austria by the Deposit Guarantee and Investor Protection Act (*Einlagensicherungs- und Anlegerentschädigungsgesetz – ESAEG*). In principle, the target level of *ex ante* financed funds for the savings bank sector DGS is 0.80% of covered deposits to be collected from credit institutions until 3 July 2024.

In addition to *ex ante* contributions, if necessary, credit institutions have to pay certain additional (*ex post*) contributions in case of a resolution of a credit institution as well as depositor protection when funds have been used for payments to failing institutions.

The obligation to contribute amounts for the establishment of the SRF and the *ex-ante* funds to the savings bank sector DGS results in additional financial burdens for the Issuer and thus, adversely affects the financial position of the Issuer and the results of its business, financial condition and results of operations.

**Erste Group's risk management strategies, techniques and internal control procedures may leave it exposed to unidentified or unanticipated risks.**

Erste Group's risk management techniques and strategies have not been, and may in the future not be, fully effective in mitigating Erste Group's risk exposure in all economic market environments or against all types of risks, including risks that it fails to identify or anticipate. Furthermore, regulatory audits or other regular reviews of the risk management procedures and methods have in the past detected, and may in the future detect, weaknesses or deficiencies in Erste Group's risk management systems. Some of Erste Group's quantitative tools and metrics for managing risks are based upon its use of observed historical market behaviour. Erste Group applies a wide variety of statistical and other tools to these observations to be able to quantify risk exposures. During the global financial crisis, the financial markets experienced unprecedented levels of volatility (rapid changes in price development) and the breakdown of historically observed correlations across asset classes, compounded by extremely limited liquidity. In this volatile market environment, Erste Group's risk management tools and metrics failed to predict some of the losses it experienced and may in the future under similar conditions of market disruption fail to predict future important

risk exposures. In addition, Erste Group's quantitative modelling does not necessarily take all risks into account and makes numerous assumptions regarding the overall environment and/or the implicit consideration of risks in the quantification approaches, which may or may not materialise. As a result, risk exposures could arise from factors not anticipated or correctly evaluated in Erste Group's statistical models.

This has limited and could continue to limit Erste Group's ability to manage its risks. If circumstances arise that Erste Group did not identify, anticipate or correctly evaluate in developing its statistical models, losses could be greater than the maximum losses envisaged under its risk management system. Furthermore, the quantifications do not take all risks or market conditions into account. If the measures used to assess and mitigate risks prove insufficient, Erste Group may experience material unanticipated losses, which could have a material adverse effect on its business, financial condition and results of operations.

**Erste Group's business entails operational risks.**

Erste Group is exposed to operational risk, which is the risk of loss resulting from inadequate or failed internal processes, people and systems as well as external events, including in particular legal, regulatory, compliance and outsourcing risks. Erste Group is susceptible to, among other things, fraud by employees or outsiders, including unauthorised transactions and operational errors, clerical or record-keeping errors and errors resulting from faulty computer or telecommunications systems. Given Erste Group's high volume of transactions, fraud or errors may be repeated or compounded before they are discovered and rectified. Consequently, any inadequacy of Erste Group's internal processes or systems in detecting or containing such risks could result in unauthorised transactions and errors, which may have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects. Erste Group may also suffer service interruptions from time to time due to failures by third-party service providers and natural disasters, which are beyond its control. Such interruptions may result in interruptions in services to Erste Group's subsidiaries and branches and may impact customer service.

**Any failure or interruption in or breach of Erste Group's information systems, and any failure to update such systems, may result in lost business and other losses.**

Erste Group relies heavily on information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in its risk management, general ledger, deposit servicing or loan origination systems. If Erste Group's information systems, including its back-up systems, were to fail, even for a short period of time, or its business continuity plans for cases of emergency would prove ineffective, it could be unable to serve some customers' needs on a timely basis and could thus lose their business.

Likewise, a temporary shutdown of Erste Group's information systems could result in costs that are required for information retrieval and verification. There can be no assurances that such failures or interruptions will not occur or that Erste Group can adequately address them if they do occur. Accordingly, the occurrence of such failures or interruptions could have a material adverse effect on Erste Group's business, financial condition, results of operations and prospects. In addition, there can be no assurances that the rollout or implementation of any new systems or processes will provide the desired benefit to Erste Group's business, or will not involve failures or business interruptions that could have a material adverse effect on its business, financial condition, results of operations and prospects. Erste Group has outsourced certain IT services and operations to external service providers and may in the future expand the scope of outsourcing arrangements in order to optimise its costs structure and increase flexibility. Unsatisfactory quality of the external providers' services could heighten or exacerbate risks associated with the failure or interruption of its information systems as well as result in additional operational deficiencies or reputational risk.

**Erste Group may have difficulty recruiting new talent or retaining qualified employees.**

Erste Group's existing operations and ability to enter new markets depend on its ability to retain existing employees and to recruit additional talents with the necessary qualifications and level of experience in banking. In many of the CEE markets in which Erste Group

currently operates, the pool of individuals with the required set of skills is still limited however growing due to increased focus of local universities and governments on implementation of competitive educational programs and development of a skilled workforce. If hiring should not be the outcome of a qualitative staff plan but happen more on an ad hoc or short term basis, the risk of high staff turnover or not creating a valid succession pool would be high. Missing leadership responsibility in setting the respective development measures or not promoting high-performers may bear the risk that qualified staff may leave Erste Group. Furthermore, nominations of employees as talents without overall valid high quality criteria may prove wrong and cause the risk of false investments and higher costs.

Increasing competition for labour in Erste Group's core markets from other international financial institutions may also make it more difficult for Erste Group to attract and retain qualified employees and may lead to rising labour costs in the future. Moreover, if caps or further restrictions under applicable remuneration rules were to be imposed on salaries or bonuses paid to executives of Erste Group Bank or its subsidiaries (including caps imposed by governments in connection with extending support to Erste Group), Erste Group's ability to attract and retain high-quality personnel could be limited and could result in losses of qualified personnel. If Erste Group is unable to attract and retain new talent in key strategic markets or if competition for qualified employees increases its labour costs, this could have a material adverse effect on Erste Group's business, financial condition and results of operations.

**Erste Group Bank may be required to provide financial support to troubled banks in the *Haftungsverbund*, which could result in significant costs and a diversion of resources from other activities.**

In 2002, the *Haftungsverbund* was formed pursuant to the *Grundsatzvereinbarung* among the majority of Austrian savings banks. The purpose of the *Haftungsverbund* was to establish a joint early-warning system as well as a cross-guarantee for certain liabilities of the member savings banks and to strengthen the cooperation of the Savings Banks Sector (except UniCredit Bank Austria AG) in the Austrian market.

In 2013, the cooperation between the savings banks was intensified. The aim of the new agreement which entered into force on 1 January 2014, is the intensification of the group steering and the setting up of an institutional protection scheme (Article 113(7) CRR) and a cross-guarantee scheme (Article 4(1)(127) CRR) in order to fulfil the requirements of Article 84(6) CRR to recognize any minority interest arising within the cross-guarantee scheme in full and in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the *Haftungsverbund*.

Under the *Haftungsverbund*, Erste Group Bank and all other member savings banks are obliged to provide financially troubled members with specified forms of financial and management support and, in the event of a member's insolvency, to contribute to the repayment of certain protected deposits. The member savings banks agreed that a part of the funds has to be *ex ante* financed in the form of special funds, whereas the *Haftungsverbund GmbH* ("**Steering Company**") alone has access to these special funds and is obliged to use all other options available before availing itself of the special funds. In order to build up the special fund, all savings banks contribute on a quarterly basis until it reaches its final size of EUR 250 million after 10 years. Under the *Haftungsverbund*, member savings banks are also required to follow specific credit and risk management guidelines for providing and managing loans and for identifying, measuring, managing and limiting risks. This is effectively set and monitored indirectly by Erste Group Bank although Erste Group Bank does not exercise direct operational control over the management of the member savings banks. These requirements are often more detailed and strict than those previously in place at certain of the individual savings banks. Erste Group Bank may be required to provide support and repay certain protected deposits even where there has been non-compliance by one or more members of the *Haftungsverbund* with the risk management requirements, although Erste Group Bank may exercise little direct control over the management of the member savings bank. Consequently, Erste Group Bank's ability to manage the risk associated with the financial obligations it has assumed under the *Haftungsverbund* will depend on its ability to enforce the risk management requirements of the system. Erste Group Bank may be obliged to provide liquidity, take other measures and incur significant costs in the event that another savings

bank in the *Haftungsverbund* experiences financial difficulties or becomes insolvent or in order to prevent one of the savings banks from experiencing financial difficulties. This could require Erste Group Bank to utilise resources in a manner that could have a material adverse effect on Erste Group Bank's business, financial condition and results of operations.

**Changes in interest rates are caused by many factors beyond Erste Group's control, and such changes can have significant adverse effects on its financial results, including net interest income.**

Erste Group derives the majority of its operating income from net interest income. Interest rates are sensitive to many factors beyond Erste Group's control, such as inflation, monetary policies set by central banks and national governments, the innovation of financial services and increased competition in the markets in which Erste Group operates, domestic and international economic and political conditions, as well as other factors. While the competitive pressure on the margins is a rather obvious factor, also changes in the absolute level of the interest rate environment can affect the spread between the rate of interest that a credit institution pays to borrow funds from its depositors and other lenders and the rate of interest that it charges on loans it extends to its customers. If the interest margin decreases, net interest income will also decrease unless Erste Group is able to compensate such decrease by increasing the total amount of funds it lends to its customers. Ultra-low interest rate monetary policy accompanied by quantitative easing brings additional challenge to interest margin stability as the potential to re-price customers' deposits might be exhausted sooner than lending rates find their new equilibrium. Additionally, in a very low or even negative interest rate environment, Erste Group will bear increased costs of maintaining the regulatory and prudential liquidity buffers held in cash and highly liquid assets. An increase in rates charged to customers can also negatively impact interest income if it reduces the amount of customer borrowings. For competitive reasons, Erste Group may also choose to raise rates of interest it pays on deposits without being able to make a corresponding increase in the interest rates it charges to its customers. Finally, a mismatch in the structure of interest-bearing assets and interest-bearing liabilities in any given period could, in the event of changes in interest rates, reduce Erste Group's net interest margin and have a material adverse effect on its net interest income and, thereby, its business, results of operation and financial condition.

**Since a large part of Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone, Erste Group is exposed to currency risks.**

A large part of Erste Group Bank's and Erste Group's operations, assets and customers are located in CEE countries that are not part of the Eurozone (i.e., that do not use the Euro as their legal tender), and financial transactions in currencies other than the Euro give rise to foreign currency risks. Local governments may undertake measures that affect currency levels and exchange rates and impact Erste Group's credit exposure to such currencies, such as the Swiss National Bank's setting of a minimum exchange rate against the Euro in September 2011 and in January 2015 reversing its support measures, or Hungary's introduction of a new law in 2014 regulating how credit institutions change loan interest and convert FX loans into local currency. In September 2015, the Croatian Parliament adopted changes in the legislation that allows debtors of Swiss franc loans to convert their loans into euro loans at an exchange rate, which corresponds to the exchange rate at the time of origination of the loans. In October 2016, the Romanian parliament approved a version of the Swiss franc conversion law, allowing individuals to convert Swiss franc loans into local currency at historical exchange rates. There can be no assurances that similar measures will not be introduced or imposed on other customer segments or countries as well.

In addition, the equity investments that Erste Group Bank has in its non-Eurozone subsidiaries, and the income and assets, liabilities and equity of non-Eurozone subsidiaries, when translated into Euro, may also be lower due to devaluation of their local or foreign currencies vis-à-vis the Euro. These and other effects of currency devaluation could have a material adverse effect on Erste Group Bank's and Erste Group's business, financial condition, regulatory capital ratios, results of operations and prospects.

**Erste Group Bank's profit can be lower or even negative.**

Erste Group's results of operations in the current financial year and in the future will depend in part on the profitability of its subsidiaries. Erste Group Bank (i.e. the holding company of Erste Group) may have higher than planned risk provisions for loans and advances or may receive lower than planned dividend payments from its subsidiaries.

Depending on the size of the reduction in profitability, such a reduction could have a material adverse effect on Erste Group's results of operations in that period, on the reported amount of its assets and on its equity, and on Erste Group's ability to make payments on the Certificates.

**A change of the ECB's collateral standards could have an adverse effect on the funding of Erste Group and access to liquidity.**

As a result of the funding pressures arising from the European sovereign debt crisis, there has been increased intervention by a number of central banks, in particular the ECB. Among other measures, the ECB has agreed to provide low-interest secured loans to European financial institutions for up to four years. As of the date of this Prospectus, the ECB accepts certain instruments, including covered bonds issued by Erste Group Bank as collateral for its tenders. If the ECB or local national banks were to restrict its collateral standards or if it would increase the rating requirements for collateral securities, this could increase Erste Group's funding costs and limit Erste Group's access to liquidity and accordingly have an adverse effect on Erste Group's business, financial condition and results of operations.

**Erste Group operates in highly competitive markets and competes against large international financial institutions as well as established local competitors.**

Erste Group faces significant competition in all aspects of its business, both in Austria and CEE. Erste Group competes with a number of large international financial institutions and local competitors. If Erste Group is unable to respond to the competitive environment in these markets with product and service offerings that are profitable, it may lose market shares in important parts of its business or incur losses on some or all of its activities.

The trend towards consolidation in the global financial services industry, resulting from the continuing low interest rate environment and consequently mounting pressure on operating results which has increased due to the last financial and economic crisis, is creating competitors with extensive ranges of product and service offerings, increased access to capital and greater efficiency and pricing power. These global financial institutions may be more appealing to customers, especially large corporate customers, because of their larger international presence or financial resources. In addition, in some markets, in particular Austria and Hungary, Erste Group faces competition from established local credit institutions which operate a larger number of branches, offer customers a broader range of banking and financial products and services, and benefit from relationships with a large number of existing customers.

Erste Group faces strong competition in Austria not only from UniCredit Bank Austria AG and the Raiffeisen banks, but also from large international credit institutions and new entrants from neighbouring countries. As a result of this competition, in particular in the retail segment and the current low interest rate environment, net interest margins have historically been very low. Failure to maintain net interest margins at current levels may have a significant negative impact on Erste Group's financial condition and results of operations.

As banking markets in CEE mature, Erste Group expects increased competition from global financial institutions and local competitors, with the level of increased competition likely to vary from country to country. Erste Group's ability to compete effectively will depend on the ability of its businesses to adapt quickly to market and industry trends. If Erste Group fails to compete effectively, or if governmental action in response to financial crises or economic downturns results in it being placed at a competitive disadvantage, Erste Group's business, financial condition and results of operations may be adversely affected.



**Erste Group Bank's major shareholder may be able to control shareholder actions.**

As of the date of this Prospectus, 29.9% of the shares in Erste Group Bank were attributed to DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**"). Erste Stiftung has the right to appoint one third of the members of the Supervisory Board of Erste Group Bank who were not delegated by the employees' council, however, Erste Stiftung has not exercised its appointment right, so that all of the Supervisory Board members who were not delegated by the employees' council have been elected by the shareholders' meeting.

In addition, because voting is based on the number of shares present or represented at a shareholders' meeting rather than the total number of shares outstanding, the ability of major shareholders to influence a shareholder vote on subjects which require a majority vote will often be greater than the percentage of outstanding shares owned by them. Under Austrian corporate law and the articles of association of the Issuer, a shareholder that holds more than 25% of Erste Group Bank's shares is able to block a variety of corporate actions requiring shareholder approval, such as the creation of authorised or conditional capital, changes in the purpose of Erste Group Bank's business, mergers, spin-offs and other business combinations. As a result, Erste Stiftung will be able to exert significant influence on the outcome of any shareholder vote and may, depending on the level of attendance at a shareholders' meeting, be able to control the outcome of most decisions requiring shareholder approval. Therefore, it is possible that in pursuing these objectives Erste Stiftung may exercise or be expected to exercise influence over Erste Group in ways that may not be in the interest of other shareholders.

**Compliance with applicable rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, economic sanctions and tax as well as capital markets (securities and stock exchange related) involve significant costs and efforts and non-compliance may have severe legal and reputational consequences for Erste Group.**

Erste Group is subject to rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, economic sanctions and tax as well as capital markets (securities and stock exchange related). These rules and regulations which have been recently tightened, in particular by the Directive (EU) 2015/849 (so-called "4th AML-Directive"), will be further amended in the near future by, *inter alia*, the Directive (EU) 2018/843 (so-called "5th AML-Directive").

Monitoring compliance with such rules and regulations constitutes a significant financial burden on credit institutions and other financial institutions and can pose serious technical problems on them. Erste Group cannot guarantee that it is in compliance with all applicable rules and regulations at all times or that its group standards are being consistently applied by its employees in all circumstances. Any violation of such rules and regulations, or even alleged violations, may have severe legal, monetary and reputational consequences and could have a material adverse effect on Erste Group's business, financial condition and results of operations.

**Changes in consumer protection laws as well as the application or interpretation of such laws might limit the fees and other pricing terms that Erste Group may charge for certain banking transactions and might allow consumers to claim back certain of those fees and interest already paid in the past.**

Changes in consumer protection laws or the interpretation of consumer protection laws by courts or governmental authorities (i.e. Fair Banking Act in Hungary) could limit the fees that Erste Group may charge for certain of its products and services and thereby result in lower commission income. Moreover, as new laws and amendments to existing laws are adopted in order to keep pace with the continuing transition to market economies in some of the CEE countries in which Erste Group operates, existing laws and regulations as well as amendments to such laws and regulations may be applied inconsistently or interpreted in a manner that is more restrictive. Several subsidiaries of Erste Group in CEE countries have been named in their respective jurisdictions as defendants in a number of lawsuits and in regulatory proceedings filed by individual customers, regulatory authorities or consumer protection agencies and associations. Some of the lawsuits are class actions. The lawsuits

mainly relate to allegations that certain contractual provisions, particularly in respect of consumer loans, violate mandatory consumer protection laws and regulations. The allegations relate to the enforceability of certain fees as well as of contractual provisions for the adjustment of interest rates and currencies. Moreover, any such changes in consumer protection laws or the interpretation of such laws by courts or governmental authorities could impair Erste Group's ability to offer certain products and services or to enforce certain clauses and reduce Erste Group's net commission income and have an adverse effect on its results of operations.

**The integration of potential future acquisitions may create additional challenges.**

Erste Group may in the future seek to make acquisitions to support its business objectives and complement the development of its business in its existing and new geographic markets. Such strategic transactions demand significant management attention and require Erste Group to divert financial and other resources that would otherwise be available for its existing business, and the benefits of potential future acquisitions may take longer to realise than expected and may not be realised fully or at all. There can be no assurance that Erste Group will be able to successfully pursue, complete and integrate any future acquisition targets. In addition, there can be no assurance that it will be able to identify all actual and potential liabilities to which an acquired business is exposed prior to its acquisition. Any of these factors could lead to unexpected losses following the acquisition, which may have a material adverse effect on Erste Group's business, financial condition and results of operations.

## **2.1.2 Risks related to the markets in which Erste Group operates**

**The departure of any one or more countries from the Eurozone could have unpredictable consequences for the financial system and the greater economy, potentially leading to declines in business levels, write-downs of assets and losses across Erste Group's business.**

If a Eurozone country should conclude that it must exit the common currency, the resulting need to reintroduce a national currency and restate existing contractual obligations could have unpredictable financial, legal, political and social consequences. Given the highly interconnected nature of the financial system within the Eurozone and the levels of exposure Erste Group has to public and private counterparties across Europe, its ability to plan for such a contingency in a manner that would reduce its exposure to non-material levels is limited. If the overall economic climate deteriorates as a result of one or more departures from the Eurozone, nearly all of Erste Group's segments could be materially adversely affected.

If European policymakers are unable to contain the European sovereign debt crisis in the long-run, Erste Group's results of operations and financial position would likely be materially adversely affected as Erste Group may be required to take write-downs on its sovereign debt exposures and other assets when the macroeconomic environment would deteriorate again. In addition, one or more members of the Eurozone may leave the common currency, resulting in the reintroduction of one or more national currencies in such countries. The effects of such an event are difficult to anticipate and may have a substantial negative effect on Erste Group's business and outlook, including as a consequence of adverse impacts on economic activity both within and outside the Eurozone.

The deterioration of the sovereign debt market in the Eurozone and CEE, particularly the increasing costs of borrowing affecting many Eurozone states late in 2011 and downgrades in credit rating of most Eurozone countries in 2011 and 2012, indicate that the sovereign debt crisis can affect even the financially most stable countries in the Eurozone. While the costs of sovereign borrowing in the Eurozone remain low by early 2018, some doubt remains whether actions taken by European policymakers will have been sufficient to prevent a return of the debt crisis in the long-run. In particular, potential credit rating downgrades of EU Member States may threaten the effectiveness of the European Stability Mechanism ("**ESM**"). Since the ESM's credit rating is based on the credit ratings of its financing members, the reduction of these members' credit ratings may increase the borrowing costs of the ESM such that its ability to raise funds to assist Eurozone governments would be reduced.

**Erste Group operates in emerging markets that may experience rapid economic or political changes, either of which may adversely impact its financial performance and results of operations.**

Erste Group operates directly or indirectly in emerging markets throughout CEE but also partially in other parts of the world. In recent years, some of these countries have undergone substantial political, economic and social change. As is typical for emerging markets, they do not have in place the full business, legal and regulatory structures that would commonly exist in more mature free market economies. As a result, Erste Group's operations are exposed to risks common to regions undergoing rapid political, economic and social change, including – but not limited to – currency fluctuations, exchange control restrictions, an evolving regulatory environment, inflation or deflation, economic recession, local market disruption and labour unrest or even military disputes. Macroeconomic events, such as recession, deflation or hyper-inflation, may lead to an increase in defaults by Erste Group's customers, which would adversely impact Erste Group's results of operations and financial condition. Political or economic instability resulting from, or causing, the occurrence of any of these risks would also adversely affect the market for Erste Group's products and services. However, the level of risk that Erste Group faces differs significantly by country.

The conflict in the Donbass between Russia and Ukraine remains frozen. There is no or only minor progress with the Minsk agreement. EU sanctions versus Russia have been prolonged again in early 2018 for another six months. The attempted coup in Turkey in summer 2016 has also been a negative credit event. Since then, there have been several sovereign rating downgrades for Turkey, the latest one in August 2018. Political risk remains high given by the still-prevailing state of emergency, a deterioration in relationships to major partners and investors in the U.S. and EU, involvement in the Syrian civil war and the onset of the Turkish Presidential election at the end of June 2018. External macro-imbalances of Turkey remain high and a constant risk factor to macro stability of the Turkish economy.

**Committed EU funds may not be released or further aid programmes may not be adopted by the EU and/or international credit institutions.**

In addition to Greece and Portugal, some of the CEE countries in which Erste Group operates (i.e. Slovakia, Romania, Hungary, Czech Republic and Croatia), and to a lesser extent EU candidates such as Serbia, have been promised funds for infrastructure and other projects in substantial amounts by the EU and international credit institutions, including the European Bank for Reconstruction and Development ("**EBRD**"), the International Monetary Fund (IMF) and the European Investment Bank (EIB). If these funds are not released, are released only in part or with delay as the absorption rate of these funds still poses a significant challenge in the CEE countries, or if no further aid will be made available by the EU and the international credit institutions, the relevant national economies could be adversely affected, which would, in turn, negatively affect Erste Group's business prospects in the respective countries. The departure of Great Britain, the second largest net contributor to the EU budget, could cause a substantial reduction in the EU's budget and therefore the funds available for such programmes. In the next EU budget period the disbursement of EU funds may be tied to the rule of law and/or the fulfilment of refugee quotas by recipient countries. Such measures could mean significantly lower EU funds for several CEE countries, especially Hungary and Poland.

**Loss of customer confidence in Erste Group's business or in banking businesses generally could result in unexpectedly high levels of customer deposit withdrawals, which could have a material adverse effect on Erste Group's results, financial condition and liquidity.**

The availability of Erste Group's customer deposits to fund its loan portfolio and other financial assets is subject to potential changes in certain factors outside Erste Group's control, such as a loss of confidence of depositors in either the economy in general, the financial services industry or Erste Group specifically, credit ratings downgrades, low interest rates and significant deterioration in economic conditions. These factors could lead to a reduction in Erste Group's ability to access customer deposit funding on appropriate terms in the future and to sustained deposit outflows, both of which would adversely impact Erste Group's ability to fund its operations. Any loss in customer confidence in Erste Group's banking businesses, or in banking businesses generally, could significantly increase the amount of deposit

withdrawals in a short period of time. Should Erste Group experience an unusually high level of withdrawals, this may have an adverse effect on Erste Group's results, financial condition and prospects and could, in extreme circumstances, prevent Erste Group from funding its operations. In such extreme circumstances Erste Group may not be in a position to continue to operate without additional funding support, which it may be unable to access. A change in the funding structure towards less stable and more expensive funding sources would also result in higher liquidity buffer requirements and an adverse impact on net interest income.

**Liquidity problems experienced by certain CEE countries may adversely affect the broader CEE region and could negatively impact Erste Group's business results and financial condition.**

Certain countries where Erste Group has operations may encounter severe liquidity problems. In the past, Romania and Serbia have all turned to international institutions for assistance, and other countries in the CEE may be forced to do the same. If such liquidity problems should occur, this could have significant consequences throughout the region, including foreign credit institutions withdrawing funds from their CEE subsidiaries and regulators imposing further limitations to the free transfer of liquidity, thereby weakening local economies and affecting customers of Erste Group who borrow from a number of different credit institutions and weakening Erste Group's liquidity position. This could also lead to an increase of defaults throughout the economy or by Erste Group customers and, accordingly, could have a material adverse effect on Erste Group's business, financial condition and results of operation.

**Governments in countries in which Erste Group operates may react to financial and economic crises with increased protectionism, nationalisations or similar measures.**

Governments in CEE countries in which Erste Group operates could take various protectionist measures to protect their national economies, currencies or fiscal income in response to financial and economic crises, including among other things:

- force for loans denominated in foreign currencies like EUR, USD or CHF to be converted into local currencies at set interest and/or exchange rates, in some cases below market rates, as happened in Hungary, or allow loans to be assumed by government entities, potentially resulting in a reduction in value for such loans;
- set limitations on the repatriation of profits (either through payment of dividends to their parent companies or otherwise) or export of foreign currency;
- set out regulations limiting interest rates and fees for services that can be charged and other terms and conditions;
- prohibit money transfers abroad by credit institutions receiving state support measures (e.g., loans granted to credit institutions from sovereigns or covered by sovereign deposit guarantees);
- introduce or increase banking taxes or legislation imposing levies on financial transactions or income generated through banking services or extend such measures previously introduced on a temporary basis;
- nationalisation of local credit institutions, with or without compensation, in order to stabilise the banking sector and the economy; and
- restricting repossessions of collateral on defaulted loans.

Any of these or similar state actions could have a material adverse effect on Erste Group's business, financial condition and results of operations.

**Erste Group may be adversely affected by slower growth or recession in the banking sector in which it operates as well as slower expansion of the Eurozone and the EU.**

Banking sector growth in some countries in which Erste Group operates has been strong in recent years. Nevertheless, as the economies in CEE mature, particularly in the Czech Republic and Slovakia, growth in the banking sector can be expected to slow down in these regions over the medium-term. Of the countries in which Erste Group has significant

operations, the Czech Republic, Hungary, Slovakia and Slovenia joined the EU in 2004, Romania joined the EU in 2007 and Croatia in July 2013. Economic growth in the region may be further constrained in the coming years by continuing effects of the last financial crisis and recession, as well as a slowing expansion of the Eurozone and the EU and increasing constraints on the EU budget, which may reduce various subsidies to CEE countries. In addition, EU legal, fiscal and monetary regulations may limit a country's ability to respond to local economic conditions. Moreover, some of these countries are expected to raise tax rates and levies to EU standards or introduce new taxes in order to provide social protection for unemployed workers and others affected by the economic downturn and to put public sector finance on a more sustainable basis, which could also limit their growth rates.

**The legal systems and procedural safeguards in many CEE countries and, in particular, in the Eastern European countries are not yet fully developed.**

The legal and judicial systems in some of the markets where Erste Group operates are less developed than those of other European countries. Commercial law, competition law, securities law, company law, bankruptcy law and other areas of law in these countries have been and continue to be subject to constant changes as new laws are being adopted in order to keep pace with the transition to market economies. In this regard, the laws of some of the jurisdictions where Erste Group operates may not be as favourable to investors' interests as the laws of Western European countries or other jurisdictions with which prospective investors may be familiar. Existing laws and regulations in some countries in which Erste Group operates may be applied inconsistently or may be interpreted in a manner that is restrictive and non-commercial. It may not be possible, in certain circumstances, to obtain legal remedies in a timely manner in these countries. The relatively limited experience of a significant number of judges and magistrates practising in these markets, particularly with regard to securities laws issues, and the existence of a number of issues relating to the independence of the judiciary may lead to unfounded decisions or to decisions based on considerations that are not founded in the law. In addition, resolving cases in the judicial systems of some of the markets where Erste Group operates may at times involve very considerable delays. This lack of legal certainty and the inability to obtain effective legal remedies in a timely manner may adversely affect Erste Group's business.

**Applicable bankruptcy laws and other laws and regulations governing creditors' rights in various CEE countries may limit Erste Group's ability to obtain payments on defaulted loans and advances.**

Bankruptcy laws and other laws and regulations governing creditors' rights vary significantly among countries in the CEE. In some countries, the laws offer significantly less protection for creditors than the bankruptcy regimes in Western Europe. In addition, it is often difficult to locate all of the assets of an insolvent debtor in CEE countries. Erste Group's local subsidiaries have at times had substantial difficulties receiving pay-outs on claims related to, or foreclosing on collateral that secures, extensions of credit that they have made to entities that have subsequently filed for bankruptcy protection. In the event of further economic downturns, these problems could intensify, including as a result of changes in law or regulations intended to limit the impact of economic downturns on corporate and retail borrowers. These problems, if they were to persist or intensify, may have an adverse effect on Erste Group's business, results of operations and financial condition.

**Erste Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, through the introduction of banking taxes and other levies.**

If a major credit institution or other financial institution in Austria or the CEE markets where Erste Group has significant operations were to suffer significant liquidity problems, risk defaulting on its obligations or otherwise potentially risk declaring bankruptcy, the local government might require Erste Group Bank or a member of Erste Group to provide funding or other guarantees to ensure the continued existence of such institution. This might require Erste Group Bank or one of its affiliates to allocate resources to such assistance rather than using such resources to promote other business activities that may be financially more productive, which could have an adverse effect on Erste Group's business, results of operations and financial condition.

## **2.2 Factors which are material for the purpose of assessing the market risks associated with Certificates issued under this Programme**

Prospective Security Holders of the Certificates, which are the subject of the Prospectus and of the Final Terms, should consider the following risk factors, which are material to assess the risks associated with the Certificates, when making their investment decision and should make such decision only on the basis of the Prospectus as a whole and the Final Terms.

No person should acquire Certificates without a thorough understanding of the mechanism of the relevant Certificates and without being aware of the potential risk of loss. Any prospective Security Holder should carefully examine whether an investment in the Certificates is appropriate given his or her personal circumstances and financial situation.

The risk factors herein are organised into the following sub-sections below:

2.2.1. General risk factors

2.2.2. Risk factors associated with certain types of Certificates

2.2.3. Risk factors associated with certain types of Underlyings

2.2.4. Risk factors relating to conflicts of interest

### **2.2.1 General risk factors**

**The Certificates are risky investment instruments. Compared to other capital investments, the risk of loss – up to the total loss of the invested capital as well as the related transaction costs – is high; the Certificates do not, unless expressly provided, yield any current income.**

The Certificates are tradable securities that enable Security Holders to participate in the performance of a particular Underlying without having to purchase such Underlying. As used in this section "2.2 Factors which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme", references to the Underlying shall be deemed to include any of its constituents, if applicable.

The Certificates grant holders the right to a Cash Amount on maturity of the Certificates. Claims for delivery of definitive securities are precluded.

The calculation of the Cash Amount depends in principle on the performance (so-called "**Performance**") of an Underlying during the term of the Certificates.

There is a relationship between the economic value of the Certificates and the economic value of the Underlying. The market price of the Certificate will typically fall (i.e. without taking into account other features and other factors that are determinative of the market price of securities) if the price of the Underlying falls. The Certificates may however be structured in such a way – as in the case of reverse structures – so that a Security may decrease in value (without taking into account other features and other factors that are determinative of the price of securities) if the value of the Underlying increases. This is the case with, for example, Reverse Bonus Certificates.

As a matter of principle the Cash Amount is calculated on the basis of a reference price, the Multiplier and other factors, as the case may be. The Multiplier specifies how many units of the Underlying the Certificate corresponds to. The Multiplier is expressed as a decimal, so a Multiplier of e.g. 0.01 indicates that a Security corresponds to one-hundredth of a unit of the Underlying.

A Certificate does not, unless expressly provided, confer a right to receipt of dividend payments and does not confer a right to an interest payment, so does not provide a current yield. This means that potential losses in market price of the Certificate may not be compensated by income generated by the Certificate.

**Certificates with a Participation Factor include the risk of the Security Holder's participation being disproportionately lower or higher than any price fluctuations of the Underlying.**

If a Participation Factor is applicable, the Security Holder participates in the performance of the Underlying based on a certain factor. Depending on the Certificate, a Participation Factor other than one (1) may, subject to further features influencing the value of the Underlying, result in the Security Holder's participation being disproportionately lower or higher than any price fluctuations of the Underlying.

**The Certificates may have no liquidity or the market for such Certificates may be limited and this may adversely impact their market price or the ability of the Security Holder to dispose of them.**

Unless otherwise communicated by the Issuer to the purchaser of the Certificates, or to the extent that the rules of any stock exchange on which the Certificates are listed and admitted to trading require the Issuer to provide liquidity in respect of such Certificates, the Certificates may have no liquidity or the market for such Certificates may be limited and this may adversely impact their value or the ability of the purchaser of Certificates to dispose of them.

The Issuer is not under an obligation, or makes any commitment, to make a market in or to repurchase the Certificates. If the Issuer does make a market for the Certificates, it may cease to do so at any time without notice. Purchasers should therefore not assume that the Certificates can be sold at a specific time or at a specific price during their life. The Issuer has no obligation to provide any quotation of bid or offer price(s) of the Certificates which is favourable to any purchaser of the Certificates. Although application may be made for Certificates issued under this Prospectus to be admitted to trading on a stock exchange, there is no assurance that such application will be accepted, that any particular Certificates will be so admitted or that an active trading market for the Certificates will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Certificates. The Issuer does not assume any responsibility for, or makes any commitment to, any potential purchaser of any particular Certificates for such development or liquidity of any trading market for such Certificates.

**Security Holders should consider that price movements of the Underlying (or the non-occurrence of an expected price movement) may decrease the value of the Underlying disproportionately and even render it worthless and that there is no assurance that in the case of Certificates with a limited term, the market price of the Certificate will recover in time.**

The pricing of the Certificates is determined by several factors during their term. In addition to the term of the Certificates, in particular the solvency of the Issuer is relevant.

The Certificates may be traded over the counter and/or on a stock exchange throughout their term. In contrast to most other securities, the pricing of the Certificates is not based on the principle of supply and demand, since the Issuer or a third party in its function as market maker will quote independently calculated bid and offer prices for the Certificates on the secondary market (however, without being committed or being under any obligation legal or otherwise to do so).

The price calculation by the market maker will be based on internal price calculation models, so that the theoretical value of the Certificates will be determined on the basis of the value of the Underlying and other variable parameters. These other variable parameters may include, among other things, derivative components, expected yields on the Underlying (e.g. dividends), interest rates, the volatility of the Underlying and the supply and demand for hedging instruments.

It is to be noted that price movements of the Underlying (or the non-occurrence of an expected price movement) may decrease the market price of the Certificates disproportionately and even render it worthless. In particular, there can be no assurance that in the case of Certificates with a limited term, the market price of the Certificate will recover in time in light of the limited term. There is then the risk of partial or total loss of the invested capital including transaction costs. This risk is independent of the financial strength of the Issuer.

**The performance of the Certificates is linked to the performance of the Underlying which may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities may adversely affect the market price of the Certificates.**

The Certificates reference one Underlying. Therefore, the Security Holders are exposed to the performance of such Underlying. The rate or market price of the Underlying may be subject to unpredictable change over time and this degree of change is known as "volatility". The volatility of an Underlying may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the market price of the Certificates. Volatility does not imply direction of the rate or price, although an Underlying that is more volatile is likely to increase or decrease in value more often and/or to a greater extent than one that is less volatile.

For information on the risks associated with the Underlying see also below in section "2.2.3. Risk factors relating to certain types of Underlyings".

**If an Underlying is linked with emerging markets, a Security Holder must expect considerable political and economic uncertainty, which may significantly affect the market price development of the Certificates.**

Investments in so-called emerging markets contain further risk factors in addition to the risks normally associated with the investment in the respective Underlying. These include the unstable economic situation, high inflation, increased currency risks as well as political and legal risks. The political and economic structures in emerging markets are sometimes subject to considerable transitions and rapid developments and these countries often lack social, political and economic stability if compared with more industrialised nations. Of particular importance is the increased risk of currency fluctuations. Instability in these countries can also be caused by authoritarian governments or military interference in political and economic decision making. This also includes anti-constitutional (attempted) regime change, civil unrest relating to demands for improved political, economic and social conditions, hostile relations with neighbouring countries or conflicts based on ethnic, religious or racial reasons.

There is also the possibility of restrictions being imposed on foreign investors, expropriation of assets, confiscatory taxation, confiscation or nationalisation of foreign bank deposits or other assets, the introduction of currency controls or other detrimental developments which may adversely affect the success of investments in such countries. Such adverse effects can, under certain circumstances, last for long periods of time, i.e. months or years. Each of these adverse effects may cause what is known as a market disruption in relation to the Certificates and one of the results of this may be that during this period no prices will be quoted for the Certificates affected by the market disruption.

The small size and lack of experience on the securities markets in certain countries as well as the limited trading volume of securities can cause an Underlying to be less liquid and/or considerably more volatile than Underlyings in more established markets. It is possible that very little financial information is available on local issuers, which can make it difficult to assess the value of and/or prospects of the Underlying.

In addition, if the Underlyings of the Certificates are quoted in local currency, i.e. not hedged against the euro, there is an increased foreign exchange risk. Experience shows that the currency exchange rates in emerging markets are subject to particularly high fluctuations.



This may result in a considerable negative performance of the Certificates, even though the performance of the Underlying during the term of the Certificates has essentially remained unchanged or even risen. This may mean that some or all of the total performance of the Underlying may be eroded by currency losses and that the performance of the Underlying even may become negative.

**Where payments under the Certificates will be made in a currency which is different from the currency of the Underlying and such Certificates do not have a "quanto feature", the Security Holders are exposed also to the performance of the currency of the Underlying against the Currency of the Certificates, which cannot be predicted. Furthermore, the Security Holder bears a currency risk if the account of the Security Holder to which the Cash Amount is paid is held in a currency other than the currency of the Certificates.**

Where payments under the Certificates will be made in one currency (the so-called "**Settlement Currency**") which is different from the currency of the Underlying (the so-called "**Reference Currency**"), and such Certificates do not have a "quanto feature", the Security Holders may be exposed not only to the performance of the Underlying but also to the performance of such Reference Currency, which cannot be predicted. Security Holders should be aware that foreign exchange rates are, and have been, highly volatile and determined by supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks (e.g., imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency). Foreign exchange fluctuations between a purchaser's home currency and the Settlement Currency, i.e. the relevant currency in which the Cash Amount of the Certificates is denominated may affect purchasers who intend to convert gains or losses from the exercise or sale of Certificates into their home currency.

If any Underlying is not denominated in the Settlement Currency and at the same time only the performance of the Underlying in the Reference Currency is relevant to the payout on the Certificates, such Certificates are referred to as currency-protected Certificates or Certificates with a "quanto feature". Under such feature, the investment return of the Certificates depends only on the performance of the Underlying (in the relevant Reference Currency) and any change in the exchange rate between the Reference Currency and the Settlement Currency is disregarded. Accordingly, the application of a "quanto" feature means that purchasers of such Certificates will not have the benefit of any change in the exchange rate between the Reference Currency and the Settlement Currency that would otherwise increase the price of the Certificates or the Cash Amount to be paid at maturity in the absence of such "quanto" feature. In addition, changes in the relevant exchange rate may indirectly influence the price of the relevant Underlying which, in turn, could have a negative effect on the return on the Certificates.

Furthermore, a currency risk exists if the account of the Security Holder to which the Cash Amount is paid is managed in a currency different from the Settlement Currency of the Certificates and the relevant amount is being converted into the respective currency of the account. In the case of an unfavourable movement of the applicable exchange rate, the amount paid is reduced accordingly.

Investors should note that the fixing of exchange rates was manipulated by agreements between market participants in the past. The Issuer cannot exclude the possibility that manipulations of the fixing of exchange rates will arise in the future, which may have an adverse effect on the relevant exchange rate and accordingly on the Certificates (see also the risk factor "*Risks associated with the regulation and reform of "benchmarks", including*

*LIBOR, EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks.").*

**Security Holders should be aware that they may not be able to hedge their exposure from the Certificates.**

Security Holders cannot rely on being able to enter into transactions during the term of the Certificates through which they can exclude or limit their initial risk. This depends on the market situation and the respective underlying conditions. It may be possible that such transaction can be concluded only at a market price that is disadvantageous for the Security Holder so that he suffers a corresponding loss.

**A credit financing of the acquisition of Certificates significantly increases the maximum possible loss.**

If Security Holders finance the purchase of Certificates by drawing a credit, they will not only have to accept the loss incurred if their expectations are not fulfilled, but will also pay interest on and repay the credit. This causes the risk of loss of Security Holders to increase significantly. Security Holders should therefore not rely on being able to pay interest on or repay the credit using income from a Certificate. Rather, they have to consider their economic situation in advance as to whether they are able to pay interest on and, if applicable, repay the credit at short notice, even if losses occur instead of the expected income.

**Hedging transactions concluded by the Issuer may influence the market price of the Certificates in a detrimental manner for the investor.**

The Issuer may at any point in time during the term of the Certificates buy or sell such Certificates on a market or through any other public or not-public transaction. The Issuer trades the Certificates and Underlyings in the course of its normal business activities and partially or fully hedges itself against financial risks connected with the Certificates by concluding hedge contracts on such Underlyings.

Hedging activities of the Issuer may influence the price of the Underlyings on the market as well as the market price of the Certificates and/or the cash amount to be received by the Security Holders. Such a transaction may trigger certain relevant price thresholds (e.g. the Barrier) which may influence the price of the Certificates in a detrimental manner for the Security Holder.

The Issuer has no obligation to notify the Security Holders about such sales or purchases or other events (for example the conclusion of hedging contracts) which may have an influence on the performance of the market price of the Certificates and/or of the price of the Underlyings, except where demanded by law. The Security Holders are therefore required to keep themselves informed of the development of the market price of the Certificates or of the price of the Underlyings.

**Incidental costs on any income reduce any Security Holders' profits.**

Fees and other transactions costs that arise when purchasing or selling Certificates reduce the chances of the Security Holder generating a profit on the acquisition of the Certificate. Fixed costs have a greater effect in the case of a small invested amount. Security Holders should therefore obtain information about all costs arising during the purchase or sale of the Certificates before acquiring a Certificate.

**Security Holders are exposed to the risk of wrong assessment of the Certificates' liquidity due to the issue size of the Certificates.**

The issue size set in the applicable Final Terms corresponds to the maximum amount of the offered Certificates, but does not give any indication as to the volume of the respective effectively issued Certificates deposited with a central depository. This volume is determined by the market situation and may change during the term of the Certificates. Security Holders

should therefore note that no conclusions regarding the liquidity of the Certificates on the secondary market are possible based on the issue size set in the applicable Final Terms.

**Market disruptions, adjustment measures and termination rights may negatively affect the rights of the Security Holders.**

The occurrence or existence of market disruptions is determined in accordance with the Terms and Conditions. Market disruptions may affect the market price of the Certificates and delay the repayment of Certificates.

Adjustment measures are carried out in accordance with the Terms and Conditions. In the case of adjustment measures in respect to the Underlying, it cannot be ruled out that the assessment, on which an adjustment measure is based subsequently turns out to be incorrect and the adjustment measure subsequently turns out to be disadvantageous for the Security Holder and the Security Holder may be placed in a worse economic situation through the adjustment measure than he was in prior to an adjustment measure or would be in through a different adjustment measure.

Furthermore, the Issuer may have an extraordinary termination right under certain circumstances. If the termination right is exercised, the Issuer will repay the Certificates at an adequate market price determined in its reasonable discretion. In the case of an extraordinary termination, there is no claim to payment of an amount to be calculated based on a repayment formula determined in the Terms and Conditions for the ordinary end of the term nor is there a fixed unconditional minimum amount. The Termination Amount can be zero. A reinvestment risk exists in this case, i.e. a risk that the Security Holder may only be able to reinvest the prematurely returned funds on more unfavourable conditions. If provided for in the Terms and Conditions, the Issuer has an ordinary termination right. In this case, a reinvestment risk of the Security Holder also exists.

When determining the adequate market price in the case of an extraordinary termination, the Calculation Agent may take various market factors into account. These generally also include the probability of default by the Issuer, calculated by using the credit spreads or the yields of sufficiently liquid traded bonds quoted on the market at the time of determination of the Termination Amount. In the case of Certificates with a fixed term linked to shares or a basket of shares as Underlying, it should be noted that in the case of a termination as a consequence of a takeover bid, the price of the Underlying after announcement of the takeover bid may be used as a basis for purposes of determining the Termination Amount in accordance with the procedure customary at futures exchanges for determining the theoretical fair value, if the consideration is paid exclusively or mainly in cash, while particularly the expected dividends and the average implied volatility in the previous ten trading days prior to the announcement of the takeover bid are also taken into account (so-called "**Fair Value Method**"). The Fair Value Method serves to take the remaining time value of the underlying option into account.

Additional information about risks in connection with an extraordinary and ordinary termination right of the Issuer can also be found in section "*2.2.2 Risk factors relating to certain types of Certificates*".

**Corrections, changes, or amendments to the Terms and Conditions may be detrimental to the Security Holders.**

Investors should note that the Issuer has the right in certain cases to correct, change, or amend provisions in the Terms and Conditions, and the correction, change, or amendment of a provision in the Terms and Conditions may, if applicable, be detrimental for the investor compared to the originally certified provision, i.e. that information or provisions may be affected by the correction, change, or amendment, which are part of the factors determining the market price of the Certificates.

If due to the correction, change, or amendment of the provision the content or scope of the Issuer's performance obligations is changed in an unforeseeable and detrimental manner for

the investor, the investor has the right to terminate the Certificates within a certain period. The investor does not have a termination right, if the correction, change, or amendment was foreseeable or is not disadvantageous for it.

If a correction, change, or amendment is out of the question, the Issuer has the right to terminate the Certificates without undue delay, if the preconditions for a contestation in the sense of § 871 of the Austrian General Civil Code (ABGB) are fulfilled vis-à-vis the Security Holders. Individual Security Holders are also entitled to a termination right under these conditions. The Termination Amount to be paid in the case of a termination generally corresponds to the market price of a Certificate but is also dependent on certain other rules for its determination. In order to reduce the effects of any price fluctuations immediately prior to the Termination Date on the determination of the Termination Amount, the market price generally corresponds to the arithmetic mean of the spot prices, which were published at the relevant securities exchange where the Certificates are listed on a certain number of Business Days immediately preceding the Termination Date. Calculating the average is disadvantageous for the Security Holder, if the spot price on the Business Day prior to the Termination Date is higher than the arithmetic mean. The investor may furthermore demand from the Issuer, subject to certain conditions, the difference between the purchase price paid by the investor when acquiring the Certificates and a lower market price in addition, to the extent that this is documented by the Security Holder. Investors should furthermore note that they bear the reinvestment risk in the case of a termination.

#### **Changes in tax law may negatively affect the Security Holders.**

Tax law and practice is subject to change, possibly with retrospective effect and this could adversely affect the market price of the Certificates to the purchaser and/or the market price of the Certificates. Any such change may (i) cause the tax treatment of the relevant Certificates to change from what the purchaser understood the position to be at the time of purchase; or (ii) render the statements in this Prospectus concerning relevant tax law and practice in relation to Certificates under the Prospectus inaccurate or inapplicable in some or all respects to certain Certificates or have the effect that the Prospectus does not include material tax considerations in relation to certain Certificates. Prospective purchasers of Certificates should consult their own tax advisers in relevant jurisdictions about the tax implications of holding any Certificate and of any transaction involving any Certificate.

#### **Certificates may not be appropriate to hedge exposures.**

Investors in Certificates should not rely on the possibility that they may exclude or restrict risks derived from other securities positions by acquiring the Certificates; risks relating to such other securities may depend on the market conditions and the conditions which apply thereto. Under certain circumstances, such transactions may only be effected at an unfavourable market price, so that the investor in the Certificates may experience a financial loss.

#### **There is a risk that trading in the Certificates or in the Underlying and/or components will be suspended, interrupted or terminated.**

If the Certificates are listed on one (or more) markets (which may be regulated or unregulated), the listing of such Certificates may – depending on the rules applicable to such stock exchange - be suspended or interrupted by the respective stock exchange or a competent regulatory authority upon the occurrence of a number of reasons, including violation of price limits, breach of statutory provisions, occurrence of operational problems of the stock exchange or generally if deemed required in order to secure a functioning market or to safeguard the interests of investors. Furthermore, trading in the Certificates may be terminated, either upon decision of the stock exchange, a regulatory authority or upon application by the Issuer. Where trading in an Underlying of the Certificates is suspended, interrupted or terminated, trading in the respective Certificates will usually also be suspended, interrupted or terminated and existing orders for the sale or purchase of such Certificates will usually be cancelled. Investors should note that the Issuer has no influence on trading suspension or interruptions (other than where trading in the Certificates is terminated upon the Issuer's decision) and that investors in any event must bear the risks connected therewith.

In particular, investors may not be able to sell their Certificates where trading is suspended, interrupted or terminated, and the stock exchange quotations of such Certificates may not adequately reflect the market price of such Certificates. Furthermore, a trading suspension, interruption or termination of Underlyings of the Certificates may cause a suspension, interruption or termination of trading in the Certificates and may as well result in an artificial or wrong valuation of the Certificates. Finally, even if trading in Certificates or Underlyings is suspended, interrupted or terminated, investors should note that such measures may neither be sufficient nor adequate nor in time to prevent price disruptions or to safeguard the investors' interests; for example, where trading in Certificates is suspended after price-sensitive information relating to such Certificates has been published, the market price of such Certificates may already have been adversely affected. All these risks would, if they materialise, have a material adverse effect on the investors.

**Due to future money depreciation (inflation), the real yield of an investment may be reduced.**

Inflation risk describes the possibility that the value of assets such as the Certificates or income there from will decrease as inflation shrinks the purchasing power of a currency. Inflation causes the rate of return to decrease in value.

**Investors have to rely on the functionality of the relevant clearing system.**

The Certificates are purchased and sold through different clearing systems, such as OeKB CSD. The Issuer does not assume any responsibility for to whether the Certificates are actually transferred to the securities portfolio of the relevant investor. Investors have to rely on the functionality of the relevant clearing system. There is the risk that due to the use of the clearing system any credits on the investors' account will not be processed, will not be processed within the time expected by the investor or will be delayed. Thus, the investor may suffer economic disadvantages.

**Credit ratings may not reflect all risks.**

One or more independent credit rating agencies may assign credit ratings to an issue of Certificates. The credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the credit rating agency at any time.

**Legal investment considerations may restrict certain investments.**

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (i) the Certificates are legal investments for it; (ii) the Certificates can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital requirements or similar rules.

Furthermore, investors might not being able to claim (or only to claim partial) indemnification for damage that has been caused to them due to certain exclusions or restrictions of the Issuer's or other parties' (e.g. the Calculation Agent, the Paying Agent, etc) liability for negligent acts or omissions in connection with the Certificates (or calculations thereof), which could result in the investors not being able to claim (or only to claim partial) indemnification for damage that has been caused to them. Investors should therefore inform themselves about such exclusions or restrictions of liability and consider whether these are acceptable for them.

**An Austrian court could appoint a trustee for the Certificates to exercise the rights and represent the interests of Security Holders on their behalf in which case the ability of Security Holders to pursue their rights under the Certificates individually may be limited.**

Pursuant to the Austrian Notes Trustee Act (*Kuratoren-gesetz*) and the Austrian Notes Trustee Supplementation Act (*Kuratoren-ergänzungsgesetz*), a trustee (*Kurator*) could be appointed by an Austrian court upon the request of any interested party (e.g. a Security Holder) or upon the initiative of a competent court, for the purposes of representing the common interests of the Security Holders in matters concerning their collective rights to the extent the rights are endangered due to a lack of joint representation. In particular, this may occur if insolvency proceedings are initiated against the Issuer, in connection with any amendments to the Terms and Conditions of the Certificates or changes relating to the Issuer, or under other similar circumstances. If a trustee is appointed, it will exercise the collective rights and represent the interests of the Security Holders and will be entitled to make statements on their behalf which shall be binding on all Security Holders. Where a trustee represents the interests of and exercises the rights of Security Holders, this may conflict with or otherwise adversely affect the interests of individual or all Security Holders.

### **Risks related to Dividend Equivalent Payments**

Certificates that directly or indirectly reference the performance of United States equities (including an index or basket that includes United States equities) may be subject to withholding tax under Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"). Prospective investors should consult their tax advisers regarding the potential application of the Code to the Certificates.

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

The stated aim of the SRM is to provide relevant resolution authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

The powers provided to such resolution authorities include write-down and conversion powers which may be used prior to or on entry into resolution to ensure that, *inter alia*, relevant capital instruments fully absorb losses at the point of non-viability (defined below) of the issuing institution and/or the group. The relevant resolution authority may also apply the bail-in tool in resolution with the objective of restoring the capital of the failing institution to enable it to continue to operate as a going concern. Accordingly, resolution authorities will be required to order the write-down of such capital instruments on a permanent basis, or convert them into instruments of ownership (such as ordinary shares or other instruments of ownership), at the point of non-viability and before any resolution tool other than the bail-in tool is made use of (statutory loss absorption).

In case of the application of the bail-in tool and the participation of holders of relevant capital instruments the resolution authority has to comply with the following order for write-down and conversion (loss absorption cascade):

(i) CET 1 is reduced first in proportion to the relevant losses; (ii) the principal amount of Additional Tier 1 instruments ("**AT 1**") is written down or converted or both; (iii) the principal amount of Tier 2 instruments ("**Tier 2**") is written down or converted or both.

The relevant resolution authorities may also apply, if the conditions for resolution are met, the bail-in tool in order to meet the resolution objectives. In such case, the resolution authority is not only entitled to reduce shares or other instruments of ownership, CET 1, AT 1 and Tier 2 in the manner and order set out above, but if such reduction is not sufficient to cover the losses, also: (iv) reduce other subordinated debt that is not AT 1 or Tier 2 in accordance with the hierarchy of claims in the normal insolvency proceedings; and (v) reduce the rest of eligible liabilities (including certain senior debt) in accordance with the hierarchy of claims in the normal insolvency proceedings including the ranking pursuant to § 131 BaSAG.

For the purposes of statutory loss absorption, the point of non-viability is the point at which the resolution authority considers that all of the following conditions are met:

1. the competent authority or the resolution authority determines that the institution is failing or likely to fail; for these purposes, an institution shall be deemed to be failing or likely to fail in any one or more of the following circumstances:
  - (a) the conditions for the withdrawal of the authorisation by the competent authority are met or there are objective elements to support a determination that this will be the case in the near future, including but not limited to because the institution has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds;
  - (b) the assets of the institution are or there are objective elements to support a determination that the assets of the institution will, in the near future, be less than its liabilities;
  - (c) the institution is or there are objective elements to support a determination that the institution will, in the near future, be unable to pay its debts or other liabilities as they fall due;
  - (d) extraordinary public financial support is required except when the extraordinary public financial support takes certain forms in order to remedy a serious disturbance in the economy of a Member State and preserve financial stability;
2. having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures, including measures by an institutional protection scheme, or supervisory action, including early intervention measures or the write-down or conversion of relevant capital instruments taken in respect of the institution, would prevent the failure of the institution within a reasonable timeframe;
3. in case of the application of the bail-in tool, a resolution action is necessary in the public interest;
4. in case of exercising the power to write down or conversion of capital instruments, a group shall be deemed to be failing or likely to fail where the group infringes, or there are objective elements to support a determination that the group, in the near future, will infringe, its consolidated prudential requirements in a way that would justify action by the competent authority including but not limited to because the group has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds.

Any write-down or conversion of all or part of the principal amount of any instrument, including accrued but unpaid interest in respect thereof, in accordance with the bail-in tool or the write-down and conversion powers would not constitute an event of default under the terms of the relevant instruments. Consequently, any amounts so written down or converted would be irrevocably lost and the holders of such instruments would cease to have any claims thereunder, regardless whether or not the institution's financial position is restored.

Hence, the Certificates may be subject to write-down or conversion into instruments of ownership upon the occurrence of the relevant trigger event, which may result in Security Holders losing some or all of their investment in the Certificates. The exercise of any such power is highly unpredictable and any suggestion or anticipation of such exercise could materially adversely affect the market price of the Certificates.

Apart from potentially being subject to resolution tools and powers as set out above, the Issuer may also be subject to national insolvency proceedings.

**The Issuer may be subject to resolution powers which may also have a negative impact on the Certificates.**

Provided that the Issuer meets the applicable conditions for resolution, the resolution authority has certain resolution powers which it may exercise either individually or in any combination

together with or in preparation of applying a resolution instrument. Such resolution powers in particular include:

- the power to transfer to another entity rights, assets or liabilities of the Issuer (possibly such as the Certificates);
- the power to reduce, including to reduce to zero, the nominal value of or outstanding amount due in respect of eligible liabilities of the Issuer;
- the power to convert eligible liabilities of the Issuer into ordinary shares or other instruments of ownership of the Issuer, a relevant parent institution or a bridge institution to which assets, rights or liabilities of the Issuer are transferred;
- the power to cancel debt instruments issued by the Issuer (possibly such as the Certificates);
- the power to require the Issuer or a relevant parent institution to issue new shares or other instruments of ownership or other capital instruments, including preference shares and contingent convertible instruments; and/or
- the power to amend or alter the maturity of debt instruments (possibly such as the Certificates) and other eligible liabilities issued by the Issuer or the amount of interest payable under such debt instruments and other eligible liabilities, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

The exercise of such resolution powers could have a negative impact on the Issuer and/or the Certificates.

**The Issuer is not prohibited from issuing further debt instruments or incurring further liabilities.**

The Terms and Conditions of the Certificates place no restriction on the amount of debt that the Issuer may issue, incur and/or guarantee. Furthermore, the Issuer is not obliged to inform Security Holders about issuing, incurring or guaranteeing further debt. Issuing, incurring or guaranteeing further debt may have a negative impact on the market price of the Certificates and the Issuer's ability to meet all obligations under the issued Certificates and may also reduce the amount recoverable by Security Holders upon the Issuer's insolvency. If the Issuer's financial situation were to deteriorate, the Security Holders could suffer direct and materially adverse consequences, including, in case of the Issuer's liquidation, loss of their entire investment. All these factors may have a negative impact on the Security Holders.

**In the case of the Issuer's insolvency, deposits have a higher ranking than the claims of the Security Holders under the Certificates.**

§ 131 BaSAG implements Article 108 BRRD in Austria and stipulates the ranking in the insolvency hierarchy, whereas in insolvency proceedings opened in relation to the Issuer the following insolvency hierarchy for deposits applies:

- (a) The following claims have the same ranking, which is higher than the ranking of the claims of ordinary unsecured, non-preferred creditors: (i) that part of eligible deposits from natural persons and micro, small and medium-sized enterprises which exceeds the coverage level provided for in Article 6 of DGSD; and (ii) deposits that would be eligible deposits from natural persons, micro, small and medium-sized enterprises if they are not made through branches (located outside the EU) of institutions established within the EU.
- (b) The following claims have the same priority ranking, which is higher than the ranking of claims provided for under point (a) above: (i) covered deposits; and (ii) deposit guarantee schemes subrogating to the rights and obligations of covered depositors in insolvency.

The implementation of the amendments to Article 108 BRRD by Directive (EU) 2017/2399 leads to the introduction of a (new) rank for certain debt instruments within the meaning of



§ 131 (3) BaSAG. Directive (EU) 2017/2399 has to be transposed into national law by the Member States by 29 December 2018 at the latest. In Austria, the relevant amendments to § 131 BaSAG have already entered into force on 30 June 2018. Therefore, Security Holders should bear in mind that in case of insolvency proceedings opened in relation to the Issuer their claims will also be junior to the claims listed above in points (a) and (b), and that therefore they will only receive payment of their claims if and to the extent that such claims listed above in points (a) and (b) have been discharged in full.

## 2.2.2 Risk factors relating to certain types of Certificates

### Product No. 1: Risk factors applicable to Bonus/Capped Bonus Certificates

*Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates have a fixed term (Closed End), i.e. they have a specific term. The Issuer has the right to terminate the Certificates extraordinarily, e.g. if an adjustment is not possible or if an Additional Disruption Event occurs. The term of the Certificates is then ended early. It should be noted that the Issuer exercises its extraordinary termination right at its reasonable discretion and is not subject to any restrictions regarding the exercise of its termination right. If the Issuer exercises the extraordinary termination right at short notice, the Security Holder may no longer have the opportunity to sell his Certificate on the secondary market. The higher the volatility in the Underlying or the more illiquid the market in financial instruments linked to the Underlying (including the futures and lending market), the more likely it is that the Issuer will make use of its termination right.

A Security Holder in principle has no right to terminate.

*Return and reinvestment risk in the case of extraordinary termination by the Issuer*

Security Holders should note that the term of the Certificates can be ended by an extraordinary termination by the Issuer. In this case, the Security Holder bears the risk that its expectations with respect to an increase in the price of the Certificates can no longer be satisfied due to the premature ending of the term. It should also be taken into account in the case of an extraordinary termination that the Security Holder bears the reinvestment risk. This means that it may only be able to reinvest the Termination Amount to be paid by the Issuer in the case of an extraordinary termination on less favourable market terms than those existing when the Certificate was acquired.

*Risk of total loss in the case of a Barrier Event*

A so called "**Barrier Event**" occurs if – as provided for in the applicable Final Terms - the Observation Price reaches or falls below the Barrier at any time during the Observation Period and/or the Reference Price reaches or falls below the Barrier on the Final Valuation Date. Security Holders should note that if a Barrier Event occurs, the entitlement to a minimum redemption in the amount of the Bonus Amount expires, and that the Bonus/Capped Bonus Certificate is comparable with a direct investment in the Underlying (irrespective of dividend payments). Consequently, the Security Holder is exposed to a risk of loss comparable to the direct investment. Therefore, the Security Holder has a risk of total loss with regards to the invested capital. A total loss occurs when the Underlying is worthless on the Final Valuation Date.

An important determinant for the probability of the occurrence of a Barrier Event is the volatility of the Underlying. The term "**Volatility**" means the fluctuation margin or price movements of the Underlying. The higher the volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in a declining price of the Certificate.

*In case of Capped Bonus Certificates the Cash Amount is limited to Maximum Amount*

Irrespective of whether or not a Barrier Event has occurred, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price

movement of the Underlying above the Cap, with the result that the possible yield on Capped Bonus Certificates has an upper limit.

### **Product No. 2: Risk factors applicable to Discount Certificates**

In addition to the risk factors applicable to Product No. 1 described in "Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate" and "Return and reinvestment risk in the case of extraordinary termination by the Issuer", the following specific risk factors shall apply to the Certificates:

#### *Cash Amount is limited to Maximum Amount*

In the case of Discount Certificates, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price movement of the Underlying above the Cap, with the result that the possible yield on Discount Certificates has an upper limit.

#### *Risk of total loss*

Below the Cap, Discount Certificates are comparable with a direct investment in the Underlying (without taking into account dividend payments). In this case there is a risk of a total loss of the Security Holder's invested capital. A total loss will occur if the Underlying is worthless on the Final Valuation Date.

### **Product No. 3: Risk factors applicable to Open End Participation and Open End Index Certificates**

#### *Risk factors related to the unlimited term of the Certificates and/or to the Issuer's ability to terminate*

The Certificates do not have a specified limited term (Open End). The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The Certificates may be exercised by the Security Holder during a certain Exercise Period during their term by submitting an Exercise Notice. The Cash Amount for exercised Certificates is calculated based on the Underlying Price of the Underlying on the relevant Exercise Date.

The Issuer is furthermore entitled to extraordinary termination of the Certificates by notice if an adjustment is no longer possible or in the case of an Additional Disruption Event. It is to be noted that the Issuer exercises its termination right at its reasonable discretion and has no further obligations in relation to its termination right. The exercise of the right to extraordinary termination may occur at short notice, so that, in certain circumstances, the Security Holder may no longer be able to sell his or her Certificates on the secondary market.

The exercise of the termination right by the Issuer is generally more likely, the greater the volatility of the Underlying or the more illiquid the market in financial instruments related to the Underlying (including the forward and loan markets). Owing to the Issuer's termination right, Security Holders may not assume that the Certificates will have an unlimited term. Security Holders should therefore not rely on being able to maintain a position in the Certificates over a long period. Furthermore, Security Holders may not rely on the timely movement of the Underlying in a favourable direction before a Termination Date.

#### *Return and reinvestment risk in the case of ordinary or extraordinary termination by the Issuer*

Security Holders should note that the fundamentally unlimited term of the Certificates may be ended by an ordinary or extraordinary termination by the Issuer. In the case of a termination, the Security Holder bears the risk that his expectations with respect to an increase in the value of the Certificates may no longer be satisfied due to the ending of the term. In the case of a termination, it must also be considered that the Security Holder bears the reinvestment risk. This means that he or she may only be able to reinvest the amount paid by the Issuer in the event of a termination on more unfavourable market terms compared with those existing when the Certificate was purchased.

*Risk related to the Open End Participation Certificates related to futures contracts with Transaction Fee*

In the case of Open End Participation Certificates related to futures contracts, it is to be noted that a "Transaction Fee" may be calculated to cover the transaction costs arising from the Rollover (see also below in section "*Risk factors associated with Futures Contracts as Underlying – Rollover*" under section "2.2.3. *Risk factors relating to certain types of Underlyings*"). The amount of such Transaction Fee is based on a number per futures contract, expressed in the Reference Currency. The application of the Multiplier to these transaction costs leads to a loss in value of the Certificates if the Transaction Fee is greater than zero (0). It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover, so the determination of the applicable Multiplier has to be considered twice.

*Risk of total loss*

Open End Participation and Open End Index Certificates are comparable with a direct investment in the Underlying (irrespective of dividend payments and transaction fees, if applicable), with the result that the Security Holder is also exposed to a risk of loss comparable to the direct investment. Therefore, there is a risk of total loss with regard to the invested capital if the Underlying is worthless on the Final Valuation Date (e.g. in the case of a termination by the Issuer).

*Risk related to Open End Participation and Open End Index Certificates with a Management Fee*

If in the case of Open End Participation and Open End Index Certificates a Management Fee is foreseen, the Security Holder should note that subject to the holding period of the Certificates the Management Fee will reduce the Cash Amount which the Security Holder receives at the end of the term and that the Management Fee also has a negative impact on the secondary market prices of the Certificates during the term of the Certificates.

*Risk related to Open End Participation and Open End Index Certificates linked to performance indices*

In the case of Open End Participation and Open End Index Certificates linked to performance indices the Terms and Conditions may provide for an adjustment of the Multiplier on each Dividend Record Date. In the course of the adjustment any dividends or cash amounts equivalent to dividends will be taken into account (also considering the relevant Dividend Factor). As a consequence, the Multiplier will decrease which will have a negative impact on the Cash Amount. The effect will be greater, the higher the dividends and/or the dividend taxation.

**Product No. 4: Risk factors applicable to Reverse Bonus/Capped Reverse Bonus Certificates**

In addition to the risk factors applicable to Product No. 1 described in "Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate" and "Return and reinvestment risk in the case of extraordinary termination by the Issuer", the following specific risk factors shall apply to the Certificates:

*Risks related to the performance of Reverse Bonus/Capped Reverse Bonus Certificates owing to the reverse structure*

In the case of Reverse Bonus Certificates and Capped Reverse Bonus, the performance of the Certificates conversely depends on the performance of the Underlying. In contrast to typical participation securities, which represent a so-called "long position" (synthetic "purchase" of the Underlying), Reverse Bonus Certificates represent a so-called "short position" (synthetic "short sale" of the Underlying). This means that the Certificates enable the Security Holders to profit from a loss in value of the Underlying. **A Reverse Bonus Certificate typically declines in value (i.e. irrespective of other features and factors that determine the price of Certificates), if the value of the Underlying increases.**

#### *Risk of a total loss in the case of a Barrier Event*

In case of reverse structures a so called Barrier Event occurs if – as provided for in the applicable Final Terms - the Observation Price reaches or exceeds the Barrier at any time during the Observation Period and/or the Reference Price reaches or falls below the Barrier on the Final Valuation Date. Security Holders should consider that if a Barrier Event occurs, the entitlement to a minimum redemption expires and the Security Holder participates in the negative performance of the Underlying and/or in the case of Capped Reverse Bonus Certificates the Security Holder participates in the negative performance of the Underlying up to the Cap. In this case, the Security Holder has a risk of total loss with regard to the invested capital. A total loss occurs when the Underlying is equal to or above the Reverse Level on the Final Valuation Date.

An important determinant of the probability of the occurrence of a Barrier Event is the volatility of the Underlying. The term "**Volatility**" means the fluctuation margin or price fluctuations of the Underlying. The higher the Volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in the price of the Certificate declining.

#### *In case of Capped Reverse Bonus Certificates the Cash Amount is limited to the Maximum Amount*

In the case of Capped Reverse Bonus Certificates, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a negative price movement of the Underlying above the Cap, with the result that the possible yield on Capped Reverse Bonus Certificates has an upper limit.

#### *Limited yield potential due to reverse structure and irrespective of a Cap*

Security Holders should note that the yield potential is limited (regardless of a Cap) due to the reverse structure, since the participation in the negative performance of the Underlying is limited to 100%, i.e. in the case of Reverse Bonus Certificates the Cash Amount is limited to the Reverse Level (taking into account the Multiplier and, as the case may be, conversion into the Settlement Currency).

Accordingly, in the case of Reverse Bonus Certificates, the following relationship exists in principle between the economic value of the Certificates and the economic value of the Underlying: **A Reverse Bonus Certificate typically declines in value (i.e. irrespective of other features and factors that determine the price of Certificate), if the value of the Underlying increases. Accordingly, a Security Holder may suffer a total loss of the invested capital if the level of the Underlying increases and reaches or exceeds the Reverse Level.**

#### *Leverage effect in the case of Reverse Bonus and/or Capped Reverse Bonus Certificates due to the reverse structure*

There exists a leverage effect in the case of Reverse Bonus and/or Capped Reverse Bonus Certificates, the amount of which depends on the Reverse Level. A lower Reverse Level leads to a higher leverage effect and, therefore, to a higher risk of loss.

### **Product No. 5. Risk factors applicable to Participation and Index Certificates**

In addition to the risk factors applicable to Product No. 1 described in "Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate" and "Return and reinvestment risk in the case of extraordinary termination by the Issuer", the following specific risk factors shall apply to the Certificates:

#### *Risk related to Participation Certificates with a Management Fee*

If in the case of Participation Certificates a Management Fee is foreseen, the Security Holder should note that subject to the holding period of the Certificates the Management Fee will reduce the Cash Amount which the Security Holder receives at the end of the term and that the Management Fee also has a negative impact on the secondary market prices of the Certificates during the term of the Certificates.

### *Risk of total loss*

Participation and Index Certificates are comparable with a direct investment in the Underlying (irrespective of dividend payments). Consequently, the Security Holder is exposed to a risk of loss comparable to the direct investment. Therefore, there is a risk of total loss with regard to the invested capital if the Underlying is worthless on the Final Valuation Date.

### **Product No. 6. Risk factors applicable to Twin Win or Capped Twin Win Certificates**

In addition to the risk factors applicable to Product No. 1 described in "Risk factors related to the limited term of the Certificates and/or to the Issuer's ability to terminate" and "Return and reinvestment risk in the case of extraordinary termination by the Issuer", the following specific risk factors shall apply to the Certificates:

#### *Risk of total loss in the case of a Barrier Event*

Security Holders should note that if a Barrier Event has occurred, the Certificate is comparable to a direct investment in the Underlying (without taking into account dividend payments). As a result, the Security Holder is also exposed to a risk of loss comparable to the direct investment. Therefore, the Security Holder bears a risk of total loss with regard to the invested capital. A total loss occurs if the Underlying is worthless at the end of the term.

An important determinant of the probability of a Barrier Event is the volatility of the Underlying. The term "**Volatility**" means the fluctuation margin or price fluctuations of the Underlying. The higher the Volatility of an Underlying, the higher the risk to the Security Holder that the Barrier will be broken. An increasing probability of a Barrier break tends to result in the price of the Certificate declining.

#### *In case of Capped Twin Win Certificates the Cash Amount is limited to a Maximum Amount*

Irrespective of whether or not a Barrier Event has occurred, the Cash Amount will not exceed the Maximum Amount. This means that the Security Holder does not participate in a price movement of the Underlying above the Cap, with the result that the possible yield on Capped Twin Win Certificates has an upper limit.

### **Product No. 7. Risk factors applicable to Factor Certificates**

#### *Risk of investment in leveraged Underlyings*

Different from other Open End Participation-Certificates Factor Certificates are leveraged.

Investors should in particular note, that in the case of Factor Certificates the daily performance of the Underlying will be leveraged with the applicable Leverage Factor, i.e. positive and negative movements of the Underlying have a disproportionate effect on the value of the Certificate. This means that the determination of the Leverage Factor determines the degree of risk. The higher the leverage the higher the risk. **It should be noted that the price development of the Factor Certificates can be completely independent from the price development of the Underlying.**

In the case that the price of the Underlying falls significantly the value of the Certificate due to the leverage factor may decrease to a very low level. Subsequent price gains of the Underlying will lead to price increases of the Certificate. However, as the base level for the recovery of the Certificate will be very low significant price gains of the Underlying will only have relatively small effects on the price recovery of the Certificate.

The Factor Certificates provide for a kind of adjustment level (Stop-Loss Barrier) that should protect the investors against a total loss of their investment. However, such adjustment level might – under unfavourable circumstances – not prevent investors from intraday losses which might come close to a total loss of the capital invested.

**Capital markets are generally subject to fluctuations over a longer period of time. Due to the construction of Factor Certificates these fluctuations might have a material adverse effect on the price performance of the Certificates. Factor Certificates are not suited for long-term investments and are not a suitable alternative for direct investments into the Underlying, because the development of the Daily Leveraged Performance of the Underlying and, thus, of the value of the Factor Certificates might significantly deviate from the development of the value of the Underlying itself over a period of time.**

*Risk factors related to the unlimited term of the Certificates and to the Issuer's ability to terminate*

The Certificates do not have a specified limited term (Open End). The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on an extraordinary termination by the Issuer.

The Certificates may be exercised by the Security Holder during a certain Exercise Period during their term by submitting an Exercise Notice. The Cash Amount of exercised Certificates is calculated based on the daily price development of the Underlying on the relevant Exercise Date.

The Issuer is furthermore entitled to extraordinary terminate the Certificates by notice if an adjustment is no longer possible or in the case of an Additional Disruption Event. It is to be noted that the Issuer may exercise its termination right at its reasonable discretion and has no further obligations in relation to its termination right. The exercise of the extraordinary termination right may occur at short notice, so that, in certain circumstances, the Security Holder may no longer be able to sell his Certificate on the secondary market.

The exercise of the termination right by the Issuer is generally more likely, the greater the volatility of the Underlying or the more illiquid the market in financial instruments related to the Underlying (including the forward and loan markets). Due to the Issuer's termination right, Security Holders may not assume that the Certificates will have an unlimited term. Security Holders should therefore not rely on being able to maintain a position in the Certificates over a longer period of time.

*Return and reinvestment risk in the case of ordinary or extraordinary termination by the Issuer*

Security Holders should note that the fundamentally unlimited term of the Certificates may be ended by an ordinary or extraordinary termination by the Issuer. In the case of a termination, the Security Holder bears the risk that his expectations with respect to an increase in the value of the Certificates may no longer be satisfied due to the ending of the term. In the case of a termination, it must also be considered that the Security Holder bears the reinvestment risk. This means that he may only be able to reinvest the amount paid by the Issuer in the event of a termination on more unfavourable market terms compared with those existing when the Certificate was purchased.

*Risk of Factor Certificates with Transaction Fee*

In the case of Factor Certificates related to futures contracts a "Transaction Fee" may be calculated to cover the transaction costs in addition to the costs arising from the Rollover (see therefore under "*Risk factors associated with Futures Contracts as Underlying – Rollover*" in section "2.2.3. *Risk factors relating to certain types of Underlyings*"), whose amount is based on a number per futures contract, expressed in the Reference Currency. The application of those transaction costs to the Multiplier leads to a loss in value of the Certificates if the Transaction Fee is greater than zero. It must further be noted that the Transaction Fee is incurred both in respect of the purchase and the sale of the futures contracts on a Rollover.

### *Risk of total loss*

In the worst case an investment in Factor Certificates may involve the total loss of the capital invested. This will in any event be the case if the Reference Price of the Underlying on the Final Valuation Date amounts to zero.

### **2.2.3 Risk factors relating to certain types of Underlyings**

**Depending on the Underlying(s) to which the Certificates give exposure, Investors are exposed to further risks stemming from the type of Underlying and the behavior of its market prices as the Cash Amount an Investor may receive depends on the development of the price of the Underlying. The types of Underlyings foreseen in this Programme differ significantly as per their typical price volatility. Investors should only invest in Certificates if they are familiar with the relevant Underlying and have a comprehensive understanding of the type of Underlying itself, the market and other rules of the relevant Underlying as this is prerequisite to understand the risks associated with the Certificates; a lack of such understanding may have material adverse effects for the respective investor and result in losing such investors investment entirely or partly.**

#### **Risk factors associated with Baskets as Underlying**

*Factors that have an adverse impact on the performance of the basket, impair also the price and the Cash Amount of the Certificates.*

A basket as the underlying is composed of different basket constituents (shares) as specified in the Terms and Conditions of the securities. The individual basket constituents may be equally weighted or may have different weighting factors depending on the structure of the basket. As a general rule, the lower the weighting of an individual basket constituent is, the lower is the effect of its price performance on the price performance of the basket as a whole. The respective value of the basket is calculated on the basis of the prices of the individual basket constituents and of the weighting factor allocated to the particular basket constituent.

In case of a high correlation of the price development of the individual basket constituents it can be assumed that a negative price development of one basket constituent adversely affects the value of the basket as a whole. Investors should not rely on the assumption that the diversification in several basket constituents might have a balancing effect in case of a high correlation.

The term "correlation of the basket constituents" refers – expressed simply – to the extent to which the performance of the basket constituents depends on each other. Correlation is expressed as a value between '-1' to '+1', where '+1', i.e. a high positive correlation, means that the prices of the basket constituents always move in the same direction. If the correlation is '-1', i.e. a high negative correlation, the prices of the basket constituents always move in exactly opposite directions. A correlation of '0' signifies that it is not possible to make a statement on the connection between the performances of the individual basket constituents. If, for example, the basket constituents are shares and all of the shares relate to the same sector and the same country, it can generally be assumed that they will have a high positive correlation. But the correlation may fall if, for example, the corporations whose shares comprise the basket constituents are competing fiercely for market shares and the same sales markets.

The Issuer is entitled to adjust the composition of the basket specified at the time of issue of the Securities in certain circumstances. Therefore, the investors cannot assume that the composition of the basket and the weighting of the individual basket constituents will remain the same throughout the term of the Securities.

## **Risk factors associated with Indices as Underlying**

*Factors having a negative effect on the Performance of an Index may also negatively affect the value and Cash Amount of the Certificates*

In the case of Certificates linked to indices, the Cash Amount depends on the development of the price of the Index. Risks of the Index are thus also risks of the Certificates. The development of the price of the Index in turn depends on the individual index components of which the relevant Index is comprised. Equity indices are comprised of a synthetic portfolio of shares, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares that underlie such Index, such as interest and price levels on the capital markets, currency developments, political factors as well as company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. ETF indices are comprised of a synthetic portfolio of exchange traded funds, and as such, the performance of an Index linked to ETFs is dependent upon the development of the relevant exchange traded funds and the index underlying the respective ETF (and the components of the relevant index underlying the respective ETF). During the term of the Certificates, the market price of the Certificates may deviate from the development of the price of the Index or of the index components, since other factors, for example the correlations, volatilities and interest rate levels may influence the development of the price of the Certificates. In the case of performance indices, the reinvestment of dividend payments relating to the index components may also influence the development of the price of the Certificates.

*The Issuer has no influence on the existence, composition and calculation of the Index*

It should be noted that the Index Sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of components of any Index may affect the level of such Index as a newly added company may perform significantly worse or better than the company it replaces, which in turn may affect the payments made by the Issuer to the purchasers of the Certificates. The Index Sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The Index Sponsor of an Index will have no involvement in the offer and sale of the Certificates and will have no obligation to any purchaser of such Certificates. The Index Sponsor of an Index may take any actions in respect of such Index without regard to the interests of the purchasers of the Certificates, and any of these actions could adversely affect the market value of the Certificates.

*Certificates relating to a price index do not take into account dividends and other distributions paid in relation to the index components, since they are not reflected in the price of such an index*

The rules governing the composition and calculation of the relevant underlying Index might stipulate that dividends distributed on its components do not lead to a rise in the index level, for example, if it is a "price" index, which may lead to a decrease in the index level if all other circumstances remain the same. As a result, in such cases the purchasers of Certificates in respect of which an Underlying is such type of Index will not participate in dividends or other distributions paid on the components comprising the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index.

*The Index Sponsor does not carry out any activity which affects the value of the Index and does not issue investment recommendations regarding the Index*

The Index Sponsor or licensor does not carry out sales or promotional or marketing activities for the Certificates. It does not give investment advice for the Certificates. In particular, the Index is determined, comprised and calculated by the Index Sponsor or licensor without consideration of the Issuer and the Certificates.

The Index Sponsor of an Index will have no involvement in the offer and sale of the Certificates and will have no obligation to any purchaser of such Certificates. The Index



Sponsor of an Index may take any actions in respect of such an Index without regard to the interests of the purchasers of the Certificates, and any of these actions could adversely affect the market value of the Certificates.

Neither the Index Sponsor nor the licensor assume any responsibility or liability for the marketing or trading of the Certificates.

*Security Holders do not have any rights in relation to the index components underlying the Index*

Even if the amount of the payment to be made on the Certificates is entirely dependent on the performance of the underlying Index, the Certificates do not give a right to assert claims against the issuer of the shares underlying the Index.

### **Risks associated with Exchange Traded Funds (ETF) as Underlying**

*Various unpredictable factors may affect the performance of Exchange Traded Funds*

An Exchange Traded Fund ("ETF") may seek to track the performance of an index (in relation to such ETF, an "**Underlying Index**"), or the performance of certain assets, contracts and/or instruments which may be invested in or held by the ETF. The performance of an ETF may be dependent upon company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy of the underlying companies that comprise the Underlying Index of such ETF, or upon the value of such assets, contracts and/or instruments invested in, held by or tracked by the ETF as well as macroeconomic factors, such as interest and price levels on the capital markets, currency developments and political factors.

The net asset value of the shares in an ETF may be calculated by reference to the levels of the shares of the underlying companies comprising the Underlying Index, without taking into account the value of dividends paid on those underlying shares (where the ETF seeks to track the performance of the Underlying Index), or by reference to the value of such assets, contracts and/or instruments invested in or held by the ETF as specified in its prospectus or constitutive documents.

Therefore, an investment in the Certificates which are linked to an ETF is not the same as a direct investment in any Underlying Index, or the shares of the underlying companies comprising the Underlying Index, or any assets, contracts and/or instruments which may be invested in or held by the ETF and may therefore result in a lower yield than a direct investment in such index or shares.

*Exposure to the risk that the return on the Certificate does not reflect the return on a direct investment in the fund units or the assets included in the portfolio of the ETF linked thereto*

An investor's return on Certificates linked to ETFs may not reflect the return such investor would realise if he or she actually owned the relevant fund units or assets included in the portfolio(s) of the ETF. For example, if the portfolio of the fund includes shares or a share index, investors in the Certificate linked to such ETF will not receive any dividends paid on such shares or the shares included in such share index and will not benefit from those dividends unless such ETF takes such dividends into account for purposes of calculating the value of such ETF. Similarly, investors in Certificates linked to ETFs will not have any voting rights in the shares or other assets that are included in the portfolio of the fund. Accordingly, an investor in Certificates linked to ETF may receive a lower payment (if any) upon redemption of such Certificates than such investor would have received, if he or she had directly invested in the fund units or assets included in the portfolio of such ETF.

*A change in the composition or discontinuance of the ETF could adversely affect the market value of, and return (if any) on, Certificates linked thereto*

The Issuer has no influence on the composition or performance of any ETF or any index that such ETF is intended to replicate. The management company or the licensor/index sponsor, as applicable, of an Underlying Index can add, delete or substitute the assets included in such index, respectively, or make methodological changes that could affect the value of such ETF or of such Underlying Index, respectively. The substitution of assets included in the portfolio

of an ETF or in an Underlying Index, respectively, may affect the value of such ETF, as a newly added asset may perform significantly worse or better than the asset it replaces, which in turn may affect the market value of, or payments (or other benefits to be received) under, the Certificates. The management company or licensor/index sponsor of any Underlying Index may also alter, discontinue or suspend calculation or dissemination of information on such ETF or such Underlying Index, respectively. The management company and licensor/index sponsor of such ETF underlying index are not involved in the offer and sale of the Certificates and have no obligation to invest therein. The management company and licensor/index sponsor of such Underlying Index may take any actions in respect of such ETF or such Underlying Index, respectively, without regard to the interests of the investors in Certificates, and any of these actions could adversely affect the market value of (or amount payable under) such Certificates. In particular, no assurance can be given that the performance of an ETF will be identical to the performance of the assets included in the portfolio of the ETF or which the ETF intends to replicate, respectively, due to many factors.

The Issuer gives no assurance that all events occurring prior to the First Settlement Date of the Certificates that would affect the trading price of the relevant ETF will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the share issuer could affect the trading price of the shares in an ETF and therefore the trading price of and return on the Certificates.

*If the ETF underlying index or the ETF is materially changed, the Terms and Conditions of the Certificates may be adjusted or the Certificates may be redeemed early*

If at any time the Underlying Index is changed in a material respect, or if the ETF in any other way is modified so that it does not, in the opinion of the Issuer, fairly represent the net asset value of the ETF had those changes or modifications not been made, then, from and after that time, the Issuer will make those calculations and adjustments as may be necessary in order to arrive at a price of an exchange traded fund comparable to the ETF, as if those changes or modifications had not been made, and calculate the closing prices with reference to the ETF, as adjusted. Accordingly, if the ETF is modified in a way that the price of its shares is a fraction of what it would have been if it had not been modified (for example, due to a split or a reverse split), then the Issuer will adjust the price in order to arrive at a price of the ETF as if it had not been modified (for example, as if the split or the reverse split had not occurred). The Issuer may determine that no adjustment is required by the modification of the method of calculation. Any of these determinations could negatively affect the value of and return on the Certificates.

*Risks in relation to market price*

The market price of interests in the ETF may, due to the forces of supply and demand, as well as liquidity and scale of trading spread in the secondary market, diverge from their net asset value, i.e., the market price per interest in the ETF could be higher or lower than its net asset value, and will fluctuate during the trading day.

*The performance of an ETF with a portfolio of assets that are concentrated in the assets of a particular industry or group of industries could be more volatile than the performance of ETFs with portfolios of more diverse assets*

Investors in Certificates linked to an ETF with a portfolio of assets that are concentrated in the assets of a particular industry or group of industries should be aware that the performance of such ETF could be more volatile than the performance of ETFs with portfolios of more diverse assets.

### **Risk factors associated with Shares as Underlying**

*Factors having a negative effect on the performance of the Shares may also negatively affect the value and Cash Amount of the Certificates*

Relevant for the development of the price of the Certificates is the development of the share price. The development of the share price cannot be predicted and is determined by macroeconomic factors, e.g. the interest rate and price level on capital markets, currency

developments, political circumstances, as well as company-specific factors such as e.g. the earnings situation, market position, risk situation, shareholder structure, and distribution policy.

*Certificates relating to Shares do not take into account any dividends and other distributions paid in relation to the Shares*

Purchasers of the Certificates will not participate in dividends or other distributions paid on Shares as Underlying. Therefore, the return on the Certificates will not reflect the return a purchaser would have realised had he or she actually owned such Shares and received the dividends on them. The Security Holders also do not have voting rights regarding the Share.

*Actions by the issuer of a Share may negatively affect the Certificates*

The issuer of a Share will have no involvement in the offer and sale of the Certificates and will have no obligation to any Certificate Holder. The issuer of a Share may take any actions in respect of such Share without regard to the interests of the Security Holder, and any of these actions could have a negative effect on the market value and the return of the Certificates.

*Security Holders do not have any claims against the Share issuer*

Even if redemption of the Certificates is significantly dependent on the performance of the underlying Share, the Certificates do not give any recourse rights or other claims against the issuer of the Shares underlying the Certificates.

### **Risk factors associated with Currency Exchange Rates as Underlying**

Currency Exchange Rates reflect the value ratio of one specific currency to a different currency. In international foreign exchange trading, where a specific currency is traded against another, the currency being traded is referred to as the "**Base Currency**", while the currency which states the price for the Base Currency, is referred to as "**Reference Currency**". For example, the foreign exchange rate "EUR/USD 1.1684" indicates that USD 1.1684 (= Reference Currency) has to be paid to purchase one Euro (= Base Currency). An increase of this foreign exchange rate therefore means an increase in the Euro compared to the US-Dollar. Conversely, the foreign exchange rate "USD/EUR 0.8556" indicates that EUR 0.8556 has to be paid to purchase one US-Dollar. An increase in this foreign exchange rate therefore means an increase in the US-Dollar compared to the Euro.

The performance of foreign exchange rates is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates as well as the availability of a specified currency.

Values from various sources may be used as price for the currency exchange rates. On the one side, this may be currency exchange rate prices, which are established in the so-called inter-bank trading, since the majority of international foreign exchange trading is settled between large banks. Such prices are published on screen pages of renowned financial information services (such as e.g. Reuters or Bloomberg). On the other side, official currency exchange rates determined by central banks (such as e.g. the European Central Bank) may be used as price for the currency exchange rate. Furthermore, it may be possible that the price of certain currency exchange rate pairs cannot be obtained in a suitable form at a reference market. For these foreign exchange rates, the price is determined by the Calculation Agent indirectly by using two currency exchange rate pairs, each of which contains a currency of the currency exchange rate pair underlying the Certificates as well as a common reference currency. The price of the Currency Exchange Rate underlying the Certificates is determined by making a cross rate calculation of these two currency exchange rates.

### **Risk factors associated with Interest Rates as Underlying**

The development of the relevant Interest Rate is not foreseeable at the time of the issue and depends on numerous factors, inter alia, supply and demand factors on international money markets, which are influenced by measures of governments and central banks as well as speculations and, if applicable, general economic factors.

### **Risk factors associated with Commodities as Underlying**

Raw materials or commodities are generally divided into three main categories: mineral commodities (such as e.g. oil, gas, aluminium and copper), agricultural products (such as e.g. wheat and corn), and precious metals (such as e.g. gold and silver). A majority of raw materials or commodities are traded on specialized exchanges or directly among market participants (inter-bank trading) worldwide in the form of OTC transactions ("over the counter") using mostly standardized contracts.

Price risks of raw materials or commodities are often complex. The prices are subject to greater fluctuations (volatility) than those of different investment categories. Commodity markets particularly have a lower liquidity than bond, foreign currency and stock markets. Changes in supply and demand therefore have a more drastic effect on prices and volatility, which is why investments in commodities are more risky and complex.

The factors influencing commodity prices are numerous and complex. The following are examples of some typical factors, which are reflected in commodity prices.

#### *Supply and demand*

The planning and management of commodities supplies are very time-consuming. This means that the scope for action on the supply side is limited and it is not always possible to adjust production swiftly to take account of changed demand. Demand can also vary on a regional basis. Transport costs for commodities in regions where these are needed also affect their prices. The fact that some commodities take a cyclical pattern, such as agricultural products which are only produced at certain times of the year, can also result in major price fluctuations.

#### *Direct investment costs*

Direct investments in commodities involve costs related to storage, insurance and tax. Moreover, no interest or dividends are paid on commodities. The total returns from commodities investments are therefore influenced by these factors.

#### *Liquidity*

Not all commodities markets are liquid and able to quickly and adequately react to changes in supply and demand. The fact that there are only a few market participants active on the commodities markets means that large speculative investments can have negative consequences and may distort prices.

### *Weather and natural catastrophes*

Unfavourable weather conditions can influence the supply of certain commodities for the entire year. This kind of supply crisis can lead to severe and unpredictable price fluctuations. Diseases and epidemics can also influence the prices for agricultural products.

### *Governmental programs and policies, national and international political, military and economic events and trading activities in commodities*

Commodities are often produced in emerging market countries, with demand coming from industrialized nations. However, the political and economic situation of emerging markets is often far less stable than in industrialized nations. They are generally much more susceptible to the risks of rapid political change and economic setbacks. Political crises can affect investor confidence, which can as a consequence influence commodity prices. Armed conflicts can also have impact on the supply and demand for certain commodities. It is also possible for industrialized nations to impose embargos on imports and exports of goods and services. This can directly and indirectly impact commodity prices. Furthermore, numerous commodity producers have joined forces to establish organizations or cartels in order to regulate supply and influence prices.

### *Taxes and duties*

Changes in tax rates and customs duties may have a positive or a negative impact on the profitability margins for commodities producers. If these costs are passed on to buyers, these changes will affect the prices of the relevant commodities.

## **Risk factors associated with Futures Contracts as Underlying**

### *General*

Futures Contracts, also referred to as futures, are standardized futures transactions linked to (i) financial instruments (e.g. shares, indices, interest rates, dividends or foreign currencies) – so-called financial futures contract – or (ii) to commodities (e.g. precious metals, wheat, or sugar) – so-called commodity future contract.

A Futures Contract represents the contractual obligation to purchase or sell a certain quantity of the respective contract object on a fixed date at an agreed price. Futures Contracts are traded on futures exchanges and are standardized in respect to contract size, type and quality of the contract object, and potential places and dates of delivery. General, a close correlation exists between the price development of the financial instrument or commodity underlying the Underlying on a spot market and the corresponding futures market. However, Futures Contracts are generally traded with a premium or discount compared to the spot price of the underlying financial instrument or commodity. This difference between spot and futures price, which is referred to as "basis" in futures exchange terminology, results on the one side from the inclusion of costs, which usually arise during spot transactions in the calculation (storage, delivery, insurance, etc.), or of income usually related to spot transactions (interest, dividends, etc.) and on the other side from the differing valuation of general market factors on the spot and futures market. Furthermore, the liquidity may significantly differ between the spot and the corresponding futures market depending on the financial instrument or commodity.

Since the Certificates are linked to the exchange price of the Futures Contract underlying the Certificates, it is advisable that the Security Holder, in addition to knowledge about the market for the financial instrument underlying the relevant Futures Contract or the market for the commodity underlying the relevant Futures Contract, also has knowledge about the mechanisms and valuation factors of futures transactions, since an appropriate evaluation of the risks related to the purchase of these Certificates is possible only in this case.

### *Rollover*

Since Futures Contracts as Underlying of the Certificates have a fixed expiration date in each case, the Underlying is replaced by the Issuer in the case of Open End Participation Certificates or Factor Certificates at a certain point in time with a Futures Contract, which except for an expiration date that is more distant in the future has the same contract specifications as the originally underlying Futures Contract ("**Rollover**").

The Issuer will close out its positions entered into through respective hedging transactions regarding the previous Futures Contracts, the expiration date of which is imminent, on the Rollover Date and build up corresponding positions in respect to a Futures Contract with identical features but a longer term.

After completion of the Rollover, the Multiplier is adjusted based on the Roll Over Price for the Successor Value.

**Risks associated with the regulation and reform of "benchmarks", including LIBOR, EURIBOR and other interest rate, equity, commodity, foreign exchange rate and other types of benchmarks.**

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate, equity, commodity, foreign exchange rate and other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory reform. Following any such reforms benchmarks may perform differently than in the past or disappear entirely, or there could be other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Certificates linked to such a benchmark.

Key regulatory proposals and initiatives in this area include (amongst others) IOSCO's Principles for Financial Market Benchmarks, published in July 2013 (the "**IOSCO Benchmark Principles**"), the Benchmark Regulation, and the transition, proposed by the UK's Financial Conduct Authority (the "**FCA**"), away from LIBOR to one or more alternative benchmarks.

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability as well as the quality and transparency of benchmark design and methodologies. Subsequent implementation reviews have found that widespread efforts are being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed. However, the reviews also note that, as the "benchmarks industry" is in a state of flux, IOSCO may need to take further steps in the future - although it is not yet clear what these steps might be.

The Benchmark Regulation entered into force in June 2016 and is fully applicable in the EU since 1 January 2018 (save that certain provisions, including those related to "critical benchmarks", took effect as at 30 June 2016), subject to certain transitional provisions. The Benchmark Regulation applies to "contributors" to, "administrators" of, and "users" of benchmarks in the EU. Since 1 January 2018, it does, among other things, (a) require EU benchmark administrators to be authorised or registered and to comply with requirements relating to the administration of benchmarks, (b) prohibit the use in the EU of benchmarks provided by EU administrators which are not authorised or registered in accordance with the Benchmark Regulation, and (c) prohibit the use in the EU of benchmarks provided by non-EU administrators which are not (i) authorised or registered and subject to supervision in a jurisdiction in respect of which an "equivalence" decision has been adopted in accordance with the Benchmark Regulation, or (ii) where such equivalence decision is pending, "recognised" by the competent authorities of the applicable EU Member State(s). An exception to this is that a benchmark provided by a non-EU administrator can itself be endorsed for use in the EU by an EU authorised or registered administrator or an EU-based supervised entity, following authorisation of the endorsement by the relevant competent authority.

The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices such as EURIBOR, will, when fully applicable, apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices. This will include "proprietary" indices or strategies where these are used to (i) determine the amount payable under, or the value of, certain financial instruments (including securities and OTC derivatives listed on an EU regulated market, EU multilateral trading facility (MTF), EU organised trading facility (OTF) or traded via a systematic internaliser), (ii) determine the amount payable under certain financial contracts, or (iii) measure the performance of an investment fund. The requirements of the Benchmark Regulation vary depending on the category of benchmark in question. In particular, a lighter

touch regime applies to benchmarks which are not interest rate or commodity benchmarks where the total average value of financial instruments, financial contracts or investment funds referencing the benchmark over a period of six months is less than EUR 50 billion (subject to further conditions).

The Benchmark Regulation could have a material impact on Certificates linked to a benchmark rate or index. For example:

- a rate or index which is a benchmark could be prohibited from being used in the EU if (subject to applicable transitional provisions) its administrator is (i) based in the EU and does not obtain authorisation or registration, or (ii) based in a non-EU jurisdiction which does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision. It could also become unlawful or contradictory to any applicable licensing requirements for the Calculation Agent to determine the level or other value of such benchmark or to make any other determination in respect of the Certificates which it would otherwise be obliged to do so pursuant to the Terms and Conditions of the Certificates. In such events, depending on the particular benchmark and the applicable Terms and Conditions of the Certificates, the Certificates could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted;
- the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and could lead to adjustments to the Terms and Conditions of the Certificates, including the Calculation Agent determination of the rate or level in its reasonable discretion.

In a speech in July 2017, the Chief Executive of the FCA announced that by the end of 2021 the FCA would no longer seek to persuade LIBOR panel banks to continue to submit rates to the LIBOR administrator, and that the market should begin planning transition to alternative reference rates that are based on actual transactions. The Bank of England's Working Group on Sterling Risk-Free Reference Rates has been considering risk free rates for use as alternatives to LIBOR and has chosen a reformed Sterling Overnight Index Average ("**SONIA**"). The reforms to SONIA became effective on 23 April 2018 and it is expected that there will be a transition to SONIA over the next four years across sterling bond, loan and derivatives related markets, so that SONIA is established as the primary sterling interest rate benchmark by end 2021.

Ongoing international and/or national reform initiatives and the increased regulatory scrutiny of benchmarks generally could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any applicable regulations or requirements. Such factors may discourage market participants from continuing to administer or contribute to benchmarks, trigger changes in the rules or methodologies used in respect of benchmarks, and/or lead to the disappearance of benchmarks, including LIBOR.

This could in particular result in (i) adjustments to the terms and conditions such as the substitution of the relevant benchmark and/or discretionary determinations by the Calculation Agent and/or (ii) delisting of the Certificates. In this respect, Security Holders should also note that the Issuer may terminate the Certificates extraordinarily if according to the reasonable discretion of the Calculation Agent a determination of the relevant underlying price is not possible. This can particularly be the case if the relevant benchmark provided by the administrator may no longer be used or if its methodology has materially changed as a consequence of the Benchmark Regulation and if a substitute benchmark is not available. Any such consequence could have a material adverse effect on the market price of and return on any such Certificates linked to a benchmark.

#### **2.2.4 Risk factors relating to conflicts of interest**

The Issuer may from time to time act in other capacities with regard to the Certificates, such as calculation agent. Such functions may allow the Issuer to calculate the value of the Underlying 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 Underlying, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

The Issuer may from time to time engage in transactions involving the Underlying for its proprietary accounts and for accounts under its management. Such transactions may have a positive or negative effect on the value of the Underlying and consequently upon the market price of the Certificates. As used in this section "*Risk factors relating to conflicts of interest*", references to the Underlying shall be deemed to include any of its constituents, if applicable.

The Issuer may issue other derivative instruments in respect of the Underlying (if any) and the introduction of such competing products into the marketplace may affect the market price of the Certificates.

The Issuer may use all or some of the proceeds received from the sale of the Certificates to enter into hedging transactions. The Issuer believes that such hedging activity will under normal circumstances not have a material impact on the market price of the Certificates. However, it cannot be assured that the Issuer's hedging activities will not affect such market price. The market price of the Certificates 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 Certificates.

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



## 3. THE CERTIFICATES

### 3.1. General Information about the Certificates

#### 3.1.1 Description of the Certificates and the rights attached to the Certificates, information relating to the underlying and consequences of market disruptions or adjustments

The type of the Certificate and the relevant securities identification number of the Certificate are stated in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms.

The Certificates issued by the Issuer may be linked to indices, ETFs, shares, basket of shares, currency exchange rates, interest rates, commodities or future contracts as specified in Table 2 in the Annex to the Issue Specific Conditions of the Final Terms.

A description of the underlying and the components of the underlying, as the case may be, and an indication where information about the past and further performance of the underlying and the components of the underlying, as the case may be, and its volatility can be obtained can be found in the Final Terms of the respective Certificates.

Furthermore and as the case may be, the Final Terms contain information about the name of the issuer or sponsor of the underlying, the international securities identification number (ISIN) or other such security identification code, the name of the index in case of an index as underlying, or equivalent information in relation to the relevant underlying and its components, as the case may be. If the underlying is a basket the Final Terms shall disclose the relevant weightings of each underlying in the basket.

Where the applicable Final Terms specify the Underlying to be an index and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of the Issuer the Issuer makes the following statements:

- the complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or the Index Sponsor's website; and
- the governing rules (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

The right to demand payment of a Cash Amount on the respective Repayment Date is specified in Section 1 of the Issue Specific Conditions in the relevant Final Terms.

Any consequences of market disruptions, e.g. the postponement of a Final Valuation Date, are specified in Section 8 of the Issue Specific Conditions in the relevant Final Terms.

Any consequences of adjustments, e.g. the substitution of an Underlying, are specified in Section 9 of the Issue Specific Conditions in the relevant Final Terms.

#### 3.1.2 Listing and trading

The Issuer may introduce or apply for admission of the Certificates on one or several stock exchange(s) or multilateral trading system(s) or regulated or unregulated market(s), *inter alia*, at the Vienna Stock Exchange and/or the Stuttgart Stock Exchange (*Börse Stuttgart*) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange. The Issuer may also issue Certificates which are not admitted to trading.

Certificates of the same class may have been admitted to trading on the same or another market already. If and where a listing is intended, this will be stated in the relevant Final Terms. Further, information concerning a public offer of the Certificates will be contained in the relevant Final Terms, if any.

In the case of admission to trading and/or listing, the Minimum Trading Number will be stated in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms. The Issuer intends to quote bid and ask prices for the Certificates of an issue on a regular basis under normal market conditions, however the Issuer does not commit itself and is under no obligation legal or otherwise to quote bid and ask prices for the Certificates of an issue.

### **3.1.3 Currency of the Certificates**

The Certificates will be offered for purchase (offer subject to change) in the Settlement Currency which is specified in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms. Exchange and off-exchange trading in the Certificates (if applicable) will likewise be conducted in the Settlement Currency. The disbursement of the Cash Amount (if any) will be made in the Settlement Currency (following a conversion into the Settlement Currency, as the case may be).

### **3.1.4 Terms and conditions of the offer, offer period**

The offer of Certificates under this Prospectus is not subject to any conditions. The Final Terms must be read in conjunction with the Prospectus and its supplement(s) (if any).

The Prospectus provides for permanent and/or repeated issues of Certificates. Individual issues of Certificates will be offered permanently (*Daueremissionen*), where Certificates may be issued during most of their term at a price determined and adjusted from time to time by the Issuer ("**tap issue**"). Alternatively, the Certificates may be offered during a subscription period in one or several Series, with different features, at a fixed price plus an issuing premium. When the respective subscription period has ended, the Certificates will be sold over-the-counter.

The invitation to prospective investors to make offers for the subscription of Certificates is carried out by the Issuer and distribution partners, if any. An offer to subscribe for Certificates may be made by an investor to the Issuer or distribution partners, if any, during substantially the whole (or part of the) term of the Certificates at the discretion of the Issuer. The Issuer retains the right to accept or reject subscription offers, in whole or in part.

The Certificates are issued as non-par value instruments (*Stücknotiz*) and do not have any specified denominations; the Minimum Trading Numbers are set out in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms, if any. In general, no maximum subscription amount will be set by the Issuer.

The Certificates are issued as tap issues (*Daueremissionen*) so that the result of the offer will not be made public prior to the closing of the issue. Usually a notification of the maximum amount to OeKB CSD will be made.

### **3.1.5 Pricing of the Certificates and factors influencing the market price of the Certificates**

The Initial Issue Price of the Certificates is fixed by the Issuer by taking into account several price relevant factors, including the price of the Underlying, the current interest rate, anticipated dividends and other product specific criteria.

Additionally, the Initial Issue Price may include an issue premium which is intended to cover commissions for the Issuer or other ancillary costs arising in connection with the issue and hedging of the respective Certificates.

The Initial Issue Price is disclosed in Table 1 in the Annex to the Issue Specific Conditions of the Final Terms, and any further market prices of the Certificates are determined at the Issuer's reasonable discretion according to market conditions.

Costs and disbursements incurred by an investor in connection with a secondary purchase of the Certificates are outside of the influence of the Issuer.

### **3.1.6 Delivery of the Certificates**

If the Final Terms do not provide otherwise, the payment of the subscription price is effected on the basis of a subscription agreement between the investor and the Issuer concerning the acquisition of the respective Certificates. Delivery shall be effected upon payment within market customary time periods.

### **3.1.7 Clearing Systems and form and delivery**

The Certificates are cleared by OeKB CSD, Strauchgasse 1-3, A-1010 Vienna. After settlement, the Certificates are represented by a global bearer note, which is deposited with OeKB CSD. No Certificates in definite form will be issued. The Security Holders are entitled to co-ownership interests

in the global bearer note, which are transferrable in accordance with the terms and conditions of OeKB CSD and applicable law.

### **3.1.8 Restrictions on the free transferability of the securities**

Each Certificate (of a series of Certificates) is transferable in accordance with the laws applying in each case and, where relevant, the respective applicable regulations and procedures of the securities depository in whose records the transfer is registered.

The Certificates are transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions or an integral multiple thereof.

When purchasing, transferring or exercising the Certificates, investors must comply with the selling restrictions as laid out in Part "10. *Subscription and Sale*" of this Prospectus.

### **3.1.9 Ranking of the Certificates**

The Certificates constitute direct, unsecured and unsubordinated obligations of the Issuer, which rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for those obligations that have priority according to mandatory law.

### **3.1.10 Consents and approvals, resolutions in respect of the issue of the Certificates**

The Issuer has obtained all necessary consents, approvals and authorisations in Austria in connection with the issue and performance of Certificates.

The Issuer may issue Certificates under the Prospectus in accordance with internal approvals, as in force from time to time, provided that, unless otherwise specified in the Final Terms, issues of Certificates from 1 July 2018 to 30 June 2019 will be made in accordance with a resolution of the Management Board of the Issuer passed on 22 June 2018 and a resolution of the Supervisory Board dated 28 June 2018, and issues of Certificates from 1 July 2019 to 30 June 2020 will be made in accordance with resolutions of the Management Board of the Issuer which are expected to be adopted in May 2019.

### **3.1.11 Reasons for the offer and use of proceeds from the sale of the Certificates**

The issue of the Certificates is part of the ordinary business activity of the Issuer and is undertaken solely to generate profits. For the avoidance of doubt: Even if the Cash Amount and the performance of the Certificates are calculated by referencing to a price of the underlying defined in the Terms and Conditions of the Certificates the Issuer is not obliged to invest the proceeds from the issuance into the underlying or components of the underlying at any time. The Security Holders do not have any property rights or shares in the underlying or its components. The Issuer is free to choose about the use of the proceeds of the issuance.

### **3.1.12 Applicable law, place of performance and place of jurisdiction**

Form and content of the Certificates as well as all rights and obligations from matters governed in the Terms and Conditions are determined in every respect by the laws of Austria.

Vienna, Austria, shall be place of performance.

To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Security Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.

### **3.1.13 Interest of individuals or legal entities involved in the issue**

Concerning interests of individuals or legal entities involved in the issue as well as potential conflicts of interests resulting from this, please see "2.2.4 *Risk factors relating to conflicts of interest*" in the

Prospectus and under "*Interest of natural and legal persons involved in the issue/offer*" under "*Other information*" in the relevant Final Terms.

### **3.1.14 Fees**

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

### **3.1.15 Categories of potential investors**

The Issuer generally does not distinct in various categories of potential investors to which the Certificates are offered. The Issuer may offer Certificates generally to retail and institutional investors in any jurisdiction where the legal and further requirements for offering securities are fulfilled. If offers are being made simultaneously in the markets of two or more countries, the Issuer generally does not reserve any tranches of Certificates for certain of these.

### **3.1.16 Eligibility of the Certificates**

The Certificates issued under this Programme constitute eligible liabilities within the meaning of § 2 (71) in connection with § 86 (1) BaSAG and thus, the bail-in tool may also apply to the Certificates. For further information please see the risk factor "*The Certificates may be subject to write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in Security Holders losing some or all of their investment in the Certificates (statutory loss absorption)*".

## **3.2. Explanation Description of mechanism of Certificates**

### **Product No. 1: Explanation of mechanism of Bonus/Capped Bonus Certificates**

In the case of these Certificates, on the Repayment Date Security Holders receive a Cash Amount, converted into the Settlement Currency, as the case may be, the amount of which depends on the performance of the Underlying.

- (i) If no Barrier Event occurs, the Cash Amount equals the Reference Price taking into account the Multiplier, and the Cash Amount is at least equal to the Bonus Amount and in case of Capped Bonus Certificates does not exceed the Maximum Amount.
- (ii) If a Barrier Event has occurred, the Cash Amount is no longer at least equal to the Bonus Amount, but is always equal to the Reference Price (taking into account the Multiplier) (1:1 participation in the performance of the Underlying) and in case of Capped Bonus Certificates does not exceed the Maximum Amount.

A "**Barrier Event**" occurs if the Observation Price reaches or falls below the Barrier at any time during the Observation Period and/or the Reference Price reaches or falls below the Barrier on the Final Valuation Date, as determined in the relevant Final Terms.

The Security Holders do not have any claim to or arising out of the Underlying (e.g. voting rights, dividends).

### **Product No. 2: Explanation of mechanism of Discount Certificates**

In the case of these Certificates, Security Holders participate in the performance of the Underlying throughout the term. The Initial Issue Price or the current price of the Certificate is below the current market price of the Underlying (Discount) taking into account the Multiplier.

On the Repayment Date the Security Holders receive a Cash Amount, converted into the Settlement Currency, as the case may be, the amount of which is dependent on the Reference Price.

- (i) If the Reference Price is at the level of or above the Cap, the Cash Amount equals the Maximum Amount.
- (ii) If the Reference Price is below the Cap, Security Holders receive a Cash Amount which equals the Reference Price taking into account the Multiplier.

The Security Holders do not have any claim to or arising out of the Underlying (e.g. voting rights, dividends).

### **Product No. 3: Explanation of mechanism of Open End Participation and Open End Index Certificates**

Open End Participation and Open End Index Certificates do not have a specified limited term. The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The Cash Amount, converted into the Settlement Currency, as the case may be, equals the Reference Price multiplied by the (current) Multiplier and a Management Factor, if a Management Fee applies.

### **Product No. 4: Explanation of mechanism of Reverse Bonus/Capped Reverse Bonus Certificates**

In the case of these Certificates, Security Holders receive a Cash Amount on the Repayment Date, converted into the Settlement Currency, as the case may be, the amount of which depends on the performance of the Underlying. A particular feature is that the participation of the Security Holders is inverse to the performance of the Underlying.

- (i) If no Barrier Event has occurred, the Cash Amount equals the Reverse Level minus the Reference Price, taking into account the Multiplier, and is at least equal to the Bonus Amount and in case of Capped Reverse Bonus Certificates does not exceed the Maximum Amount.
- (ii) If a Barrier Event has occurred, the Cash Amount is no longer at least equal to the Bonus Amount, but always equals the Reverse Level minus the Reference Price, taking into account the Multiplier (positive participation in the negative Performance of the Underlying), and is at least equal to zero and in case of Capped Reverse Bonus Certificates does not exceed the Maximum Amount.

A Barrier Event occurs if the Observation Price reaches or exceeds the Barrier at any time during the Observation Period and/or the Reference Price reaches or exceeds the Barrier on the Final Valuation Date, as determined in the relevant Final Terms.

Security Holders have no rights in respect of or arising from the Underlying (e.g. voting rights, dividends).

### **Product No. 5: Explanation of mechanism of Participation and Index Certificates**

In the case of these Certificates, Security Holders receive a Cash Amount on the Repayment Date, converted into the Settlement Currency, as the case may be, the amount of which depends on the performance of the Underlying. The Cash Amount equals the Reference Price multiplied by the Multiplier and a Management Factor, if a Management Fee applies.

### **Product No. 6: Explanation of mechanism of Twin Win or Capped Twin Win Certificates**

The level of the Cash Amount, converted into the Settlement Currency, as the case may be, in the case of Twin Win Certificates is linked to the performance of the Underlying, and the following cases are to be distinguished:

- (i) If no Barrier Event has occurred and the Reference Price equals or exceeds the Strike, the Cash Amount per Security corresponds to the product of (A) the Multiplier and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Reference Price and Strike and (y) the applicable Participation Factor and in case of Capped Twin Win Certificates does not exceed the applicable Maximum Amount.
- (ii) If no Barrier Event has occurred but the Reference Price falls below the Strike, the Cash Amount per Security corresponds to, the product of (A) the Multiplier and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Strike and Reference Price and (y) the applicable Participation Factor and in case of Capped Twin Win Certificates does not exceed the applicable Maximum Amount.
- (iii) If a Barrier Event has occurred, the Cash Amount per Security corresponds to, the product of (i) the Reference Price and (ii) the Multiplier and in case of Capped Twin Win Certificates does not exceed the applicable Maximum Amount.

A Barrier Event occurs if an Observation Price specified in the applicable Final Terms reaches or falls below the Barrier as specified in the relevant Final Terms.

The Participation Factors and the Maximum Amounts can differ in the individual cases.

Security Holders have no rights in respect of or arising from the Underlying (e.g. voting rights, dividends).

## **Product No. 7: Explanation of mechanism of Factor Certificates**

Factor Certificates do not have a specified limited term. The term of the Certificates ends either (i) on the exercise of the Certificates by the Security Holders or (ii) on ordinary termination by the Issuer or (iii) on extraordinary termination by the Issuer.

The price development of Factor Certificates depends on movements of the respective Underlying taking into account a leverage component and a financing component.

In the case of Factor Long Certificates the leverage component reflects the multiple purchase of the Underlying. Therefore, price movements of the Underlying have a disproportional effect on the value of the Factor Long Certificates with positive as well as with negative developments of the Underlying.

The financing component results from the costs for the raising of capital at an overnight rate plus an add-on interest. As the financing component is always negative it has an adverse effect on the Factor Certificate on each Calculation Date.

With Factor Long Certificates the Cash Amount corresponds to the difference between (i) the product of the Cash Amount on the previous Calculation Date and the Daily Leveraged Performance and (ii) the Financing Costs, converted into the Settlement Currency, as the case may be. The Daily Leveraged Performance corresponds to the sum of (i) one (1) and (ii) the product of the Performance in Percent of the Underlying and the Factor. The Performance in Percent of the Underlying on a Calculation Date corresponds to the difference between (i) the quotient of the Reference Price and the Reference Price on the previous Calculation Date or, if a Stop-Loss Event has occurred between the time of determination of the Reference Price on the previous Calculation Date and the determination of the Reference Price on the Calculation Date, to the Stop-Loss Reference Price and (ii) one (1). A Stop-Loss Event occurs, if a certain Observation Price reaches or falls below the Stop-Loss Barrier.

In the case of Factor Short Certificates the leverage component reflects the multiple selling of the Underlying. Therefore, price movements of the Underlying have a disproportional effect on the value of the Factor Short Certificates with positive as well as with negative developments of the Underlying.

The financing component results from the costs for the raising of capital at an overnight reduced by an interest rebate. As the financing component is always negative it has an adverse effect on the Factor Certificate on each Calculation Date.

With Factor Short Certificates the Cash Amount corresponds to the sum of (i) the product of the Cash Amount on the previous Calculation Date and the Daily Leveraged Performance and (ii) the Financing Costs, converted into the Settlement Currency, as the case may be. The Daily Leveraged Performance corresponds to the sum of (i) one (1) and (ii) the product of the Performance in Percent of the Underlying and the Factor. The Performance in Percent of the Underlying on a Calculation Date corresponds to the difference between (i) one (1) and (ii) the quotient of the Reference Price and the Reference Price on the previous Calculation Date or, if a Stop-Loss Event has occurred between the time of determination of the Reference Price on the previous Calculation Date and the determination of the Reference Price on the Calculation Date, to the Stop-Loss Reference Price. A Stop-Loss Event occurs, if a certain Observation Price reaches or exceeds the Stop-Loss Barrier.

**Due to the construction of the Factor Certificates, in particular due to the linkage of the Factor Certificates to the Daily Leverage Performance, the daily fluctuations of the Underlying might have a material adverse effect on the price performance of the Certificates. Factor Certificates are not suited for long-term investments and are not a suitable alternative for direct investments into the Underlying, because the development of the Daily Leveraged Performance of the Underlying and, thus, of the value of the Factor Certificates might significantly deviate from the development of the value of the Underlying itself over a period of time.**

## 4. TERMS AND CONDITIONS OF THE CERTIFICATES

### TERMS AND CONDITIONS

The Terms and Conditions are composed of the following parts (together, the "**Terms and Conditions**"):

(a) the Issue Specific Conditions as set out under 4.1 below (the "**Issue Specific Conditions**") consisting of

- (i) Part A. Product Specific Conditions; and
- (ii) Part B. Underlying Specific Conditions; as well as

(b) the General Conditions as set out under 4.2 below (the "**General Conditions**").

The relevant Final Terms will (i) replicate the applicable optional Issue Specific Conditions and (ii) contain the applicable new issue specific information in respect of the Issue Specific Conditions. New information will be given in Final Terms only in compliance with the requirements for Category B and C information items as set out in Annex XX of the Prospectus Regulation. In respect of each Series of Certificates the Issue Specific Conditions as replicated in the respective Final Terms and the General Conditions together shall constitute the Terms and Conditions applicable to such a Series of Certificates (the "**Conditions**"). The Issue Specific Conditions as replicated in the respective Final Terms are to be read in conjunction with the General Conditions.

The Conditions will be in the German language or the English language or both and the controlling and binding language of the Conditions will be specified in the relevant Final Terms.

Each Global Note representing the Certificates of the relevant Tranche will have the Issue Specific Conditions as replicated in the Final Terms and the General Conditions attached.

### ZERTIFIKATSBEDINGUNGEN

Die Zertifikatsbedingungen setzen sich aus folgenden Teilen zusammen (zusammen die "**Zertifikatsbedingungen**"):

(a) den Emissionsbezogenen Bedingungen wie nachfolgend unter 4.1 aufgeführt (die "**Emissionsbezogenen Bedingungen**"), die aus

- (i) Teil A. Produktbezogene Bedingungen; und
- (ii) Teil B. Basiswertbezogene Bedingungen bestehen; sowie

(b) den Allgemeinen Bedingungen wie nachfolgend unter 4.2 aufgeführt (die "**Allgemeinen Bedingungen**").

Die jeweiligen Endgültigen Bedingungen werden (i) die anwendbaren optionalen Emissionsbezogenen Bedingungen wiederholen und (ii) im Rahmen dieser anwendbaren Emissionsbezogenen Bedingungen neue emissionspezifische Informationen enthalten. Soweit in den Endgültigen Bedingungen neue Informationen aufgenommen werden, erfolgt dies ausschließlich im Rahmen der Vorgaben für Kategorie B- und Kategorie C-Informationsbestandteile des Annex XX der Prospektverordnung. In Bezug auf jede einzelne Serie von Zertifikaten beinhalten die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den Endgültigen Bedingungen wiederholt werden, und die Allgemeinen Bedingungen die auf die jeweilige Serie von Zertifikaten anwendbaren Zertifikatsbedingungen (die "**Bedingungen**"). Die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den jeweiligen Endgültigen Bedingungen wiederholt werden, müssen zusammen mit den Allgemeinen Bedingungen gelesen werden.

Die Bedingungen werden in deutscher Sprache, englischer Sprache oder beiden Sprachen erstellt, wobei die rechtsverbindliche Sprache in den jeweiligen Endgültigen Bedingungen festgelegt wird.

Jeder die Zertifikate der jeweiligen Tranche verbriefenden Globalurkunde werden die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den Endgültigen Bedingungen wiederholt werden, und die Allgemeinen Bedingungen beigelegt.

## 4.1 Issue Specific Conditions

### Part A. Product Specific Conditions

[in case of Product No 1, insert:

[im Fall von Produkt Nr. 1 einfügen:

**Product No 1: [Bonus] [Capped Bonus] Certificates**

**Produkt Nr. 1: [Bonus] [Capped Bonus] Zertifikate**

#### Section 1 Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Bonus Certificates [with Cap] (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

#### Section 2 Cash Amount

- (1) The "**Cash Amount**" per Security corresponds to the Reference Price (paragraph (5)) multiplied by the Multiplier (paragraph (6)), subject to the payment of a Minimum Amount (paragraph (2)) [and subject to the payment of a Maximum Amount (paragraph (3))]. The Cash Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (7))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (7)) into the Settlement Currency (paragraph (7)) pursuant to paragraph (8) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][•] decimal

#### § 1 Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Bonus Zertifikaten [mit Cap] (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

#### § 2 Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht, vorbehaltlich der Zahlung eines Mindestbetrags (Absatz (2)) [und vorbehaltlich der Zahlung eines Höchstbetrags (Absatz (3))], dem mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Referenzpreis (Absatz (5)). Der Auszahlungsbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (7))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (8) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls



- places, as the case may be.
- (2) If the [Observation Price (Section 9 (2) of the Issue Specific Conditions) does not reach or fall below the Barrier (Section 3 (1) of the Issue Specific Conditions) at any time during the Observation Period (Section 3 (2) of the Issue Specific Conditions)] [Reference Price (paragraph (5)) does not reach or fall below the Barrier (Section 3 of the Issue Specific Conditions) on the Final Valuation Date], the Cash Amount per Security corresponds [at least] to the Bonus Level multiplied by the Multiplier (paragraph 6)) (the "**Bonus Amount**" or the "**Minimum Amount**"). The "**Bonus Level**" corresponds to the Bonus Level as specified in Table 1 in the Annex to the Issue Specific Conditions. The Bonus Amount [*if Currency Conversion is not applicable, insert:* is denominated in the Settlement Currency (paragraph (7))] [*if Currency Conversion is applicable, insert:* is converted from the Reference Currency (paragraph 7) into the Settlement Currency (paragraph (7)) (the "**Currency Conversion**")]. Pursuant to paragraph (8).] The Bonus Amount will be commercially rounded to [two][●] decimal places, as the case may be.
- (3) [(intentionally left blank)] [*insert in the case of Bonus Certificates with Cap:* The Cash Amount per Security corresponds at the most to the Maximum Amount. The "**Maximum Amount**" corresponds to the Cap multiplied by the Multiplier (paragraph (6)). The "**Cap**" corresponds to the Cap specified in Table 1 in the Annex to the Issue Specific Conditions. The Maximum Amount is [*if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (paragraph (7))] [*if Currency Conversion is applicable, insert:* converted from the Reference Currency (paragraph (7)) into the Settlement Currency (paragraph (7)) pursuant to paragraph (8) (the "**Currency Conversion**")]. The Maximum Amount will be commercially rounded to [two][●] decimal places, as the case may be.]
- (4) The "**Initial Reference Price**"
- auf [zwei][●] Nachkommastellen kaufmännisch gerundet.
- (2) Sofern der [Beobachtungskurs (§ 9 (2) der Emissionsbezogenen Bedingungen) zu keinem Zeitpunkt während des Beobachtungszeitraums (§ 3 (2) der Emissionsbezogenen Bedingungen) die Barriere (§ 3 (1) der Emissionsbezogenen Bedingungen) erreicht oder unterschreitet] [Referenzpreis (Absatz (5)) am Finalen Bewertungstag die Barriere (§ 3 der Emissionsbezogenen Bedingungen) nicht erreicht oder unterschreitet], entspricht der Auszahlungsbetrag je Wertpapier [mindestens] dem mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Bonuslevel (der "**Bonusbetrag**" oder der "**Mindestbetrag**"). Der "**Bonuslevel**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bonuslevel. Der Bonusbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (7))] [*sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (8) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Bonusbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.
- (3) [(entfällt)][*im Fall von Bonus Zertifikaten mit Cap einfügen:* Der Auszahlungsbetrag je Wertpapier entspricht höchstens dem Höchstbetrag. Der "**Höchstbetrag**" entspricht dem mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Cap. Der "**Cap**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Cap. Der Höchstbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (7))] [*sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (8) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Höchstbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.]
- (4) Der "**Anfängliche Referenzpreis**"

corresponds to the Initial Reference Price of the Underlying on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions, has been determined.

- (5) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).
- (6) The "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (7) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

*[if Currency Conversion is applicable, the following paragraph shall apply:*

- (8) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around [*insert relevant time: •*]] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the

entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche Ausgabepreis**" ermittelt wurde.

- (5) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).
- (6) Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.
- (7) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (8) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen [*maßgebliche Uhrzeit einfügen: •*]] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht

exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3  
Barriere[: Observation Period]

§ 3  
Barriere[: Beobachtungszeitraum]

- [(1)] The "**Barrier**" corresponds to the Barrier specified in Table 1 in the Annex to the Issue Specific Conditions.
- [(2)] The "**Observation Period**" corresponds to the Observation Period specified in Table 1 in the Annex to the Issue Specific Conditions.]

- [(1)] Die "**Barriere**" entspricht der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Barriere.
- [(2)] Der "**Beobachtungszeitraum**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Beobachtungszeitraum.]

Section 4  
Initial Reference Date; Final Valuation Date;  
Term; Business Day

§ 4  
Anfänglicher Referenztag; Finaler Bewertungstag;  
Laufzeit; Bankgeschäftstag

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, subject to Section 10 of the Issue Specific Conditions, the Final Valuation Date specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date is not a Calculation Date (Section 9 (2) of the Issue Specific Conditions), the Final Valuation Date is the next following day which is a Calculation Date.
- (3) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht, vorbehaltlich § 10 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finalen Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.
- (3) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag

(paragraph (2)).

- (4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

(Absatz (2)).

- (4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt[ und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind]. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

Section 5  
(intentionally left blank)

§ 5  
(entfällt)

Section 6  
Payments; Repayment Date

§ 6  
Zahlungen; Rückzahlungstag

- (1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [5th] [●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. If the Final Valuation Date is postponed pursuant to Section 4 (2) of the Issue Specific Conditions, the Security Holder is not entitled to demand interest or other payments on the basis of the postponement.
- (2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used in this paragraph have the meaning

- (1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][[●]] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Sofern der Finale Bewertungstag gemäß § 4 (2) der Emissionsbezogenen Bedingungen verschoben wird, ist der Wertpapierinhaber nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund der Verschiebung zu verlangen.
- (2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist, gilt als automatisch abgegeben. Die in

ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

- (3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

Section 7  
(intentionally left blank)]

diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung zugewiesen ist.

- (3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

§ 7  
(entfällt)]

[in case of Product No 2, insert:

**Product No 2: Discount Certificates**

Section 1

Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Discount Certificates (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Security corresponds to the Reference Price (paragraph (4)) multiplied by the Multiplier (paragraph (5)), subject to the payment of a Maximum Amount (paragraph (2)). The Cash Amount is [*if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (paragraph (6))] [*if Currency Conversion is applicable, insert:* converted from the Reference Currency (paragraph (6)) into the Settlement Currency (paragraph (6)) pursuant to paragraph (7) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][•] decimal places, as the case may be.
- (2) The Cash Amount per Security corresponds at the most to the Maximum Amount. The "**Maximum Amount**"

[im Fall von Produkt Nr. 2 einfügen:

**Produkt Nr. 2: Discount Zertifikate**

§ 1

Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Discount Zertifikaten (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht, vorbehaltlich der Zahlung eines Höchstbetrags (Absatz (2)), dem mit dem Bezugsverhältnis (Absatz (5)) multiplizierten Referenzpreis (Absatz (4)). Der Auszahlungsbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (6))] [*sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (7) von der Referenzwährung (Absatz (6)) in die Auszahlungswährung (Absatz (6)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][•] Nachkommastellen kaufmännisch gerundet.
- (2) Der Auszahlungsbetrag je Wertpapier entspricht höchstens dem Höchstbetrag. Der "**Höchstbetrag**" entspricht dem mit

corresponds to the Cap multiplied by the Multiplier (paragraph (5)). The "**Cap**" corresponds to the Cap specified in Table 1 in the Annex to the Issue Specific Conditions. The Maximum Amount is [*if Currency Conversion is not applicable, insert:* denominated in the Settlement Currency (paragraph (6))] [*if Currency Conversion is applicable, insert:* converted from the Reference Currency (paragraph (6)) into the Settlement Currency (paragraph (6)) pursuant to paragraph (7) (the "**Currency Conversion**")]. The Maximum Amount will be commercially rounded to [two][●] decimal places, as the case may be.

dem Bezugsverhältnis (Absatz (5)) multiplizierten Cap. Der "**Cap**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Cap. Der Höchstbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen:* in der Auszahlungswährung ausgedrückt (Absatz (6))] [*sofern Währungsumrechnung anwendbar ist, einfügen:* gemäß Absatz (7) von der Referenzwährung (Absatz (6)) in die Auszahlungswährung (Absatz (6)) umgerechnet (die "**Währungsumrechnung**")]. Der Höchstbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

- (3) The "**Initial Reference Price**" corresponds to the Initial Reference Price of the Underlying on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions, has been determined.
- (4) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).
- (5) The "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (6) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

- (3) Der "**Anfängliche Referenzpreis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche Ausgabepreis**" ermittelt wurde.
- (4) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).
- (5) Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.
- (6) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

[*if Currency Conversion is applicable, the following paragraph shall apply:*

[*sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (7) [*if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] [*if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation

- (7) [*sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] [*sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der

Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around [*insert relevant time: •*]] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen [*maßgebliche Uhrzeit einfügen: •*]] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3  
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§ 3  
(entfällt)

Section 4  
Initial Reference Date; Final Valuation Date; Term; Business Day

§ 4  
Anfänglicher Referenztag; Finaler Bewertungstag; Laufzeit; Bankgeschäftstag

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, subject to Section 10 of the Issue Specific Conditions, the Final Valuation Date specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date is not a Calculation Date (Section 9 (2) of the Issue Specific Conditions), the Final Valuation Date is the next following day which is a Calculation Date.

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht, vorbehaltlich § 10 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finalen Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.



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|---|--|
| <p>(3) The "<b>Term of the Securities</b>" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "<b>First Settlement Date</b>") and ends, subject to an extraordinary termination in accordance with Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date (paragraph (2)).</p> <p>(4) "<b>Business Day</b>" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "<b>Business Day</b>" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "<b>TARGET2-System</b>" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]</p> | <p>(3) Die "<b>Laufzeit der Wertpapiere</b>" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "<b>Erste Valutatag</b>") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag (Absatz (2)).</p> <p>(4) "<b>Bankgeschäftstag</b>" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "<b>Bankgeschäftstag</b>" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt[ und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind]. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "<b>TARGET2-System</b>" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]</p> |
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Section 5  
(intentionally left blank)

§ 5  
(entfällt)

Section 6  
Payments; Repayment Date

§ 6  
Zahlungen; Rückzahlungstag

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| <p>(1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [5th][●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "<b>Repayment Date</b>") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. If the Final Valuation Date is postponed pursuant to Section 4 (2) of the Issue Specific Conditions, the Security Holder is not entitled to demand interest or other payments on the basis of the postponement.</p> | <p>(1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "<b>Rückzahlungstag</b>") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Sofern der Finale Bewertungstag gemäß § 4 (2) der Emissionsbezogenen Bedingungen verschoben wird, ist der Wertpapierinhaber nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund</p> |
|--|---|

(2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

(3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges which are payable by the Security Holder, as aforementioned.

Section 7  
(intentionally left blank)]

der Verschiebung zu verlangen.

(2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung zugewiesen ist.

(3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

§ 7  
(entfällt)]

[in case of Product No. 3, insert:

**Product No 3: [Open End Participation]  
[Open End Index] Certificates**

Section 1

Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Open End [Index] [Participation] Certificates (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Security corresponds to the Reference Price (paragraph (2)) multiplied by the [(current)] Multiplier (paragraph (4)) [and the Management Factor (paragraph ([6][7]))]. The Cash Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (5))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (5)) into the Settlement Currency (paragraph (5)) pursuant to paragraph (6) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][•] decimal places, as the case may be.
- (2) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the

[im Fall von Produkt Nr. 3 einfügen:

**Produkt Nr. 3: [Open End Partizipations-]  
[Open End Index-] Zertifikate**

§ 1

Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Open End [Index-][Partizipations-]Zertifikaten (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht dem mit dem [(aktuellen)] Bezugsverhältnis (Absatz (4)) [und dem Managementfaktor (Absatz ([6][7]))] multiplizierten Referenzpreis Absatz (2)). Der Auszahlungsbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (5))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (6) von der Referenzwährung (Absatz (5)) in die Auszahlungswährung (Absatz (5)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][•] Nachkommastellen kaufmännisch gerundet.
- (2) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am

Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).

- (3) The "**Initial Reference Price**" corresponds to the Initial Reference Price of the Underlying on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions, has been determined.

- (4) [The "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.][Initially the "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions. The Multiplier is adjusted on each Rollover Date (§ 9 (5) of the Issue Specific Conditions) in accordance with Section 9 (6) of the Issue Specific Conditions.] [*insert in the case of performance indices as Underlying: Initially the "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions. The Multiplier is adjusted on each Dividend Record Date by multiplying the Dividend Adjustment Factor and the relevant Multiplier on the respective Dividend Record Date[, whereby the result will be commercially rounded to [four][●] decimal places].*

The "**Dividend Adjustment Factor**" or "**DAF**" reflects the relation between (i) the closing price of the index (cum dividend) adjusted by the Dividend Effect of the relevant share of the relevant company for which dividends or cash amounts equivalent to dividends are to be distributed and (ii) the closing price of the index (cum dividend). The Dividend Adjustment Factor is calculated according to the following formula:

$$\text{DAF} = (\text{SK} - \text{Dividend Effect}) / \text{SK},$$

whereby "**SK**" corresponds to the closing price of the index (cum dividend).

A "**Dividend Record Date**" is a day on which shares of the relevant company

Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).

- (3) Der "**Anfängliche Referenzpreis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche Ausgabepreis**" ermittelt wurde.

- (4) [Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.][Das "**Bezugsverhältnis**" entspricht anfänglich dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis. Das Bezugsverhältnis wird an jedem Rollovertag (§ 9 (5) der Emissionsspezifischen Bedingungen) gemäß § 9 (6) der Emissionsbezogenen Bedingungen angepasst.] [*im Fall von Performanceindizes als Basiswert gegebenenfalls einfügen: Das "**Bezugsverhältnis**" entspricht anfänglich dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis. Das Bezugsverhältnis wird an jedem Dividententag angepasst, indem das an dem jeweiligen Dividententag maßgebliche Bezugsverhältnis mit dem Dividentenanpassungsfaktor multipliziert wird [, wobei das Ergebnis auf [vier][●] Nachkommastellen kaufmännisch gerundet wird].*

Der "**Dividentenanpassungsfaktor**" oder "**DAF**" spiegelt das Verhältnis zwischen (i) dem um den Dividenteneinfluss der jeweiligen Aktie des betreffenden Unternehmens, auf die Dividenten bzw. Dividenten gleichstehende Barbeträge ausgeschüttet werden sollen, bereinigten Schlusskurs des Index (Cum Dividende) und (ii) dem Schlusskurs des Index (Cum Dividende) wider. Der Dividentenanpassungsfaktor wird entsprechend nach der folgenden Formel berechnet:

$$\text{DAF} = (\text{SK} - \text{Dividenteneinfluss}) / \text{SK},$$

wobei "**SK**" dem Schlusskurs des Index (Cum Dividende) entspricht.

Ein "**Dividententag**" ist ein Tag, an dem Aktien des betreffenden Unternehmens,

for which dividends or cash amounts equivalent to dividends are to be distributed are traded "ex dividend" on their relevant primary exchange.

The "**Dividend Effect**" corresponds to an amount, which is calculated by the Calculation Agent in its reasonable discretion based on the dividends or cash distributions equivalent to dividends distributed on a Dividend Record Date on the relevant share or on one or several shares represented in the Index, multiplied by the Dividend Factor and the current weighting of the respective share in the Index.

The "**Dividend Factor**" on any given day is the difference between (A) 1 and (B) a value between 0 and 1, which is calculated by the Calculation Agent in its reasonable discretion based on the taxes or charges payable by the Calculation Agent or companies affiliated with it on the dividends or cash distributions equivalent to dividends distributed on that day on the relevant share or one or several of the shares represented in the Index.]

- (5) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

*[if Currency Conversion is applicable, the following paragraph shall apply:*

- (6) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around *[insert relevant time: •]*] [at the time when the Calculation Agent determines the

auf die Dividenden bzw. Dividenden gleichstehende Barbeträge ausgeschüttet werden sollen, an ihrer entsprechenden Heimatbörse "ex Dividende" gehandelt werden.

Der "**Dividendeneinfluss**" entspricht einem Betrag, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der an einem Dividentag auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen berechnet wird, multipliziert mit dem Dividendenfaktor und der aktuellen Gewichtung der jeweiligen Aktie im Index.

Der "**Dividendenfaktor**" an einem angegebenen Tag entspricht der Differenz zwischen (A) 1 und (B) einem Wert zwischen 0 und 1, der auf Grundlage der an diesem Tag auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen von der Berechnungsstelle bzw. mit ihr verbundenen Unternehmen zu zahlenden Steuern oder Abgaben von der Berechnungsstelle nach billigem Ermessen berechnet wird.]

- (5) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (6) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen *[maßgebliche Uhrzeit einfügen: •]*] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex

Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

[[([6][7]) The "**Management Factor**" or "**MF**" corresponds to the conversion of the Management Fee in line with the maturity and according to the following formula:

$$MF = 1 - \text{Management Fee} * (t / 365)$$

whereby t means the number of calendar days since the Issue Date.

The Management Factor will be commercially rounded to [four][●] decimal places. The "**Management Fee**" corresponds to the Management Fee specified in Table 1 in the Annex to the Issue Specific Conditions.]

[[([6][7]) Der "**Managementfaktor**" oder "**MF**" entspricht der laufzeitabhängigen Umrechnung der Managementgebühr und wird nach folgender Formel berechnet:

$$MF = 1 - \text{Managementgebühr} * (t / 365)$$

wobei "t" die Anzahl der Kalendertage seit dem Emissionstag bezeichnet.

Der Managementfaktor wird auf [vier][●] Nachkommastellen kaufmännisch gerundet. Die "**Managementgebühr**" entspricht der in der Tabelle 1 im Annex zu den Emissionsbezogenen Bedingungen angegebenen Managementgebühr.]

Section 3  
(intentionally left blank)

§ 3  
(entfällt)

Section 4  
Initial Reference Date; Final Valuation Date;  
Term; Business Day

§ 4  
Anfänglicher Referenztag; Finaler Bewertungstag;  
Laufzeit; Bankgeschäftstag

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, in respect of Securities that have not yet been exercised pursuant to Section 5 of the Issue Specific Conditions, [the day following] the Termination Date in the case of a termination (Section 7 or

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht hinsichtlich noch nicht gemäß § 5 der Emissionsbezogenen Bedingungen ausgeübter Wertpapiere dem [dem] Kündigungstermin [nachfolgenden Tag im Fall einer Kündigung] (§ 7 bzw. § 10 der

Section 10 of the Issue Specific Conditions or Section 5 of the General Conditions) or, in the case of Securities effectively exercised pursuant to Section 5 of the Issue Specific Conditions, if the Underlying Price (Section 9 (2) of the Issue Specific Conditions) of the Underlying is usually determined on a Calculation Date (Section 9 (2) of the Issue Specific Conditions) after the Exercise Time (Section 5 (1) of the Issue Specific Conditions), the relevant Exercise Date (Section 5 (1) of the Issue Specific Conditions) or, if the Underlying Price of the Underlying is usually determined on a Calculation Date prior to the Exercise Time, the Calculation Date immediately following the relevant Exercise Date. If the Final Valuation Date is not a Calculation Date, the Final Valuation Date is the next following day which is a Calculation Date.

- (3) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") The end of the term has not yet been set and, in the case of Securities not yet exercised pursuant to Section 5 of the Issue Specific Conditions, corresponds to the Termination Date (Section 7 or Section 10 of the Issue Specific Conditions or Section 5 of the General Conditions).
- (4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna], [and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [*if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and*] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [*If EUR is specified as Settlement Currency, insert: "TARGET2-System" means the Trans-European Automated Real-time Gross*

Emissionsbezogenen Bedingungen oder § 5 der Allgemeinen Bedingungen) bzw. hinsichtlich gemäß § 5 der Emissionsbezogenen Bedingungen wirksam ausgeübter Wertpapiere, sofern die Kursreferenz (§ 9 (2) der Emissionsbezogenen Bedingungen) des Basiswerts üblicherweise an einem Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) nach der Ausübungszeit (§ 5 (1) der Emissionsbezogenen Bedingungen) festgestellt wird, dem entsprechenden Ausübungstermin (§ 5 (1) der Emissionsbezogenen Bedingungen) bzw., falls die Kursreferenz des Basiswerts üblicherweise an einem Berechnungstag vor der Ausübungszeit festgestellt wird, dem Berechnungstag, der unmittelbar auf den Ausübungstermin folgt. Sollte der Finale Bewertungstag kein Berechnungstag sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.

(3) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**"). Das Laufzeitende steht gegenwärtig noch nicht fest und entspricht hinsichtlich noch nicht gemäß § 5 der Emissionsbezogenen Bedingungen ausgeübter Wertpapiere dem Kündigungstermin (§ 7 bzw. § 10 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen).

(4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [*sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und*] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt[ und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind]. [*Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "TARGET2-System" bezeichnet das Trans-European Automated*

Settlement Express Transfer  
(TARGET2) payment system or any  
system succeeding it.]

Real-time Gross Settlement Express  
Transfer (TARGET2)-Zahlungssystem oder  
jedes Nachfolgesystem dazu.]

Section 5  
Exercise of the Securities

§ 5  
Ausübung der Wertpapiere

(1) The Securities may be exercised by the Security Holders pursuant to the following terms (the "**Exercise Right**"). The Exercise Right may be exercised by the Security Holders by [11.00][●] o'clock (Vienna time) (the "**Exercise Time**") from the start of the Exercise Period (the "**Start of the Exercise Period**") specified in Table 1 in the Annex to the Issue Specific Conditions, subject to an extraordinary or ordinary termination of the Securities in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions, on a Business Day in [Vienna][●] (in each case the "**Exercise Period**"). In the case of an extraordinary or ordinary termination in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions, the Securities may only be exercised no later than [11.00][●] o'clock (Vienna time) on the day the termination becomes effective. In the case of an extraordinary or ordinary termination of the Securities by the Issuer in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions before the end of the Exercise Period, the Exercise Period ends on the Termination Date.

"**Exercise Date**" means, subject to the following conditions, the Business Day in [Vienna][●], within the Exercise Period, on which all conditions specified in paragraphs (2) and (3) are fulfilled by [11.00][●] o'clock (Vienna time). If these conditions are fulfilled on a day that is not a Business Day in [Vienna][●] or after [11.00][●] o'clock (Vienna time) on a Business Day in [Vienna][●], the Exercise Date is considered to be the immediately following Business Day in [Vienna][●], provided this day falls within the Exercise Period.

(2) Exercise Rights may only be exercised in each case for the minimum number of Securities as specified in Table 1 in

(1) Die Wertpapiere können durch die Wertpapierinhaber gemäß den nachfolgenden Bestimmungen ausgeübt werden (das "**Ausübungsrecht**"). Das Ausübungsrecht kann, vorbehaltlich einer außerordentlichen bzw. ordentlichen Kündigung der Wertpapiere gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen durch die Wertpapierinhaber, jeweils bis [11:00][●] Uhr (Ortszeit Wien) (die "**Ausübungszeit**") ab dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Beginn der Ausübungsfrist (der "**Beginn der Ausübungsfrist**") an jedem Bankgeschäftstag in [Wien][●] ausgeübt werden (jeweils die "**Ausübungsfrist**"). Im Fall einer außerordentlichen oder ordentlichen Kündigung gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen kann das Ausübungsrecht nur bis spätestens [11:00][●] Uhr (Ortszeit Wien) an dem Tag des Wirksamwerdens der Kündigung ausgeübt werden. Im Falle einer außerordentlichen oder ordentlichen Kündigung der Wertpapiere durch die Emittentin gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen vor Ablauf der Ausübungsfrist endet die Ausübungsfrist am Kündigungstermin.

"**Ausübungstermin**" ist, vorbehaltlich der nachfolgenden Bestimmungen, der Bankgeschäftstag in [Wien][●] innerhalb der Ausübungsfrist, an dem bis spätestens [11:00][●] Uhr (Ortszeit Wien) sämtliche in den Absätzen (2) und (3) genannten Bedingungen erfüllt sind. Falls diese Bedingungen an einem Tag erfüllt sind, der kein Bankgeschäftstag in [Wien][●] ist, oder nach [11:00][●] Uhr (Ortszeit Wien) an einem Bankgeschäftstag in [Wien][●], gilt der nächstfolgende Bankgeschäftstag in [Wien][●] als der Ausübungstermin, vorausgesetzt, dass dieser Tag in die Ausübungsfrist fällt.

(2) Ausübungsrechte können jeweils nur für die Mindestausübungsmenge, wie in Tabelle 1 im Annex der



the Annex to the Issue Specific Conditions (the "**Minimum Exercise Number**"). [if a maximum exercise number is specified, insert: The total number of exercised Securities must not exceed the maximum exercise number specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Exercise Number**").] On the exercise of the Securities on the relevant Exercise Date, all rights in respect of the redeemed Securities expire.

(3) In order to exercise the Security Rights effectively, the following conditions must also be fulfilled on a Business Day within the Exercise Period:

(a) a declaration signed with legally-binding effect must have been submitted to the Paying Agent (Section 3 (1) of the General Conditions), including the following information: (i) the name of the Security Holder, (ii) the designation and the number of the Securities, the Security Rights of which are exercised, (iii) a suitable bank account to which any Cash Amount denominated in the Settlement Currency is to be credited, and (iv) a declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person (the "**Exercise Notice**", a template is available at <https://produkte.erstegroup.com/Retail/en/ServiceAndContact/Downloads/index.phtml>). The Exercise Notice is, subject to Section 8 of the Issue Specific Conditions, irrevocable and binding. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time;

(b) the Securities must have been received by the Paying Agent through credit of the Securities to the account of the Paying Agent at the Clearing System (Section 2 (1) of the General Conditions).

(4) An Exercise Notice is void if the conditions specified in paragraph (3) are not fulfilled by the relevant Exercise Date. If the number of Securities stated in the Exercise Notice in relation to the exercise differs from the number of Securities registered with the Paying

Emissionsbezogenen Bedingungen festgelegt, (die "**Mindestausübungsmenge**") ausgeübt werden. [sofern eine Höchstausübungsmenge festgelegt ist, einfügen: Die Gesamtzahl der ausgeübten Wertpapiere darf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Höchstausübungsmenge (die "**Höchstausübungsmenge**") nicht überschreiten.] Mit der Ausübung der Wertpapiere am jeweiligen Ausübungstermin erlöschen alle Rechte aus den eingelösten Wertpapieren.

(3) Zu einer wirksamen Ausübung der Wertpapierrechte müssen an einem Bankgeschäftstag innerhalb der Ausübungsfrist ferner die folgenden Bedingungen erfüllt sein:

(a) bei der Zahlstelle (§ 3 (1) der Allgemeinen Bedingungen) muss eine rechtsverbindlich unterzeichnete Erklärung eingereicht sein, die die folgenden Angaben enthält: (i) den Namen des Wertpapierinhabers, (ii) die Bezeichnung und die Anzahl der Wertpapiere, deren Wertpapierrechte ausgeübt werden, (iii) ein geeignetes Bankkonto, dem gegebenenfalls der Auszahlungsbetrag in der Auszahlungswährung gutgeschrieben werden soll, und (iv) eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (beneficial owner) der Wertpapiere eine US-Person ist (die "**Ausübungserklärung**", eine Vorlage ist unter <https://produkte.erstegroup.com/Retail/de/ServiceAndContact/Downloads/index.phtml> verfügbar). Die Ausübungserklärung ist, vorbehaltlich § 8 der Emissionsbezogenen Bedingungen, unwiderruflich und bindend. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist;

(b) die Wertpapiere müssen bei der Zahlstelle durch Gutschrift der Wertpapiere auf das Konto der Zahlstelle bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) eingegangen sein.

(4) Eine Ausübungserklärung ist nichtig, wenn die in Absatz (3) genannten Bedingungen erst nach dem betreffenden Ausübungstermin erfüllt sind. Weicht die in der Ausübungserklärung genannte Zahl von Wertpapieren, für die die Ausübung beantragt wird, von der Zahl der bei der

Agent, the Exercise Notice is considered to apply only to the lesser of the two quantities of Securities. Any excess Securities are to be transferred back to the Security Holder at such Security Holder's own cost and risk.

- (5) All taxes, fees or other charges arising in connection with the exercise of Securities or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

Zahlstelle eingegangenen Wertpapieren ab, so gilt die Ausübungserklärung nur für die der niedrigeren der beiden Zahlen entsprechende Anzahl von Wertpapieren als eingereicht. Etwaige überschüssige Wertpapiere werden auf Kosten und Gefahr des Wertpapierinhabers an diesen zurück übertragen.

- (5) Alle im Zusammenhang mit der Ausübung von Wertpapieren bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

Section 6  
Payments; Repayment Date

- (1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [(5th)][●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System.
- (2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.
- (3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

§ 6  
Zahlungen; Rückzahlungstag

- (1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen.
- (2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung zugewiesen ist.
- (3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

Section 7  
Ordinary Termination by the Issuer

- (1) The Issuer has the right to terminate the Securities at all times in their entirety, but not partially, during their term through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the calendar day on which the termination becomes effective (the "**Termination Date**") and subject to a prior termination notice period of at least [three (3)][●] month[s] (the "**Termination Notice Period**") prior to the respective Termination Date effective on an Exercise Date. The termination amount (the "**Termination Amount**") is calculated in the same manner as the Cash Amount (Section 2 of the Issue Specific Conditions). For purposes of calculating the Cash Amount in accordance with Section 2 of the Issue Specific Conditions, [the day following] the Termination Date is deemed to be the Final Valuation Date in the sense of these Terms and Conditions. If this date should not be a Calculation Date, the next following Calculation Date is deemed to be the Final Valuation Date. The termination is irrevocable and must state the Termination Date.
- (2) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [5th][●] Business Day after the Termination Date for credit to the accounts of the depositors of the Securities with the Clearing System. In the case of an ordinary termination pursuant to paragraph (1), the declaration specified in Section 6 (2) of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.]

§ 7  
Ordentliche Kündigung durch die Emittentin

- (1) Die Emittentin ist jederzeit berechtigt, die Wertpapiere insgesamt, jedoch nicht teilweise, während ihrer Laufzeit durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Kündigung wirksam wird (der "**Kündigungstermin**"), und unter Wahrung einer Kündigungsfrist von mindestens [drei (3)][●] Monat[en] vor dem jeweiligen Kündigungstermin (die "**Kündigungsfrist**") mit Wirkung zu einem Ausübungstag zu kündigen. Der Kündigungsbetrag (der "**Kündigungsbetrag**") wird auf dieselbe Weise berechnet wie der Auszahlungsbetrag (§ 2 der Emissionsbezogenen Bedingungen). Für die Zwecke der Berechnung des Auszahlungsbetrags gemäß § 2 der Emissionsbezogenen Bedingungen gilt der [dem] Kündigungstermin [nachfolgende Tag] als Finaler Bewertungstag im Sinne dieser Zertifikatsbedingungen. Sollte dieser Tag kein Berechnungstag sein, so gilt der nächstfolgende Berechnungstag als Finaler Bewertungstag. Die Kündigung ist unwiderruflich und muss den Kündigungstermin benennen.
- (2) Die Emittentin wird bis zu dem [fünften][●] [(5.)][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer ordentlichen Kündigung gemäß Absatz (1) gilt die in § 6 (2) der Emissionsbezogenen Bedingungen genannte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

[in case of Product No 4, insert:

**Product No 4: [Reverse Bonus] [Capped Reverse Bonus] Certificates**

Section 1

Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Reverse Bonus Certificates [with Cap] (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Security corresponds to the difference between the Reverse Level (paragraph (8)) and the Reference Price (paragraph (5)) multiplied by the Multiplier (paragraph (6)), subject to the payment of a Minimum Amount (paragraph (2)) [and subject to the payment of a Maximum Amount (paragraph (3))], but at least zero (0). The Cash Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (7))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (7)) into the Settlement Currency (paragraph (7)) pursuant to paragraph (9) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][•] decimal places, as the case may be.
- (2) If the [Observation Price (Section 9 (2) of

[im Fall von Produkt Nr. 4 einfügen:

**Produkt Nr. 4: [Reverse Bonus] [Capped Reverse Bonus] Zertifikate**

§ 1

Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Reverse Bonus Zertifikaten [mit Cap] (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht, vorbehaltlich einer der Zahlung eines Mindestbetrags (Absatz (2)) [und vorbehaltlich der Zahlung eines Höchstbetrags (Absatz (3))], der mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Differenz zwischen Reverselevel (Absatz (8)) und dem Referenzpreis (Absatz (5)) mindestens jedoch null (0). Der Auszahlungsbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (7))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (9) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][•] Nachkommastellen kaufmännisch gerundet.
- (2) Sofern der [Beobachtungskurs (§ 9 (2) der

the Issue Specific Conditions) does not reach or exceed the Barrier (Section 3 (1) of the Issue Specific Conditions) at any time during the Observation Period (Section 3 (2) of the Issue Specific Conditions) [Reference Price (paragraph (5)) does not reach or exceed the Barrier (Section 3 of the Issue Specific Conditions) on the Final Valuation Date], the Cash Amount per Security corresponds [at least] to the difference between the Reverse Level (paragraph (8)) and the Bonus Level multiplied by the Multiplier (paragraph 6)) (the "**Bonus Amount**" or the "**Minimum Amount**"). The "**Bonus Level**" corresponds to the Bonus Level as specified in Table 1 in the Annex to the Issue Specific Conditions. The Bonus Amount [if Currency Conversion is not applicable, insert: is denominated in the Settlement Currency (paragraph (7))] [if Currency Conversion is applicable, insert: is converted from the Reference Currency (paragraph 7)) into the Settlement Currency (paragraph (7)) (the "**Currency Conversion**")] pursuant to paragraph (9).] The Bonus Amount will be commercially rounded to [two][●] decimal places, as the case may be.

(3) [(intentionally left blank)] [insert in the case of Reverse Bonus Certificates with Cap:

The Cash Amount per Security corresponds at the most to the Maximum Amount. The "**Maximum Amount**" corresponds to the difference between the Reverse Level (paragraph (8)) and the Cap multiplied by the Multiplier (paragraph (6)). The "**Cap**" corresponds to the Cap specified in Table 1 in the Annex to the Issue Specific Conditions. The Maximum Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (7))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (7)) into the Settlement Currency (paragraph (7)) pursuant to paragraph (9) (the "**Currency Conversion**")]. The Maximum Amount will be commercially rounded to [two][●] decimal places, as the case may be.]

(4) The "**Initial Reference Price**"

Emissionsbezogenen Bedingungen) zu keinem Zeitpunkt während des Beobachtungszeitraums (§ 3 (2) der Emissionsbezogenen Bedingungen) die Barriere (§ 3 (1) der Emissionsbezogenen Bedingungen) erreicht oder überschreitet] [Referenzpreis (Absatz (5)) am Finalen Bewertungstag die Barriere (§ 3 der Emissionsbezogenen Bedingungen) nicht erreicht oder überschreitet], entspricht der Auszahlungsbetrag je Wertpapier [mindestens] der mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Differenz zwischen dem Reverselevel (Absatz (8)) und dem Bonuslevel (der "**Bonusbetrag**" oder der "**Mindestbetrag**"). Der "**Bonuslevel**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bonuslevel. Der Bonusbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (7))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (9) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Bonusbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

(3) [(entfällt)][im Fall von Reverse Bonus Zertifikaten mit Cap einfügen:

Der Auszahlungsbetrag je Wertpapier entspricht höchstens dem Höchstbetrag. Der "**Höchstbetrag**" entspricht der mit dem Bezugsverhältnis (Absatz (6)) multiplizierten Differenz zwischen dem Reverselevel (Absatz (8)) und dem Cap. Der "**Cap**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Cap. Der Höchstbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (7))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (9) von der Referenzwährung (Absatz (7)) in die Auszahlungswährung (Absatz (7)) umgerechnet (die "**Währungsumrechnung**")]. Der Höchstbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.]

(4) Der "**Anfängliche Referenzpreis**"

corresponds to the Initial Reference Price of the Underlying on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions, and the Reverse Level (paragraph (8)) have been determined.

- (5) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).
- (6) The "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (7) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (8) The "**Reverse Level**" corresponds to the Reverse Level as specified in Table 1 in the Annex to the Issue Specific Conditions.

*[if Currency Conversion is applicable, the following paragraph shall apply:*

- (9) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around *[insert relevant time: •]*] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the

entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche Ausgabepreis**" und der Reverselevel (Absatz (8)) ermittelt wurden.

- (5) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).
- (6) Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.
- (7) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.
- (8) Das "**Reverselevel**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Reverselevel.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (9) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen *[maßgebliche Uhrzeit einfügen: •]*] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte

stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3  
Barrier[; Observation Period]

- [(1)] The "**Barrier**" corresponds to the Barrier specified in Table 1 in the Annex to the Issue Specific Conditions.
- [(2)] The "**Observation Period**" corresponds to the Observation Period specified in Table 1 in the Annex to the Issue Specific Conditions.]

§ 3  
Barriere[; Beobachtungszeitraum]

- [(1)] Die "**Barriere**" entspricht der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Barriere.
- [(2)] Der "**Beobachtungszeitraum**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Beobachtungszeitraum.]

Section 4  
Initial Reference Date; Final Valuation Date;  
Term; Business Day

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, subject to Section 10 of the Issue Specific Conditions, the Final Valuation Date specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date is not a Calculation Date (Section 9 (2) of the Issue Specific Conditions), the Final Valuation Date is the next following day which is a Calculation Date.
- (3) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with

§ 4  
Anfänglicher Referenztag; Finaler Bewertungstag;  
Laufzeit; Bankgeschäftstag

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht, vorbehaltlich § 10 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finalen Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.
- (3) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß

Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date (paragraph (2)).

- (4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

§ 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag (Absatz (2)).

- (4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt[ und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind]. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

Section 5  
(intentionally left blank)

§ 5  
(entfällt)

Section 6  
Payments; Repayment Date

§ 6  
Zahlungen; Rückzahlungstag

- (1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [5th][●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. If the Final Valuation Date is postponed pursuant to Section 4 (2) of the Issue Specific Conditions, the Security Holder is not entitled to demand interest or other payments on the basis of the postponement.
- (2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used

- (1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Sofern der Finale Bewertungstag gemäß § 4 (2) der Emissionsbezogenen Bedingungen verschoben wird, ist der Wertpapierinhaber nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund der Verschiebung zu verlangen.
- (2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person



in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

- (3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

Section 7  
(intentionally left blank)]

ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung zugewiesen ist.

- (3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

§ 7  
(entfällt)]

[in case of Product No. 5, insert:

**Product No 5: [Participation] [Index] Certificates**

Section 1

Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of [Index] [Participation] Certificates (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Security corresponds to the Reference Price (paragraph (2)) multiplied by the Multiplier (paragraph (4)) [and the Management Factor (paragraph (7))]. The Cash Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (5))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (5)) into the Settlement Currency (paragraph (5)) pursuant to paragraph (6) (the "**Currency Conversion**")]. The Cash Amount will be commercially rounded to [two][•] decimal places, as the case may be.
- (2) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).
- (3) The "**Initial Reference Price**" corresponds to the Initial Reference Price of the Underlying on the Initial Reference

[im Fall von Produkt Nr. 5 einfügen:

**Produkt Nr. 5: [Partizipations-] [Index-] Zertifikate**

§ 1

Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von [Index-][Partizipations-]Zertifikaten (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht dem mit dem Bezugsverhältnis (Absatz (4)) [und dem Managementfaktor (Absatz (7))] multiplizierten Referenzpreis Absatz (2)). Der Auszahlungsbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (5))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (6) von der Referenzwährung (Absatz (5)) in die Auszahlungswährung (Absatz (5)) umgerechnet (die "**Währungsumrechnung**")]. Der Auszahlungsbetrag wird gegebenenfalls auf [zwei][•] Nachkommastellen kaufmännisch gerundet.
- (2) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).
- (3) Der "**Anfängliche Referenzpreis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen

Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions, has been determined.

(4) [The "**Multipller**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.][Initially the "**Multipller**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions. The Multiplier is adjusted on each Rollover Date (§ 9 (5) of the Issue Specific Conditions) in accordance with Section 9 (6) of the Issue Specific Conditions.]

(5) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

*[if Currency Conversion is applicable, the following paragraph shall apply:*

(6) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around *[insert relevant time: •]*] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another

angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche Ausgabepreis**" ermittelt wurde.

(4) [Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.][Das "**Bezugsverhältnis**" entspricht anfänglich dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis. Das Bezugsverhältnis wird an jedem Rollovertag (§ 9 (5) der Emissionsspezifischen Bedingungen) gemäß § 9 (6) der Emissionsbezogenen Bedingungen angepasst.]

(5) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

(6) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen *[maßgebliche Uhrzeit einfügen: •]*] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der

financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

- [(7) The "**Management Factor**" or "**MF**" corresponds to the conversion of the Management Fee in line with the maturity and according to the following formula:

$$MF = 1 - \text{Management Fee} * (t / 365)$$

Whereby t means the number of calendar days since the Issue Date.

The Management Factor will be commercially rounded to [four][●] decimal places. The "**Management Fee**" corresponds to the Management Fee specified in Table 1 in the Annex to the Issue Specific Conditions.]

Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

- [(7) Der "**Managementfaktor**" oder "**MF**" entspricht der laufzeitabhängigen Umrechnung der Managementgebühr und wird nach folgender Formel berechnet:

$$MF = 1 - \text{Managementgebühr} * (t / 365)$$

wobei "t" die Anzahl der Kalendertage seit dem Emissionstag bezeichnet.

Der Managementfaktor wird auf [vier][●] Nachkommastellen kaufmännisch gerundet. Die "**Managementgebühr**" entspricht der in der Tabelle 1 im Annex zu den Emissionsbezogenen Bedingungen angegebenen Managementgebühr.]

Section 3  
(intentionally left blank)

§ 3  
(entfällt)

Section 4

Initial Reference Date; Final Valuation Date;  
Term; Business Day

§ 4

Anfänglicher Referenztag; Finaler Bewertungstag;  
Laufzeit; Bankgeschäftstag

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, subject to Section 10 of the Issue Specific Conditions, the Final Valuation Date specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date is not a Calculation Date (Section 9(2) of the Issue Specific Conditions), the Final Valuation Date is the next following day which is a Calculation Date.
- (3) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht, vorbehaltlich § 10 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finalen Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.
- (3) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen

Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date (paragraph (2)).

- (4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

Section 5  
(intentionally left blank)

Section 6  
Payments; Repayment Date

- (1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [(5th)][●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. If the Final Valuation Date is postponed pursuant to Section 4 (2) of the Issue Specific Conditions, the Security Holder is not entitled to demand interest or other payments on the basis of the postponement.

genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag (Absatz (2)).

- (4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt [und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind]. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

§ 5  
(entfällt)

§ 6  
Zahlungen; Rückzahlungstag

- (1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Sofern der Finale Bewertungstag gemäß § 4 (2) der Emissionsbezogenen Bedingungen verschoben wird, ist der Wertpapierinhaber nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund der Verschiebung zu verlangen.

- (2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.
- (3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.
- (2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung zugewiesen ist.
- (3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

Section 7  
(intentionally left blank)]

§ 7  
(entfällt)]

[in case of Product No 6, insert:

**Product No 6: [Twin Win] [Capped Twin Win] Certificates**

Section 1

Security Right; Transferability

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Twin Win Certificates [with Cap] (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

Section 2

Cash Amount

- (1) The "**Cash Amount**" per Security corresponds [subject to the payment of a Maximum Amount (paragraph (2))],
- (a) if the Observation Price (Section 9 (2) of the Issue Specific Conditions) does not reach or fall below the Barrier (Section 3 (1) of the Issue Specific Conditions) at any time during the Observation Period (Section 3 (2) of the Issue Specific Conditions) **and** the Reference Price (paragraph (5)) equals or exceeds the Strike (paragraph (3)), the product of (A) the Multiplier (paragraph (7)) and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Reference Price and Strike and (y) the Participation Factor[ 1] (paragraph (6)); expressed by the following formula:

$$\text{Cash Amount} = \text{Multiplier} \times (\text{Strike} + (\text{Reference Price} - \text{Strike}) \times \text{Participation Factor[ 1]})$$

[im Fall von Produkt Nr. 6 einfügen:

**Produkt Nr. 6: [Twin Win] [Capped Twin Win] Zertifikate**

§ 1

Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Wien, Österreich, (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Twin Win Zertifikaten [mit Cap] (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen), das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

§ 2

Auszahlungsbetrag

- (1) Der "**Auszahlungsbetrag**" je Wertpapier entspricht[, vorbehaltlich der Zahlung eines Höchstbetrags (Absatz (2))],
- (a) sofern der Beobachtungskurs (§ 9 (2) der Emissionsbezogenen Bedingungen) zu keinem Zeitpunkt während des Beobachtungszeitraums (§ 3 (2) der Emissionsbezogenen Bedingungen) die Barriere (§ 3 (1) der Emissionsbezogenen Bedingungen) berührt oder unterschreitet **und** der Referenzpreis (Absatz (5)) dem Basispreis (Absatz (3)) entspricht oder diesen überschreitet, dem Produkt aus (A) dem Bezugsverhältnis (Absatz (7)) und (B) der Summe aus (i) dem Basispreis und (ii) dem Produkt aus (x) der Differenz zwischen dem Referenzpreis und dem Basispreis und (y) dem Partizipationsfaktor[ 1] (Absatz (6)); als Formel ausgedrückt wie folgt:

$$\text{Auszahlungsbetrag} = \text{Bezugsverhältnis} \times (\text{Basispreis} + (\text{Referenzpreis} -$$

- (b) if the Observation Price (Section 9 (2) of the Issue Specific Conditions) does not reach or fall below the Barrier (Section 3 (1) of the Issue Specific Conditions) at any time during the Observation Period (Section 3 (2) of the Issue Specific Conditions) **but** the Reference Price (paragraph (5)) falls below the Strike (paragraph (3)), the Cash Amount per Security corresponds to, the product of (A) the Multiplier (paragraph (7)) and (B) the sum of (i) the Strike and (ii) the product of (x) the difference between Strike and Reference Price and (y) the Participation Factor[ 2] (paragraph (6)); expressed by the following formula:

$$\text{Cash Amount} = \text{Multiplier} \times (\text{Strike} + (\text{Strike} - \text{Reference Price}) \times \text{Participation Factor[ 2]})$$

- (c) if the Observation Price (Section 9 (2) of the Issue Specific Conditions) reaches or falls below the Barrier (Section 3 (1) of the Issue Specific Conditions) at any time during the Observation Period (Section 3 (2) of the Issue Specific Conditions), the Cash Amount per Security corresponds to, the product of (i) the Reference Price (paragraph (5)) and (ii) the Multiplier (paragraph (7)). In this case the calculation of the Cash Amount is expressed by the following formula:

$$\text{Cash Amount} = \text{Reference Price} \times \text{Multiplier}$$

The Cash Amount is *[if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (8))]* *[if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (8)) into the Settlement Currency (paragraph (8)) pursuant to paragraph (9) (the "**Currency Conversion**")]*. The Cash Amount will be commercially rounded to *[two][●]* decimal places, as the case may be.]

- (2) [(intentionally left blank)] *[insert in the case of Capped Twin Win Certificates:*  
The Cash Amount per Security

Basispreis) x Partizipationsfaktor[ 1])

- (b) sofern der Beobachtungskurs (§ 9 (2) der Emissionsbezogenen Bedingungen) zu keinem Zeitpunkt während des Beobachtungszeitraums (§ 3 (2) der Emissionsbezogenen Bedingungen) die Barriere (§ 3 (1) der Emissionsbezogenen Bedingungen) berührt oder unterschreitet, **aber** der Referenzpreis (Absatz (5)) den Basispreis (Absatz (3)) unterschreitet, entspricht der Auszahlungsbetrag je Wertpapier dem Produkt aus (A) dem Bezugsverhältnis (Absatz (7)) und (B) der Summe aus (i) dem Basispreis und (ii) dem Produkt aus (x) der Differenz zwischen dem Basispreis und dem Referenzpreis und (y) dem Partizipationsfaktor[ 2] (Absatz (6)); als Formel ausgedrückt wie folgt:

$$\text{Auszahlungsbetrag} = \text{Bezugsverhältnis} \times (\text{Basispreis} + (\text{Basispreis} - \text{Referenzpreis}) \times \text{Partizipationsfaktor[ 2]})$$

- (c) sofern der Beobachtungskurs (§ 9 (2) der Emissionsbezogenen Bedingungen) zu irgendeiner Zeit während des Beobachtungszeitraums (§ 3 (2) der Emissionsbezogenen Bedingungen) die Barriere (§ 3 (1) der Emissionsbezogenen Bedingungen) berührt oder unterschreitet, entspricht der Auszahlungsbetrag je Wertpapier dem Produkt aus (i) dem Referenzpreis (Absatz (5)) und (ii) dem Bezugsverhältnis (Absatz (7)). Die Berechnung des Auszahlungsbetrags wird in diesem Fall als Formel wie folgt ausgedrückt:

$$\text{Auszahlungsbetrag} = \text{Referenzpreis} \times \text{Bezugsverhältnis}$$

Der Auszahlungsbetrag wird *[sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (8))]* *[sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (9) von der Referenzwährung (Absatz (8)) in die Auszahlungswährung (Absatz (8)) umgerechnet (die "**Währungsumrechnung**")]*. Der Auszahlungsbetrag wird gegebenenfalls auf *[zwei][●]* Nachkommastellen kaufmännisch gerundet.

- (2) [(entfällt)]*[im Fall von Twin Win Zertifikaten mit Cap einfügen:*

Der Auszahlungsbetrag je Wertpapier



corresponds at the most to the [respective] Maximum Amount. The "**Maximum Amount[ 1]**" corresponds to[, if [(a)] the Observation Price does not reach or fall below the Barrier at any time during the Observation Period and the Reference Price equals or exceeds the Strike,] or if (b) the Observation Price reaches or falls below the Barrier at any time during the Observation Period,] the Multiplier multiplied with the Cap[ 1]. The "**Cap[ 1]**" corresponds to the Cap[ 1] specified in Table 1 in the Annex to the Issue Specific Conditions. [The "**Maximum Amount 2**" corresponds to, if [(a)] the Observation Price does not reach or fall below the Barrier at any time during the Observation Period but the Reference Price falls below the Strike,] or if (b) the Observation Price reaches or falls below the Barrier at any time during the Observation Period,] the Multiplier multiplied with the Cap 2. The "**Cap 2**" corresponds to the Cap 2 specified in Table 1 in the Annex to the Issue Specific Conditions.] The [respective] Maximum Amount is [*if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (7))*] [*if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (8)) into the Settlement Currency (paragraph (8)) pursuant to paragraph (9) (the "**Currency Conversion**")*]. The Maximum Amount will be commercially rounded to [two][●] decimal places, as the case may be.]

- (3) The "**Strike**" corresponds to the Strike of the Underlying, as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (4) The "**Initial Reference Price**" corresponds to the Initial Reference Price of the Underlying on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions), as specified in Table 1 in the Annex to the Issue Specific Conditions, on the basis of which the "**Initial Issue Price**", as specified in Table 1 in the Annex to the Issue Specific Conditions has been determined.

entspricht höchstens dem [jeweiligen] Höchstbetrag. Der "**Höchstbetrag[ 1]**" entspricht[, sofern [(a)] der Beobachtungskurs zu keinem Zeitpunkt während des Beobachtungszeitraums die Barriere berührt oder unterschreitet und der Referenzpreis dem Basispreis entspricht oder diesen überschreitet,] oder sofern (b) der Beobachtungskurs zu irgendeiner Zeit während des Beobachtungszeitraums die Barriere berührt oder unterschreitet,] dem mit dem Bezugsverhältnis multiplizierten Cap[ 1]. Der "**Cap[ 1]**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Cap[ 1]. [Der "**Höchstbetrag 2**" entspricht, sofern [(a)] der Beobachtungskurs zu keinem Zeitpunkt während des Beobachtungszeitraums die Barriere berührt oder unterschreitet aber der Referenzpreis den Basispreis unterschreitet,] oder sofern (b) der Beobachtungskurs zu irgendeiner Zeit während des Beobachtungszeitraums die Barriere berührt oder unterschreitet,] dem mit dem Bezugsverhältnis multiplizierten Cap 2. Der "**Cap 2**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Cap 2.] Der [jeweilige] Höchstbetrag wird [*sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (8))*] [*sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (9) von der Referenzwährung (Absatz (8)) in die Auszahlungswährung (Absatz (8)) umgerechnet (die "**Währungsumrechnung**")*]. Der Höchstbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.]

- (3) Der "**Basispreis**" entspricht dem in der Tabelle 1 im Anhang zu den Emissionsbezogenen Bedingungen angegebenen Basispreis des Basiswerts.
- (4) Der "**Anfängliche Referenzpreis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenzpreis des Basiswerts am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen), auf dessen Basis der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebene "**Anfängliche**"

- (5) The "**Reference Price**" corresponds to the Underlying Price (Section 9 (2) of the Issue Specific Conditions) on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions).
- (6) The "**Participation Factor[ 1]**" corresponds to the Participation Factor[ 1], as specified in Table 1 in the Annex to the Issue Specific Conditions. [The "**Participation Factor[ 2]**" corresponds to the Participation Factor[ 2], as specified in Table 1 in the Annex to the Issue Specific Conditions.]
- (7) The "**Multiplier**" corresponds to the Multiplier as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (8) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.

*[if Currency Conversion is applicable, the following paragraph shall apply:*

- (9) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) [at or around *[insert relevant time: •]*] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be

**Ausgabepreis**" ermittelt wurde.

- (5) Der "**Referenzpreis**" entspricht der Kursreferenz des Basiswerts (§ 9 (2) der Emissionsbezogenen Bedingungen) am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen).
- (6) Der "**Partizipationsfaktor[ 1]**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Partizipationsfaktor[ 1]. [Der "**Partizipationsfaktor[ 2]**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Partizipationsfaktor[ 2].]
- (7) Das "**Bezugsverhältnis**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Bezugsverhältnis.
- (8) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (9) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) [um oder gegen *[maßgebliche Uhrzeit einfügen: •]*] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem

shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3  
Barrier; Observation Period

- (1) The "**Barrier**" corresponds to the Barrier specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Observation Period**" corresponds to the Observation Period specified in Table 1 in the Annex to the Issue Specific Conditions.

§ 3  
Barriere; Beobachtungszeitraum

- (1) Die "**Barriere**" entspricht der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Barriere.
- (2) Der "**Beobachtungszeitraum**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Beobachtungszeitraum.

Section 4  
Initial Reference Date; Final Valuation Date;  
Term; Business Day

- (1) The "**Initial Reference Date**" corresponds to the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions.
- (2) The "**Final Valuation Date**" is, subject to Section 10 of the Issue Specific Conditions, the Final Valuation Date specified in Table 1 in the Annex to the Issue Specific Conditions. If the Final Valuation Date is not a Calculation Date (Section 9 (2) of the Issue Specific Conditions), the Final Valuation Date is the next following day which is a Calculation Date.
- (3) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**") and ends, subject to an extraordinary termination in accordance with Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions, on the Final Valuation Date (paragraph (2)).

§ 4  
Anfänglicher Referenztag; Finaler Bewertungstag;  
Laufzeit; Bankgeschäftstag

- (1) Der "**Anfängliche Referenztag**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Referenztag.
- (2) Der "**Finale Bewertungstag**" entspricht, vorbehaltlich § 10 der Emissionsbezogenen Bedingungen, dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finalen Bewertungstag. Sollte der Finale Bewertungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) sein, so ist der nächstfolgende Tag, der ein Berechnungstag ist, der Finale Bewertungstag.
- (3) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**") und endet, vorbehaltlich einer außerordentlichen Kündigung gemäß § 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen, am Finalen Bewertungstag (Absatz (2)).

(4) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments [and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]

(4) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt [und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und ][●] für den Geschäftsverkehr geöffnet sind]. [Sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "**TARGET2-System**" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes Nachfolgesystem dazu.]

Section 5  
(intentionally left blank)

§ 5  
(entfällt)

Section 6  
Payments; Repayment Date

§ 6  
Zahlungen; Rückzahlungstag

(1) The Issuer will cause the transfer of any Cash Amount by the [fifth][●] [5th][●] Business Day after the Final Valuation Date (Section 4 (2) of the Issue Specific Conditions) (the "**Repayment Date**") to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System. If the Final Valuation Date is postponed pursuant to Section 4 (2) of the Issue Specific Conditions, the Security Holder is not entitled to demand interest or other payments on the basis of the postponement.

(2) A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed to be issued automatically. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from

(1) Die Emittentin wird bis zu dem [fünften][●] [(5.)][[●]] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 4 (2) der Emissionsbezogenen Bedingungen) (der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu beanspruchenden Auszahlungsbetrags an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Sofern der Finale Bewertungstag gemäß § 4 (2) der Emissionsbezogenen Bedingungen verschoben wird, ist der Wertpapierinhaber nicht berechtigt, Zinsen oder sonstige Zahlungen aufgrund der Verschiebung zu verlangen.

(2) Eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist, gilt als automatisch abgegeben. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner

time to time.

- (3) All taxes, fees or other charges arising in connection with the exercise of the Security Rights or with the payment of the Cash Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

Section 7  
(intentionally left blank)]

jeweils gültigen Fassung zugewiesen ist.

- (3) Alle im Zusammenhang mit der Ausübung der Wertpapierrechte bzw. mit der Zahlung des Auszahlungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

§ 7  
(entfällt)]

[in case of Product No 7, insert:

[im Fall von Produkt Nr. 7 einfügen:

**Product No 7: Factor Long Certificates or  
Factor Short Certificates**

**Produkt Nr. 7: Faktor Long Zertifikate oder  
Faktor Short Zertifikate**

Section 1  
Security Right; Transferability

§ 1  
Wertpapierrecht; Übertragbarkeit

- (1) Erste Group Bank AG, Vienna, Austria, (the "**Issuer**") hereby grants the holder (the "**Security Holder**") of Factor Certificates (the "**Certificates**" or the "**Securities**"), relating to the Underlying (Section 9 (1) of the Issue Specific Conditions), the right (the "**Security Right**"), to demand payment of the Cash Amount (Section 2 (1) of the Issue Specific Conditions) in accordance with these Conditions.
- (2) The Certificates shall be transferable in a number equal to the Minimum Trading Number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Trading Number**") or an integral multiple thereof.

- (1) Erste Group Bank AG, Wien, Österreich (die "**Emittentin**") gewährt hiermit dem Inhaber (der "**Wertpapierinhaber**") von Faktor Zertifikaten (die "**Zertifikate**" oder die "**Wertpapiere**"), bezogen auf den Basiswert (§ 9 (1) der Emissionsbezogenen Bedingungen) das Recht (das "**Wertpapierrecht**"), nach Maßgabe dieser Bedingungen, die Zahlung des Auszahlungsbetrags (§ 2 (1) der Emissionsbezogenen Bedingungen) zu verlangen.
- (2) Die Zertifikate sind in einer Anzahl, die dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Mindesthandelsvolumen entspricht (das "**Mindesthandelsvolumen**"), oder einem ganzzahligen Vielfachen davon übertragbar.

Section 2  
Cash Amount

§ 2  
Auszahlungsbetrag

- (1) The "**Cash Amount**" per Security on a Calculation Date (Section 9 (2) of the Issue Specific Conditions) after the First Settlement Date (Section 5 (4) of the Issue Specific Conditions) corresponds to the difference between (i) the product of the Cash Amount on the previous Calculation Date (the "**Previous Cash Amount**") and the Daily Leveraged Performance (paragraph (3)) and (ii) the Financing Costs (paragraph (7)) (if the type of Security is specified in Table 1 in the Annex to the Issue Specific Conditions as Factor Long Certificates, the "**Factor Long Certificates**") or the sum of (i) the product of the Previous Cash Amount and the Daily Leveraged Performance and (ii) the Financing Costs (if the type of Security is specified in Table 1 in the Annex to the Issue Specific Conditions as Factor Short Certificates, the "**Factor Short Certificates**"), each commercially rounded to [four][●] decimal

- (1) Der "**Auszahlungsbetrag**" je Wertpapier an einem Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) nach dem Ersten Valutatag (§ 5 (4) der Emissionsbezogenen Bedingungen) entspricht der Differenz aus (i) dem Produkt aus dem Auszahlungsbetrag am vorangegangenen Berechnungstag (der "**Vorherige Auszahlungsbetrag**") und der Täglichen Gehebelten Wertentwicklung (Absatz (3)) und (ii) den Finanzierungskosten (Absatz (7)) (sofern der Wertpapierotyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Faktor Long Zertifikate festgelegt ist, die "**Faktor Long Zertifikate**") bzw. der Summe aus (i) dem Produkt aus dem Vorherigen Auszahlungsbetrag und der Täglichen Gehebelten Wertentwicklung und (ii) den Finanzierungskosten (sofern der Wertpapierotyp in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen als Faktor Short Zertifikate festgelegt ist,

places, as the case may be. The Cash Amount is at least zero (0). The Cash Amount is [if Currency Conversion is not applicable, insert: denominated in the Settlement Currency (paragraph (2))] [if Currency Conversion is applicable, insert: converted from the Reference Currency (paragraph (2)) into the Settlement Currency (paragraph (2)) pursuant to paragraph (8) (the "**Currency Conversion**")]. On the First Settlement Date, the calculation of the Cash Amount is based on the "**Initial Cash Amount**" as specified in Table 1 in the Annex to the Issue Specific Conditions.

- (2) The "**Settlement Currency**" corresponds to the Settlement Currency as specified in Table 1 in the Annex to the Issue Specific Conditions. The "**Reference Currency**" corresponds to the Reference Currency as specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) The "**Daily Leveraged Performance**" corresponds to the sum of (i) one (1) and (ii) the product of the Performance in Percent of the Underlying (paragraph (4)) and the Factor (paragraph (5)).
- (4) The "**Performance in Percent of the Underlying**" on a Calculation Date corresponds to the difference between (i) the quotient of the Reference Price (paragraph (6)) and the Previous Reference Price (paragraph (6)) and (ii) one (1) (Factor Long Certificates) or the difference between (i) one (1) and (ii) the quotient of the Reference Price and the Previous Reference Price (Factor Short Certificates), calculated in accordance with the following formula:
- Factor Long Certificates:  

$$\left( \frac{\text{Reference Price}}{\text{Previous Reference Price}} - 1 \right)$$
Factor Short Certificates:  

$$\left( 1 - \frac{\text{Reference Price}}{\text{Previous Reference Price}} \right)$$
- (5) The "**Factor**" corresponds to the Factor specified in Table 1 in the Annex to the Issue Specific Conditions.
- (6) The "**Reference Price**" corresponds on each Calculation Date (Section 9 (2) of

die "**Faktor Short Zertifikate**"), jeweils auf [vier][•] Nachkommastellen kaufmännisch gerundet. Der Auszahlungsbetrag beträgt mindestens null (0). Der Auszahlungsbetrag wird [sofern Währungsumrechnung nicht anwendbar ist, einfügen: in der Auszahlungswährung ausgedrückt (Absatz (2))] [sofern Währungsumrechnung anwendbar ist, einfügen: gemäß Absatz (8) von der Referenzwährung (Absatz (2)) in die Auszahlungswährung (Absatz (2)) umgerechnet (die "**Währungsumrechnung**")]. Am Ersten Valutatag wird für die Berechnung des Auszahlungsbetrags der "**Anfängliche Auszahlungsbetrag**" zugrunde gelegt, wie in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegt.

- (2) Die "**Auszahlungswährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Auszahlungswährung. Die "**Referenzwährung**" entspricht der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.
- (3) Die "**Tägliche Gehebelte Wertentwicklung**" entspricht der Summe aus (i) eins (1) und (ii) dem Produkt aus der Prozentualen Wertentwicklung des Basiswerts (Absatz (4)) und dem Faktor (Absatz (5)).
- (4) Die "**Prozentuale Wertentwicklung des Basiswerts**" an einem Berechnungstag entspricht der Differenz aus (i) dem Quotienten aus dem Referenzpreis (Absatz (6)) und dem Vorherigen Referenzpreis (Absatz (6)) und (ii) eins (1) (bei Faktor Long Zertifikaten) bzw. der Differenz aus (i) eins (1) und (ii) dem Quotienten aus dem Referenzpreis und dem Vorherigen Referenzpreis (bei Faktor Short Zertifikaten), berechnet gemäß der nachfolgenden Formel:
- Bei Faktor Long Zertifikaten:  

$$\left( \frac{\text{Referenzpreis}}{\text{Vorheriger Referenzpreis}} - 1 \right)$$
Bei Faktor Short Zertifikaten:  

$$\left( 1 - \frac{\text{Referenzpreis}}{\text{Vorheriger Referenzpreis}} \right)$$
- (5) Der "**Faktor**" entspricht dem in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Faktor.
- (6) Der "**Referenzpreis**" entspricht an jedem Berechnungstag (§ 9 (2) der

the Issue Specific Conditions), subject to Section 8 of the Issue Specific Conditions [and the following sentences], to the Underlying Price (Section 9 (2) of the Issue Specific Conditions).

The "**Previous Reference Price**" corresponds on each Calculation Date (Section 9 (2) of the Issue Specific Conditions) to the Reference Price on the previous Calculation Date or, if a Stop-Loss Event (Section 3 (3) of the Issue Specific Conditions) has occurred between the time of determination of the Reference Price on the previous Calculation Date and the determination of the Reference Price on the Calculation Date, to the Stop-Loss Reference Price (Section 3 (4) of the Issue Specific Conditions). If a Market Disruption Event within the meaning of Section 8 (2) of the Issue Specific Conditions has occurred on the previous Calculation Date, the relevant Reference Price corresponds to the Reference Price on the immediately previous Calculation Date on which no Market Disruption Event has occurred.

*[in case of shares and price indices as Underlying insert:* In the case of Shares and Price Indices as Underlying the Previous Reference Price on Calculation Dates, that are at the same time Dividend Record Dates, corresponds to the Reference Price on this Calculation Date minus [the gross-dividend amount per Share or per share represented in the Price Index taking into account the weighting of the relevant shares in the Price Index.][the Dividend Effect. The "**Dividend Effect**" corresponds to an amount, which is calculated by the Calculation Agent in its reasonable discretion based on the dividends or cash distributions equivalent to dividends distributed on a Dividend Record Date on the relevant Share or on one or several shares represented in the index. In the case of Factor Long Certificates the Dividend Effect is also multiplied by the Dividend Factor. The "**Dividend Factor**" on any given day corresponds in the case of Shares and price indices to a value between 0 and 1, which is calculated by the Calculation Agent in its reasonable discretion based on the taxes or charges payable by the Calculation Agent on the dividends or cash distributions equivalent

Emissionsbezogenen Bedingungen), vorbehaltlich § 8 der Emissionsbezogenen Bedingungen [und der folgenden Sätze], der Kursreferenz (§ 9 (2) der Emissionsbezogenen Bedingungen).

Der "**Vorherige Referenzpreis**" entspricht an jedem Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) dem Referenzpreis am vorangegangenen Berechnungstag oder, sofern zwischen dem Zeitpunkt der Feststellung des Referenzpreises am vorangegangenen Berechnungstag und der Feststellung des Referenzpreises am Berechnungstag ein Stop-Loss Ereignis (§ 3 (3) der Emissionsbezogenen Bedingungen) eingetreten ist, dem Stop-Loss Referenzpreis (§ 3 (4) der Emissionsbezogenen Bedingungen). Sofern am vorangegangenen Berechnungstag ein Marktstörungsereignis im Sinne von § 8 (2) der Emissionsbezogenen Bedingungen vorgelegen hat, entspricht der maßgebliche Referenzpreis dem Referenzpreis am unmittelbar vorangegangenen Berechnungstag, an dem kein Marktstörungsereignis vorgelegen hat.

*[im Fall von Aktien und Kursindizes als Basiswert einfügen:* Bei Aktien und Kursindizes als Basiswert entspricht der Vorherige Referenzpreis an Berechnungstagen, die gleichzeitig Dividententage sind, dem Referenzpreis an diesem Berechnungstag abzüglich [den Brutto-Dividendenbeträgen je Aktie bzw. im Kursindex enthaltene Aktien unter Berücksichtigung der Gewichtung der relevanten Aktien im Kursindex.][des Dividendeneinflusses. Der "**Dividendeneinfluss**" entspricht einem Betrag, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der an einem Dividententag auf die jeweilige Aktie bzw. auf eine oder mehrere der im Index vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen berechnet wird. Bei Faktor Long Zertifikaten wird der Dividendeneinfluss zusätzlich mit dem Dividendenfaktor multipliziert. Der "**Dividendenfaktor**" an einem angegebenen Tag entspricht bei Aktien und Kursindizes einem Wert zwischen 0 und 1, der auf Grundlage der an diesem Tag auf die entsprechende Aktie bzw. auf eine oder mehrere der im Index



to dividends distributed on that day on the relevant Share or one or several of the shares represented in the index.] A "**Dividend Record Date**" is a day on which Shares of the relevant company for which dividends or cash amounts equivalent to dividends are to be distributed are traded "ex dividend" on their relevant primary exchange.]

[In case of futures contracts as Underlying and as far as Rollover is applicable, insert: If the Calculation Date is a Rollover Date (Section 9 (5) of the Issue Specific Conditions) the Previous Reference Price will be calculated on the basis of the new futures contract.]

- (7) The Financing Costs ("**FC**") correspond to the product of (i) the Previous Cash Amount, (ii) the difference between the Factor and one (1) and (iii) the quotient of (x) the sum of the Financing Rate and the Margin and (y) 360 (Factor Long Certificates) or the product of (i) the Previous Cash Amount, (ii) the difference between the Factor and one (1), (iii) the quotient of (x) the difference between the Financing Rate and the Margin and (y) 360 (Factor Short Certificates) and (iv) the number of calendar days, calculated in accordance with the following formula:

Factor Long Certificates:

$$FC = PA * (F - 1) * \left(\frac{R + M}{360}\right) * d$$

Factor Short Certificates:

$$FC = PA * (F - 1) * \left(\frac{R - M}{360}\right) * d$$

The following definitions apply:

"**PA**" is the Previous Cash Amount in accordance with paragraph (1).

"**Factor**" or "**F**" is the Factor in accordance with paragraph (5).

The "**Financing Rate**" or "**R**" is the Financing Rate specified in Table 1 in the Annex to the Issue Specific Conditions.

The "**Margin**" oder "**M**" is the additional interest specified in Table 1 in the Annex

vertretenen Aktien ausgeschütteten Dividenden bzw. Dividenden gleichstehenden Barausschüttungen von der Berechnungsstelle zu zahlenden Steuern oder Abgaben von der Berechnungsstelle nach billigem Ermessen berechnet wird.] Ein "**Dividendentag**" ist ein Tag, an dem Aktien des betreffenden Unternehmens, auf die Dividenden bzw. Dividenden gleichstehende Barbeträge ausgeschüttet werden sollen, an ihrer entsprechenden Heimatbörse "ex Dividende" gehandelt werden.]

[im Fall von Futures Kontrakten als Basiswert und soweit Rollover anwendbar ist, einfügen: Falls der Berechnungstag ein Rollovertag (§ 9 (5) der Emissionsbezogenen Bedingungen) ist, wird der Vorherige Referenzpreis auf Basis des neuen Futures Kontrakts berechnet.]

- (7) Die Finanzierungskosten ("**FK**") entsprechen dem Produkt aus (i) dem Vorherigen Auszahlungsbetrag, (ii) der Differenz aus dem Faktor und eins (1) und (iii) dem Quotienten aus (x) der Summe aus der Finanzierungsrate und der Marge und (y) 360 (bei Faktor Long Zertifikaten) bzw. dem Produkt aus (i) dem Vorherigen Auszahlungsbetrag, (ii) der Differenz aus dem Faktor und eins (1), (iii) dem Quotienten aus (x) der Differenz aus der Finanzierungsrate und der Marge und (y) 360 (bei Faktor Short Zertifikaten) und (iv) der Anzahl der Kalendertage, berechnet gemäß der nachfolgenden Formel:

Bei Faktor Long Zertifikaten:

$$FK = VA * (F - 1) * \left(\frac{R + M}{360}\right) * d$$

Bei Faktor Short Zertifikaten:

$$FK = VA * (F - 1) * \left(\frac{R - M}{360}\right) * d$$

Dabei gelten die folgenden Definitionen:

"**VA**" ist der Vorherige Auszahlungsbetrag gemäß Absatz (1).

"**Faktor**" oder "**F**" ist der Faktor gemäß Absatz (5).

Die "**Finanzierungsrate**" oder "**R**" ist die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Finanzierungsrate.

Die "**Marge**" oder "**M**" ist der in Tabelle 1 im Annex der Emissionsbezogenen

to the Issue Specific Conditions (Factor Long Certificates) or interest deduction (Factor Short Certificates).

"d" is the number of calendar days between the last previous Calculation Date and the current Calculation Date.

*[if Currency Conversion is applicable, the following Paragraph shall apply:*

- (8) *[if Quanto is applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").] *[if Quanto is not applicable, insert:* The Reference Currency is converted into the Settlement Currency by the Calculation Agent based on the exchange rate expressed in the Reference Currency for one unit of the Settlement Currency, which is shown on the Final Valuation Date (Section 5 (2) of the Issue Specific Conditions) [at or around [*insert relevant time: •*]] [at the time when the Calculation Agent determines the Reference Price] on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate determined based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.]]

Bedingungen angegebene Zinsaufschlag (bei Faktor Long Zertifikaten) bzw. Zinsabschlag (bei Faktor Short Zertifikaten).

"d" ist die Anzahl der Kalendertage zwischen dem letzten vorangegangenen Berechnungstag und dem aktuellen Berechnungstag.

*[sofern Währungsumrechnung anwendbar ist, gilt der folgende Absatz:*

- (8) *[sofern Quanto anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle in die Auszahlungswährung umgerechnet, wobei eine Einheit der Referenzwährung einer Einheit der Auszahlungswährung entspricht ("**Quanto**").] *[sofern Quanto nicht anwendbar ist, einfügen:* Die Referenzwährung wird von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für eine Einheit der Auszahlungswährung, wie am Finalen Bewertungstag (§ 5 (2) der Emissionsbezogenen Bedingungen) [um oder gegen [*maßgebliche Uhrzeit einfügen: •*]] [zum Zeitpunkt, zu dem die Berechnungsstelle den Referenzpreis feststellt,] auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite**"), oder einer diese ersetzende Seite, angezeigt, in die Auszahlungswährung umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktansichten und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.]]

Section 3  
Stop-Loss Mechanism

§ 3  
Stop-Loss Mechanismus

- (1) The "**Stop-Loss Barrier**" corresponds on each Calculation Date (Section 9 (2) of the Issue Specific Conditions) after the First Settlement Date (Section 5 (4) of the Issue Specific Conditions) to the Previous Reference Price (Section 2 (6) of the Issue Specific Conditions) multiplied by the Stop-Loss Factor (paragraph (2)). The respective result will be commercially rounded to [four][●] decimal places. On the First Settlement Date the Stop-Loss Barrier (the "**Initial Stop-Loss Barrier**") corresponds to the [Initial Stop-Loss Barrier specified in Table 1 in the Annex to the Issue Specific Conditions.] [Reference Price on the Calculation Date prior to the First Settlement Date multiplied by the Stop-Loss Factor. The result will be commercially rounded to [four][●] decimal places. If a Market Disruption Event within the meaning of Section 8 (2) of the Issue Specific Conditions has occurred on the previous Calculation Date, the relevant Reference Price on the basis of which the Initial Stop-Loss Barrier will be determined corresponds to the Reference Price on the immediately preceding Calculation Date on which no Market Disruption Event has occurred.]
- (2) The "**Stop-Loss Factor**" corresponds to the result of the following calculation:
- Factor Long Certificates**  
 $1 - \text{Stop-Loss Buffer}$
- Factor Short Certificates**  
 $1 + \text{Stop-Loss Buffer}$
- Whereby
- "**Stop-Loss Buffer**" corresponds to the Stop-Loss Buffer specified in Table 1 in the Annex to the Issue Specific Conditions.
- (3) A "**Stop-Loss Event**" occurs, if the Observation Price (Section 9 (2) of the Issue Specific Conditions) during the Calculation Hours (Section 9 (2) of the Issue Specific Conditions) on a Calculation Date reaches or falls below the Stop-Loss Barrier on this Calculation Date (Factor Long Certificates) or reaches or exceeds the Stop-Loss Barrier (Factor Short Certificates).

- (1) Die "**Stop-Loss Barriere**" entspricht an jedem Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) nach dem Ersten Valutatag (§ 5 (4) der Emissionsbezogenen Bedingungen) dem Vorherigen Referenzpreis (§ 2 (6) der Emissionsbezogenen Bedingungen) multipliziert mit dem Stop-Loss Faktor (Absatz (2)). Das jeweilige Ergebnis wird auf [vier][●] Nachkommastellen kaufmännisch gerundet. Am Ersten Valutatag entspricht die Stopp-Loss Barriere (die "**Anfängliche Stop-Loss Barriere**") [der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Stop-Loss Barriere.] [dem Referenzpreis an dem dem Ersten Valutatag vorangegangenen Berechnungstag multipliziert mit dem Stop-Loss Faktor. Das Ergebnis wird auf [vier][●] Nachkommastellen kaufmännisch gerundet. Sofern am vorangegangenen Berechnungstag ein Marktstörungsereignis im Sinne von § 8 (2) der Emissionsbezogenen Bedingungen vorgelegen hat, entspricht der maßgebliche Referenzpreis, auf dessen Basis die Anfängliche Stop-Loss Barriere festgelegt wird, dem Referenzpreis am unmittelbar vorangegangenen Berechnungstag, an dem kein Marktstörungsereignis vorgelegen hat.]
- (2) Der "**Stop-Loss Faktor**" entspricht dem Ergebnis folgender Berechnung:
- bei Faktor Long Zertifikaten**  
 $1 - \text{Stop-Loss Puffer}$
- bei Faktor Short Zertifikaten**  
 $1 + \text{Stop-Loss Puffer}$
- wobei gilt:
- "**Stop-Loss Puffer**" entspricht dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Stop-Loss Puffer.
- (3) Ein "**Stop-Loss Ereignis**" liegt vor, wenn der Beobachtungskurs (§ 9 (2) der Emissionsbezogenen Bedingungen) während der Berechnungsstunden (§ 9 (2) der Emissionsbezogenen Bedingungen) an einem Berechnungstag die Stop-Loss Barriere an diesem Berechnungstag erreicht oder unterschreitet (bei Faktor Long Zertifikaten) bzw. erreicht oder überschreitet (bei Faktor Short

- (4) The "**Stop-Loss Reference Price**" on a Calculation Date corresponds to the Stop-Loss Barrier on this Calculation Date.

Section 4  
Exercise of the Securities

- (1) The Securities may be exercised by the Security Holders according to the following provisions (the "**Exercise Right**"). The Exercise Right may be exercised by the Security Holder, subject to an extraordinary termination or an ordinary termination of the Securities in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions, until [11 a.m.][●] (local time Vienna) (the "**Exercise Time**") starting at the Start of the Exercise Period specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Start of the Exercise Period**") on each Business Day in [Vienna][●] (each the "**Exercise Period**"). In case of an extraordinary or ordinary termination in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions the Exercise Right may only be exercised no later than [11 a.m.][●] (local time Vienna) on the day on which the termination becomes effective. In case of an extraordinary or ordinary termination of the Securities by the Issuer in accordance with Section 10 or Section 7 of the Issue Specific Conditions or Section 5 of the General Conditions before the end of the Exercise Period, the Exercise Period ends [at the Exercise Time] on [the last Business Day prior to] the Termination Date.
- (2) Exercise Rights may only be exercised in each case for the minimum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Minimum Exercise Number**"). *[if a Maximum Exercise Number is specified, insert: The total number of Securities exercised must not exceed the maximum exercise number as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Exercise Number**").]* With the exercise of the Securities on the relevant Exercise Date

Zertifikaten).

- (4) Der "**Stop-Loss Referenzpreis**" an einem Berechnungstag entspricht der Stop-Loss Barriere an diesem Berechnungstag.

§ 4  
Ausübung der Wertpapiere

- (1) Die Wertpapiere können durch die Wertpapierinhaber gemäß den nachfolgenden Bestimmungen ausgeübt werden (das "**Ausübungsrecht**"). Das Ausübungsrecht kann, vorbehaltlich einer außerordentlichen bzw. ordentlichen Kündigung der Wertpapiere gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen durch die Wertpapierinhaber, jeweils bis [11:00][●] Uhr (Ortszeit Wien) (die "**Ausübungszeit**") ab dem in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Beginn der Ausübungsfrist (der "**Beginn der Ausübungsfrist**") an jedem Bankgeschäftstag in [Wien][●] ausgeübt werden (jeweils die "**Ausübungsfrist**"). Im Fall einer außerordentlichen oder ordentlichen Kündigung gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen kann das Ausübungsrecht nur bis spätestens [11:00][●] Uhr (Ortszeit Wien) an dem Tag des Wirksamwerdens der Kündigung ausgeübt werden. Im Falle einer außerordentlichen oder ordentlichen Kündigung der Wertpapiere durch die Emittentin gemäß § 10 bzw. § 7 der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen vor Ablauf der Ausübungsfrist endet die Ausübungsfrist [zur Ausübungszeit] am [letzten Bankgeschäftstag vor dem] Kündigungstermin.
- (2) Ausübungsrechte können jeweils nur für die Mindestausübungsmenge, wie in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegt, (die "**Mindestausübungsmenge**") ausgeübt werden. *[sofern eine Höchstausübungsmenge festgelegt ist, einfügen: Die Gesamtzahl der ausgeübten Wertpapiere darf die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegte Höchstausübungsmenge (die*

all the rights of the realised Securities expire.

(3) In order to exercise the Security Rights effectively, the following conditions must also be fulfilled on a Business Day within the Exercise Period:

(a) a declaration signed with legally-binding effect must have been submitted to the Paying Agent (Section 3 (1) of the General Conditions), including the following information: (i) the name of the Security Holder, (ii) the designation and the number of the Securities, the Security Rights of which are exercised, (iii) a suitable bank account, to which any Cash Amount denominated in the Settlement Currency is to be credited, and (iv) a declaration, that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person (the "**Exercise Notice**", a template is available at <https://produkte.erstegroup.com/Retail/>). The Exercise Notice is, subject to Section 8 of the Issue Specific Conditions, irrevocable and binding. The terms used in this paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time;

(b) the Securities must have been received by the Paying Agent through credit of the Securities to the account of the Paying Agent at the Clearing System (Section 2 (1) of the General Conditions).

#### Section 5

Exercise Date; Final Valuation Date;  
Business Day; Term of the Securities

"**Höchstausübungsmenge**") nicht überschreiten.] Mit der Ausübung der Wertpapiere am jeweiligen Ausübungstag erlöschen alle Rechte aus den eingelösten Wertpapieren.

(3) Zur wirksamen Ausübung der Wertpapierrechte müssen an einem Bankgeschäftstag innerhalb der Ausübungsfrist ferner die folgenden Bedingungen erfüllt sein:

(a) bei der Zahlstelle (§ 3 (1) der Allgemeinen Bedingungen) muss eine rechtsverbindlich unterzeichnete Erklärung eingereicht sein, die die folgenden Angaben enthält: (i) den Namen des Wertpapierinhabers, (ii) die Bezeichnung und die Anzahl der Wertpapiere, deren Wertpapierrechte ausgeübt werden, (iii) ein geeignetes Bankkonto, dem gegebenenfalls der Auszahlungsbetrag in der Auszahlungswährung gutgeschrieben werden soll, und (iv) eine Erklärung, dass weder der Wertpapierinhaber noch der wirtschaftliche Eigentümer (*beneficial owner*) der Wertpapiere eine US-Person ist (die "**Ausübungserklärung**", eine Vorlage ist unter <https://produkte.erstegroup.com/Retail/> verfügbar). Die Ausübungserklärung ist, vorbehaltlich § 8 der Emissionsbezogenen Bedingungen, unwiderruflich und bindend. Die in diesem Absatz verwendeten Bezeichnungen haben die Bedeutung, die ihnen in Regulation S gemäß dem United States Securities Act von 1933 in seiner jeweils gültigen Fassung beigelegt ist;

(b) die Wertpapiere müssen bei der Zahlstelle durch Gutschrift der Wertpapiere auf das Konto der Zahlstelle bei dem Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) eingegangen sein.

#### § 5

Ausübungstag; Finaler Bewertungstag;  
Bankgeschäftstag; Laufzeit der Wertpapiere

- (1) "**Exercise Date**" is, subject to the following provisions, the Business Day on which all conditions set forth in Section 4 (2) and (3) of the Issue Specific Conditions are fulfilled no later than by the Exercise Time (Section 4 (1) of the Issue Specific Conditions). If these conditions are fulfilled on a date, which is not a Business Day, or after the Exercise Time on a Business Day, the next following Business Day shall be deemed to be the Exercise Date, provided that this day falls into the Exercise Period.
- (2) "**Final Valuation Date**" is, subject to Section 8 of the Issue Specific Conditions, if the Underlying Price (Section 9 (2) of the Issue Specific Conditions) of the Underlying is determined usually on a Calculation Date after the Exercise Time, the Exercise Date or if the Exercise Date is not a Calculation Date (Section 9 (2) of the Issue Specific Conditions), the following Calculation Date or if the Underlying Price is determined usually on a Calculation Date prior to the Exercise Time, the Calculation Date (Section 9 (2) of the Issue Specific Conditions) immediately following the Exercise Date.
- (3) "**Business Day**" is, subject to the following rules and unless set forth otherwise in these Terms and Conditions, each day on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ] [and][●] are open for business. In connection with payment transactions in accordance with Section 6 and Section 10 of the Issue Specific Conditions, "**Business Day**" is each day (except for Saturday and Sunday) on which [if EUR is specified as Settlement Currency, insert: the TARGET2-System is open and] the Clearing System (Section 2 (1) of the General Conditions) processes payments and on which banks in [Vienna][, ][and ][Frankfurt am Main][, ][and ][London][, ][and ][●] are open for business]. [If EUR is specified as Settlement Currency, insert: "**TARGET2-System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system or any system succeeding it.]
- (1) "**Ausübungstag**" ist, vorbehaltlich der nachfolgenden Bestimmungen, der Bankgeschäftstag, an dem bis spätestens zur Ausübungszeit (§ 4 (1) der Emissionsbezogenen Bedingungen) sämtliche in § 4 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen erfüllt sind. Falls diese Bedingungen an einem Tag, der kein Bankgeschäftstag ist, oder nach der Ausübungszeit an einem Bankgeschäftstag erfüllt sind, gilt der nächstfolgende Bankgeschäftstag als der Ausübungstag, vorausgesetzt, dass dieser Tag in die Ausübungsfrist fällt.
- (2) "**Finaler Bewertungstag**" ist, vorbehaltlich § 8 der Emissionsbezogenen Bedingungen, sofern die Kursreferenz (§ 9 (2) der Emissionsbezogenen Bedingungen) des Basiswerts üblicherweise an einem Berechnungstag nach der Ausübungszeit festgestellt wird, der Ausübungstag bzw., falls der Ausübungstag kein Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen) ist, der nächstfolgende Berechnungstag bzw., sofern die Kursreferenz des Basiswerts üblicherweise an einem Berechnungstag vor der Ausübungszeit festgestellt wird, der Berechnungstag (§ 9 (2) der Emissionsbezogenen Bedingungen), der unmittelbar auf den Ausübungstag folgt.
- (3) "**Bankgeschäftstag**" ist, vorbehaltlich der nachfolgenden Regelung und sofern nichts Abweichendes in diesen Zertifikatsbedingungen geregelt ist, jeder Tag, an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind. Im Zusammenhang mit Zahlungsvorgängen gemäß § 6 und § 10 der Emissionsbezogenen Bedingungen ist "**Bankgeschäftstag**" jeder Tag (außer Samstag und Sonntag), an dem [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: das TARGET2-System geöffnet ist und] das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) Zahlungen abwickelt und an dem die Banken in [Wien][, ][und ][Frankfurt am Main][, ][und ][London][, ][und][ ●] für den Geschäftsverkehr geöffnet sind]. [sofern EUR als Auszahlungswährung festgelegt ist, einfügen: "TARGET2-System" bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2)-Zahlungssystem oder jedes

- (4) The "**Term of the Securities**" begins on the First Settlement Date as specified in Table 1 in the Annex to the Issue Specific Conditions (the "**First Settlement Date**"). The end of the term is currently not certain and corresponds to, in respect to Securities that have not been exercised yet, the Termination Date in accordance with Section 7 of the Issue Specific Conditions or Section 10 (1) of the Issue Specific Conditions or Section 5 of the General Conditions.

Nachfolgesystem dazu.]

- (4) Die "**Laufzeit der Wertpapiere**" beginnt am in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen genannten Ersten Valutatag (der "**Erste Valutatag**"). Das Laufzeitende steht gegenwärtig noch nicht fest und entspricht hinsichtlich noch nicht ausgeübter Wertpapiere, dem Kündigungstermin gemäß § 7 der Emissionsbezogenen Bedingungen bzw. § 10 (1) der Emissionsbezogenen Bedingungen bzw. § 5 der Allgemeinen Bedingungen.

#### Section 6

#### Determination and Payment of the Cash Amount

- (1) Following the exercise of the Securities in accordance with Section 4 (3) of the Issue Specific Conditions as well as the determination of the Reference Price on the Calculation Date that corresponds to the relevant Final Valuation Date (Section 5 (2) of the Issue Specific Conditions), the Calculation Agent calculates any Cash Amount to be paid either based on the number of Securities actually delivered or based on the number of Securities specified in the Exercise Notice, depending on which number is lower. Section 4 (2) of the Issue Specific Conditions remains unaffected. The Cash Amount will where appropriate be commercially rounded to [two][●] decimal places. Any remaining surplus of delivered Securities is returned to the holder of the Security Rights of the Securities to be exercised at its cost and risk.
- (2) Following (a) the exercise of the Securities in accordance with Section 4 (2) and (3) of the Issue Specific Conditions or (b) an early termination of the Securities by the Issuer in accordance with Section 7 of the Issue Specific Conditions or Section 10 of the Issue Specific Conditions or Section 5 of the General Conditions, the Issuer will cause the transfer of any Cash Amount or of the respective Termination Amount, as the case may be, to be claimed to the account of the holder of the exercised Securities specified in the Exercise Notice by the [fifth][●] Business Day after the Final Valuation Date (Section 5 (2) of the

#### § 6

#### Ermittlung und Zahlung des Auszahlungsbetrags

- (1) Nach Ausübung der Wertpapiere gemäß § 4 (3) der Emissionsbezogenen Bedingungen sowie der Feststellung des Referenzpreises am Berechnungstag, der dem maßgeblichen Finalen Bewertungstag (§ 5 (2) der Emissionsbezogenen Bedingungen) entspricht, berechnet die Berechnungsstelle den gegebenenfalls zu zahlenden Auszahlungsbetrag entweder nach der Anzahl der tatsächlich gelieferten Wertpapiere oder nach der in der Ausübungserklärung genannten Anzahl von Wertpapieren, je nachdem, welche Zahl niedriger ist. § 4 (2) der Emissionsbezogenen Bedingungen bleibt unberührt. Der zu zahlende Auszahlungsbetrag wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet. Ein etwa verbleibender Überschuss bezüglich der gelieferten Wertpapiere wird an den Inhaber der auszuübenden Wertpapierrechte auf dessen Kosten und Gefahr zurückgewährt.
- (2) Nach (a) der Ausübung der Wertpapiere gemäß § 4 (2) und (3) der Emissionsbezogenen Bedingungen oder (b) einer vorzeitigen Kündigung der Wertpapiere durch die Emittentin gemäß § 7 der Emissionsbezogenen Bedingungen oder § 10 der Emissionsbezogenen Bedingungen oder § 5 der Allgemeinen Bedingungen, wird die Emittentin bis zum [fünften][●] Bankgeschäftstag nach dem Finalen Bewertungstag (§ 5 (2) der Emissionsbezogenen Bedingungen) bzw. nach dem jeweiligen Kündigungstermin (für sich jeweils der "**Rückzahlungstag**") die Überweisung des gegebenenfalls zu

Issue Specific Conditions) or after the respective Termination Date (in each case the "**Repayment Date**"). In the case of an early termination of the Securities by the Issuer, the Issuer will cause the transfer of the Termination Amount to be claimed to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System, without requiring the fulfilment of the conditions set forth in Section 4 (2) and (3) of the Issue Specific Conditions. In the case of an extraordinary termination by the Issuer, the declaration referred to in Section 4 (3)(a)(iv) of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the exercise of Security Rights or with the payment of the Cash Amount or of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold any taxes, fees or other charges payable by the Security Holder, as aforesaid.

#### Section 7

##### Ordinary termination by the Issuer

The Issuer has the right to terminate the Securities at all times in their entirety, but not partially, during their term through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the calendar day on which the termination becomes effective (the "**Termination Date**") and subject to a termination notice period of at least [three (3)][●] month[s] (the "**Termination Notice Period**") prior to the respective Termination Date. The termination amount (the "**Termination Amount**") is calculated in the same manner as the Cash Amount (Section 2 of the Issue Specific Conditions). For purposes of calculating the Cash Amount in accordance with Section 2 of the Issue Specific Conditions, the Termination Date is deemed to be the Final Valuation Date in the sense of these Terms and Conditions. If this date should not be a Calculation Date, the next following Calculation Date is deemed to be the Final Valuation Date. The termination is

beanspruchenden Auszahlungsbetrags bzw. des Kündigungsbetrags auf das in der Ausübungserklärung angegebene Konto des Inhabers der ausgeübten Wertpapiere veranlassen. Im Fall einer vorzeitigen Kündigung durch die Emittentin, wird die Emittentin die Überweisung des gegebenenfalls zu beanspruchenden Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen, ohne dass es der Erfüllung der in § 4 (2) und (3) der Emissionsbezogenen Bedingungen genannten Bedingungen bedarf. Im Fall einer außerordentlichen Kündigung durch die Emittentin gilt die Erklärung nach § 4 (3)(a)(iv) der Emissionsbezogenen Bedingungen automatisch als abgegeben.

- (3) Alle im Zusammenhang mit der Ausübung von Wertpapierrechten bzw. mit der Zahlung des Auszahlungsbetrags bzw. des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, etwaige Steuern, Gebühren oder Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

#### § 7

##### Ordentliche Kündigung durch die Emittentin

Die Emittentin ist jederzeit berechtigt, die Wertpapiere insgesamt, jedoch nicht teilweise, während ihrer Laufzeit durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Kündigung wirksam wird (der "**Kündigungstermin**"), und unter Wahrung einer Kündigungsfrist von mindestens [drei (3)][●] Monat[en] vor dem jeweiligen Kündigungstermin (die "**Kündigungsfrist**") zu kündigen. Der Kündigungsbetrag (der "**Kündigungsbetrag**") wird auf dieselbe Weise berechnet wie der Auszahlungsbetrag (§ 2 der Emissionsbezogenen Bedingungen). Für die Zwecke der Berechnung des Auszahlungsbetrags gemäß § 2 der Emissionsbezogenen Bedingungen gilt der Kündigungstermin als Finaler Bewertungstag im Sinne dieser Zertifikatsbedingungen. Sollte dieser Tag kein Berechnungstag sein, so gilt der nächstfolgende Berechnungstag als Finaler Bewertungstag. Die Kündigung ist unwiderruflich



irrevocable and must state the Termination Date.] und muss den Kündigungstermin benennen.]

## Part B. Underlying Specific Conditions

[in the case of an index as underlying, insert:

### Section 8 Market Disruptions

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(2) **"Market Disruption Event"** means

- (a) the suspension or restriction of trading on the exchanges or the markets where the Underlying components are listed or traded, in general; or
- (b) the suspension or restriction of trading (including the lending market) of individual Underlying components on the exchanges or the markets where these components are listed or traded, or in a futures or option contract in respect of the Underlying on a related exchange, where futures or option contracts in respect of the Underlying are traded (the **"Related Exchange"**); or
- (c) the suspension or non-calculation of the Underlying because of a decision of the Index Sponsor, if such suspension, restriction, or non-calculation occurs or exists [during the last half hour prior to the usually occurring calculation

[im Fall eines Index als Basiswert einfügen:

### § 8 Marktstörungen

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) **"Marktstörungsereignis"** bedeutet

- (a) die Suspendierung oder Einschränkung des Handels an den Börsen bzw. den Märkten, an denen die dem Basiswert zugrunde liegenden Werte notiert bzw. gehandelt werden, allgemein; oder
- (b) die Suspendierung oder Einschränkung des Handels (einschließlich des Leihemarkts) einzelner dem Basiswert zugrunde liegender Werte an den Börsen bzw. den Märkten, an denen diese Werte notiert bzw. gehandelt werden, oder in einem Termin- oder Optionskontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die **"Maßgebliche Terminbörse"**); oder
- (c) die Suspendierung oder Nichtberechnung des Basiswerts aufgrund einer Entscheidung des Index-Sponsors, sofern diese Suspendierung, Einschränkung oder Nichtberechnung [in der letzten halben Stunde vor der

of the closing price of the Underlying or of the Underlying components] and if such suspension, restriction or non-calculation is material for the satisfaction of the obligations under the Securities in the reasonable discretion of the Calculation Agent. A restriction on the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a prior announcement relating to the change of the respective exchange.

üblicherweise zu erfolgenden Berechnung des Schlusskurses des Basiswerts bzw. der dem Basiswert zugrunde liegenden Werte] eintritt bzw. besteht und nach billigem Ermessen der Berechnungsstelle für die Erfüllung der Verpflichtungen aus den Wertpapieren wesentlich ist. Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung der betreffenden Börse beruht.

### Section 9

#### Underlying; Underlying Price; Successor Underlying; Adjustments

- (1) The "**Underlying**" corresponds to the Index specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to [the Official Closing Price][*insert other relevant Underlying Price: ●*] of the Underlying expressed in the Reference Currency, as calculated and published on Calculation Dates by the Index Sponsor specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Index Sponsor**"). [The "**Observation Price**" of the Underlying corresponds to [the prices continuously calculated and published for the Underlying by the Index Sponsor on Calculation Dates [during the Calculation Hours]][*insert other relevant Observation Price: ●*] expressed in the Reference Currency.] The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are dates on which the Underlying is calculated and published by the Index Sponsor. ["**Calculation Hours**" is the period during a Calculation Date,[ during which the Underlying is calculated and published by the Index Sponsor][during which the Index Sponsor usually determines prices for the Underlying].]
- (3) If the Underlying is no longer calculated and announced by the Index Sponsor, but by a different person, company, or institution, which the Calculation Agent in

### § 9

#### Basiswert; Kursreferenz; Nachfolgebasiswert; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Index.
- (2) Die "**Kursreferenz**" entspricht [dem offiziellen Schlusskurs][*andere Kursreferenz einfügen: ●*] des Basiswerts, ausgedrückt in der Referenzwährung, wie er an Berechnungstagen von dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Index-Sponsor (der "**Index-Sponsor**") berechnet und veröffentlicht wird. [Der "**Beobachtungskurs**" des Basiswerts entspricht [den vom Index-Sponsor an Berechnungstagen [während den Berechnungstunden] für den Basiswert fortlaufend berechneten und veröffentlichten Kursen][*anderen Beobachtungskurs einfügen: ●*], ausgedrückt in der Referenzwährung.] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. "**Berechnungstage**" sind Tage, an denen der Basiswert vom Index-Sponsor berechnet und veröffentlicht wird. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages,[ an denen der Basiswert vom Index-Sponsor berechnet und veröffentlicht wird] [in denen der Index-Sponsor üblicherweise Kurse für den Basiswert feststellt].]
- (3) Wird der Basiswert nicht mehr von dem Index-Sponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle nach

its reasonable discretion considers acceptable (the "**Successor Index Sponsor**"), the Cash Amount will be calculated based on the Underlying Price calculated and published by the Successor Index Sponsor. Furthermore, each reference to the Index Sponsor in these Conditions is deemed, if the context so permits, to be a reference to the Successor Index Sponsor.

(4) Modifications in the calculation of the Underlying (including adjustments) or to the composition or weighting of the prices or Securities, based on which the Underlying is calculated, shall not result in an Adjustment of the Securities Right, unless, as a result of any such modification, the relevant modified concept and the calculation of the Underlying, as the case may be, are no longer comparable to the previously relevant concept or the relevant calculation of the Underlying in the reasonable discretion of the Calculation Agent. This applies in particular if, due to any such modification and notwithstanding constant prices of the individual components comprised in the Underlying and their weighting, a material change occurs to the index value. An Adjustment of the Securities Right may also occur in the case of a cancellation of the Underlying and/or its replacement with another index. The Calculation Agent shall in such circumstances adjust the Securities Right in its reasonable discretion, taking into account the remaining term of the Securities and the last determined price of the Underlying, with the goal of preserving the economic value of the Securities, and determine the date, taking into account the time of such replacement, on which the adjusted Securities Right is to be effective. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

(5) If (i) the Underlying is cancelled and/or replaced with another index at any time or if (ii) the Underlying may no longer be used as a consequence of new regulatory provisions or if (iii) the methodology of determining or calculating the Underlying Price or other prices relevant pursuant to

billigem Ermessen für geeignet hält (der "**Nachfolge-Index Sponsor**") berechnet und veröffentlicht, so wird der Auszahlungsbetrag auf der Grundlage der von dem Nachfolge-Index Sponsor berechneten und veröffentlichten Kursreferenz berechnet. Ferner gilt dann jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf den Index-Sponsor, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolge-Index Sponsor.

(4) Veränderungen in der Berechnung des Basiswerts (einschließlich Bereinigungen) oder der Zusammensetzung oder Gewichtung der Kurse oder Wertpapiere, auf deren Grundlage der Basiswert berechnet wird, führen nicht zu einer Anpassung des Wertpapierrechts, es sei denn, dass das neue maßgebende Konzept und die Berechnung des Basiswerts infolge einer Veränderung (einschließlich einer Bereinigung) nach billigem Ermessen der Berechnungsstelle nicht mehr vergleichbar ist mit dem bisher maßgebenden Konzept oder der maßgebenden Berechnung des Basiswerts. Dies gilt insbesondere, wenn sich aufgrund irgendeiner Änderung trotz gleichbleibender Kurse der in dem Basiswert enthaltenen Einzelwerte und ihrer Gewichtung eine wesentliche Änderung des Indexwerts ergibt. Eine Anpassung des Wertpapierrechts kann auch bei Aufhebung des Basiswerts und/oder seiner Ersetzung durch einen anderen Index erfolgen. Die Berechnungsstelle passt das Wertpapierrecht nach billigem Ermessen unter Berücksichtigung der Restlaufzeit der Wertpapiere und des zuletzt ermittelten Kurses mit dem Ziel an, den wirtschaftlichen Wert der Wertpapiere zu erhalten, und bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(5) Wird (i) der Basiswert zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt oder (ii) darf der Index aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden oder (iii) falls sich die Methodik zur Ermittlung oder Berechnung der

these Terms and Conditions for the Underlying has materially changed and such change results in the Underlying Price, as calculated in accordance with the new methodology, no longer adequately representing the (original) Underlying Price (as defined in Section 9 (2) of the Issue Specific Conditions), the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Securities Right pursuant to paragraph (4) accordingly, which index shall be used as the basis for the Securities Right in the future (the "**Successor Underlying**"). The Successor Underlying, as well as the time of its first application, will be published in accordance with Section 6 (Notices) of the General Conditions. Each reference contained in these Conditions to the Underlying will, from the date and time of any such adjustment, be deemed to be a reference to the Successor Underlying, if the context permits.

(6) In the case of modifications to the way in which the Reference Price or other rates or prices relevant for the Underlying are calculated pursuant to these Terms and Conditions, including a modification of the Calculation Dates and Calculation Hours relevant for the Underlying and including a subsequent correction of the Underlying by the Index Sponsor, the Calculation Agent is entitled, in such cases, to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of any such modification, when the adjusted Securities Right is to become effective. The adjusted Securities Right, as well as the time of its first application, will be published in accordance with Section 6 (Notices) of the General Conditions.

(7) If, in the reasonable discretion of the Calculation Agent, an Adjustment of the Securities Right or the determination of a Successor Underlying, is not possible for any reasons whatsoever, the Calculation Agent or the Issuer, or an expert appointed by the Calculation Agent or the Issuer, must, subject to a termination of the Securities in accordance with Section 10 of the Issue Specific Conditions, ensure that the calculation

Kurzreferenz oder anderer nach diesen Zertifikatsbedingungen für den Basiswert maßgeblichen Kurse wesentlich ändert und dies dazu führt, dass die gemäß der neuen Methodik berechnete Kursreferenz die (ursprüngliche) Kursreferenz (wie in § 9 (2) der Emissionsbezogenen Bedingungen definiert) nicht mehr angemessen repräsentiert, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Wertpapierrechts gemäß Absatz (4), fest, welcher Index künftig für das Wertpapierrecht zugrunde zu legen ist (der "**Nachfolgebasiswert**"). Der Nachfolgebasiswert sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht. Jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf den Basiswert gilt dann, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgebasiswert.

(6) Veränderungen in der Art und Weise der Berechnung des Referenzpreises bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden sowie einschließlich einer nachträglichen Korrektur des Basiswerts durch den Index-Sponsor berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(7) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Wertpapierrechts oder die Festlegung eines Nachfolgebasiswerts, aus welchen Gründen auch immer, nicht möglich, wird die Berechnungsstelle bzw. die Emittentin oder ein von der Berechnungsstelle oder der Emittentin bestellter Sachverständiger, vorbehaltlich einer Kündigung der Wertpapiere nach § 10 der Emissionsbezogenen Bedingungen, für

and publication of the Underlying is continued based on the previous index concept and on the last determined index value. Any such continuation will be announced in accordance with Section 6 (Notices) of the General Conditions.

- (8) An "**Adjustment of the Securities Right**" as described in the foregoing includes in particular an adjustment [of the Strike] [or] [of the Multiplier] [or] [of the Barrier] [or] [the Stop-Loss Barrier] [or] [of the Cap] [or] [of the Reverse Level] [or] [of the Bonus Level].

die Weiterrechnung und Veröffentlichung des Basiswerts auf der Grundlage des bisherigen Indexkonzepts und des letzten festgestellten Indexwerts Sorge tragen. Eine derartige Fortführung wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (8) Eine "**Anpassung des Wertpapierrechts**" im Sinne der vorgenannten Absätze umfasst insbesondere eine Anpassung [des Basispreises] [bzw.] [des Bezugsverhältnisses] [bzw.] [der Barriere] [bzw.] [der Stop-Loss Barriere] [bzw.] [dem Cap] [bzw.] [dem Reverselevel] [bzw.] [dem Bonuslevel].

#### Section 10 Extraordinary Termination

- (1) If, in the reasonable discretion of the Calculation Agent, an adjustment of the Securities Right or the determination of a Successor Underlying or of a Successor Index Sponsor is not possible for any reasons whatsoever, or if an Additional Disruption Event (paragraph (4)) has occurred, the Issuer has the right to terminate the Securities extraordinarily by means of an announcement in accordance with Section 6 (Notices) of the General Conditions. Any such announcement shall set out the Termination Amount (as defined below). Any such termination as aforesaid becomes effective on the day of the publication of the relevant announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Such termination must occur within one month from the date on which the event that caused the Securities Right to have to be adjusted or a Successor Underlying or a Successor Index Sponsor to have to be determined in accordance with these Terms and Conditions. In the case of a termination, the Issuer pays to each Security Holder an amount in respect to each Security held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as the fair market price of a Security immediately prior to the occurrence of the event which causes the Securities Right to have to be adjusted or a Successor Underlying or a Successor Index Sponsor having to be determined in accordance with these

#### § 10 Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Wertpapierrechts oder die Festlegung eines Nachfolgewerts bzw. eines Nachfolge-Index Sponsors, aus welchen Gründen auch immer, nicht möglich oder liegt ein Weiteres Störungsereignis (Absatz (4)) vor, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Nachfolgewert bzw. ein Nachfolge-Index Sponsor festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Nachfolgewert bzw. ein Nachfolge-Index Sponsor festgelegt werden muss, [unter

Terms and Conditions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

(2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in [Section 6 (2)] [Section 4 (3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.

(3) All taxes, fees, or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.

(4) An "**Additional Disruption Event**" exists if

(a) the Calculation Agent determines that (i) due to the adoption or amendment of applicable laws or directives (including tax laws) after the Issue Date, or (ii) due to the promulgation or change of the interpretation of applicable laws or directives after the Issue Date by the competent courts, arbitration panels, or regulatory agencies (including measures by tax authorities), (x) it has become or will become illegal or impracticable for it to hold, acquire, or dispose of the components of the Underlying, or (y) it has incurred or will incur significantly higher direct or indirect costs during the fulfilment of its obligations under the Securities or related hedging

Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

(2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)][§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

(3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

(4) Ein "**Weiteres Störungsereignis**" liegt vor, wenn

(a) die Berechnungsstelle feststellt, dass (i) aufgrund der am oder nach dem Emissionstag erfolgten Verabschiedung oder Änderung von anwendbaren Gesetzen oder Verordnungen (einschließlich von Steuergesetzen), oder (ii) aufgrund der am oder nach dem Emissionstag erfolgten Verkündung oder der Änderung der Auslegung von anwendbaren Gesetzen oder Verordnungen durch die zuständigen Gerichte, Schiedsstellen oder Aufsichtsbehörden (einschließlich Maßnahmen von Steuerbehörden), (x) es für sie rechtswidrig oder undurchführbar geworden ist oder werden wird, die Bestandteile des Basiswerts zu halten, zu erwerben oder zu

measures (for example, due to an increased tax liability, lower tax benefits, or other negative effects on the tax situation of the Issuer); or

(b) the Calculation Agent determines that it is unable, even after making economically reasonable efforts, (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) to realize or forward the proceeds of these transactions; or

(c) the Calculation Agent determines that it has incurred or will incur significantly higher taxes, dues, expenses, or fees (however, no brokerage fees), in order to (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) to realize or forward the proceeds of these transactions, and such expenses may also include increased borrowing costs resulting from the illiquidity of an Underlying, which had previously been sold short.]

veräußern oder (y) ihr wesentlich höhere direkte oder indirekte Kosten bei der Erfüllung ihrer Verpflichtungen aus den Wertpapieren bzw. verbundener Absicherungsmaßnahmen (beispielsweise aufgrund einer erhöhten Steuerpflicht, geringerer Steuervorteile oder anderer negativer Auswirkungen auf die Steuersituation der Emittentin) entstanden sind oder entstehen werden; oder

(b) die Berechnungsstelle feststellt, dass sie auch nach Aufwendung zumutbarer wirtschaftlicher Bemühungen nicht in der Lage ist, (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die sie als notwendig erachtet, um ihr Risiko aus der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern, oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten; oder

(c) die Berechnungsstelle feststellt, dass ihr wesentlich höhere Steuern, Abgaben, Aufwendungen oder Gebühren (jedoch keine Vermittlungsgebühren) entstanden sind oder entstehen werden, um (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die die Emittentin für notwendig erachtet, um ihr Risiko der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten, wobei solche Aufwendungen auch erhöhte Leihgebühren sein können, die sich aus der Angebotsknappheit eines Basiswerts, der zuvor leer verkauft worden ist, ergeben.]



[in the case of an Exchange Traded Fund (ETF) as underlying, insert:

Section 8  
Market Disruptions

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][eight (8)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][eighth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(2) **"Market Disruption Event"** means

(a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time:

(A) of any suspension of or limitation imposed on trading by the relevant Reference Market or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Reference Market or Related Exchange or otherwise:

(i) relating to the relevant ETF Share on such Reference Market; or

(ii) in futures or options contracts relating to such ETF Shares or the relevant Underlying Index on any relevant Related Exchange, or

[im Fall eines Exchange Traded Fund (ETF) als Basiswert einfügen:

§ 8  
Marktstörungen

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][acht (8)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][achten][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) **"Marktstörungsereignis"** bedeutet

(a) den Eintritt oder das Bestehen zu irgendeinem Zeitpunkt während des einstündigen Zeitraums, der zu dem maßgeblichen Bewertungszeitpunkt endet:

(A) einer durch den maßgeblichen Referenzmarkt oder die maßgebliche Verbundene Börse oder anderweitig bestimmten Aussetzung oder Einschränkung des Handels, sei es aufgrund von Preisschwankungen über die von dem jeweiligen Referenzmarkt oder der jeweiligen Verbundenen Börse zugelassenen Grenzen hinaus oder aus sonstigen Gründen:

(i) in Bezug auf den betreffenden ETF-Anteil an diesem Referenzmarkt; oder

(ii) mit Termin- oder Optionskontrakten hinsichtlich dieser ETF-Anteile oder des betreffenden Zugrundeliegenden Index an einer maßgeblichen Verbundenen Börse, oder

(B) of any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to (i) effect transactions in, or obtain market values for, the ETF Shares on the Reference Market, (ii) effect transactions in, or obtain market values for securities that comprise 20 per cent. or more of the level of the relevant Underlying Index, or (iii) effect transactions in, or obtain market values for, futures or options contracts relating to such ETF Shares or the relevant Underlying Index on any relevant Related Exchange; or

(b) the closure on any Calculation Date of any relevant Reference Market(s) or any Related Exchange(s) prior to its scheduled weekday closing time unless such earlier closing time is announced by such Reference Market(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Reference Market(s) or such Related Exchange on such Calculation Date or, if earlier, (B) the submission deadline for orders to be entered into such Reference Market or Related Exchange system for execution at the scheduled weekday closing time on such Calculation Date; or

(c) the failure to publish or suspension of publication of the net asset value of each ETF Share by the management company of the ETF, or any other entity who has been delegated the responsibility to

(B) eines Ereignisses (außer einem in (b) nachfolgend beschriebenen Ereignis), das (nach Feststellung durch die Berechnungsstelle) die Fähigkeit der Marktteilnehmer grundsätzlich dahingehend stört oder beeinträchtigt, (i) in Bezug auf die ETF-Anteile an dem Referenzmarkt Transaktionen vorzunehmen bzw. Marktkurse einzuholen oder (ii) an einer maßgeblichen Verbundenen Börse Transaktionen vorzunehmen bzw. Marktkurse für Wertpapiere einzuholen, die 20 oder mehr Prozent des Stands des betreffenden Zugrundeliegenden Index ausmachen oder (iii) an einer maßgeblichen Verbundenen Börse Transaktionen vorzunehmen bzw. Marktkurse einzuholen hinsichtlich Termin- oder Optionskontrakten, die sich auf diese ETF-Anteile oder den betreffenden Zugrundeliegenden Index beziehen; oder

(b) die Schließung einem (von) maßgeblichen Referenzmarkt/Referenzmärkten oder einer (von) maßgeblichen Verbundenen Börsen(n) an einem Berechnungstag vor ihrem üblichen, werktäglichen Handelsschluss, es sei denn, ein solcher früherer Handelsschluss wird von diesem(n) Referenzmarkt/Referenzmärkten bzw. dieser(n) Verbundenen Börse(n) spätestens eine Stunde vor dem folgenden Zeitpunkt angekündigt: (A) dem tatsächlichen Handelsschluss für die übliche Handelszeit an dem (den) Referenzmarkt/Referenzmärkten bzw. der (den) Verbundenen Börse(n) am betreffenden Berechnungstag oder, falls früher, (B) dem letztmöglichen Zeitpunkt für die Abgabe von Orders im System des Referenzmarkts oder der Verbundenen Börse, die zum üblichen, werktäglichen Handelsschluss am betreffenden Berechnungstag ausgeführt werden sollen; oder

(c) die Nichtveröffentlichung oder Aussetzung der Veröffentlichung des Nettovermögenswertes jedes ETF-Anteils durch die Verwaltungsgesellschaft des ETFs oder eine andere Stelle, an die die Verantwortung für die

publish the net asset value of each ETF Share, and such failure to publish or non-publication will, in the determination of the Calculation Agent, in its reasonable discretion, have a material effect on the Certificates.

For the purpose of determining whether a Market Disruption Event exists in respect of an ETF at any time, if an event giving rise to a Market Disruption Event occurs in respect of a security included in the relevant Underlying Index at that time, then the relevant percentage contribution of that security, to the level of the relevant Underlying Index shall be based on a comparison of (i) the portion of the level of the relevant Underlying Index attributable to that security, and (ii) the overall level of the relevant Underlying Index immediately before the occurrence of such Market Disruption Event.

Veröffentlichung des Nettovermögenswerts jedes ETF-Anteils übertragen wurde, und diese Nichtveröffentlichung bzw. ausgesetzte Veröffentlichung wird sich nach billigem Ermessen der Berechnungsstelle wesentlich auf die Zertifikate auswirken.

Zur Feststellung, ob zu einem bestimmten Zeitpunkt ein Marktstörungsereignis in Bezug auf einen ETF besteht, gilt: falls hinsichtlich eines im Zugrundeliegenden Index enthaltenen Wertpapiers zu diesem Zeitpunkt ein Marktstörungsereignis eintritt, so basiert der betreffende prozentuale Anteil dieses Wertpapiers am Stand des betreffenden Zugrundeliegenden Index auf einem Vergleich zwischen (i) dem auf dieses Wertpapier entfallenden Anteil des Standes des betreffenden Zugrundeliegenden Index und (ii) dem Gesamtstand des betreffenden Zugrundeliegenden Index, jeweils unmittelbar vor Eintritt dieses Marktstörungsereignisses.

#### Section 9

##### Underlying; Underlying Price; Successor Underlying; Adjustments

- (1) The "**Underlying**" corresponds to a share in the ETF (the "**ETF Share**") specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions. The "**ETF**" corresponds to the exchange traded fund (ETF) specified in Table 2 in the Annex to the Issue Specific Conditions. "**Underlying Index**" means, in respect of an ETF Share that is a share of an ETF, the index underlying such ETF, as determined by the Calculation Agent.
- (2) The "**Underlying Price**" corresponds to [the net asset value][*insert other relevant Underlying Price: ●*] of the Underlying expressed in the Reference Currency, as calculated and published on Calculation Dates by the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**"). "**Related Exchange**" means, in relation to an ETF Share, each exchange or principal trading market where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such ETF Shares or, in any such

#### § 9

##### Basiswert; Kursreferenz; Nachfolgebasiswert; Anpassungen

- (1) Der "**Basiswert**" entspricht einem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Anteil an dem ETF (der "**ETF-Anteil**"). Der "**ETF**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen börsengehandelten Fond (Exchange Traded Fund – ETF). "**Zugrundeliegender Index**" bedeutet in Bezug auf einen ETF-Anteil, bei dem es sich um einen Anteil eines ETFs handelt, den diesem ETF zugrundeliegenden Index, wie von der Berechnungsstelle festgelegt.
- (2) Die "**Kursreferenz**" entspricht [dem Nettovermögenswert][*andere Kursreferenz einfügen: ●*] des Basiswerts, ausgedrückt in der Referenzwährung, wie er an Berechnungstagen von dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") berechnet und veröffentlicht wird. "**Verbundene Börse**" bezeichnet, in Bezug auf einen ETF-Anteil jede Börse oder jeden Haupthandelsmarkt, an dem der Handel eine wesentliche Auswirkung (wie von der Berechnungsstelle festgestellt) auf den Gesamtmarkt für diese ETF-Anteile hat

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 ETF Share on such temporary substitute exchange or quotation system as on the original Related Exchange). [The "**Observation Price**" of the Underlying corresponds to [the prices continuously calculated and published for the Underlying by the Reference Market on Calculation Dates [during the Calculation Hours]]*[insert other relevant Observation Price: •]* expressed in the Reference Currency.] The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are dates on which the Underlying is usually calculated and published by the Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, [during which the Underlying is calculated and published by the Reference Market][during which the Reference Market usually determines prices for the Underlying].] "**Valuation Time**" means the scheduled closing time on the relevant Reference Market on the relevant Calculation Date in relation to each ETF Share to be valued. If the relevant Reference Market 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.

(3) Following a Potential Adjustment Event, the Calculation Agent will, in its reasonable discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant ETF Shares and, if so, will (a) make the corresponding adjustment(s), if any, to any one or more of the terms of the Certificates as the Calculation Agent determines appropriate to account for that diluting or concentrative

oder, in jedem dieser Fälle, eine jede übernehmende Börse oder Nachfolgebörse der betreffenden Börse bzw. ein übernehmendes Notierungssystem oder Nachfolge-Notierungssystem des betreffenden Notierungssystems (sofern die Berechnungsstelle festgestellt hat, dass die Liquidität hinsichtlich der dieses ETF-Anteils zugrunde liegenden Termin- oder Optionskontrakte an dieser vorübergehenden Ersatz-Börse oder diesem vorübergehenden Ersatz-Notierungssystem mit der Liquidität an der ursprünglichen Verbundenen Börse vergleichbar ist). [Der "**Beobachtungskurs**" des Basiswerts entspricht [den von dem Referenzmarkt an Berechnungstagen [während den Berechnungsstunden] für den Basiswert fortlaufend berechneten und veröffentlichten Kursen]*[anderen Beobachtungskurs einfügen: •]*, ausgedrückt in der Referenzwährung.] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. "**Berechnungstage**" sind Tage, an denen der Basiswert an dem Referenzmarkt üblicherweise berechnet und veröffentlicht wird. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, [an denen der Basiswert von dem Referenzmarkt berechnet und veröffentlicht wird] [in denen der Referenzmarkt üblicherweise Kurse für den Basiswert feststellt].] "**Bewertungszeitpunkt**" bezeichnet den vorgesehenen Börsenschluss an dem betreffenden Referenzmarkt am jeweiligen Berechnungstag in Bezug auf jeden zu bewertenden ETF-Anteil. Schließt der betreffende Referenzmarkt vor ihrem vorgesehenen Börsenschluss und liegt der festgelegte Bewertungszeitpunkt nach dem tatsächlichen Handelsschluss im Rahmen ihrer üblichen Handelszeit, so ist der Bewertungszeitpunkt dieser tatsächliche Handelsschluss.

(3) Nach einem Potenziellen Anpassungsereignis, wird die Berechnungsstelle nach billigem Ermessen entscheiden, ob dieses Potenzielle Anpassungsereignis eine verwässernde oder werterhöhende Wirkung auf den theoretischen Wert der betreffenden ETF-Anteile hat und, falls dies der Fall ist, (a) ggf. eine oder mehrere Bestimmungen der Zertifikate entsprechend anpassen, soweit die Berechnungsstelle die Anpassung(en) für angemessen hält, um dieser

effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant ETF Share) and (b) determine the effective date(s) of that adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant ETF Shares traded on such options exchange.

Upon the making of any such adjustment, the Calculation Agent shall as soon as is reasonably practicable under the circumstances give notice to Security Holders in accordance with Section 6 (Notices) of the General Conditions stating the adjustment made and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

**"Potential Adjustment Event"** means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant ETF Shares (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such ETF Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant ETF Shares of (A) such ETF Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or

verwässernden oder werterhöhenden Wirkung Rechnung zu tragen (vorausgesetzt, dass die Anpassungen nicht allein aus dem Grund erfolgen, um Änderungen der Volatilität, der erwarteten Dividenden, des Aktienleihezinssatzes oder der relativen Liquidität des betreffenden ETF-Anteils Rechnung zu tragen) und (b) den bzw. die Wirksamkeitstag(e) für diese Anpassung(en) festlegen. Die Berechnungsstelle kann, ist jedoch nicht dazu verpflichtet, die angemessene(n) Anpassung(en) durch Bezugnahme auf die Anpassung(en) vornehmen, die von einer Optionsbörse im Hinblick auf Optionen der an dieser Optionsbörse gehandelten ETF-Anteile in Bezug auf das Potenzielle Anpassungsereignis vorgenommen wurde(n).

Nach der Vornahme einer solchen Anpassung benachrichtigt die Berechnungsstelle die Wertpapierinhaber gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen so schnell wie möglich unter Angabe der erfolgten Anpassung und einer kurzen Beschreibung des Potenziellen Anpassungsereignisses, wobei eine nicht erfolgte oder nicht erhaltene Benachrichtigung keine Auswirkung auf die Wirksamkeit einer solchen Anpassung haben wird.

**"Potenzielles Anpassungsereignis"** bezeichnet jedes der folgenden Ereignisse:

- (i) eine Unterteilung, Zusammenlegung oder Gattungsänderung der betreffenden ETF-Anteile (sofern dies nicht zu einem Fusionsereignis oder Übernahmeangebot führt) oder die unentgeltliche Ausschüttung oder Dividende von ETF-Anteilen an bestehende Inhaber durch Gratisanteile, Kapitalerhöhung oder ähnliche Maßnahmen;
- (ii) eine Ausschüttung, Ausgabe oder Dividende an bestehende Inhaber der betreffenden ETF-Anteile in Form von (A) solchen ETF-Anteilen oder (B) sonstigen Beteiligungsrechten oder Wertpapieren, die zur Ausschüttung einer Dividende und/oder anteiligen Ausschüttung einer Dividende und/oder anteiligen Ausschüttung des Liquidationserlöses im Hinblick auf den ETF entsprechend oder anteilsmäßig zu den entsprechenden Zahlungen an Inhaber dieser ETF-Anteile berechtigen, oder (C) Beteiligungsrechten oder sonstigen Wertpapieren eines anderen

other assets in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (iii) an extraordinary dividend as determined by the Calculation Agent;
  - (iv) a repurchase by the ETF of relevant ETF Shares, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of ETF Shares initiated by an investor in such ETF Shares that is consistent with the documentation of the ETF; or
  - (v) in respect of an ETF, an event that results in any shareholder rights being distributed or becoming separated from ETF Shares of common stock or other shares of the capital stock of the ETF 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
  - (vi) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant ETF Shares.
- (4) If a NAV Publication Suspension, Underlying Index Modification, Delisting, Underlying Index Cancellation, Merger Event, Insolvency, Nationalisation, Tender Offer or Material Underlying

Emittenten, die der ETF (direkt oder indirekt) infolge einer Spaltung oder einer ähnlichen Transaktion erworben hat oder die sich infolge dessen in dessen Besitz befinden, oder (D) sonstigen Wertpapieren, Options- oder anderen Rechten oder Vermögenswerten, die jeweils für eine unter dem vorherrschenden Marktpreis, der von der Berechnungsstelle festgelegt wird, liegende Gegenleistung (in Barmitteln oder Sachwerten) ausgeschüttet werden;

- (iii) eine außerordentliche Dividende, wie von der Berechnungsstelle festgelegt;
- (iv) einen Rückkauf von betreffenden ETF-Anteilen durch den ETF, unabhängig davon, ob der Rückkauf aus Gewinnen oder Kapital erfolgt und ob der Kaufpreis in Form von Barmitteln, Wertpapieren oder auf sonstige Weise entrichtet wird, mit Ausnahme eines Rückkaufs von ETF-Anteilen, der durch einen Anleger in diese ETF-Anteile veranlasst wurde und in Einklang mit der Dokumentation des ETF steht; oder;
- (v) in Bezug auf einen ETF ein Ereignis, das dazu führt, dass Beteiligungsrechte gemäß einem Beteiligungsrechteplan ausgegeben werden oder von ETF-Anteilen von Stammaktien oder anderen Anteilen des ETF abgetrennt werden oder einer ähnlichen Maßnahme zur Abwehr von feindlichen Übernahmen, der bzw. die für den Eintritt bestimmter Ereignisse die Ausgabe von Vorzugsaktien, Optionsrechten, Anleihen oder Bezugsrechten zu einem unter ihrem von der Berechnungsstelle festgestellten Marktwert liegenden Preis vorsieht, wobei eine infolge eines solchen Ereignisses getroffene Anpassung bei einer Einlösung solcher Rechte erneut anzupassen ist; oder
- (vi) ein anderes Ereignis, welches eine verwässernde oder werterhöhende Auswirkung auf den theoretischen Wert der betreffenden ETF-Anteile haben kann.

(4) Wenn in Bezug auf einen ETF-Anteil eines ETFs (der "**Betroffene ETF**") eine Aussetzung der Veröffentlichung des Nettovermögenswerts, eine Änderung des Zugrundeliegenden Index, ein Delisting,

Event occurs in relation to any ETF Share of an ETF (the "**Affected ETF**"), the Issuer in its reasonable discretion may take the action described in (i), (ii), (iii) or (iv) below in the following order:

- (i) require the Calculation Agent, in its reasonable discretion, to determine the appropriate adjustment(s), if any, to be made to any one or more of the terms of the Certificates to account for the Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event, as the case may be, and determine the effective date(s) of that adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of the Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event made by any options exchange to options on the relevant ETF Share traded on that options exchange;
- (ii) following such adjustment, if any, to the settlement terms of options on the ETF 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 a corresponding adjustment to any one or more of the terms of the Certificates, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment

eine Einstellung des Zugrundeliegenden Index, ein Fusionsereignis, eine Insolvenz, eine Verstaatlichung, ein Übernahmeangebot oder ein Wesentliches Zugrundeliegendes Ereignis eintritt, kann die Emittentin nach billigem Ermessen die unter (i), (ii), (iii) oder (iv) nachfolgend beschriebenen Maßnahmen in der folgenden Reihenfolge ergreifen:

- (i) die Berechnungsstelle auffordern, nach billigem Ermessen die ggf. angemessene(n) Anpassung(en) festzulegen, die für eine oder mehrere Bestimmung(en) der Zertifikate zu erfolgen ha(t)(ben), um dem Delisting, dem Fusionsereignis, dem Übernahmeangebot, der Verstaatlichung, der Insolvenz, der Aussetzung der Veröffentlichung des Nettovermögenswerts, der Einstellung des Zugrundeliegenden Index, der Änderung des Zugrundeliegenden Index oder dem Wesentlichen Zugrundeliegenden Ereignis Rechnung zu tragen, und den bzw. die Wirksamkeitstag(e) dieser Anpassung(en) zu bestimmen. Die Berechnungsstelle kann (ist jedoch nicht dazu verpflichtet) die angemessene(n) Anpassung(en) durch Bezugnahme auf die Anpassung(en) vornehmen, die von Optionsbörsen im Hinblick auf Optionen der an dieser Optionsbörse gehandelten ETF-Anteile in Bezug auf das Delisting, das Fusionsereignis, das Übernahmeangebot, die Verstaatlichung, die Insolvenz, die Aussetzung der Veröffentlichung des Nettovermögenswerts, die Einstellung des Zugrundeliegenden Index, die Änderung des Zugrundeliegenden Index oder das Wesentliche Zugrundeliegende Ereignis vorgenommen wurde(n).
- (ii) nach einer allfälligen Anpassung der Abwicklungsbestimmungen von Optionen auf die ETF-Anteile, die an den Börsen oder Quotierungssystemen gehandelt werden, die die Emittentin nach billigem Ermessen auswählt (die "**Ausgewählte Börse**"), die Berechnungsstelle zur Vornahme der entsprechenden Anpassung von einer oder mehreren Bestimmungen der Zertifikate veranlassen, wobei diese Anpassung ab dem Tag, den die Berechnungsstelle als Wirksamkeitstag für die von der Ausgewählten Börse vorgenommenen Änderung festgelegt

made by the Selected Exchange;

(iii) if the Calculation Agent determines that no adjustment that it could make under paragraph (i) and (ii) above will produce a reasonable result, the Issuer shall require the Calculation Agent, in its reasonable discretion to select an alternative exchange traded fund (such replacement exchange traded fund being the "**Replacement Fund**" in respect of such Affected ETF).

(a) In order to be selected as Replacement Fund, each relevant exchange traded fund must be an exchange traded fund which, in the reasonable discretion of the Calculation Agent:

(I) is denominated in the same currency as the Affected ETF;

(II) has a similar investment objective as the Affected ETF;

(III) belongs to a similar economic sector as the Affected ETF; and

(IV) to the extent possible issued by a stock corporation being incorporated in the same jurisdiction or geographical area as the issuer of the Affected ETF;

(b) If a Replacement Fund is selected, the fund shares of this Replacement Fund will be substituted for the ETF Shares of the Affected ETF and the Calculation Agent may determine in its reasonable discretion the appropriate date for the substitution of the ETF Shares.

(iv) if the Calculation Agent is unable to, or does not, for any reason, select a Replacement Fund in respect of an Affected ETF in accordance with paragraph (iii) above redeem the Certificates in whole, but not in part, by giving notice to the Security Holders in accordance with Section 6 (Notices) of the General

hat, wirksam wird;

(iii) wenn die Berechnungsstelle feststellt, dass keine der Anpassungen, die sie gemäß vorstehendem Absatz (i) und (ii) vornehmen könnte, zu einem vertretbaren Ergebnis führen würde, fordert die Emittentin die Berechnungsstelle auf, nach billigem Ermessen einen alternativen börsengehandelten Fond auszuwählen (dieser ersetzende börsengehandelte Fond wird als "**Ersatzfonds**" für diesen Betroffenen ETF bezeichnet).

(a) Um als Ersatzfonds ausgewählt zu werden, muss jeder maßgebliche börsengehandelte Fonds ein börsengehandelter Fonds sein, der nach billigem Ermessen der Berechnungsstelle:

(I) auf dieselbe Währung lautet wie der Betroffene ETF;

(II) ähnliche Anlageziele verfolgt wie der Betroffene ETF;

(III) aus einem ähnlichen Wirtschaftsbereich stammt wie der Betroffene ETF; und

(IV) soweit möglich, von einer Aktiengesellschaft ausgegeben sein soll, die in der selben Rechtsordnung oder geographischem Gebiet ihren Sitz hat wie die Emittentin des Betroffenen ETFs;

(b) Wenn ein Ersatzfonds ausgewählt wird, treten die Anteile des Ersatzfonds an die Stelle der ETF-Anteile des Betroffenen ETFs, und die Berechnungsstelle kann nach ihrem billigem Ermessen ein angemessenes Datum für die Ersetzung der ETF-Anteile festlegen.

(iv) falls die Berechnungsstelle für einen ETF aus irgendeinem Grund keinen Ersatzfonds gemäß vorstehendem Absatz (iii) auswählen kann bzw. auswählt, die Zertifikate insgesamt und nicht nur teilweise durch Mitteilung an die Wertpapierinhaber gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen



Conditions. If the Certificates are so redeemed, the Issuer will pay to each Security Holder, in respect of each Certificate held by such Security Holder, an amount equal to the fair market value of a Certificate taking into account the Merger Event, Tender Offer, Delisting, Nationalisation, Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event, 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 Certificates), all as determined by the Calculation Agent in its reasonable discretion. Payments will be made in such manner as shall be notified to Security Holders in accordance with Section 6 (Notices) of the General Conditions.

Upon the occurrence of a Merger Event, Tender Offer, Delisting, Nationalisation, Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event, the Issuer shall give notice as soon as practicable to the Security Holders in accordance with Section 6 (Notices) of the General Conditions stating the occurrence of the Merger Event, Tender Offer, Nationalisation, Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt

zurückzahlen. Wenn die Zertifikate insgesamt zurückgezahlt werden, zahlt die Emittentin jedem Wertpapierinhaber in Bezug auf jedes von ihm gehaltene Zertifikat einen Betrag aus, der dem nach billigen Ermessen durch die Berechnungsstelle bestimmten fairen Marktwert der Zertifikate unter Berücksichtigung des Übernahmeangebots, des Delisting, Fusionsereignisses, der Verstaatlichung, Insolvenz, Aussetzung der Veröffentlichung des Nettovermögenswerts, Einstellung des Zugrundeliegenden Index, Änderung des Zugrundeliegenden Index oder des Wesentlichen Zugrunde Liegenden Ereignisses entspricht, angepasst um die angemessenen Kosten und Aufwendungen der Emittentin und/oder ihrer verbundenen Unternehmen für die Abwicklung von zugrunde liegenden und/oder damit verbundenen Absicherungs- und Finanzierungsvereinbarungen (einschließlich jedoch nicht beschränkt auf Aktienoptionen, Aktienswaps oder andere Wertpapiere egal welcher Art, die die Verbindlichkeiten der Emittentin aus den Zertifikaten absichern). Zahlungen erfolgen auf die den Wertpapierinhabern bekannt gegebene Weise in Übereinstimmung mit § 6 (Bekanntmachungen) der Allgemeinen Bedingungen.

Nach Eintritt eines Fusionsereignisses, eines Übernahmeangebots, eines Delisting, einer Verstaatlichung, einer Insolvenz, einer Aussetzung der Veröffentlichung des Nettovermögenswerts, einer Einstellung des Zugrundeliegenden Index, einer Änderung des Zugrundeliegenden Index oder eines Wesentlichen Zugrundeliegenden Ereignisses benachrichtigt die Emittentin die Wertpapierinhaber gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen so schnell wie möglich über den Eintritt des Fusionsereignisses, des Übernahmeangebots, der Verstaatlichung, der Insolvenz, der Aussetzung der Veröffentlichung des Nettovermögenswerts, der Einstellung des Zugrundeliegenden Index, der Änderung des Zugrundeliegenden Index oder des Wesentlichen Zugrundeliegenden

of, such notice will not affect the validity of any such Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency, NAV Publication Suspension, Underlying Index Cancellation, Underlying Index Modification or Material Underlying Event, as the case may be.

The terms used in this paragraph have the following meanings:

**"Delisting"** means that the Reference Market announces that pursuant to the rules of such Reference Market, such ETF Share ceases (or will cease) to be listed, traded or publicly quoted on such Reference Market 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 Reference Market (or, where the Reference Market is within the European Union, in a member state of the European Union).

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

**"Material Underlying Event"** means any of the following:

- (i) the investment objectives and/or policies in respect of the ETF are materially changed;
- (ii) an illegality occurs or a relevant authorisation or licence is revoked in respect of the ETF and/or the ETF is required by a competent authority (other than any holder of the ETF Shares) to redeem any

Ereignisses unter Angabe von näheren Informationen darüber und der diesbezüglich zu ergreifenden Maßnahme, wobei eine nicht erfolgte oder nicht erhaltene Benachrichtigung keine Auswirkung auf die Wirksamkeit eines Fusionsereignisses, eines Übernahmeangebots, eines Delistings, einer Verstaatlichung oder Insolvenz, einer Aussetzung der Veröffentlichung des Nettovermögenswerts, einer Einstellung des Zugrundeliegenden Index, einer Änderung des Zugrundeliegenden Index oder eines Wesentlichen Zugrundeliegenden Ereignisses nicht haben wird.

Die in diesem Absatz verwendeten Begrifflichkeiten haben die folgende Bedeutung:

**"Delisting"** bedeutet, dass der Referenzmarkt bekannt gibt, dass gemäß den Regeln dieses Referenzmarkts die Zulassung, der Handel bzw. die öffentliche Notierung des ETF-Anteils an diesem Referenzmarkt, gleich aus welchem Grund (außer einem Fusionsereignis oder einem Übernahmeangebot) eingestellt ist (oder eingestellt wird) und nicht mehr unmittelbar wieder an einem Referenzmarkt oder einem Handelssystem in demselben Land, in dem sich der Referenzmarkt befindet (oder, sofern der betreffende Referenzmarkt sich innerhalb der Europäischen Union befindet, in einem Mitgliedstaat der Europäischen Union) aufgenommen wird.

**"Insolvenz"** bezeichnet den Umstand, dass aufgrund eines freiwilligen oder unfreiwilligen Liquidations-, Konkurs-, Insolvenz-, Auflösungs- oder Abwicklungsverfahrens oder eines vergleichbaren Verfahrens, das einen ETF betrifft, (A) sämtliche ETF-Anteile dieses ETFs auf einen Treuhänder, Liquidator oder vergleichbaren Amtsträger übertragen werden müssen, oder (B) es den Inhabern der ETF-Anteile dieses ETFs von Gesetzes wegen verboten ist, diese zu übertragen.

**"Wesentliches Zugrundeliegendes Ereignis"** bezeichnet eines der folgenden Ereignisse:

- (i) die Anlageziele und/oder Anlagegrundsätze in Bezug auf den ETF werden wesentlich geändert;
- (ii) eine Rechtswidrigkeit tritt ein oder eine maßgebliche Befugnis oder Lizenz in Bezug auf einen ETF wird widerrufen und/oder der ETF wird von einer zuständigen Behörde (mit Ausnahme eines anderen Inhabers der ETF-

ETF Shares;

- (iii) there is a change in any relevant jurisdiction in respect of any payments made by the ETF in respect of any ETF Share as a result of which the amounts paid or to be paid by the Issuer in connection with hedging arrangements relating to the Certificates are materially reduced or otherwise adversely affected; and/or
- (iv) any other event occurs in relation to the ETF and/or the ETF Shares which is materially prejudicial to the Issuer in connection with the issue of the Certificates or any hedging arrangements relating to the Certificates,

as determined by the Calculation Agent.

**"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.

**"Merger Event"** means any (i) reclassification or change of such ETF Shares that results in a transfer of or an irrevocable commitment to transfer all of such ETF Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in any such reclassification or change of all such ETF Shares outstanding) or (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 ETF Shares of the relevant ETF that results in a transfer of or an irrevocable commitment to transfer all such ETF Shares (other than such ETF Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF with or into another entity in which the ETF is the continuing entity and which does not

Anteile) dazu verpflichtet, ETF-Anteile zurückzunehmen;

- (iii) das Vorliegen einer Änderung in einer betreffenden Jurisdiktion in Bezug auf Zahlungen, die von dem ETF im Hinblick auf einen ETF-Anteil erfolgen, infolge dessen die von der Emittentin in Zusammenhang mit den Absicherungsvereinbarungen in Bezug auf die Zertifikate gezahlten oder zu zahlenden Beträge wesentlich reduziert oder anderweitig nachteilig beeinflusst werden; und/oder
- (iv) es tritt ein sonstiges Ereignis in Bezug auf den ETF und/oder die ETF-Anteile ein, das wesentlich nachteilig für die Emittentin in Zusammenhang mit der Ausgabe der Zertifikate oder anderen Absicherungsvereinbarungen in Bezug auf die Zertifikate ist,

wie von der Berechnungsstelle festgelegt.

**"Fusionstag"** bezeichnet den Stichtag eines Fusionsereignisses oder, wenn nach den jeweiligen für ein solches Fusionsereignis geltenden Gesetzen kein Stichtag bestimmt werden kann, einen anderen von der Berechnungsstelle festgelegten Tag.

**"Fusionsereignis"** bezeichnet (i) eine Gattungsänderung oder Änderung dieser ETF-Anteile, die zu einer Übertragung oder einer unwiderruflichen Verpflichtung zur Übertragung aller ausstehenden ETF-Anteile an ein anderes Unternehmen oder eine andere Person führt, (ii) eine Konsolidierung, Verschmelzung, Fusion oder verbindlichen Anteilstausch des betreffenden ETFs mit einem/r anderen Unternehmen oder Person oder in ein/e andere/s Unternehmen oder Person (mit Ausnahme einer Konsolidierung, Verschmelzung, Fusion, oder eines verbindlichen Anteilstauschs, bei der/dem der ETF das fortbestehende Unternehmen ist und die nicht zu einer Gattungsänderung oder sonstigen Änderung aller ausstehenden ETF-Anteile führt) oder (iii) ein Übernahmeangebot, Tauschangebot, eine Aufforderung zur Abgabe eines Angebots, ein Vorschlag oder eine sonstige Maßnahme durch ein Unternehmen oder eine Person mit dem Ziel, 100 Prozent der ausstehenden ETF-Anteile des betreffenden ETFs zu erwerben oder auf sonstige Weise zu erhalten, was zu einer Übertragung oder unwiderruflichen Verpflichtung zur Übertragung aller ETF-Anteile (außer ETF-Anteile im Eigentum oder unter Kontrolle

result in a reclassification or change of all such ETF Shares outstanding but results in the outstanding ETF Shares (other than ETF Shares owned or controlled by such other entity) immediately prior to such event to collectively represent less than 50 per cent. of the outstanding ETF Shares immediately following such event (a "**Reverse Merger**"), in each case if the Merger Date is on or before the relevant Calculation Date.

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

**"NAV Publication Suspension (ETF)"** means that, in the determination of the Calculation Agent, the management company of the ETF, or any other entity who has been delegated the responsibility to publish the net asset value of each ETF Share, has failed to or will fail to, or has not published or will not publish, the net asset value of each ETF Share, and such failure to publish or non-publication will, in the determination of the Calculation Agent, in its reasonable discretion, have a material effect on the Certificates and will be for more than a short period of time and/or will not be of a temporary nature.

**"Successor Index Event (ETF)"** means, the Underlying Index for such ETF (i) is not calculated and announced by the index sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index (a "**Successor Underlying Index**") using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such Underlying Index.

des anderen Unternehmens oder der anderen Person) führt, oder (iv) eine Konsolidierung, Verschmelzung, Fusion oder einen verbindlichen Aktientausch des ETFs mit einem anderen Unternehmen oder in ein anderes Unternehmen, in dem der ETF das fortbestehende Unternehmen ist und die bzw. der nicht zu einer Gattungsänderung oder Änderung aller ausstehenden ETF-Anteile (außer der ETF-Anteile, die sich im Eigentum oder unter der Kontrolle des anderen Unternehmens befinden) führt, die unmittelbar vor diesem Ereignis insgesamt weniger als 50 Prozent der unmittelbar nach diesem Ereignis ausstehenden ETF-Anteile darstellen (ein "**Reverse Merger**"), in jedem Fall wenn der Fusionstag auf den oder vor den maßgeblichen Berechnungstag fällt.

**"Verstaatlichung"** bedeutet dass alle ETF-Anteile oder alle oder im Wesentlichen alle Vermögenswerte eines ETF verstaatlicht, enteignet oder auf andere Weise an eine staatliche Einrichtung, Behörde, Stelle oder Institution übertragen werden müssen.

**"Aussetzung der Veröffentlichung des Nettovermögenswerts (ETF)"** bedeutet, dass nach Feststellung der Berechnungsstelle die Verwaltungsgesellschaft des ETFs oder eine andere Stelle, an die die Verantwortung für die Veröffentlichung des Nettovermögenswerts jedes ETF-Anteils übertragen wurde, den Nettovermögenswert jedes ETF-Anteils nicht veröffentlicht hat bzw. nicht veröffentlichen wird oder es unterlassen hat bzw. unterlassen wird, den Nettovermögenswert jedes ETF-Anteils zu veröffentlichen, und diese Nichtveröffentlichung bzw. unterlassene Veröffentlichung sich nach billigem Ermessen der Berechnungsstelle wesentlich auf die Zertifikate auswirken wird und nicht nur von kurzer Dauer und/oder nicht vorübergehender Natur ist.

**"Nachfolge-Index-Ereignis (ETF)"** bedeutet, dass der Zugrundeliegende Index für diesen ETF (i) nicht von dem Indexsponsor berechnet und veröffentlicht wird, sondern von einem für die Berechnungsstelle akzeptablen Nachfolgesponsor berechnet und veröffentlicht wird, oder (ii) durch einen Nachfolgeindex (der "**Zugrundeliegende Nachfolge-Index**") ersetzt wird, für dessen Berechnung nach Feststellung der Berechnungsstelle dieselbe oder eine im Wesentlichen vergleichbare Formel und

**"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 the relevant ETF, 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.

**"Underlying Index Cancellation (ETF)"** means, that the Underlying Index is permanently cancelled and no Successor Underlying Index (as defined in the definition of "Successor Index Event (ETF)" above) exists as at the date of such cancellation, as determined by the Calculation Agent.

**"Underlying Index Modification (ETF)"** means, that the relevant Underlying Index sponsor making or announcing that it will make a material change in the formula for, or the method of, calculating the relevant Underlying Index, or in any other way materially modifies such Underlying Index, (other than a modification prescribed in that formula or method to maintain that Underlying Index in the event of changes in the components, capitalization and/or other routine events), as determined by the Calculation Agent.

- (5) If any Additional Disruption Event occurs, the Issuer, in its reasonable discretion, may:
- (i) require the Calculation Agent to determine, in its reasonable discretion, the appropriate adjustment, if any, to be made to any of the terms of the Certificates to account for the Additional Disruption Event and determine the effective date of that adjustment; or
  - (ii) if the Calculation Agent determines that no adjustment that it could make under paragraph (i) above

Methode verwendet wird wie für die Berechnung des Zugrundeliegenden Index.

**"Übernahmeangebot"** bezeichnet ein Übernahmeangebot, Tauschangebot, eine Aufforderung zur Abgabe eines Angebots, Vorschlag oder eine sonstige Maßnahme durch ein Unternehmen oder eine Person mit dem Ziel, dass dieses Unternehmen oder diese Person durch Kauf oder auf andere Weise, oder durch das Recht auf den Erhalt von, durch Umwandlung oder auf andere Weise mindestens 10 Prozent und höchstens 100 Prozent der ausstehenden stimmberechtigten Anteile des betreffenden ETF erwirbt, soweit dies von der Berechnungsstelle auf Grundlage von Mitteilungen an staatliche Stellen oder Selbstregulierungsorgane oder von anderen Informationen, die die Berechnungsstelle für wichtig erachtet, festgestellt wird.

**"Einstellung des Zugrundeliegenden Index (ETF)"** bedeutet, dass nach Feststellung der Berechnungsstelle der Zugrundeliegende Index endgültig eingestellt wird und zum Tag dieser Einstellung kein Zugrundeliegender Nachfolge-Index (wie vorstehend in der Definition von "Nachfolge-Index-Ereignis (ETF)" definiert) existiert.

**"Änderung des Zugrundeliegenden Index (ETF)"** bedeutet, dass, nach Feststellung der Berechnungsstelle, der Sponsor des Zugrundeliegenden Index eine wesentliche Änderung der Formel oder der Methode zur Berechnung des betreffenden Zugrundeliegenden Index vornimmt oder bekannt gibt oder in sonstiger Weise diesen Zugrundeliegenden Index wesentlich ändert (mit Ausnahme einer in der Formel oder Methode vorgeschriebenen Änderung zur Aufrechterhaltung des Zugrundeliegenden Index bei Veränderungen der Komponenten, der Kapitalisierung und sonstigen üblichen regelmäßigen Ereignissen).

- (5) Bei Eintritt eines Zusätzlichen Störungsereignisses kann die Emittentin nach billigem Ermessen:
- (i) die Berechnungsstelle auffordern, nach billigem Ermessen die angemessene Anpassung der Zertifikate festzulegen, um dem Zusätzlichen Störungsereignis Rechnung zu tragen, und den Wirksamkeitstag dieser Anpassung zu bestimmen; oder
  - (ii) wenn die Berechnungsstelle feststellt, dass keine der Anpassungen, die sie gemäß vorstehendem Absatz (i)

will produce a reasonable result require the Calculation Agent, in its reasonable discretion to select an alternative exchange traded fund (such replacement exchange traded fund being the "**Replacement Fund**" in respect of such Affected ETF).

(a) In order to be selected as Replacement Fund, each relevant exchange traded fund must be an exchange traded fund which, in the reasonable discretion of the Calculation Agent:

(I) is denominated in the same currency as the Affected ETF;

(II) has a similar investment objective as the Affected ETF;

(III) belongs to a similar economic sector as the Affected ETF; and

(IV) to the extent possible issued by a stock corporation being incorporated in the same jurisdiction or geographical area as the issuer of the Affected ETF;

(b) If a Replacement Fund is selected, the fund shares of this Replacement Fund will be substituted for the ETF Shares of the Affected ETF and the Calculation Agent may determine in its reasonable discretion the appropriate date for the substitution of the ETF Shares.

Upon the occurrence of an applicable Additional Disruption Event, the Issuer shall give notice, as soon as practicable, to the Security Holders in accordance with Section 6 (Notices) 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 the Additional Disruption Event

"**Additional Disruption Event**" means

vornehmen könnte, zu einem vertretbaren Ergebnis führen würde, die Berechnungsstelle auffordern, nach billigem Ermessen einen alternativen Exchange Traded Fund auszuwählen (dieser als Ersatz dienende Exchange Traded Fund wird als "**Ersatzfonds**" für diesen Betroffenen ETF bezeichnet).

(a) Um als Ersatzfonds ausgewählt zu werden, muss jeder maßgebliche börsengehandelte Fonds ein börsengehandelter Fonds sein, der nach billigem Ermessen der Berechnungsstelle:

(I) auf dieselbe Währung lautet wie der Betroffene ETF;

(II) ähnliche Anlageziele verfolgt wie der Betroffene ETF;

(III) aus einem ähnlichen Wirtschaftsbereich stammt wie der Betroffene ETF; und

(IV) soweit möglich, von einer Aktiengesellschaft ausgegeben sein soll, die in der selben Rechtsordnung oder geographischem Gebiet ihren Sitz hat wie die Emittentin des Betroffenen ETFs;

(b) Wenn ein Ersatzfonds ausgewählt wird, treten die Anteile des Ersatzfonds an die Stelle der ETF-Anteile des Betroffenen ETFs, und die Berechnungsstelle kann nach ihrem billigem Ermessen ein angemessenes Datum für die Ersetzung der ETF-Anteile festlegen.

Nach Eintritt eines anwendbaren Zusätzlichen Störungsereignisses, benachrichtigt die Emittentin die Wertpapierinhaber gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen so schnell wie möglich vom Eintritt des Zusätzlichen Störungsereignisses unter Angabe näherer Informationen und der diesbezüglich zu ergreifenden Maßnahme. Eine nicht erfolgte oder nicht erhaltene Benachrichtigung hat keinerlei Einfluss auf die Wirkung eines Zusätzlichen Störungsereignisses

"**Zusätzliches Störungsereignis**"

each of the following events:

(i) Change in Law

**"Change in Law"** means that, on or after the Initial Reference 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 any ETF Share, or (z) the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Certificates (including, without limitation, due to any increase in tax liability, decrease in tax benefit, or other adverse effect on its tax position).

(ii) Fund Hedging Disruption

**"Fund 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 price risk of the Issuer issuing and performing its obligations with respect to the Certificates, or (ii) realize, recover, or remit the proceeds of any such transaction(s) or asset(s), including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the relevant ETF on any investor's ability to redeem such ETF Share, in whole or in part, or any existing or new

bezeichnet jedes der folgenden Ereignisse:

(i) Gesetzesänderung

**"Gesetzesänderung"** bedeutet dass die Berechnungsstelle am oder nach dem Anfänglichen Referenztag, aufgrund (i) der Verabschiedung oder Änderung von geltenden Gesetzen oder Bestimmungen (einschließlich, jedoch nicht beschränkt auf Steuerrecht), oder (ii) der Bekanntmachung von oder Änderungen in der Auslegung von geltenden Gesetzen oder Vorschriften (einschließlich Maßnahmen, die von Steuerbehörden vorgenommen wurden) durch Gerichte oder Aufsichtsbehörden mit der zuständigen Gerichtsbarkeit, nach billigem Ermessen bestimmt, dass (y) es für die Emittentin und/oder ihre verbundenen Unternehmen rechtswidrig geworden ist, den betreffenden ETF-Anteil zu halten, zu erwerben oder zu veräußern, oder dass (z) der Emittentin und/oder ihren verbundenen Unternehmen durch die Erfüllung ihrer Verpflichtungen aus den Zertifikaten erheblich höhere Kosten entstehen werden (wie unter anderem Kosten aufgrund einer erhöhten Steuerpflicht, geringerer Steuervergünstigungen oder sonstiger negativer Auswirkungen auf ihre steuerliche Lage).

(ii) Fondsabsicherungsstörung

**"Fondsabsicherungsstörung"** bedeutet dass die Emittentin und/oder ihre Verbundenen Unternehmen nach Aufwendung aller wirtschaftlich vernünftigen Bemühungen nicht in der Lage ist/sind, (i) Transaktionen oder Vermögenswerte, die sie zur Absicherung ihres Kursrisikos in Bezug auf den Abschluss oder die Erfüllung ihrer Verpflichtungen aus den Zertifikaten für notwendig hält, einzugehen bzw. zu erwerben, zu begründen, wieder zu begründen, zu ersetzen, aufrechtzuerhalten, abzuwickeln oder zu veräußern, oder (ii) die Erlöse aus diesen Transaktionen oder die Vermögenswerte zu realisieren, wiederzuerlangen oder weiterzuleiten, einschließlich, jedoch nicht beschränkt auf Fälle, in denen dieses Unvermögen oder die Undurchführbarkeit daraus resultieren, dass (A) der

investor's ability to make new or additional investments in such ETF Share, or (B) any mandatory redemption, in whole or in part, of such ETF Share imposed by the relevant ETF (in each case other than any restriction in existence on the issue date of the Certificates).

maßgeblichen ETF Beschränkungen oder Abgaben- bzw. Gebührenerhöhungen auferlegt hat, die die Fähigkeit von Anlegern schmälern, diesen ETF-Anteil ganz oder teilweise zurückzugeben oder die Fähigkeit eines bestehenden oder neuen Anlegers beschränken, neue oder zusätzliche Anlagen in diese ETF-Anteile zu tätigen oder (B) der relevante Sicherungsfonds eine vollständige oder teilweise Pflichtrückzahlung des ETF-Anteils vorgesehen hat (jeweils mit Ausnahme einer zum Zeitpunkt der Begebung der Zertifikate bestehenden Beschränkung).

(iii) Increased Cost of Hedging

**"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 Initial Reference Date) amount of tax, duty, expense, or fee (other than brokerage commissions) 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 Certificates, or (ii) 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.

(iii) Erhöhte Absicherungskosten

**"Erhöhte Absicherungskosten"** bedeuten, dass der Emittentin und/oder ihren verbundenen Unternehmen in Bezug auf (i) das Eingehen bzw. Erwerben, Begründen, Neubegründen, Wiederbegründen, Ersetzen, Aufrechterhalten, Abwickeln oder Veräußern von Transaktionen oder Vermögenswerten, die sie zur Absicherung ihres Aktienkursrisikos oder anderer Kursrisiken in Bezug auf den Abschluss oder die Erfüllung ihrer Verpflichtungen aus den Zertifikaten für notwendig hält, oder (ii) das Realisieren, Wiedererlangen oder Weiterleiten der Erlöse aus diesen Transaktionen oder der Vermögenswerte, erheblich höhere (verglichen mit den am Anfänglichen Referenztag vorliegenden Umständen) Steuern, Abgaben, Ausgaben oder Gebühren (außer Maklergebühren) entstehen würden, wobei in dem Fall, dass diese wesentlich höheren Kosten allein durch die Verschlechterung der Kreditwürdigkeit der Emittentin und/oder ihrer verbundenen Unternehmen entstanden sind, diese nicht als Erhöhte Absicherungskosten gelten.

(6) In the event that any price published on the Reference Market or by the Underlying Index sponsor on any date which is utilised for any calculation or determination in connection with the Certificates is subsequently corrected and the correction is published by the Reference Market or Related Exchange by the earlier of:

(a) one Settlement Cycle (i.e. a

(6) Falls ein an dem Referenzmarkt oder durch den Sponsor des Zugrundeliegenden Index an irgendeinem Tag veröffentlichter Kurs, der für eine Berechnung oder Feststellung im Zusammenhang mit den Zertifikaten verwendet wird, nachträglich berichtigt wird und die Berichtigung von dem Referenzmarkt bis zum früheren der folgenden Zeitpunkte veröffentlicht wird:

(a) einen Abwicklungszeitraum (d.h.



period of business days following a trade in an ETF Share on the Reference Market in which settlement will customarily occur according to the rules of such Reference Market) after the original publication; or

- (b) the second Business Day prior to the next date on which any relevant payment may have to be made by the Issuer,

the Calculation Agent may determine the amount that is payable or make any determination in connection with the Certificates after taking into account such correction, and, to the extent necessary, may adjust any relevant terms of the Certificates to account for such correction.

Upon making any such determination or adjustment, as applicable, to take into account any such correction, the Calculation Agent shall give notice to Holders in accordance with Section 6 (Notices) of the General Conditions stating the determination or adjustment, as applicable, to any amount payable under the Certificates and/or any of the other relevant terms and giving brief details of the determination or adjustment, as applicable, provided that any failure to give such notice shall not affect the validity of such determination or adjustment, as applicable, or any action taken.

- (7) An "**Adjustment of the Securities Right**" as described in the foregoing includes in particular an adjustment [of the Strike] [or] [of the Multiplier] [or] [of the Barrier] [or] [the Stop-Loss Barrier] [or] [of the Cap] [or] [of the Reverse Level] [or] [of the Bonus Level].

Section 10  
Extraordinary Termination

- (1) If, in the reasonable discretion of the Calculation Agent, an adjustment of the Securities Right or the determination of a Replacement Fund is not possible for any reasons whatsoever, the Issuer has the right to terminate the Securities extraordinarily by means of an announcement in accordance with Section 6 (Notices) of the General

einen Zeitraum von Geschäftstagen nach einem Geschäft in dem ETF-Anteil an dem Referenzmarkt, innerhalb dessen gemäß den Vorschriften des Referenzmarkts normalerweise die Abwicklung dieses Geschäfts erfolgt) nach der ursprünglichen Veröffentlichung; oder

- (b) dem zweiten Geschäftstag vor dem nächsten Tag, an dem von der Emittentin eine maßgebliche Zahlung zu leisten ist,

ist die Berechnungsstelle berechtigt, die Ermittlung des zu zahlenden Betrages bzw. die Feststellung im Zusammenhang mit den Zertifikaten unter Berücksichtigung dieser Berichtigung vorzunehmen und, soweit erforderlich, alle maßgeblichen Bedingungen der Zertifikate anzupassen, um diese Berichtigung zu berücksichtigen.

Auf eine solche Feststellung bzw. Anpassung zum Zwecke der Berücksichtigung einer solchen Berichtigung hin benachrichtigt die Berechnungsstelle so bald wie praktikabel die Gläubiger gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen über diese Feststellung bzw. Anpassung eines jeden gemäß den Zertifikaten bzw. einer der anderen maßgeblichen Bedingungen zu zahlenden und liefert eine kurze Beschreibung der Feststellung bzw. Anpassung, wobei jedoch ein Ausbleiben einer solchen Benachrichtigung keine Auswirkung auf die Gültigkeit dieser Feststellung bzw. Anpassung oder einer eingeleiteten Maßnahme hat.

- (7) Eine "**Anpassung des Wertpapierrechts**" im Sinne der vorgenannten Absätze umfasst insbesondere eine Anpassung [des Basispreises] [bzw.] [des Bezugsverhältnisses] [bzw.] [der Barriere] [bzw.] [der Stop-Loss Barriere] [bzw.] [dem Cap] [bzw.] [dem Reverselevel] [bzw.] [dem Bonuslevel].

§ 10  
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Wertpapierrechts oder die Festlegung eines Ersatzfonds, aus welchen Gründen auch immer, nicht möglich, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des

Conditions. Any such announcement shall set out the Termination Amount (as defined below). Any such termination as aforesaid becomes effective on the day of the publication of the relevant announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Such termination must occur within one month from the date on which the event that caused the Securities Right to have to be adjusted or a Replacement Fund to have to be determined in accordance with these Terms and Conditions. In the case of a termination, the Issuer pays to each Security Holder an amount in respect to each Security held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as the fair market price of a Security immediately prior to the occurrence of the event which causes the Securities Right to have to be adjusted or a Replacement Fund having to be determined in accordance with these Terms and Conditions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in [Section 6 (2)] [Section 4 (3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees, or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount

nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzfond festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzfonds festgelegt werden muss, [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)][§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag

any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.]

etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of shares as underlying, insert:

Section 8  
Market Disruptions

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date, on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date, and the Calculation Agent shall determine the relevant Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(2) "**Market Disruption Event**" means the suspension or restriction

- (i) of trading on the Reference Market in general; or
- (ii) of trading in the Underlying on the Reference Market; or
- (iii) of trading in an option or futures contract in respect to the Underlying on a related exchange, on which futures or option contracts in respect to the Underlying are traded (the "**Related Exchange**"),

if such suspension or restriction occurs or exists during the last half hour prior to the usually occurring calculation of the closing price of the Underlying and if it is material for the fulfilment of the obligations under the Securities according to the reasonable discretion of the Calculation Agent. A restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change of the relevant Reference Market that is announced in advance.

[im Fall von Aktien als Basiswert einfügen:

§ 8  
Marktstörungen

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die relevante Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) "**Marktstörungsereignis**" bedeutet die Suspendierung oder Einschränkung

- (i) des Handels an dem Referenzmarkt allgemein; oder
- (ii) des Handels in dem Basiswert an dem Referenzmarkt; oder
- (iii) des Handels in einem Options- oder Terminkontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Termin- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die "**Terminbörse**"),

sofern diese Suspendierung oder Einschränkung in der letzten halben Stunde vor der üblicherweise zu erfolgenden Berechnung des Schlusskurses des Basiswerts eintritt bzw. besteht und nach billigem Ermessen der Berechnungsstelle für die Erfüllung der Verpflichtungen aus den Wertpapieren wesentlich ist. Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung des betreffenden Referenzmarktes beruht.

Section 9

Underlying; Underlying Price; Substitute Share;  
Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the Share specified in Table 2 in the Annex to the Issue Specific Conditions as Underlying of the company specified in Table 2 in the Annex to the Issue Specific Conditions as Underlying (the "**Company**").
- (2) The "**Underlying Price**" corresponds to [[the Official Closing Price][*insert other relevant Underlying Price: ●*] of the Underlying][the Underlying Price specified in Table 2 in the Annex to the Issue Specific Conditions] expressed in the Reference Currency as calculated and published on Calculation Dates [on the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**") [by the Calculation Agent]. [The "**Observation Price**" of the Underlying corresponds to [the prices continuously calculated and published at the Reference Market on Calculation Dates for this Share [during the Calculation Hours]] expressed in the Reference Currency.][*insert other relevant Observation Price: ●*] The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions.

"**Calculation Dates**" are days on which the Underlying is usually traded on the Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, during which the Underlying is usually traded on the Reference Market.]

- (3) If the Company announces a Potential Adjustment Event (paragraph (4)), the Calculation Agent shall ascertain, at its discretion, whether the Potential Adjustment Event has a dilutory or appreciatory impact on the theoretical value of the Share of the Company. If the Calculation Agent reasons that such an impact exists, it shall be entitled to make adjustments as it deems appropriate, exercising its discretion, in order to account for such impact, whereby no

§ 9

Basiswert; Kursreferenz; Ersatzaktie;  
Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Aktie der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Gesellschaft (die "**Gesellschaft**").
- (2) Die "**Kursreferenz**" entspricht [[dem offiziellen Schlusskurs][*andere Kursreferenz einfügen: ●*] des Basiswerts] [der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz], ausgedrückt in der Referenzwährung, wie [er][sie] an Berechnungstagen [an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**")][von der Berechnungsstelle] berechnet und veröffentlicht wird. [Der "**Beobachtungskurs**" des Basiswerts entspricht [den an dem Referenzmarkt an Berechnungstagen [während der Berechnungsstunden] für diese Aktie fortlaufend berechneten und veröffentlichten Kursen] , ausgedrückt in der Referenzwährung.][*anderen Beobachtungskurs einfügen: ●*] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.

"**Berechnungstage**" sind Tage, an denen der Basiswert an dem Referenzmarkt üblicherweise gehandelt wird. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen der Basiswert an dem Referenzmarkt üblicherweise gehandelt wird.]

- (3) Gibt die Gesellschaft einen Potentiellen Anpassungsgrund (Absatz (4)) bekannt, prüft die Berechnungsstelle nach billigem Ermessen, ob der Potentielle Anpassungsgrund einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie der Gesellschaft hat. Kommt die Berechnungsstelle zu dem Ergebnis, dass ein solcher Einfluss vorliegt, ist sie berechtigt, Anpassungen vorzunehmen, die ihr nach billigem Ermessen

adjustment shall be made merely in order to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure followed on an exchange on which the options for the Share are traded as a guideline for the adjustment.

(4) The following circumstances are **"Potential Adjustment Events"**:

(i) a division, combination or type change of the Shares (as far as no merger occurs), an allotment of Shares or the distribution of a dividend in the form of Shares to shareholders by means of a bonus, bonus shares, capital increase from company funds or the like;

(ii) an allotment or a dividend to the Company's shareholders in the form of (a) Shares or (b) other shares or securities which give the beneficiary, in the same scope as a shareholder, a right to receive a dividend and/or liquidation proceeds or (c) shares or other securities of another company which is acquired or held by the Company, directly or indirectly, due to a split, spinoff or similar transaction, or (d) other securities, rights, warrants or assets which are provided for (cash or other) consideration lower than the current market price (determined by the Calculation Agent at its reasonable discretion);

(iii) an extraordinary dividend;

(iv) a call for payment on Shares which are not fully paid-in;

(v) a buyback of Shares by the Company or its subsidiaries, regardless of whether the

angemessen erscheinen, um diesen Einfluss zu berücksichtigen, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Hierbei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.

(4) Folgende Umstände sind ein **"Potentieller Anpassungsgrund"**:

(i) eine Teilung, Zusammenlegung oder Gattungsänderung der Aktien (soweit keine Verschmelzung vorliegt), eine Zuteilung von Aktien oder eine Ausschüttung einer Dividende in Form von Aktien an die Aktionäre mittels Bonus, Gratisaktien, aufgrund einer Kapitalerhöhung aus Gesellschaftsmitteln oder ähnlichem;

(ii) eine Zuteilung oder Dividende an die Aktionäre der Gesellschaft in Form von (a) Aktien oder (b) sonstigen Aktien oder Wertpapieren, die dem Berechtigten in gleichem Umfang oder anteilmäßig wie einem Aktionär ein Recht auf Zahlung einer Dividende und/oder des Liquidationserlöses gewähren oder (c) Aktien oder sonstigen Wertpapieren eines anderen Unternehmens, die von der Gesellschaft aufgrund einer Abspaltung, Ausgliederung oder einer ähnlichen Transaktion unmittelbar oder mittelbar erworben wurden oder gehalten werden oder (d) sonstigen Wertpapieren, Rechten, Optionsscheinen oder Vermögenswerten, die jeweils für eine unter dem (nach billigem Ermessen der Berechnungsstelle festgestellten) aktuellen Marktpreis liegende Gegenleistung (Geld oder sonstiges) erbracht wird;

(iii) eine außerordentliche Dividende;

(iv) eine Einzahlungsaufforderung für nicht voll einbezahlte Aktien;

(v) ein Rückkauf der Aktien durch die Gesellschaft oder ihre Tochtergesellschaften, ungeachtet

buyback is executed using earning or capital reserves or whether the purchase price is paid in cash, in the form of securities or in another manner;

(vi) the occurrence of an event relating to the Company which leads to the distribution of shareholder rights or the separation of shareholder rights from shares in the Company based on a shareholder rights plan or an arrangement against hostile takeovers calling, in certain cases, for the distribution of preferred shares, warrants, bonds or share subscription rights at prices below market value (determined by the Calculation Agent at its reasonable discretion), whereby each adjustment which is made based on such an event shall be reversed once such rights are rescinded; or

(vii) other cases which may result in a dilutory or appreciatory impact on the theoretical value of the Share.

(5) If (i) liquidity relating to the Share on the Reference Market decreases considerably in the discretionary judgment of the Calculation Agent, (ii) the listing or trading of the Shares on the Reference Market is suspended for whatever reason (except in case of a concentration, in which the provisions of paragraph 6) below shall apply) or such a suspension is published by the Reference Market, (iii) in the discretionary judgment of the Calculation Agent, the insolvency, dissolution, liquidation or similar events occur, are imminent or threaten to occur, or if a petition for insolvency is filed with regard to the Company, or (iv) all Shares or all material assets of the Company are nationalized or expropriated or otherwise made subject to transfer to a government agency, authority or other state agency, the Issuer shall be entitled to exercise termination of the Securities pursuant to Section 10 of the Issue Specific Conditions.

If the listing or inclusion of the Share on

ob der Rückkauf aus Gewinn oder Kapitalrücklagen erfolgt oder der Kaufpreis in bar, in Form von Wertpapieren oder auf sonstige Weise entrichtet wird;

(vi) der Eintritt eines Ereignisses bezüglich der Gesellschaft, das dazu führt, dass Aktionärsrechte ausgegeben oder von Aktien der Gesellschaft abgetrennt werden aufgrund eines Aktionärsrechteplans oder eines Arrangements gegen feindliche Übernahmen, der bzw. das für den Eintritt bestimmter Fälle die Ausschüttung von Vorzugsaktien, Optionsscheinen, Anleihen oder Aktienbezugsrechten unterhalb des (nach billigem Ermessen der Berechnungsstelle festgestellten) Marktwertes vorsieht, wobei jede Anpassung, die aufgrund eines solchen Ereignisses durchgeführt wird, bei Rücknahme dieser Rechte wieder rückangepasst wird; oder

(vii) andere Fälle, die einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie haben können.

(5) Sollte(n) (i) bezüglich der Aktie nach billigem Ermessen der Berechnungsstelle die Liquidität an dem Referenzmarkt deutlich abnehmen, (ii) aus irgendeinem Grund (außer im Fall eines Zusammenschlusses, für den dann die Regelungen in Absatz (6) gelten) die Notierung oder der Handel der Aktie an dem Referenzmarkt eingestellt werden oder die Einstellung von dem Referenzmarkt angekündigt werden, (iii) nach billigem Ermessen der Berechnungsstelle bei der Gesellschaft der Insolvenzfall, die Auflösung, Liquidation oder ein ähnlicher Fall drohen, unmittelbar bevorstehen oder eingetreten sein oder ein Insolvenzantrag gestellt worden sein, oder (iv) alle Aktien oder alle wesentlichen Vermögenswerte der Gesellschaft verstaatlicht oder enteignet werden oder in sonstiger Weise auf eine Regierungsstelle, Behörde oder sonstige staatliche Stelle übertragen werden müssen, ist die Emittentin berechtigt, die Wertpapiere gemäß § 10 der Emissionsbezogenen Bedingungen zu kündigen.

Falls die Notierung oder sonstige

the Reference Market is suspended, but listing or inclusion in another exchange continues or commences, the Calculation Agent shall further be entitled to designate another exchange or trading system for the affected Share as the new Reference Market ("**Substitute Reference Market**") and thereby to make any adjustments which may appear necessary thereto at its discretion. In the event of such substitution, each reference herein to the Reference Market shall continue to apply as a reference to the Substitute Reference Market.

- (6) In the event of (i) a consolidation, merger or binding share transfer between the Company and another person or company, (ii) a transfer of the Share or agreement to make such a transfer to another person or company or (iii) the acquisition of the Share, in whole or in part, by another person or company, or if another person or company has the right to obtain the Share, in whole or in part, the Calculation Agent shall make any adjustments at its reasonable discretion, whereby no adjustment shall be made merely to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. It shall further be entitled, but not obliged, to designate Substitute Shares (paragraph (9)) in place of the affected Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure on an exchange on which options for the Share are traded as a guideline for the adjustment.
- (7) If the Company is subject of a split or similar operation which, in the discretionary judgment of the Calculation Agent, will have a dilutory or appreciatory impact on the theoretical value of the Company's affected Share, and if the Company's shareholders or the Company itself are entitled thereby to shares or other titles in one or more other companies, or other values, assets or rights, the Calculation Agent shall be entitled at its reasonable discretion to replace the current Share(s) of the Company which is the subject of a split or

Einbeziehung der Aktie an dem Referenzmarkt eingestellt wird, eine Notierung oder Einbeziehung jedoch an einer anderen Börse besteht oder aufgenommen wird, ist die Berechnungsstelle ferner berechtigt, eine andere Börse oder ein anderes Handelssystem für die Aktie als neuen Referenzmarkt ("**Ersatzreferenzmarkt**") zu bestimmen und dadurch ihr gegebenenfalls notwendig erscheinende Anpassungen nach billigem Ermessen vorzunehmen. Im Fall einer solchen Ersetzung gilt jede in diesen Bedingungen enthaltene Bezugnahme auf den Referenzmarkt fortan als Bezugnahme auf den Ersatzreferenzmarkt.

- (6) Im Fall (i) einer Konsolidierung, Verschmelzung, eines Zusammenschlusses oder eines verbindlichen Aktientauschs der Gesellschaft mit einer anderen Person oder Gesellschaft, (ii) einer Übertragung der Aktie oder einer Verpflichtung zu einer solchen Übertragung an eine andere Person oder Gesellschaft oder (iii) einer Übernahme der Aktie insgesamt oder zum Teil durch eine andere Person oder Gesellschaft bzw. wenn eine andere Person oder Gesellschaft das Recht hat, die Aktie insgesamt oder zum Teil zu erhalten, nimmt die Berechnungsstelle etwaige Anpassungen nach billigem Ermessen vor, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Ferner ist sie berechtigt, jedoch nicht verpflichtet, statt der betroffenen Aktie eine Ersatzaktie (Absatz (9)) zu bestimmen. Dabei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.
- (7) Sollte die Gesellschaft Gegenstand einer Spaltung oder einer ähnlichen Maßnahme sein, die nach billigem Ermessen der Berechnungsstelle einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie hat, und sollten den Gesellschaftern der Gesellschaft oder der Gesellschaft selbst dadurch Gesellschaftsanteile oder andere Werte an einer oder mehreren anderen Gesellschaften oder sonstige Werte, Vermögensgegenstände oder Rechte zustehen, ist die Berechnungsstelle nach billigem Ermessen berechtigt, die



similar operations. The substitution may be made in such a way that the Calculation Agent designates a new Share or a basket of new Shares ("**Exchange Basket**"). As far as the Calculation Agent designates an Exchange Basket, the Calculation Agent shall define the percentage with which each new Share is weighted within the Exchange Basket. The Exchange Basket may include the existing Share(s). In exercising its reasonable discretion, the Calculation Agent shall particularly take into account the liquidity of the affected values. The Calculation Agent shall be entitled to use the procedure of an exchange in which options for the Shares are traded as a guideline for the adjustment. The Calculation Agent shall further be entitled to make additional or other adjustments which appear financially reasonable, at its reasonable discretion. The provision mentioned above shall apply accordingly for the new Share or the Exchange Basket.

bisherige(n) Aktie(n) der Gesellschaft, die Gegenstand einer Spaltung oder ähnlichen Maßnahmen ist bzw. sind, zu ersetzen. Die Ersetzung kann insbesondere in der Weise erfolgen, dass die Berechnungsstelle eine neue Aktie oder einen Korb neuer Aktien ("**Austauschkorb**") bestimmt. Soweit die Berechnungsstelle einen Austauschkorb bestimmt, wird die Berechnungsstelle den Anteil für jede neue Aktie festlegen, mit dem sie in dem Austauschkorb gewichtet wird. Der Austauschkorb kann auch die bisherige(n) Aktie(n) umfassen. Bei der Ausübung des billigen Ermessens wird die Berechnungsstelle insbesondere die Liquidität der betroffenen Werte berücksichtigen. Die Berechnungsstelle ist berechtigt, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden. Die Berechnungsstelle ist ferner berechtigt, weitere oder andere Anpassungen vorzunehmen, die ihr nach billigem Ermessen wirtschaftlich angemessen erscheinen. Die vorgenannte Regelung gilt entsprechend für die neue Aktie bzw. den Austauschkorb.

(8) Should the Calculation Agent determine that adjustments for Shares [which constitute a Basket Constituent] differ from the measures described in paragraphs (3) to (7) above pursuant to company law or market custom applicable to the relevant Company, the Calculation Agent has the right but not the obligation to carry out the adjustments in accordance with these provisions or customs and such deviating from the measures provided for in paragraphs (3) to (7) above. The Calculation Agent furthermore has the right, but not the obligation, in all of the aforementioned cases to carry out the adjustment according to different rules, if this appears more appropriate to it, in order to maintain the value of the Securities in the amount, which these had prior to the event triggering the adjustment.

(8) Sollte die Berechnungsstelle feststellen, dass Anpassungen für Aktien[, welche einen Korbbestandteil bilden] nach dem auf die jeweilige Gesellschaft anwendbaren Gesellschaftsrecht oder anwendbarer Marktusage von den in vorstehenden Absätzen (3) bis (7) beschriebenen Maßnahmen abweichen, so ist die Berechnungsstelle berechtigt, aber nicht verpflichtet, die Anpassungen nach Maßgabe dieser Vorschriften bzw. Usancen und damit abweichend von den in den vorstehenden Absätzen (3) bis (7) vorgesehenen Maßnahmen durchzuführen. Ferner ist die Berechnungsstelle in allen vorgenannten Fällen berechtigt, jedoch nicht verpflichtet, die Anpassung auch nach anderen Regeln durchzuführen, wenn ihr dies angemessener erscheint, um den Wert der Wertpapiere in der Höhe zu erhalten, den diese vor dem die Anpassung auslösenden Ereignis hatten.

(9) If the Share is replaced based on the provisions of this Section 9 ("**Substitute Share**"), the Calculation Agent shall determine the Reference Market and the Related Exchange for the relevant Substitute Share. The Share which is replaced shall no longer be the Underlying, the Company shall no longer

(9) Wird aufgrund der Bestimmungen dieses § 9 die Aktie ersetzt ("**Ersatzaktie**"), so bestimmt die Berechnungsstelle den für die betreffende Ersatzaktie maßgeblichen Referenzmarkt und die Maßgebliche Terminbörse. Ab diesem Zeitpunkt gilt die zu ersetzende Aktie nicht mehr als Basiswert und die Gesellschaft nicht mehr

be the Company, the replaced reference market or the replaced related exchange shall no longer be the Reference Market or the Related Exchange. Each reference contained herein to the Share shall be deemed to be a reference to the Substitute Share, each reference contained herein to the Company as issuer of the Share shall be deemed to be a reference to the Company which is the issuer of the Substitute Share and each reference contained herein to the Reference Market or Related Exchange shall be deemed to be a reference to the reference market or the related exchange which is newly determined by the Calculation Agent.

- (10) Changes to the nature and manner in which [the Underlying Price][the closing price][insert other price: ●] or another pursuant to these Terms and Conditions authoritative rate or price for the Underlying is calculated, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Securities Right is to be used as a basis for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

Section 10  
Extraordinary Termination

- (1) If, in the reasonable discretion of the Calculation Agent, a proper adjustment as described in Section 9 of the Issue Specific Conditions is impracticable, or if termination in accordance with Section 9 of the Issue Specific Conditions has been specified as the adjustment, the Issuer has the right, but not the obligation, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with

als Gesellschaft und der zu ersetzende Referenzmarkt bzw. die zu ersetzende Maßgebliche Terminbörse nicht mehr als Referenzmarkt bzw. Maßgebliche Terminbörse. Jede in diesen Bedingungen enthaltene Bezugnahme auf die Aktie gilt fortan als Bezugnahme auf die Ersatzaktie, jede in diesen Bedingungen enthaltene Bezugnahme auf die Gesellschaft als Emittentin der Aktie gilt fortan als Bezugnahme auf die Gesellschaft, welche Emittentin der Ersatzaktie ist und jede in diesen Bedingungen enthaltene Bezugnahme auf den Referenzmarkt oder die Maßgebliche Terminbörse gilt als Bezugnahme auf den von der Berechnungsstelle neu bestimmten Referenzmarkt oder die neu bestimmte Maßgebliche Terminbörse.

- (10) Veränderungen in der Art und Weise der Berechnung [des Referenzpreises] [des Schlusskurses] [anderen Kurs einfügen: ●] bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

§ 10  
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine sachgerechte Anpassung wie in § 9 der Emissionsbezogenen Bedingungen beschrieben nicht möglich, oder ist als Anpassung die Kündigung gemäß § 9 der Emissionsbezogenen Bedingungen vorgesehen, ist die Emittentin berechtigt, aber nicht verpflichtet, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung

Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Furthermore, the Issuer has the right, but not the obligation, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below, if an Additional Disruption Event (paragraph (4)) exists. The termination must occur within a month after final discontinuation of the listing of the Shares of the Company at the Reference Market or within one month after the occurrence of another event justifying termination. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Security held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the discontinuation of the listing or determination of the low liquidity of the Shares of the Company at the Reference Market or the occurrence of the event justifying termination[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account. [When determining the Termination Amount in the case of a termination as a consequence of a takeover offer, if the consideration consists exclusively or predominantly of cash, other market parameters prior to the announcement of the takeover offer may be taken into account in accordance with the usual methods at futures exchanges for determining the theoretical fair value, particularly expected dividends and implied volatilities, in addition to the price of the Underlying after announcement of the takeover offer.]

(2) The Issuer will cause the transfer of the

gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Emittentin ist auch berechtigt, aber nicht verpflichtet, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen, wenn ein Weiteres Störungsereignis (Absatz (4)) vorliegt. Die Kündigung hat innerhalb von einem Monat nach endgültiger Einstellung der Notierung der Aktien der Gesellschaft an dem Referenzmarkt bzw. innerhalb eines Monats nach Eintritt eines sonstigen zur Kündigung berechtigenden Ereignisses zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Einstellung der Notierung bzw. Feststellung der geringen Liquidität der Aktien der Gesellschaft an dem Referenzmarkt oder dem Eintreten des zur Kündigung berechtigenden Ereignisses [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen. [Im Fall einer Kündigung in Folge eines Übernahmeangebots können bei der Bestimmung des Kündigungsbetrags, entsprechend dem an Terminbörsen üblichen Verfahren zur Bestimmung des theoretischen fairen Werts, sofern die Gegenleistung ausschließlich oder überwiegend in Bar erfolgt, neben dem Kurs des Basiswerts nach Bekanntgabe des Übernahmeangebots auch sonstige Marktparameter vor Bekanntgabe des Übernahmeangebots berücksichtigt werden, insbesondere Dividendenerwartungen und implizite Volatilitäten.]

(2) Die Emittentin wird bis zu dem

Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in [Section 6 (2)][Section 4 (3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.

- (4) An "**Additional Disruption Event**" exists if

(a) the Calculation Agent determines that (i) due to the adoption or amendment of applicable laws or directives (including tax laws) after the Issue Date, or (ii) due to the promulgation or change of the interpretation of applicable laws or directives after the Issue Date by the competent courts, arbitration panels, or regulatory agencies (including measures by tax authorities), (x) it has become or will become illegal or impracticable for it to hold, acquire, or dispose of the Share, or (y) it has incurred or will incur significantly higher direct or indirect costs during the fulfilment of its obligations under the Securities or related hedging measures (for example, due to an increased tax liability, lower tax benefits, or other negative effects on the tax situation of the Issuer); or

(b) the Calculation Agent determines

[fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.

- (4) Ein "**Weiteres Störungsereignis**" liegt vor, wenn

(a) die Berechnungsstelle feststellt, dass (i) aufgrund der am oder nach dem Emissionstag erfolgten Verabschiedung oder Änderung von anwendbaren Gesetzen oder Verordnungen (einschließlich von Steuergesetzen), oder (ii) aufgrund der am oder nach dem Emissionstag erfolgten Verkündung oder der Änderung der Auslegung von anwendbaren Gesetzen oder Verordnungen durch die zuständigen Gerichte, Schiedsstellen oder Aufsichtsbehörden (einschließlich Maßnahmen von Steuerbehörden), (x) es für sie rechtswidrig oder undurchführbar geworden ist oder werden wird, die Aktie zu halten, zu erwerben oder zu veräußern oder (y) ihr wesentlich höhere direkte oder indirekte Kosten bei der Erfüllung ihrer Verpflichtungen aus den Wertpapieren bzw. verbundener Absicherungsmaßnahmen (beispielsweise aufgrund einer erhöhten Steuerpflicht, geringerer Steuervorteile oder anderer negativer Auswirkungen auf die Steuersituation der Emittentin) entstanden sind oder entstehen werden; oder

(b) die Berechnungsstelle feststellt,

that it is unable, even after making economically reasonable efforts, (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) to realize or forward the proceeds of these transactions; or

- (c) the Calculation Agent determines that it has incurred or will incur significantly higher taxes, dues, expenses, or fees (however, no brokerage fees), in order to (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) realize or forward the proceeds of these transactions, and such expenses may also include increased borrowing costs resulting from the illiquidity of an Underlying, which had previously been sold short.]

dass sie auch nach Aufwendung zumutbarer wirtschaftlicher Bemühungen nicht in der Lage ist, (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die sie als notwendig erachtet, um ihr Risiko aus der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern, oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten; oder

- (c) die Berechnungsstelle feststellt, dass ihr wesentlich höhere Steuern, Abgaben, Aufwendungen oder Gebühren (jedoch keine Vermittlungsgebühren) entstanden sind oder entstehen werden, um (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die die Emittentin für notwendig erachtet, um ihr Risiko der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten, wobei solche Aufwendungen auch erhöhte Leihgebühren sein können, die sich aus der Angebotsknappheit eines Basiswerts, der zuvor leer verkauft worden ist, ergeben.]

[in the case of shares as basket constituent, insert:

[im Fall von Aktien als Korbbestandteil einfügen:

Section 8  
Market Disruptions

§ 8  
Marktstörungen

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then in relation to [the relevant Basket Constituent(s)] [all Basket Constituents] the Final Valuation Date will be postponed to the next following Calculation Date, on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph in relation to [the relevant] [all] Basket Constituent(s) and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date in relation to [the relevant Basket Constituent(s)] [all Basket Constituents], and the Calculation Agent shall determine the relevant Underlying Price of the relevant Basket Constituent(s) in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird in Bezug auf [den oder die betroffenen][alle] Korbbestandteile der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes in Bezug auf [den oder die betroffenen][alle] Korbbestandteile um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag in Bezug auf [den oder die betroffenen][alle] Korbbestandteile, wobei die Berechnungsstelle die relevante Kursreferenz des oder der betroffenen Korbbestandteile nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) "**Market Disruption Event**" means the suspension or restriction

- (i) of trading on the relevant Reference Market in general; or
- (ii) of trading in one or more Basket Constituent(s) on the relevant Reference Market; or
- (iii) of trading in an option or futures contract in respect to one or more Basket Constituent(s) on a related exchange, on which futures or option contracts in respect to the relevant Basket Constituent are traded (the "**Related Exchange**"),

(2) "**Marktstörungsereignis**" bedeutet die Suspendierung oder Einschränkung

- (i) des Handels an dem jeweiligen Referenzmarkt allgemein; oder
- (ii) des Handels in einem oder mehreren Korbbestandteilen an dem jeweiligen Referenzmarkt; oder
- (iii) des Handels in einem Options- oder Terminkontrakt in Bezug auf einen oder mehrere Korbbestandteile an einer Terminbörse, an der Termin- oder Optionskontrakte in Bezug auf den jeweiligen Korbbestandteil gehandelt werden (die "**Terminbörse**"),

if such suspension or restriction occurs or exists during the last half hour prior to the usually occurring calculation of the closing price of relevant Basket Constituent and if it is material for the fulfilment of the obligations under the Securities according to the reasonable

sofern diese Suspendierung oder Einschränkung in der letzten halben Stunde vor der üblicherweise zu erfolgenden Berechnung des Schlusskurses des jeweiligen Korbbestandteils eintritt bzw. besteht und nach billigem Ermessen der

discretion of the Calculation Agent. A restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change of the relevant Reference Market that is announced in advance.

#### Section 9

##### Underlying; Underlying Price; Substitute Share; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the basket of shares specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Basket**") consisting of the Basket Constituents specified in Table 2 in the Annex to the Issue Specific Conditions. "**Basket Constituent**" corresponds to the relevant Share of the relevant Company (the "**Company**") as Basket Constituent, both as specified in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to [the Underlying Price specified in Table 2 in the Annex to the Issue Specific Conditions][the sum of the [closing prices] [*insert other price: •*] as calculated and published on the relevant Reference Market for the relevant Basket Constituent[, multiplied [where relevant] [in each case] by the [Initial] Weighting Factor] [the number of Shares], allocated to the respective Basket Constituent as specified in Table 2 in the Annex to the Issue Specific Conditions], expressed in the Reference Currency as calculated and published on Calculation Dates [on the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions for the relevant Basket Constituent (the "**Reference Market**")][by the Calculation Agent]. [The "**Observation Price**" of the Underlying corresponds to the sum of the prices as calculated and published on the relevant Reference Market for the relevant Basket Constituent [during the Calculation Hours][at [•] a.m. (local time [•])], multiplied [where relevant] [in each case] by the [Initial] [Weighting Factor] [the Relevant Number of Shares], allocated to the respective Basket Constituent as specified in Table 2 in the Annex to the

Berechnungsstelle für die Erfüllung der Verpflichtungen aus den Wertpapieren wesentlich ist. Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung des betreffenden Referenzmarktes beruht.

#### § 9

##### Basiswert; Kursreferenz; Ersatzaktie; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen dargestellten Korb von Aktien (der "**Korb**") bestehend aus den in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Korbbestandteilen. "**Korbbestandteil**" entspricht jeweils der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Korbbestandteil angegebenen Aktie der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen jeweiligen Gesellschaft (die "**Gesellschaft**").
- (2) Die "**Kursreferenz**" entspricht [der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz] [der Summe der an dem jeweiligen Referenzmarkt für den jeweiligen Korbbestandteil berechneten und veröffentlichten [Schlusskurse] [*anderen Kurs einfügen: •*]], [gegebenenfalls] [jeweils] multipliziert mit [dem [Anfänglichen] Gewichtungsfaktor][der Anzahl Aktien][, [der][die] dem jeweiligen Korbbestandteil in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen zugewiesen ist], ausgedrückt in der Referenzwährung, wie [er][sie] an Berechnungstagen [an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für den jeweiligen Korbbestandteil angegebenen Referenzmarkt (der "**Referenzmarkt**")][von der Berechnungsstelle] berechnet und veröffentlicht wird. [Der "**Beobachtungskurs**" des Basiswerts entspricht der Summe der an dem jeweiligen Referenzmarkt an Berechnungstagen für den jeweiligen Korbbestandteil [während der Berechnungsstunden] [um [•] Uhr (Ortszeit [•])] berechneten und

Issue Specific Conditions expressed in the Reference Currency. *[insert other relevant Observation Price: •]* The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. The "**Reference Currency for the relevant Basket Constituent**" corresponds to the Reference Currency for the relevant Basket Constituent as specified in Table 2 in the Annex to the Issue Specific Conditions. [If the Reference Currency for the relevant Basket Constituent does not correspond to the Reference Currency of the Underlying, the Reference Currency for the relevant Basket Constituent is converted into the Reference Currency of the Underlying by the Calculation Agent based on the exchange rate expressed in the Reference Currency for the relevant Basket Constituent for one unit of the Reference Currency of the Underlying, which is shown on the relevant Calculation Date on the Exchange Rate Screen Page as specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Exchange Rate Screen Page for the relevant Basket Constituent**") or any page replacing it. If the conversion occurs at a time when the Exchange Rate Screen Page for the relevant Basket Constituent should not be available on the stated date or if the exchange rate is not shown, the exchange rate shall correspond to the exchange rate shown on the corresponding page of another financial information service. If the exchange rate should not or no longer be shown in any of the above ways, the Calculation Agent has the right to determine in its reasonable discretion an exchange rate based on the then applicable market conditions, taking into account the then existing market situation, as the exchange rate.] *[insert other Reference Currency for the relevant Basket Constituent: •]* [Initially, the "**Relevant Number of Shares**" is the Relevant Number of Shares for the relevant Basket Constituent as specified in Table 2 in the Annex to the Issue Specific Conditions, which was determined by the Calculation Agent on the Initial Reference Date (Section 4 (1) of the Issue Specific Conditions) based on the relevant Initial Reference Price and the [Initial] Weighting Factor of the relevant Basket Constituent on the Initial Value of the Basket [(the result of these calculation

veröffentlichten Kurse[, [gegebenenfalls] [jeweils] multipliziert mit [dem [Anfänglichen] Gewichtungsfaktor][der Maßgeblichen Anzahl Aktien], [der][die] dem jeweiligen Korbbestandteil in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen zugewiesen ist, ausgedrückt in der Referenzwährung.] *[anderen Beobachtungskurs einfügen: •]* Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. [Die "**Referenzwährung für den jeweiligen Korbbestandteil**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für den jeweiligen Korbbestandteil angegebenen Referenzwährung. [Sofern die Referenzwährung für den jeweiligen Korbbestandteil nicht der Referenzwährung des Basiswerts entspricht, wird die Referenzwährung für den jeweiligen Korbbestandteil von der Berechnungsstelle basierend auf dem Wechselkurs der Referenzwährung für den jeweiligen Korbbestandteil für eine Einheit der Referenzwährung des Basiswerts, wie am jeweiligen Berechnungstag auf der in Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Wechselkurs-Bildschirmseite (die "**Wechselkurs-Bildschirmseite für den jeweiligen Korbbestandteil**"), oder einer diese ersetzende Seite, angezeigt, in die Referenzwährung des Basiswerts umgerechnet. Sollte die Umrechnung zu einem Zeitpunkt erfolgen, zu dem die Wechselkurs-Bildschirmseite für den jeweiligen Korbbestandteil an dem angegebenen Tag nicht zur Verfügung steht oder der Wechselkurs nicht angezeigt wird, entspricht der Wechselkurs dem Wechselkurs, wie er auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte der Wechselkurs nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Wechselkurs einen auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelten Wechselkurs festzulegen.] *[andere Referenzwährung für den jeweiligen Korbbestandteil einfügen: •]* [Die "**Maßgebliche Anzahl Aktien**" ist anfänglich jeweils die in der



rounded [up] [down] to [four][●] decimal places)]. The "**Initial Value of the Basket**" corresponds to the Initial Value of the Basket as specified in Table 1 in the Annex to the Issue Specific Conditions. If ordinary dividend payments are made between the Initial Reference Date (excluding) and the Final Valuation Date (excluding) relating to a Basket Constituent, the Number of Shares for this Basket Constituent will be adjusted by the Dividend Adjustment Factor on the Dividend Record Date.

The "**Dividend Adjustment Factor**" or "**DAF**" reflects the relation between the closing price of the relevant Basket Constituent cum dividend and the closing price of the relevant Basket Constituent cum dividend adjusted by the Dividend Effect. The Dividend Adjustment Factor is calculated according to the following formula:

$$DAF = SK / (SK - \text{Dividend Effect}),$$

whereby "**SK**" corresponds to the closing price of the Basket Constituent cum dividend.

The "**Dividend Effect**" corresponds to an amount, which is calculated by the Calculation Agent in its reasonable discretion based on the dividends or cash distributions equivalent to dividends distributed on a Dividend Record Date on the relevant Share multiplied by the Dividend Factor. The "**Dividend Factor**" on any given day corresponds to a value between 0 and 1, which is calculated by the Calculation Agent in its reasonable discretion based on the taxes or charges payable by the Calculation Agent or companies affiliated with it on the dividends or cash distributions equivalent to dividends distributed on that day on the

Tabelle 2 im Annex zu den Emissionsbezogenen Bedingungen angegebene für den jeweiligen Korbbestandteil angegebene Maßgebliche Anzahl Aktien, die am Anfänglichen Referenztag (§ 4 (1) der Emissionsbezogenen Bedingungen) von der Berechnungsstelle auf der Grundlage des jeweiligen Anfänglichen Referenzpreises und dem [Anfänglichen] Gewichtungsfaktor des jeweiligen Korbbestandteils am Anfangswert des Korbs festgelegt wurde [(das Ergebnis dieser Berechnung [aufgerundet][abgerundet] auf [vier][●] Nachkommastellen)]. Der "**Anfangswert des Korbs**" entspricht dem in der Tabelle 1 im Annex zu den Emissionsbezogenen Bedingungen angegebenen Anfangswert des Korbs. Sofern zwischen dem Anfänglichen Referenztag (ausschließlich) und dem Finalen Bewertungstag (ausschließlich) ordentliche Dividendenzahlungen im Hinblick auf einen Korbbestandteil erfolgen, wird die Anzahl Aktien für diesen Korbbestandteil am Dividententag um den Dividentenanpassungsfaktor angepasst wird.

Der "**Dividentenanpassungsfaktor**" oder "**DAF**" spiegelt das Verhältnis zwischen dem Schlusskurs des jeweiligen Korbbestandteils Cum Dividende und dem um den Dividenteneinfluss bereinigten Schlusskurs des Korbbestandteils Cum Dividende wider. Der Dividentenanpassungsfaktor wird entsprechend nach der folgenden Formel berechnet:

$$DAF = SK / (SK - \text{Dividenteneinfluss}),$$

wobei "**SK**" dem Schlusskurs des Korbbestandteils Cum Dividende entspricht.

Der "**Dividenteneinfluss**" entspricht einem Betrag, der von der Berechnungsstelle nach billigem Ermessen auf Grundlage der an einem Dividententag auf die jeweilige Aktie ausgeschütteten Dividenten bzw. Dividenten gleichstehenden Barausschüttungen berechnet wird und der mit dem Dividentenfaktor multipliziert wird. Der "**Dividentenfaktor**" an einem angegebenen Tag entspricht einem Wert zwischen 0 und 1, der auf Grundlage der an diesem Tag auf die entsprechende Aktie ausgeschütteten Dividenten bzw. Dividenten gleichstehenden Barausschüttungen von der Berechnungsstelle bzw. mit ihr

relevant Share.

A "**Dividend Record Date**" is a day on which shares of the relevant company for which dividends or cash amounts equivalent to dividends are to be distributed are traded "ex dividend" on their relevant primary exchange. The Relevant Number of Shares will be rounded [up][down] to [four][●] decimal places, as the case may be. The "**[Initial] Weighting Factor**" of the Basket Constituent is specified in Table 2 in the Annex to the Issue Specific Conditions.] "**Calculation Dates**" are days on which [one of the][all] Basket Constituents [is][are] usually traded on the relevant Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, during which [one of the][all] Basket Constituents [is][are] usually traded on the relevant Reference Market.]

(3) If a Company which has issued a Share constituting a Basket Constituent announces a Potential Adjustment Event (paragraph (4)), the Calculation Agent shall ascertain, at its discretion, whether the Potential Adjustment Event has a dilutory or appreciatory impact on the theoretical value of the Share of the relevant Company. If the Calculation Agent reasons that such an impact exists, it shall be entitled to make adjustments as it deems appropriate, exercising its discretion, in order to account for such impact, whereby no adjustment shall be made merely in order to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure followed on an exchange on which the options for the Share are traded as a guideline for the adjustment.

(4) The following circumstances are "**Potential Adjustment Events**":

(i) a division, combination or type change of the Shares (as far as no merger occurs), an allotment of Shares or the distribution of a dividend in the form of Shares to

verbundenen Unternehmen zu zahlenden Steuern oder Abgaben von der Berechnungsstelle nach billigem Ermessen berechnet wird.

Ein "**Dividendentag**" ist ein Tag, an dem Aktien des betreffenden Unternehmens, auf die Dividenden bzw. Dividenden gleichstehende Barbeträge ausgeschüttet werden sollen, an ihrer entsprechenden Heimatbörse "ex Dividende" gehandelt werden. Die Maßgebliche Anzahl Aktien wird gegebenenfalls auf [vier][●] Nachkommastellen

[aufgerundet][abgerundet]. Der "**[Anfängliche] Gewichtungsfaktor**" des Korbbestandteils ist jeweils in der Tabelle 2 im Annex zu den Emissionsbezogenen Bedingungen angegeben.]

"**Berechnungstage**" sind Tage, an denen [einer der][alle] Korbbestandteile an dem jeweiligen Referenzmarkt üblicherweise gehandelt [wird][werden].

["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen [einer der][alle] Korbbestandteile an dem jeweiligen Referenzmarkt üblicherweise gehandelt [wird][werden].]

(3) Gibt eine Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, einen Potentiellen Anpassungsgrund (Absatz (4)) bekannt, prüft die Berechnungsstelle nach billigem Ermessen, ob der Potentielle Anpassungsgrund einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie der jeweiligen Gesellschaft hat. Kommt die Berechnungsstelle zu dem Ergebnis, dass ein solcher Einfluss vorliegt, ist sie berechtigt, Anpassungen vorzunehmen, die ihr nach billigem Ermessen angemessen erscheinen, um diesen Einfluss zu berücksichtigen, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Hierbei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.

(4) Folgende Umstände sind ein "**Potentieller Anpassungsgrund**":

(i) eine Teilung, Zusammenlegung oder Gattungsänderung der Aktien (soweit keine Verschmelzung vorliegt), eine Zuteilung von Aktien oder eine Ausschüttung einer

shareholders by means of a bonus, bonus shares, capital increase from company funds or the like;

- (ii) an allotment or a dividend to the Company's shareholders in the form of (a) Shares or (b) other shares or securities which give the beneficiary, in the same scope as a shareholder, a right to receive a dividend and/or liquidation proceeds or (c) shares or other securities of another company which is acquired or held by the Company, directly or indirectly, due to a split, spinoff or similar transaction, or (d) other securities, rights, warrants or assets which are provided for (cash or other) consideration lower than the current market price (determined by the Calculation Agent at its reasonable discretion);
- (iii) an extraordinary dividend;
- (iv) a call for payment on Shares which are not fully paid-in;
- (v) a buyback of Shares by the Company or its subsidiaries, regardless of whether the buyback is executed using earning or capital reserves or whether the purchase price is paid in cash, in the form of securities or in another manner;
- (vi) the occurrence of an event relating to the Company which leads to the distribution of shareholder rights or the separation of shareholder rights from shares in the Company based on a shareholder rights plan or an arrangement against hostile takeovers calling, in certain cases, for the distribution of preferred shares, warrants, bonds or share subscription rights at prices below market value

Dividende in Form von Aktien an die Aktionäre mittels Bonus, Gratisaktien, aufgrund einer Kapitalerhöhung aus Gesellschaftsmitteln oder ähnlichem;

- (ii) eine Zuteilung oder Dividende an die Aktionäre der Gesellschaft in Form von (a) Aktien oder (b) sonstigen Aktien oder Wertpapieren, die dem Berechtigten in gleichem Umfang oder anteilmäßig wie einem Aktionär ein Recht auf Zahlung einer Dividende und/oder des Liquidationserlöses gewähren oder (c) Aktien oder sonstigen Wertpapieren eines anderen Unternehmens, die von der Gesellschaft aufgrund einer Abspaltung, Ausgliederung oder einer ähnlichen Transaktion unmittelbar oder mittelbar erworben wurden oder gehalten werden oder (d) sonstigen Wertpapieren, Rechten, Optionsscheinen oder Vermögenswerten, die jeweils für eine unter dem (nach billigem Ermessen der Berechnungsstelle festgestellten) aktuellen Marktpreis liegende Gegenleistung (Geld oder sonstiges) erbracht wird;
- (iii) eine außerordentliche Dividende;
- (iv) eine Einzahlungsaufforderung für nicht voll einbezahlte Aktien;
- (v) ein Rückkauf der Aktien durch die Gesellschaft oder ihre Tochtergesellschaften, ungeachtet ob der Rückkauf aus Gewinn oder Kapitalrücklagen erfolgt oder der Kaufpreis in bar, in Form von Wertpapieren oder auf sonstige Weise entrichtet wird;
- (vi) der Eintritt eines Ereignisses bezüglich der Gesellschaft, das dazu führt, dass Aktionärsrechte ausgegeben oder von Aktien der Gesellschaft abgetrennt werden aufgrund eines Aktionärsrechteplans oder eines Arrangements gegen feindliche Übernahmen, der bzw. das für den Eintritt bestimmter Fälle die Ausschüttung von Vorzugsaktien, Optionsscheinen, Anleihen oder Aktienbezugsrechten unterhalb

(determined by the Calculation Agent at its reasonable discretion), whereby each adjustment which is made based on such an event shall be reversed once such rights are rescinded; or

(vii) other cases which may result in a dilutory or appreciatory impact on the theoretical value of the Share.

(5) If (i) liquidity relating to one or more Share(s) constituting a Basket Constituent on the relevant Reference Market decreases considerably in the discretionary judgment of the Calculation Agent, (ii) the listing or trading of one or more Share(s) constituting a Basket Constituent on the relevant Reference Market is suspended for whatever reason (except in case of a concentration, in which the provisions of paragraph 6) below shall apply) or such a suspension is published by the relevant Reference Market, (iii) in the discretionary judgment of the Calculation Agent, the insolvency, dissolution, liquidation or similar events occur, are imminent or threaten to occur, or if a petition for insolvency is filed with regard to the relevant Company which has issued a Share constituting a Basket Constituent, or (iv) all Shares or all material assets of a Company which has issued a Share constituting a Basket Constituent are nationalized or expropriated or otherwise made subject to transfer to a government agency, authority or other state agency, the Issuer shall be entitled to exercise termination of the Securities pursuant to Section 10 of the Issue Specific Conditions.

If the listing or inclusion of one or more Share(s) constituting a Basket Constituent on the relevant Reference Market is suspended, but listing or inclusion in another exchange continues or commences, the Calculation Agent shall further be entitled to designate another exchange or trading system for the affected relevant Share as the new Reference Market ("**Substitute Reference Market**") and thereby to make any adjustments which may appear

des (nach billigem Ermessen der Berechnungsstelle festgestellten) Marktwertes vorsieht, wobei jede Anpassung, die aufgrund eines solchen Ereignisses durchgeführt wird, bei Rücknahme dieser Rechte wieder rückangepasst wird; oder

(vii) andere Fälle, die einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie haben können.

(5) Sollte(n) (i) bezüglich einer oder mehrerer einen Korbbestandteil bildenden Aktie(n) nach billigem Ermessen der Berechnungsstelle die Liquidität an dem jeweiligen Referenzmarkt deutlich abnehmen, (ii) aus irgendeinem Grund (außer im Fall eines Zusammenschlusses, für den dann die Regelungen in Absatz (6) gelten) die Notierung oder der Handel einer oder mehrerer einen Korbbestandteil bildenden Aktie(n) an dem jeweiligen Referenzmarkt eingestellt werden oder die Einstellung von dem jeweiligen Referenzmarkt angekündigt werden, (iii) nach billigem Ermessen der Berechnungsstelle bei der jeweiligen Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, der Insolvenzfall, die Auflösung, Liquidation oder ein ähnlicher Fall drohen, unmittelbar bevorstehen oder eingetreten sein oder ein Insolvenzantrag gestellt worden sein, oder (iv) alle Aktien oder alle wesentlichen Vermögenswerte einer Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, verstaatlicht oder enteignet werden oder in sonstiger Weise auf eine Regierungsstelle, Behörde oder sonstige staatliche Stelle übertragen werden müssen, ist die Emittentin berechtigt, die Wertpapiere gemäß § 10 der Emissionsbezogenen Bedingungen zu kündigen.

Falls die Notierung oder sonstige Einbeziehung einer oder mehrerer einen Korbbestandteil bildenden Aktie(n) an dem jeweiligen Referenzmarkt eingestellt wird, eine Notierung oder Einbeziehung jedoch an einer anderen Börse besteht oder aufgenommen wird, ist die Berechnungsstelle ferner berechtigt, eine andere Börse oder ein anderes Handelssystem für die jeweilige Aktie als neuen Referenzmarkt ("**Ersatzreferenzmarkt**") zu bestimmen

necessary thereto at its discretion. In the event of such substitution, each reference herein to the relevant Reference Market shall continue to apply as a reference to the relevant Substitute Reference Market.

(6) In the event of (i) a consolidation, merger or binding share transfer between a Company which has issued a Share constituting a Basket Constituent and another person or company, (ii) a transfer of one or more Share(s) constituting a Basket Constituent or agreement to make such a transfer to another person or company or (iii) the acquisition of one or more Share(s) constituting a Basket Constituent, in whole or in part, by another person or company, or if another person or company has the right to obtain the relevant Share, in whole or in part, the Calculation Agent shall make any adjustments at its reasonable discretion, whereby no adjustment shall be made merely to account for changes in volatility, expected dividends, interest rates or the liquidity of the Share. It shall further be entitled, but not obliged, to designate Substitute Shares (paragraph (9)) in place of the affected Share. The Calculation Agent shall be entitled, but not obliged, to use the procedure on an exchange on which options for the relevant Share are traded as a guideline for the adjustment.

(7) If a Company which has issued a Share constituting a Basket Constituent is subject of a split or similar operation which, in the discretionary judgment of the Calculation Agent, will have a dilutory or appreciatory impact on the theoretical value of the Company's affected Share, and if the Company's shareholders or the Company itself are entitled thereby to shares or other titles in one or more other companies, or other values, assets or rights, the Calculation Agent shall be entitled at its reasonable discretion to replace the current Share(s) of the Company which is the subject of a split or similar operations. The substitution may be made in such a way that the Calculation Agent designates a new

und dadurch ihr gegebenenfalls notwendig erscheinende Anpassungen nach billigem Ermessen vorzunehmen. Im Fall einer solchen Ersetzung gilt jede in diesen Bedingungen enthaltene Bezugnahme auf den jeweiligen Referenzmarkt fortan als Bezugnahme auf den jeweiligen Ersatzreferenzmarkt.

(6) Im Fall (i) einer Konsolidierung, Verschmelzung, eines Zusammenschlusses oder eines verbindlichen Aktientauschs einer Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, mit einer anderen Person oder Gesellschaft, (ii) einer Übertragung einer oder mehrerer einen Korbbestandteil bildenden Aktie(n) oder einer Verpflichtung zu einer solchen Übertragung an eine andere Person oder Gesellschaft oder (iii) einer Übernahme einer oder mehrerer einen Korbbestandteil bildenden Aktie(n) insgesamt oder zum Teil durch eine andere Person oder Gesellschaft bzw. wenn eine andere Person oder Gesellschaft das Recht hat, die jeweilige Aktie insgesamt oder zum Teil zu erhalten, nimmt die Berechnungsstelle etwaige Anpassungen nach billigem Ermessen vor, wobei jedoch keine Anpassung erfolgt, nur um Änderungen in der Volatilität, erwarteten Dividenden, Zinssätzen oder der Liquidität der Aktie Rechnung zu tragen. Ferner ist sie berechtigt, jedoch nicht verpflichtet, statt der betroffenen Aktie eine Ersatzaktie (Absatz (9)) zu bestimmen. Dabei ist die Berechnungsstelle berechtigt, jedoch nicht verpflichtet, die Vorgehensweise einer Börse, an der Optionen auf die jeweilige Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden.

(7) Sollte eine Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, Gegenstand einer Spaltung oder einer ähnlichen Maßnahme sein, die nach billigem Ermessen der Berechnungsstelle einen verwässernden oder werterhöhenden Einfluss auf den theoretischen Wert der Aktie hat, und sollten den Gesellschaftern der Gesellschaft oder der Gesellschaft selbst dadurch Gesellschaftsanteile oder andere Werte an einer oder mehreren anderen Gesellschaften oder sonstige Werte, Vermögensgegenstände oder Rechte zustehen, ist die Berechnungsstelle nach billigem Ermessen berechtigt, die bisherige(n) Aktie(n) der Gesellschaft, die Gegenstand einer Spaltung oder

Share or a basket of new Shares ("**Exchange Basket**") as new Basket Constituent. As far as the Calculation Agent designates an Exchange Basket as new Basket Constituent, the Calculation Agent shall define the percentage with which each new Share is weighted within the Exchange Basket. The Exchange Basket may include the existing Share(s). In exercising its reasonable discretion, the Calculation Agent shall particularly take into account the liquidity of the affected values. The Calculation Agent shall be entitled to use the procedure of an exchange in which options for the relevant Shares are traded as a guideline for the adjustment. The Calculation Agent shall further be entitled to make additional or other adjustments which appear financially reasonable, at its reasonable discretion. The provision mentioned above shall apply accordingly for the new Share or the Exchange Basket.

ähnlichen Maßnahmen ist bzw. sind, zu ersetzen. Die Ersetzung kann insbesondere in der Weise erfolgen, dass die Berechnungsstelle eine neue Aktie oder einen Korb neuer Aktien ("**Austauschkorb**") als neuen Korbbestandteil bestimmt. Soweit die Berechnungsstelle einen Austauschkorb als neuen Korbbestandteil bestimmt, wird die Berechnungsstelle den Anteil für jede neue Aktie festlegen, mit dem sie in dem Austauschkorb gewichtet wird. Der Austauschkorb kann auch die bisherige(n) Aktie(n) umfassen. Bei der Ausübung des billigen Ermessens wird die Berechnungsstelle insbesondere die Liquidität der betroffenen Werte berücksichtigen. Die Berechnungsstelle ist berechtigt, die Vorgehensweise einer Börse, an der Optionen auf die betroffene Aktie gehandelt werden, für die Anpassung als Richtlinie zu verwenden. Die Berechnungsstelle ist ferner berechtigt, weitere oder andere Anpassungen vorzunehmen, die ihr nach billigem Ermessen wirtschaftlich angemessen erscheinen. Die vorgenannte Regelung gilt entsprechend für die neue Aktie bzw. den Austauschkorb.

(8) Should the Calculation Agent determine that adjustments for Shares which constitute a Basket Constituent differ from the measures described in paragraphs (3) to (7) above pursuant to company law or market custom applicable to the relevant Company which has issued a Share constituting a Basket Constituent, the Calculation Agent has the right but not the obligation to carry out the adjustments in accordance with these provisions or customs and such deviating from the measures provided for in paragraphs (3) to (7) above. The Calculation Agent furthermore has the right, but not the obligation, in all of the aforementioned cases to carry out the adjustment according to different rules, if this appears more appropriate to it, in order to maintain the value of the Securities in the amount, which these had prior to the event triggering the adjustment.

(8) Sollte die Berechnungsstelle feststellen, dass Anpassungen für Aktien, welche einen Korbbestandteil bilden nach dem auf die jeweilige Gesellschaft, welche eine einen Korbbestandteil bildende Aktie begeben hat, anwendbaren Gesellschaftsrecht oder anwendbarer Marktusage von den in vorstehenden Absätzen (3) bis (7) beschriebenen Maßnahmen abweichen, so ist die Berechnungsstelle berechtigt, aber nicht verpflichtet, die Anpassungen nach Maßgabe dieser Vorschriften bzw. Usancen und damit abweichend von den in den vorstehenden Absätzen (3) bis (7) vorgesehenen Maßnahmen durchzuführen. Ferner ist die Berechnungsstelle in allen vorgenannten Fällen berechtigt, jedoch nicht verpflichtet, die Anpassung auch nach anderen Regeln durchzuführen, wenn ihr dies angemessener erscheint, um den Wert der Wertpapiere in der Höhe zu erhalten, den diese vor dem die Anpassung auslösenden Ereignis hatten.

(9) If a Share constituting a Basket Constituent is replaced based on the provisions of this Section 9 ("**Substitute Share**"), the Calculation Agent shall determine the Reference Market and the Related Exchange for the relevant

(9) Wird aufgrund der Bestimmungen dieses § 9 eine einen Korbbestandteil bildende Aktie ersetzt ("**Ersatzaktie**"), so bestimmt die Berechnungsstelle den für die betreffende Ersatzaktie maßgeblichen Referenzmarkt und die Maßgebliche

Substitute Share. The Share which is replaced shall no longer be the Basket Constituent, the Company defined in Table 2 in the Annex to the Issue Specific Conditions which has issued the relevant Share shall no longer be the Company, the replaced reference market or the replaced related exchange shall no longer be the Reference Market or the Related Exchange. Each reference contained herein to the Share shall be deemed to be a reference to the relevant Substitute Share, each reference contained herein to the Company as issuer of the Share shall be deemed to be a reference to the relevant Company which is the issuer of the Substitute Share and each reference contained herein to the Reference Market or Related Exchange shall be deemed to be a reference to the relevant reference market or the relevant related exchange which is newly determined by the Calculation Agent.

Terminbörse. Ab diesem Zeitpunkt gilt die zu ersetzende Aktie nicht mehr als Korbbestandteil und die in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebene Gesellschaft, welche die betroffene Aktie begeben hat, nicht mehr als Gesellschaft und der zu ersetzende Referenzmarkt bzw. die zu ersetzende Maßgebliche Terminbörse nicht mehr als Referenzmarkt bzw. Maßgebliche Terminbörse. Jede in diesen Bedingungen enthaltene Bezugnahme auf die Aktie gilt fortan als Bezugnahme auf die [jeweilige] Ersatzaktie, jede in diesen Bedingungen enthaltene Bezugnahme auf die Gesellschaft als Emittentin der Aktie gilt fortan als Bezugnahme auf die jeweilige Gesellschaft, welche Emittentin der Ersatzaktie ist und jede in diesen Bedingungen enthaltene Bezugnahme auf den Referenzmarkt oder die Maßgebliche Terminbörse gilt als Bezugnahme auf den von der Berechnungsstelle neu bestimmten jeweiligen Referenzmarkt oder die neu bestimmte jeweilige Maßgebliche Terminbörse.

(10) Changes to the nature and manner in which [the Underlying Price][the closing price][insert other price: ●] of the relevant Basket Constituent or another pursuant to these Terms and Conditions authoritative rate or price for a Basket Constituent is calculated, including the change of the Calculation Dates and Calculation Hours authoritative for a Basket Constituent, authorize the Calculation Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Securities Right is to be used as a basis for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

(10) Veränderungen in der Art und Weise der Berechnung [des Referenzpreises] [des Schlusskurses] [anderen Kurs einfügen: ●] des jeweiligen Korbbestandteils bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für einen Korbbestandteil, einschließlich der Veränderung der für einen Korbbestandteil maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunktes der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

Section 10  
Extraordinary Termination

(1) If, in the reasonable discretion of the Calculation Agent, a proper adjustment as described in Section 9 of the Issue Specific Conditions is impracticable, or if termination in accordance with Section 10 of the Issue Specific Conditions has been specified as the adjustment, the Issuer

§ 10  
Außerordentliche Kündigung

(1) Ist nach billigem Ermessen der Berechnungsstelle eine sachgerechte Anpassung wie in § 9 der Emissionsbezogenen Bedingungen beschrieben nicht möglich, oder ist als Anpassung die Kündigung gemäß § 10 der Emissionsbezogenen Bedingungen

has the right, but not the obligation, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). Furthermore, the Issuer has the right, but not the obligation, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below, if an Additional Disruption Event (paragraph (4)) exists. The termination must occur within a month after final discontinuation of the listing of the Shares of the Company constituting a Basket Constituent at the relevant Reference Market or within one month after the occurrence of another event justifying termination. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Security held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the discontinuation of the listing or determination of the low liquidity of the Shares of the Company constituting a Basket Constituent at the relevant Reference Market or the occurrence of the event justifying termination[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account. [When determining the Termination Amount in the case of a takeover offer, if the consideration consists exclusively or predominantly of cash, other market parameters prior to the announcement of the takeover offer may be taken into account in accordance with the usual methods at futures exchanges for determining the theoretical fair value, particularly expected dividends

vorgesehen, ist die Emittentin berechtigt, aber nicht verpflichtet, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Emittentin ist auch berechtigt, aber nicht verpflichtet, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen, wenn ein Weiteres Störungsereignis (Absatz (4)) vorliegt. Die Kündigung hat innerhalb von einem Monat nach endgültiger Einstellung der Notierung der einen Korbbestandteil bildenden Aktien der Gesellschaft an dem jeweiligen Referenzmarkt bzw. innerhalb eines Monats nach Eintritt eines sonstigen zur Kündigung berechtigenden Ereignisses zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Einstellung der Notierung bzw. Feststellung der geringen Liquidität der einen Korbbestandteil bildenden Aktien der Gesellschaft an dem jeweiligen Referenzmarkt oder dem Eintreten des zur Kündigung berechtigenden Ereignisses [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen. [Im Fall einer Kündigung in Folge eines Übernahmeangebots können bei der Bestimmung des Kündigungsbetrags, entsprechend dem an Terminbörsen üblichen Verfahren zur Bestimmung des theoretischen fairen Werts, sofern die Gegenleistung ausschließlich oder überwiegend in Bar



and implied volatilities, in addition to the price of the Basket Constituent after announcement of the takeover offer.]

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in [Section 6 (2)][Section 4 (3)(a)(iv)] of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.
- (4) An "**Additional Disruption Event**" exists if
- (a) the Calculation Agent determines that (i) due to the adoption or amendment of applicable laws or directives (including tax laws) after the Issue Date, or (ii) due to the promulgation or change of the interpretation of applicable laws or directives after the Issue Date by the competent courts, arbitration panels, or regulatory agencies (including measures by tax authorities), (x) it has become or will become illegal or impracticable for it to hold, acquire, or dispose of the relevant Shares, or (y) it has incurred or will incur significantly higher direct or indirect costs during the fulfilment of its obligations under the Securities or related hedging measures (for example, due to an increased tax liability, lower tax benefits, or other negative effects on the tax
- erfolgt, neben dem Kurs des Korbbestandteils nach Bekanntgabe des Übernahmeangebots auch sonstige Marktparameter vor Bekanntgabe des Übernahmeangebots berücksichtigt werden, insbesondere Dividendenerwartungen und implizite Volatilitäten.]
- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.
- (4) Ein "**Weiteres Störungsereignis**" liegt vor, wenn
- (a) die Berechnungsstelle feststellt, dass (i) aufgrund der am oder nach dem Emissionstag erfolgten Verabschiedung oder Änderung von anwendbaren Gesetzen oder Verordnungen (einschließlich von Steuergesetzen), oder (ii) aufgrund der am oder nach dem Emissionstag erfolgten Verkündung oder der Änderung der Auslegung von anwendbaren Gesetzen oder Verordnungen durch die zuständigen Gerichte, Schiedsstellen oder Aufsichtsbehörden (einschließlich Maßnahmen von Steuerbehörden), (x) es für sie rechtswidrig oder undurchführbar geworden ist oder werden wird, die jeweiligen Aktien zu halten, zu erwerben oder zu veräußern oder (y) ihr wesentlich höhere direkte oder indirekte Kosten bei der Erfüllung ihrer Verpflichtungen aus den Wertpapieren bzw.

situation of the Issuer); or

- (b) the Calculation Agent determines that it is unable, even after making economically reasonable efforts, (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) to realize or forward the proceeds of these transactions; or
- (c) the Calculation Agent determines that it has incurred or will incur significantly higher taxes, dues, expenses, or fees (however, no brokerage fees), in order to (i) to enter into, maintain, or close down transactions, which it considers necessary in order to hedge its risk from the assumption and fulfilment of its obligations under the Securities, or (ii) to realize or forward the proceeds of these transactions, and such expenses may also include increased borrowing costs resulting from the illiquidity of a Basket Constituent, which had previously been sold short.]

verbundener  
Absicherungsmaßnahmen  
(beispielsweise aufgrund einer erhöhten Steuerpflicht, geringerer Steuervorteile oder anderer negativer Auswirkungen auf die Steuersituation der Emittentin) entstanden sind oder entstehen werden; oder

- (b) die Berechnungsstelle feststellt, dass sie auch nach Aufwendung zumutbarer wirtschaftlicher Bemühungen nicht in der Lage ist, (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die sie als notwendig erachtet, um ihr Risiko aus der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern, oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten; oder
- (c) die Berechnungsstelle feststellt, dass ihr wesentlich höhere Steuern, Abgaben, Aufwendungen oder Gebühren (jedoch keine Vermittlungsgebühren) entstanden sind oder entstehen werden, um (i) Geschäfte abzuschließen, beizubehalten oder aufzulösen, die die Emittentin für notwendig erachtet, um ihr Risiko der Übernahme und Erfüllung ihrer Verpflichtungen aus den Wertpapieren abzusichern oder (ii) die Erlöse dieser Geschäfte zu realisieren oder weiterzuleiten, wobei solche Aufwendungen auch erhöhte Leihgebühren sein können, die sich aus der Angebotsknappheit eines Korbbestandteils, der zuvor leer verkauft worden ist, ergeben.]

[in the case of currency exchange rates as underlying, insert:

[im Fall von Währungs-Wechselkursen als Basiswert einfügen:

Section 8  
Market Disruptions

§ 8  
Marktstörungen

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and publish it in accordance with Section 6 (Notices) of the General Conditions.

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen.

(2) **"Market Disruption Event"** means

(2) **"Marktstörungsereignis"** bedeutet

(i) the suspension of or failure to announce a price of the Underlying, which is relevant for the Securities, at the Reference Market or any other institution that is suitable pursuant to the Terms and Conditions; or

(i) die Suspendierung oder das Ausbleiben der Bekanntgabe eines für die Wertpapiere maßgeblichen Kurses des Basiswerts an dem Referenzmarkt oder einer anderen nach diesen Zertifikatsbedingungen geeigneten Stelle; oder

(ii) the suspension or a material restriction of banking transactions in the Relevant Country; or

(ii) die Suspendierung oder eine wesentliche Einschränkung der Bankgeschäfte in dem Maßgeblichen Land; oder

(iii) the suspension or a material restriction of trading

(iii) die Suspendierung oder eine wesentliche Einschränkung des Handels

(a) in a currency used in connection with the Underlying on the Reference Market;

(a) in einer im Zusammenhang mit dem Basiswert verwendeten Währung an dem Referenzmarkt;

(b) in futures or option contracts in respect to a currency used in connection with the Underlying on a Related Exchange where such contracts are usually traded;

(b) in Termin- oder Optionskontrakten auf eine im Zusammenhang mit dem Basiswert verwendeten Währung an einer Terminbörse, an der solche Kontrakte üblicherweise gehandelt werden;

(c) due to the order of a public authority or of the Reference Market or due to a moratorium for banking transactions in the country in which the Reference Market is domiciled; or

(c) aufgrund einer Anordnung einer Behörde oder des Referenzmarkts bzw. aufgrund eines Moratoriums für Bankgeschäfte in dem Land, in dem der Referenzmarkt ansässig ist; oder

(d) due to other

(d) aufgrund sonstiger

	circumstances that are comparable to the aforementioned circumstances; or		Umstände, die mit den oben genannten Umständen vergleichbar sind; oder
(iv)	public or other governmental measures in the Relevant Country or their announcement, through which the Issuer is negatively affected in its ability to enter into or hold transactions in a currency used in connection with the Underlying; or	(iv)	hoheitliche oder sonstige staatliche Maßnahmen in dem Maßgeblichen Land bzw. deren Ankündigung, durch die die Emittentin in ihren Möglichkeiten beeinträchtigt wird, Geschäfte in einer im Zusammenhang mit dem Basiswert verwendeten Währung abzuschließen oder zu halten; oder
(v)	the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency or currency pairs constituting the Underlying (including options or futures contracts) and/or the restriction of the convertibility of the currencies or currency pairs and/or the economical impossibility to obtain a conversion rate for the currencies; or	(v)	die Suspendierung oder Einschränkung des Devisenhandels in mindestens einer der Währungen der den Basiswert bildenden Währung bzw. Währungs-Wechselkurspaares (eingeschlossen Options- oder Terminkontrakte) bzw. die Einschränkung der Konvertierbarkeit der Währungen dieses Währungs-Wechselkurspaares bzw. die wirtschaftliche Unmöglichkeit, einen Währungs-Wechselkurs für die Währungen zu erhalten; oder
[(vi)]	in the case that the determination of the currency pair constituting the Underlying by way of a cross rate calculation, the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency pairs used for the cross rate calculation (including options or futures contracts) and/or the restriction of the convertibility of the currencies or currency pairs and/or the economical impossibility to obtain a conversion rate for the currencies; or]	[(vi)]	im Fall einer Überkreuzberechnung zur Ermittlung des den Basiswert bildenden Währungs-Wechselkurspaares die Suspendierung oder Einschränkung des Devisenhandels in mindestens einer der Währungen der für die Überkreuzberechnung herangezogenen Währungs-Wechselkurspaares (eingeschlossen Options- oder Terminkontrakte) bzw. die Einschränkung der Konvertierbarkeit der Währungen dieses Währungs-Wechselkurspaares bzw. die wirtschaftliche Unmöglichkeit, einen Währungs-Wechselkurs für die jeweiligen Währungen zu erhalten; oder]
[(vii)]	the occurrence of an event, which would make it impossible for the Issuer to exchange a currency used in connection with the Underlying into the currency in which the Securities are repaid, or any other event that makes it	[(vii)]	das Eintreten eines Ereignisses, das es der Emittentin unmöglich machen würde, eine im Zusammenhang mit dem Basiswert verwendete Währung in die Währung, in der die Rückzahlung der Wertpapiere

impossible for the Issuer to exchange currencies relevant for the Securities or transfer them into a currency used in connection with the Underlying; or

[(viii)] the occurrence of an event, which according to the determination by the Calculation Agent disrupts or negatively affects the general capability of market participants:

(a) to determine market values for a currency used in connection with the Underlying; or

(b) to carry out transactions with futures or option contracts in respect to a currency used in connection with the Underlying on a Related Exchange, where such contracts are usually traded, or to determine market values for such contracts there; or

[(ix)] other events different from the before mentioned events the consequences of which, however, are economically comparable to those of the before mentioned events.

A reduction of the regular trading hours or a restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change of the regular trading hours of the Reference Market, which was announced at least one hour prior to the actual end of the regular trading hours at the Reference Market. A trading restriction imposed during the course of a day due to price movements, which exceed certain limits, is considered a Market Disruption Event only, if this restriction continues until the end of the trading hours on that particular day.

**"Relevant Country"** for purposes of this provision means in respect to the

erfolgt, umzutauschen, oder ein sonstiges Ereignis, dass es der Emittentin unmöglich macht, für die Wertpapiere relevante Währungen umzutauschen oder eine im Zusammenhang mit dem Basiswert verwendete Währung zu transferieren; oder

[(viii)] das Eintreten eines Ereignisses, das nach Feststellung durch die Berechnungsstelle die allgemeine Fähigkeit der Marktteilnehmer stört oder beeinträchtigt:

(a) Marktwerte für eine im Zusammenhang mit dem Basiswert verwendete Währung zu ermitteln; oder

(b) Transaktionen mit Termin- oder Optionskontrakten auf eine im Zusammenhang mit dem Basiswert verwendete Währung an einer Terminbörse zu tätigen, an der solche Kontrakte üblicherweise gehandelt werden, oder dort Marktwerte für solche Kontrakte zu ermitteln; oder

[(ix)] andere als die vorstehend bezeichneten Ereignisse, die jedoch in ihren Auswirkungen den genannten Ereignissen wirtschaftlich vergleichbar sind.

Eine Verkürzung der regulären Handelszeiten oder eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer Änderung der regulären Handelszeiten des Referenzmarkts beruht, die mindestens eine Stunde vor dem tatsächlichen Ende der regulären Handelszeiten an dem Referenzmarkt angekündigt worden ist. Eine im Laufe eines Tages auferlegte Beschränkung im Handel aufgrund von Preisbewegungen, die bestimmte vorgegebene Grenzen überschreiten, gilt nur dann als Marktstörungsereignis, wenn diese Beschränkung bis zum Ende der Handelszeit an dem betreffenden Tag fort dauert.

**"Maßgebliches Land"** im Sinne dieser Vorschrift bezeichnet in Bezug auf den

Underlying both (a) a country (or an administrative or regulatory agency thereof), in which the currency used with the Underlying [or the currency pairs constituting the Underlying] [is][are] legal tender or official currency, and (b) a country (or an administrative or regulatory agency thereof), to which a currency used in connection with the Underlying has a material relationship according to the reasonable discretion of the Calculation Agent.

Basiswert (a) ein Land (oder eine Verwaltungs- oder Aufsichtsbehörde desselben), in dem die mit dem Basiswert verwendete Wahrung [bzw. die den Basiswert bildenden Wahrungs-Wechselkurspaare] gesetzliches Zahlungsmittel oder offizielle Wahrung [ist][sind], als auch (b) ein Land (oder eine Verwaltungs- oder Aufsichtsbehörde desselben), zu dem eine im Zusammenhang mit dem Basiswert verwendete Wahrung nach billigem Ermessen der Berechnungsstelle in einer wesentlichen Beziehung steht.

### Section 9

#### Underlying; Underlying Price; Successor Currency; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the currency exchange rate specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to the Underlying Price specified in Table 2 in the Annex to the Issue Specific Conditions, which corresponds to the value expressed in the Reference Currency for one unit of the Base Currency specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Base Currency**") at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**") and shown on the Screen Page specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Screen Page**") or any page replacing it. If the Screen Page should not be available on the stated date or if the Underlying Price [or a Underlying Price component] is not shown, the Underlying Price or the Underlying Price component corresponds to the Underlying Price [or to the Underlying Price component, as determined by the Calculation Agent based on the corresponding page of another financial information service]. If the Underlying Price [or a Underlying Price component] should not or no longer be shown in one of the ways referred to above, the Calculation Agent has the right to determine an Underlying Price in its reasonable discretion based on the market conditions applicable at that time and taking into account the market situation existing at that time. The "**Reference Currency**" corresponds to

### § 9

#### Basiswert; Kursreferenz; Nachfolge-Wahrung; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Wahrungs-Wechselkurs.
- (2) Die "**Kursreferenz**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz, die dem in der Referenzwahrung ausgedruckten Gegenwert fur eine Einheit der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Handelswahrung (die "**Handelswahrung**") entspricht, wie sie auf Basis des an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt und auf der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Bildschirmseite (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfugung stehen oder wird die Kursreferenz [bzw. eine Kursreferenzkomponente] nicht angezeigt, entspricht die Kursreferenz bzw. die Kursreferenzkomponente der Kursreferenz [bzw. der Kursreferenzkomponente, wie sie von der Berechnungsstelle auf Basis der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes festgestellt wird]. Sollte die Kursreferenz [bzw. eine Kursreferenzkomponente] nicht oder nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die

the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. [The "**Observation Price**" of the Underlying corresponds to the [mean prices (arithmetic mean between the respective quoted bid and offer price pairs)][bid prices][ask prices] for the Underlying offered at the Reference Market continuously published on the Screen Page relevant for the Reference Market (the "**Barrier Observation Price Screen Page**"), as determined by the Calculation Agent in its reasonable discretion][insert other relevant Observation Price: •.] "**Calculation Dates**" are dates on which prices for the Underlying are usually calculated by the Reference Market and published on the Screen Page relevant for the Reference Market. ["**Calculation Hours**" is the period during a Calculation Date, when prices for the Underlying are usually calculated at the Reference Market and published on the Screen Page relevant for the Reference Market.]

Berechnungsstelle berechtigt, als Kursreferenz eine auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelte Kursreferenz festzulegen. Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung. [Der "**Beobachtungskurs**" des Basiswerts entspricht den [von der Berechnungsstelle nach billigem Ermessen festgestellten, an dem Referenzmarkt angebotenen und auf der für den Referenzmarkt maßgeblichen Bildschirmseite (die "**Bildschirmseite für die Beobachtung des Kurses**") fortlaufend veröffentlichten [Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)] [Ankaufspreisen] [Verkaufspreisen] für den Basiswert][anderen Beobachtungskurs einfügen: •.] "**Berechnungstage**" sind Tage, an denen Kurse für den Basiswert von dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen Kurse für den Basiswert an dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden.]

- (3) Changes to the nature and manner in which the Underlying Price or other pursuant to these Terms and Conditions authoritative rates or prices for the Underlying is calculated, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Securities Right is to be used as a basis for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.
- (4) If a currency used in connection with the Underlying is replaced in its function as legal tender of the country or jurisdiction

- (3) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (4) Wird eine im Zusammenhang mit dem Basiswert verwendete Währung in ihrer Funktion als gesetzliches Zahlungsmittel

or of the countries or jurisdictions, which support the public authority, institution, or other entity, which issues this currency, with a different currency or is merged with a different currency into a common currency, the affected currency shall be replaced for purposes of these Conditions with the other or common currency, if applicable, after making corresponding adjustments in accordance with the above paragraph (the "**Successor Currency**"). The Successor Currency as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

In this case, each reference contained in these Terms and Conditions to the affected currency will, from the date and time of any such adjustment, be deemed a reference to the Successor Currency, if the context permits.

- (5) If (i) the Underlying Price or other prices relevant pursuant to these Terms and Conditions for the Underlying is no longer calculated and published at the Reference Market or if (ii) the Underlying provided by the Reference Market may no longer be used as a consequence of new regulatory provisions or if (iii) the methodology of determining or calculating the Underlying Price at the Reference Market or other prices relevant pursuant to these Terms and Conditions for the Underlying has materially changed and such change results in the Underlying Price, as calculated in accordance with the new methodology at the Reference Market, no longer adequately representing the (original) Underlying Price (as defined in Section 9 (2) of the Issue Specific Conditions), the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Securities Right pursuant to paragraph (3) accordingly, a different person, company, or institution, which the Calculation Agent considers acceptable in its reasonable discretion (the "**Substitute Reference Market**"). In such case, the Cash Amount shall be calculated based on the corresponding price calculated and published at the Substitute Reference Market for the Underlying. Furthermore, any reference contained in these Conditions to the Reference Market is deemed, if the context permits it, a

des Landes oder der Rechtsordnung bzw. der Länder oder Rechtsordnungen, welche die Behörde, Institution oder sonstige Körperschaft unterhalten, die diese Währung ausgibt, durch eine andere Währung ersetzt oder mit einer anderen Währung zu einer gemeinsamen Währung verschmolzen, so wird die betroffene Währung für die Zwecke dieser Zertifikatsbedingungen durch die andere bzw. gemeinsame Währung, gegebenenfalls unter Vornahme entsprechender Anpassungen nach dem vorstehenden Absatz, ersetzt (die "**Nachfolge-Währung**"). Die Nachfolge-Währung sowie der Zeitpunkt ihrer erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

In diesem Fall gilt jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf die betroffene Währung, sofern es der Zusammenhang erlaubt, als Bezugnahme auf die Nachfolge-Währung.

- (5) Wird (i) die Kursreferenz oder andere nach diesen Zertifikatsbedingungen für den Basiswert maßgebliche Kurse nicht mehr am Referenzmarkt berechnet oder veröffentlicht oder (ii) darf der von dem Referenzmarkt bereitgestellte Basiswert aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden oder (iii) falls sich die Methodik zur Ermittlung oder Berechnung der Kursreferenz am Referenzmarkt oder anderer nach diesen Zertifikatsbedingungen für den Basiswert maßgeblichen Kurse wesentlich ändert und dies dazu führt, dass die an dem Referenzmarkt gemäß der neuen Methodik berechnete Kursreferenz die (ursprüngliche) Kursreferenz (wie in § 9 (2) der Emissionsbezogenen Bedingungen definiert) nicht mehr angemessen repräsentiert, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Wertpapierrechts gemäß Absatz (3), eine andere Person, Gesellschaft oder Institution fest, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**"). In diesem Fall wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten entsprechenden Kurses für den Basiswert berechnet. Ferner gilt dann jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der



reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.

Section 10  
Extraordinary Termination

- (1) If according to the reasonable discretion of the Calculation Agent, a determination of the Underlying Price in accordance with the provisions in Section 9 of the Issue Specific Conditions is not possible for any reasons whatsoever, the Issuer has the right, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Securities held by him (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.
- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of

Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

§ 10  
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Ermittlung der Kursreferenz, aus welchen Gründen auch immer, nach den Bestimmungen in § 9 der Emissionsbezogenen Bedingungen nicht möglich, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags außerordentlich zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass die Ermittlung der Kursreferenz unmöglich wurde, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass die Ermittlung der Kursreferenz unmöglich wird, nach Maßgabe dieser Bestimmungen, [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.
- (2) Die Emittentin wird bis zu dem [fünften][•] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-

the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 6 (2) of the Issue Specific Conditions is deemed to be issued automatically.

- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.]

System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.

- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of interest rates as underlying, insert<sup>4</sup>:] [im Fall von Zinssätzen als Basiswert einfügen<sup>4</sup>:

Section 8  
Market Disruptions  
(intentionally left blank)

§ 8  
Marktstörungen  
(entfällt)

Section 9  
Underlying; Underlying Price; Substitute Interest Rate; Substitute Screen Page; Adjustments

§ 9  
Basiswert; Kursreferenz; Ersatzzinssatz; Ersatzbildschirmseite; Anpassungen

(1) The "**Underlying**" corresponds to the Interest Rate specified as the Underlying in Table 2 in the Annex to the Issue Specific Conditions.

(2) The "**Underlying Price**" corresponds to the rate *per annum* for the Underlying published on the Screen Page on a Calculation Date at or about the Relevant Time. ["**Calculation Dates**" are dates on which the Underlying is usually calculated and published on the Screen Page. "**Calculation Hours**" is the period on a Calculation Date, during which the Underlying is usually calculated and published on the Screen Page.] "**Screen Page**" is the page specified in Table 2 in the Annex to the Issue Specific Conditions of the "**Information Service Provider**" specified in Table 2 in the Annex to the Issue Specific Conditions or any successor screen page of the aforementioned information service provider or a screen of another recognised information service, which is determined by the Issuer in its reasonable discretion. "**Relevant Time**" is the Relevant Time specified in Table 2 in the Annex to the Issue Specific Conditions. If the Calculation Agent cannot determine the Underlying Price as aforementioned, because the Screen Page is not published, or if the Calculation Agent cannot make such determination for any

(1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Zinssatz.

(2) Die "**Kursreferenz**" entspricht dem zur Maßgeblichen Zeit (oder zeitnah dazu) an einem Berechnungstag für den Basiswert auf der Bildschirmseite veröffentlichten Zinssatz (*per annum*). ["**Berechnungstage**" sind Tage, an denen der Basiswert üblicherweise berechnet und auf der Bildschirmseite veröffentlicht wird. "**Berechnungsstunden**" ist der Zeitraum an einem Berechnungstag, an denen der Basiswert üblicherweise berechnet und auf der Bildschirmseite veröffentlicht wird.] "**Bildschirmseite**" ist die in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für den Basiswert angegebene Seite des in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen "**Wirtschaftsinformationsdienstes**" oder eine diese ersetzende Bildschirmseite oder einer entsprechenden Bildschirmseite eines anderen anerkannten Wirtschaftsinformationsdienst, die von der Emittentin nach billigem Ermessen bestimmt wird. "**Maßgebliche Zeit**" ist die in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen für

<sup>4</sup> Not applicable for Product No. 7: Factor Certificates.

<sup>4</sup> Nicht anwendbar für Produkt Nr. 7: Faktor Zertifikate.

other reason, then the Underlying Price for the respective Calculation Period shall be the arithmetic mean [(rounded, if necessary, to the nearest one thousandth of a percentage point, 0.0005 being rounded upwards)] [(rounded, if necessary, to the nearest one hundred thousandth of a percentage point, 0.000005 being rounded upwards)][●] determined by the Calculation Agent of the interest rates which five reference banks selected by the Calculation Agent in conjunction with the Issuer (the "**Reference Banks**"), quote to prime banks at or about the Relevant Time for deposits in the Reference Currency for such Calculation Period. Should two or more of the Reference Banks provide an interest rate, the arithmetic mean shall be calculated as described above on the basis of the interest rates supplied. If less than two Reference Banks provide an interest rate, then the Reference Interest Rate for the respective Calculation Period shall be determined by the Calculation Agent in its reasonable discretion.

(3) If (i) the Underlying Price of the Underlying is no longer published on the Screen Page or if (ii) the Underlying may no longer be used as a consequence of new regulatory provisions or if (iii) the methodology of determining or calculating the Underlying Price at the Reference Market or other prices relevant pursuant to these Terms and Conditions for the Underlying has materially changed and such change results in the Underlying Price, as calculated in accordance with the new methodology at the Reference Market, no longer adequately representing the (original) Underlying Price (as defined in Section 9 (2) of the Issue Specific Conditions), the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Securities Right pursuant to paragraph (4) accordingly, a different page, which the Calculation Agent in its

(3) Wird (i) die Kursreferenz des Basiswerts nicht mehr auf der Bildschirmseite berechnet oder (ii) darf der Basiswert aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden oder (iii) falls sich die Methodik zur Ermittlung oder Berechnung der Kurzreferenz am Referenzmarkt oder anderer nach diesen Zertifikatsbedingungen für den Basiswert maßgeblichen Kurse wesentlich ändert und dies dazu führt, dass die an dem Referenzmarkt gemäß der neuen Methodik berechnete Kursreferenz die (ursprüngliche) Kursreferenz (wie in § 9 (2) der Emissionsbezogenen Bedingungen definiert) nicht mehr angemessen repräsentiert, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Wertpapierrechts gemäß Absatz (4), eine andere Seite fest, die die

den Basiswert angegebene Maßgebliche Zeit. Sollte die Berechnungsstelle die Kursreferenz wie oben beschrieben nicht mehr feststellen können, weil die angegebene Bildschirmseite nicht veröffentlicht wird, oder sollte die Berechnungsstelle diese Feststellung aus sonstigen Gründen nicht treffen können, entspricht die Kursreferenz für die jeweilige Berechnungsperiode dem arithmetischen Mittel [(falls erforderlich aufgerundet auf das nächste tausendstel eines Prozentpunktes, wobei ab 0,0005 aufgerundet wird)] [(falls erforderlich aufgerundet auf das nächste hunderttausendstel eines Prozentpunktes, wobei ab 0,000005 aufgerundet wird)][●], welches von der Berechnungsstelle anhand von Zinssätzen, die fünf von der Berechnungsstelle gemeinsam mit der Emittentin ausgewählte Referenzbanken (die "**Referenzbanken**") gegenüber führenden Banken zur Maßgeblichen Zeit (oder zeitnah dazu) für Einlagen in der Referenzwährung für diese Berechnungsperiode angeben, festgelegt wird. Für den Fall, dass zwei oder mehr der Referenzbanken einen Zinssatz zur Verfügung gestellt haben, wird das arithmetische Mittel wie oben beschrieben anhand der von diesen Referenzbanken zur Verfügung gestellten Zinssätze bestimmt. Für den Fall, dass weniger als zwei der Referenzbanken einen Zinssatz zur Verfügung stellen, wird der Referenzzinssatz von der Berechnungsstelle nach billigem Ermessen festgestellt.

reasonable discretion considers suitable (the "**Substitute Screen Page**"). In such case, the Underlying Price will be calculated based on the corresponding rates for the Underlying published on the Substitute Screen Page. Furthermore, each reference contained in these Terms and Conditions to the Screen Page is deemed, if the context permits it, a reference to the Substitute Screen Page. The replacement of the Screen Page is announced in accordance with Section 6 (Notices) of the General Conditions.

- (4) Changes to the nature and manner of the calculation of the Underlying Price or other pursuant to these Terms and Conditions relevant rates or prices for the Underlying, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Securities Right is to be used as a basis for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

#### Section 10 Extraordinary Termination

- (1) If according to the reasonable discretion of the Calculation Agent, a determination of the Underlying Price in accordance with the provisions in Section 9 of the Issue Specific Conditions is not possible for any reasons whatsoever, the Issuer has the right, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month

Berechnungsstelle nach billigem Ermessen für geeignet hält (die "**Ersatzbildschirmseite**"). In diesem Fall wird die Kursreferenz auf der Grundlage der auf der Ersatzbildschirmseite veröffentlichten entsprechenden Kurse für den Basiswert berechnet. Ferner gilt dann jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf die Bildschirmseite, sofern es der Zusammenhang erlaubt, als Bezugnahme auf die Ersatzbildschirmseite. Die Ersetzung der Bildschirmseite wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (4) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

#### § 10 Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Ermittlung der Kursreferenz, aus welchen Gründen auch immer, nach den Bestimmungen in § 9 der Emissionsbezogenen Bedingungen nicht möglich, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu

after the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Security held by him (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the occurrence of the event, which causes a determination of the Underlying Price to be impossible in accordance with these provisions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration set out in Section 6 (2) of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees or other charges, which are payable by the Security Holder, as aforesaid.]

führt, dass nach Maßgabe dieser Bestimmungen eine Festlegung der Kursreferenz nicht möglich ist, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen eine Festlegung der Kursreferenz nicht möglich ist, [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of commodities as underlying, insert:

[im Fall von Rohstoffen als Basiswert einfügen:

Section 8  
Market Disruptions

§ 8  
Marktstörungen

(1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.

(1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.

(2) "**Market Disruption Event**" means

- (i) the suspension of material restriction of trading on the Reference Market in general; or
- (ii) the suspension or material restriction of trading or of the price fixing in respect to the Underlying on the Reference Market; or
- (iii) the suspension or material restriction of trading in a futures or option contract in respect to the Underlying on a Related Exchange, where futures or option contracts in respect to the Underlying are traded (the "**Related Exchange**"); or
- (iv) the material change of the price fixing method or trading conditions in respect to the Underlying at the Reference Market (e.g. in the quality, the quantity, or the Reference Currency in respect to the Underlying).

(2) "**Marktstörungsereignis**" bedeutet

- (i) die Suspendierung oder wesentliche Einschränkung des Handels an dem Referenzmarkt allgemein; oder
- (ii) die Suspendierung oder wesentliche Einschränkung des Handels bzw. der Preisfeststellung bezogen auf den Basiswert am Referenzmarkt; oder
- (iii) Die Suspendierung oder wesentliche Einschränkung des Handels in einem Futures- oder Optionskontrakt in Bezug auf den Basiswert an einer Terminbörse, an der Futures- oder Optionskontrakte in Bezug auf den Basiswert gehandelt werden (die "**Terminbörse**"); oder
- (iv) die wesentliche Veränderung in der Methode der Preisfeststellung bzw. in den Handelsbedingungen in Bezug auf den Basiswert am Referenzmarkt (z.B. in der Beschaffenheit, der Menge oder der Referenzwährung in Bezug auf den Basiswert).

A change of the trading hours at the Reference Market is not considered a

Eine Veränderung der Handelszeit am Referenzmarkt gilt nicht als

Market Disruption Event, if the change is announced in advance at the Reference Market.

Marktstörungsereignis, sofern die Veränderung am Referenzmarkt vorher angekündigt wird.

#### Section 9

##### Underlying; Underlying Price; Substitute Reference Market; Adjustments

- (1) The "**Underlying**" corresponds to the commodity specified as Underlying in Table 2 in the Annex to the Issue Specific Conditions.
- (2) The "**Underlying Price**" corresponds to the Underlying Price expressed in the Reference Currency and specified in Table 2 in the Annex to the Issue Specific Conditions, which is determined at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**") and shown on the Screen Page specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Screen Page**") or any page replacing it. If the Screen Page should not be available on the stated date or if the Underlying Price is not shown, the Underlying Price corresponds to the Underlying Price, as it is shown on the corresponding page of another financial information service. If the Underlying Price should no longer be shown in one of the aforementioned manners, the Calculation Agent has the right to determine as Underlying Price a Underlying Price determined in its reasonable discretion based on the market conditions applicable at that time and taking into account the market situation existing at that time. [The "**Observation Price**" of the Underlying corresponds to [the mean prices (arithmetic mean between the respective quoted bid and offer price pairs)][ bid prices][ask prices] for the Underlying, as determined by the Calculation Agent in its reasonable discretion, offered by the Reference Market, and continuously published on the relevant Screen Page for the Reference Market (the "**Barrier Observation Price Screen Page**")][*insert other relevant Observation Price: ●*] expressed in the Reference Currency.] The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions. "**Calculation Dates**" are dates on which prices for the Underlying are usually calculated by the Reference Market and published on the Screen Page. ["**Calculation Hours**" is the period

#### § 9

##### Basiswert; Kursreferenz; Ersatzreferenzmarkt; Anpassungen

- (1) Der "**Basiswert**" entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen als Basiswert angegebenen Rohstoff.
- (2) Die "**Kursreferenz**" entspricht der in der Referenzwährung ausgedrückten und in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz, die an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") festgestellt und auf der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Bildschirmseite (die "**Bildschirmseite**") oder einer diese ersetzenden Seite angezeigt wird. Sollte die Bildschirmseite an dem angegebenen Tag nicht zur Verfügung stehen oder wird die Kursreferenz nicht angezeigt, entspricht die Kursreferenz der Kursreferenz, wie sie auf der entsprechenden Seite eines anderen Wirtschaftsinformationsdienstes angezeigt wird. Sollte die Kursreferenz nicht mehr in einer der vorgenannten Arten angezeigt werden, ist die Berechnungsstelle berechtigt, als Kursreferenz eine auf der Basis der dann geltenden Marktusancen und unter Berücksichtigung der dann herrschenden Marktgegebenheiten nach billigem Ermessen ermittelte Kursreferenz festzulegen. [Der "**Beobachtungskurs**" des Basiswerts entspricht den von der Berechnungsstelle nach billigem Ermessen festgestellten, von dem Referenzmarkt angebotenen und auf der für den Referenzmarkt maßgeblichen Bildschirmseite (die "**Bildschirmseite für die Beobachtung des Kurses**") fortlaufend veröffentlichten [Mittelkursen (arithmetisches Mittel zwischen den jeweils quotierten An- und Verkaufspreispaaren)] [Ankaufspreisen] [Verkaufspreisen]][*anderen Beobachtungskurs einfügen: ●*], ausgedrückt in der Referenzwährung.] Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.



during Calculation Date, when prices for the Underlying are usually calculated at the Reference Market and published on the Screen Page relevant for the Reference Market.]

(3) If (i) the Underlying Price or other prices relevant pursuant to these Terms and Conditions for the Underlying are no longer calculated and published at the Reference Market or if (ii) the Underlying provided by the Reference Market may no longer be used as a consequence of new regulatory provisions or if (iii) the methodology of determining or calculating the Underlying Price at the Reference Market or other prices relevant pursuant to these Terms and Conditions for the Underlying has materially changed and such change results in the Underlying Price, as calculated in accordance with the new methodology at the Reference Market, no longer adequately representing the (original) Underlying Price (as defined in Section 9 (2) of the Issue Specific Conditions), the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Securities Right pursuant to paragraph (5) accordingly, a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers suitable (the "**Substitute Reference Market**"). In such case, the Cash Amount will be calculated based on the corresponding price for the Underlying calculated and published at the Substitute Reference Market. Furthermore, each reference contained in these Terms and Conditions to the Reference Market is deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.

(4) If the Calculation Agent becomes aware of the occurrence of a Change of Law, the Calculation Agent has the right to make changes or adjustments to the Terms and Conditions in its reasonable discretion, which are necessary so that the performance under the Securities is

"**Berechnungstage**" sind Tage, an denen Kurse für den Basiswert von dem Referenzmarkt üblicherweise berechnet und auf der Bildschirmseite veröffentlicht werden. ["**Berechnungsstunden**" ist der Zeitraum innerhalb eines Berechnungstages, an denen Kurse für den Basiswert an dem Referenzmarkt üblicherweise berechnet und auf der für den Referenzmarkt maßgeblichen Bildschirmseite veröffentlicht werden.]

(3) Wird (i) die Kursreferenz oder andere nach diesen Zertifikatsbedingungen relevante Kurse für den Basiswert nicht mehr am Referenzmarkt berechnet oder veröffentlicht oder (ii) darf der von dem Referenzmarkt bereitgestellte Basiswert aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden oder (iii) falls sich die Methodik zur Ermittlung oder Berechnung der Kursreferenz am Referenzmarkt oder anderer nach diesen Zertifikatsbedingungen für den Basiswert maßgeblichen Kurse wesentlich ändert und dies dazu führt, dass die an dem Referenzmarkt gemäß der neuen Methodik berechnete Kursreferenz die (ursprüngliche) Kursreferenz (wie in § 9 (2) der Emissionsbezogenen Bedingungen definiert) nicht mehr angemessen repräsentiert, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Wertpapierrechts gemäß Absatz (5), eine andere Person, Gesellschaft oder Institution fest, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**"). In diesem Fall wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten entsprechenden Kurses für den Basiswert berechnet. Ferner gilt dann jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(4) Sofern die Berechnungsstelle Kenntnis über den Eintritt einer Gesetzesänderung erlangt, ist die Berechnungsstelle berechtigt, nach billigem Ermessen Änderungen oder Anpassungen der Zertifikatsbedingungen vorzunehmen, die erforderlich sind, damit die Erfüllung der

not unlawful or impracticable according to the applicable law. Such changes or adjustments shall be carried out in a way so that the economic terms of the Securities prior to such changes or adjustments are preserved to the extent possible.

**"Change of Law"** in the sense of this paragraph (4) means

- (i) the adoption or change of applicable laws (including tax laws), regulations, or orders occurring or announced after the Issue Date, or
- (ii) the change, cancellation, new interpretation, or promulgation of an interpretation of an applicable law or of an applicable regulation or of any other rule or order by a competent court of law, competent court of arbitration, or a competent supervisory, self-regulating, legislative, or judicial authority (including measures taken by exchanges or trading systems supervised by tax authorities or public authorities) occurring or planned on or after the Issue Date,

if the Calculation Agent determines in its reasonable discretion that as consequence (a) the possession, acquisition, or the disposal of the Underlying has become unlawful or (b) the Calculation Agent incurs significantly higher costs for the fulfilment of its obligations under the Securities (for example due to increased tax obligations, reduced tax benefits, or other negative effects on the tax position).

- (5) Changes to the nature and manner of the calculation of the Underlying Price or of the Initial Price or other pursuant to these Terms and Conditions relevant rates or prices for the Underlying, including the change of the Calculation Dates and Calculation Hours relevant for the Underlying, authorize the Calculation

Leistungen unter den Wertpapieren nicht nach dem anwendbaren Recht rechtswidrig oder undurchführbar sind. Solche Änderungen oder Anpassungen sind auf eine Art und Weise vorzunehmen, dass soweit wie möglich die wirtschaftlichen Bedingungen der Wertpapiere vor solchen Änderungen oder Anpassungen aufrechterhalten werden.

**"Gesetzesänderung"** im Sinne dieses Absatzes (4) bezeichnet

- (i) die am oder nach dem Emissionstag erfolgte oder angekündigte Verabschiedung oder Änderung von anwendbaren Gesetzen (einschließlich Steuergesetzen), Verordnungen oder Anordnungen oder
- (ii) die am oder nach dem Emissionstag erfolgte oder geplante Änderung, Aufhebung, Neuauslegung oder Verkündung einer Auslegung eines anwendbaren Gesetzes bzw. einer anwendbaren Verordnung oder einer sonstigen Regelung oder Anordnung durch ein zuständiges Gericht, ein zuständiges Schiedsgericht oder eine zuständige aufsichtsrechtliche, selbstregulierende, gesetzgebende oder gerichtliche Behörde (einschließlich der von Steuerbehörden oder von Behörden überwachten Börsen oder Handelssystemen ergriffenen Maßnahmen),

sofern die Berechnungsstelle nach billigem Ermessen feststellt, dass dadurch (a) der Besitz, Erwerb oder die Veräußerung des Basiswerts rechtswidrig geworden ist bzw. (b) der Berechnungsstelle wesentlich höhere Kosten für die Erfüllung ihrer Verpflichtungen aus den Wertpapieren entstehen (beispielsweise durch erhöhte Steuerpflichten, geminderte steuerliche Vergünstigungen oder sonstige negative Auswirkungen auf die Steuerposition).

- (5) Veränderungen in der Art und Weise der Berechnung der Kursreferenz bzw. des Anfangskurses bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und

Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines the date, taking into account the time of the change, when the adjusted Securities Right is to be used as a basis for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

Section 10  
Extraordinary Termination

- (1) If according to the reasonable discretion of the Calculation Agent, an adjustment of the Securities Right or the determination of a Substitute Reference Market for the Underlying or the change or adjustment of the Terms and Conditions in the case of a Change of Law (Section 9 (4) of the Issue Specific Conditions) is no longer possible for any reasons whatsoever, the Issuer has the right, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes the Securities Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Securities held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the occurrence of the event, which causes the Securities Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter*

Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

§ 10  
Außerordentliche Kündigung

- (1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Wertpapierrechts oder die Festlegung eines Ersatzreferenzmarkts für den Basiswert bzw. die Änderung oder Anpassung der Zertifikatsbedingungen im Fall einer Gesetzesänderung (§ 9 (4) der Emissionsbezogenen Bedingungen), aus welchen Gründen auch immer, nicht möglich, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, [unter Berücksichtigung des verbleibenden

*alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration referred to in Section 6 (2) of the Issue Specific Conditions is deemed to be issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees, or other charges, which are payable by the Security Holder, as aforesaid.]

Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

[in the case of futures contracts as underlying, insert:

Section 8  
Market Disruptions

- (1) If a Market Disruption Event (paragraph (2)) exists on the Final Valuation Date, then the Final Valuation Date will be postponed to the next following Calculation Date on which a Market Disruption Event no longer exists. If the Final Valuation Date has been postponed by [five (5)][●] consecutive Calculation Dates in accordance with the provisions of this paragraph and if a Market Disruption Event still exists on that [fifth][●] date, such date shall be deemed to be the Final Valuation Date and the Calculation Agent shall determine the Underlying Price in its reasonable discretion taking into account the market situation existing on the Final Valuation Date and announce it in accordance with Section 6 (Notices) of the General Conditions.
- (2) **"Market Disruption Event"** means
- (i) the suspension or restriction of trading or of the price fixing in respect to the Underlying at the Reference Market; or
  - (ii) the suspension or restriction of trading on the Reference Market in general; or
  - (iii) the material change of the price fixing method or of the trading conditions in respect to the relevant Futures Contract at the Reference Market (e.g. in the quality, the quantity, or the Reference Currency in respect to the Underlying of the Futures Contract).

A restriction of the hours or number of days on which trading occurs is not considered a Market Disruption Event, if the restriction is due to a change by the Reference Market that is announced in advance.

[im Fall von Futures Kontrakten als Basiswert einfügen:

§ 8  
Marktstörungen

- (1) Wenn an dem Finalen Bewertungstag ein Marktstörungsereignis (Absatz (2)) vorliegt, dann wird der Finale Bewertungstag auf den nächstfolgenden Berechnungstag, an dem kein Marktstörungsereignis mehr vorliegt, verschoben. Wenn der Finale Bewertungstag aufgrund der Bestimmungen dieses Absatzes um [fünf (5)][●] hintereinanderliegende Berechnungstage verschoben worden ist und auch an diesem [fünften][●] Tag das Marktstörungsereignis fortbesteht, dann gilt dieser Tag als der Finale Bewertungstag, wobei die Berechnungsstelle die Kursreferenz nach billigem Ermessen unter Berücksichtigung der an dem Finalen Bewertungstag herrschenden Marktgegebenheiten bestimmen und gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekanntmachen wird.
- (2) **"Marktstörungsereignis"** bedeutet
- (i) die Suspendierung oder Einschränkung des Handels bzw. der Preisstellung bezogen auf den Basiswert an dem Referenzmarkt; oder
  - (ii) die Suspendierung oder Einschränkung des Handels an dem Referenzmarkt allgemein; oder
  - (iii) die wesentliche Veränderung in der Methode der Preisfeststellung bzw. in den Handelsbedingungen in Bezug auf den jeweiligen Futures Kontrakt am Referenzmarkt (z.B. in der Beschaffenheit, der Menge oder der Referenzwährung in Bezug auf den Basiswert des Futures Kontrakts).

Eine Beschränkung der Stunden oder Anzahl der Tage, an denen ein Handel stattfindet, gilt nicht als Marktstörungsereignis, sofern die Einschränkung auf einer vorher angekündigten Änderung des betreffenden Referenzmarkts beruht.

Section 9

Underlying; Underlying Price; Substitute  
Reference Market; Adjustments

- (1) The "**Underlying**" [at the Initial Reference Date specified in Table 1 in the Annex to the Issue Specific Conditions] corresponds to the Futures Contract specified in Table 2 in the Annex to the Issue Specific Conditions [with the [Initial] Expiration Date specified in Table 2 in the Annex to the Issue Specific Conditions].
- (2) The "**Underlying Price**" corresponds to the [[last] [●]price of the [[Current] Underlying (paragraph ([●]))] [Daily Settlement Price (the "**Settlement Price**")][Underlying Price of the [Current] Underlying specified in Table 2 in the Annex to the Issue Specific Conditions][ expressed in the Reference Currency], which is calculated and published at the Reference Market specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Reference Market**").][The "**Observation Price**" of the [Current] Underlying corresponds to [the prices continuously determined and published for the [Current] Underlying at the Reference Market on Calculation Dates [during the Calculation Hours][*insert other relevant Observation Price: ●*][ expressed in the Reference Currency].] [The "**Reference Currency**" corresponds to the Reference Currency specified in Table 2 in the Annex to the Issue Specific Conditions.] ["**Calculation Date**" is each date on which a Underlying Price of the Underlying is determined at the Reference Market.] ["**Calculation Dates**" are dates on which the Reference Market is open for trading according to schedule and on which according to the Calculation Agent's assessment none of the following events occurs: (i) a material restriction, discontinuation, or interruption of trading in the Underlying, which, on a day on which such an event occurs or on a subsequent day on which it continues, results in the Reference Market, where the Underlying is traded, not being able to provide a [Settlement Price][Underlying Price] for this Contract; (ii) [the Settlement Price][the Underlying Price] for the Underlying constitutes a "Limit Price", which means that the closing price for the Underlying has increased or decreased on a day compared to the previous day by the permitted maximum amount of the

§ 9

Basiswert; Kursreferenz; Ersatzreferenzmarkt;  
Anpassungen

- (1) Der "**Basiswert**" am [in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen festgelegten Anfänglichen Referenztag] entspricht dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Futures Kontrakt [mit dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen [Anfänglichen] Verfalltermin].
- (2) Die "**Kursreferenz**" entspricht [dem] [in der Referenzwährung ausgedrückten [[letzten] [●]kurs des [Aktuellen] Basiswerts (Absatz ([●]))] [Daily Settlement Price (der "**Settlement Price**")][der [in der Referenzwährung ausgedrückten] in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Kursreferenz des [Aktuellen] Basiswerts], [der][die] an dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzmarkt (der "**Referenzmarkt**") berechnet und veröffentlicht wird.] [Der "**Beobachtungskurs**" des [Aktuellen] Basiswerts entspricht [den an dem Referenzmarkt an Berechnungstagen [während den Berechnungstagen] für den [Aktuellen] Basiswert fortlaufend festgestellten und veröffentlichten Kursen][*anderen Beobachtungskurs einfügen: ●*][ ausgedrückt in der Referenzwährung].] [Die "**Referenzwährung**" entspricht der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Referenzwährung.] ["**Berechnungstag**" ist jeder Tag, an dem am Referenzmarkt eine Kursreferenz des Basiswerts festgestellt wird.] ["**Berechnungstage**" sind Tage, an denen der Referenzmarkt planmäßig für den Handel geöffnet ist und an denen nach Einschätzung der Berechnungsstelle keines der nachfolgenden Ereignisse eintritt: (i) eine wesentliche Einschränkung, Einstellung oder Unterbrechung des Handels im Basiswert, die an einem Tag, an dem ein solches Ereignis eintritt oder an einem Folgetag, an dem dieses fortbesteht, dazu führt, dass der Referenzmarkt, an denen der Basiswert gehandelt wird, nicht in der Lage ist, [einen Settlement Price][eine Kursreferenz] für diesen Kontrakt zu

closing price of the previous day according to the rules of the Reference Market; or (iii) the Reference Market is unable to announce or publish [the Settlement Price][the Underlying Price].] ["**Calculation Hours**" is the period [within a Calculation Date when the [Current] Underlying is usually traded on the Reference Market][•].]

- (3) If (i) the Underlying Price for the [Current] Underlying is no longer calculated and published at the Reference Market or if (ii) the [Current] Underlying provided by the Reference Market may no longer be used as a consequence of new regulatory provisions or if (iii) the methodology of determining or calculating the Underlying Price at the Reference Market or other prices relevant pursuant to these Terms and Conditions for the [Current] Underlying has materially changed and such change results in the Underlying Price, as calculated in accordance with the new methodology at the Reference Market, no longer adequately representing the (original) Underlying Price (as defined in Section 9 (2) of the Issue Specific Conditions), the Calculation Agent shall determine in its reasonable discretion, if necessary by adjusting the Securities Right pursuant to paragraph [(5)][(9)][(11)] accordingly, a different person, company, or institution, which the Calculation Agent in its reasonable discretion considers suitable (the "**Substitute Reference Market**"). In such case, the Cash Amount will be calculated based on the [•] price of the [Current] Underlying calculated and published at the Substitute Reference Market. Furthermore, each reference contained in these Terms and Conditions to the Reference Market is then deemed, if the context permits it, a reference to the Substitute Reference Market. The replacement of the Reference Market is announced in accordance with Section 6 (Notices) of the General Conditions.

stellen; (ii) [der Settlement Price][die Kursreferenz] für den Basiswert einen "Limit Price" darstellt, was bedeutet, dass der Schlusskurs für den Basiswert an einem Tag gegenüber dem Vortag gemäß den Regeln des Referenzmarkts um den zulässigen Maximalbetrag des Schlusskurses des vorhergehenden Tages gestiegen oder gefallen ist; oder (iii) der Referenzmarkt nicht in der Lage ist, [den Settlement Price][die Kursreferenz] bekannt zu machen oder zu veröffentlichen.] ["**Berechnungsstunden**" ist der Zeitraum [innerhalb eines Berechnungstags, an denen der [Aktuelle] Basiswert an dem Referenzmarkt üblicherweise gehandelt wird][•].]

- (3) Wird (i) die Kursreferenz für den [Aktuellen] Basiswert nicht mehr an dem Referenzmarkt berechnet oder veröffentlicht oder (ii) darf der von dem Referenzmarkt bereitgestellte [Aktuelle] Basiswert aufgrund neuer gesetzlicher Vorgaben nicht mehr verwendet werden oder (iii) falls sich die Methodik zur Ermittlung oder Berechnung der Kursreferenz am Referenzmarkt oder anderer nach diesen Zertifikatsbedingungen für den [Aktuellen] Basiswert maßgeblichen Kurse wesentlich ändert und dies dazu führt, dass die an dem Referenzmarkt gemäß der neuen Methodik berechnete Kursreferenz die (ursprüngliche) Kursreferenz (wie in § 9 (2) der Emissionsbezogenen Bedingungen definiert) nicht mehr angemessen repräsentiert, legt die Berechnungsstelle nach billigem Ermessen, gegebenenfalls unter entsprechender Anpassung des Wertpapierrechts gemäß Absatz [(5)][(9)][(11)], eine andere Person, Gesellschaft oder Institution fest, die die Berechnungsstelle nach billigem Ermessen für geeignet hält (der "**Ersatzreferenzmarkt**"). In diesem Fall wird der Auszahlungsbetrag auf der Grundlage des an dem Ersatzreferenzmarkt berechneten und veröffentlichten [•] Kurses des [Aktuellen] Basiswerts berechnet. Ferner gilt dann jede in diesen Zertifikatsbedingungen enthaltene Bezugnahme auf den Referenzmarkt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Ersatzreferenzmarkt. Die Ersetzung des Referenzmarkts wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

[if Rollover is applicable, insert:

(4) The Current Underlying is subsequently replaced on each Rollover Date (paragraph (5)) with the Futures Contract with the Expiration Date specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Rollover**"), which lies nearest to the respective next Relevant [Expiration Months][Months] specified in Table 2 in the Annex to the Issue Specific Conditions (the "**Relevant [Expiration Months][Months]**"). If according to the reasonable discretion of the Calculation Agent, no Futures Contract with contract characteristics equal to those of the Current Underlying to be replaced should exist at that time, Section 9 (1) of the Issue Specific Conditions shall apply accordingly. The Calculation Agent furthermore has the right to adjust the Relevant [Expiration Months][Months] in case of a change of the authoritative rules of the Reference Market concerning [Expiration Dates][●]. Any such adjustment is announced in accordance with Section 6 (Notices) of the General Conditions.

(5) The "**Rollover Date**" corresponds in each case [to the Rollover Date specified in Table 2 in the Annex to the Issue Specific Conditions][a Calculation Date determined by the Calculation Agent in its reasonable discretion prior to the [Expiration Date][●] that is relevant for the Current Underlying, however, at the earliest to the [●] Calculation Date prior to the [Expiration Date][●] that is relevant for the Current Underlying]. If according to the reasonable discretion of the Calculation Agent, insufficient liquidity in the Underlying or a comparable unusual market situation should exist on a Rollover Date at the Reference Market, the Calculation Agent has the right to determine a different Calculation Date as the Rollover Date. The Calculation Agent furthermore has the right, through an announcement in accordance with Section 6 (Notices) of the General Conditions stating the calendar day on which the change becomes effective and subject to a prior notice period of at least one month, to determine a Rollover Date differing from Table 2 in the Annex to the Issue Specific Conditions in its reasonable discretion. This is particularly

[sofern Rollover anwendbar ist, einfügen:

(4) Der Aktuelle Basiswert wird nachfolgend an jedem Rollovertag (Absatz (5)) durch den in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Futures Kontrakt mit dem Verfalltermin ersetzt (der "**Rollover**"), der in dem jeweils zeitlich nächsten der in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen maßgeblichen [Verfallsmonate][Monate] (die "**Maßgeblichen [Verfallsmonate][Monate]**") liegt. Sollte zu diesem Zeitpunkt nach billigem Ermessen der Berechnungsstelle kein Futures Kontrakt existieren, dessen zugrunde liegenden Bedingungen oder maßgeblichen Kontrakteigenschaften mit denen des Aktuellen Basiswerts übereinstimmen, gilt § 9 (1) der Emissionsbezogenen Bedingungen entsprechend. Die Berechnungsstelle ist ferner berechtigt, die maßgeblichen [Verfallsmonate][Monate] bei einer Änderung der für den Referenzmarkt hinsichtlich der [Verfallstermine][●] maßgeblichen Regularien anzupassen. Eine solche Anpassung wird gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

(5) Der "**Rollovertag**" entspricht jeweils [dem in der Tabelle 2 im Annex der Emissionsbezogenen Bedingungen angegebenen Rollovertag][einem von der Berechnungsstelle nach billigem Ermessen bestimmten Berechnungstag vor dem für den Aktuellen Basiswert maßgeblichen [Verfalltermin][●], frühestens aber dem [●]. Berechnungstag vor dem für den Aktuellen Basiswert maßgeblichen [Verfalltermin][●]]. Sollte an einem Rollovertag nach billigem Ermessen der Berechnungsstelle am Referenzmarkt mangelnde Liquidität im Basiswert oder eine vergleichbare ungewöhnliche Marktsituation bestehen, ist die Berechnungsstelle berechtigt, einen anderen Berechnungstag als Rollovertag festzulegen. Die Berechnungsstelle ist ferner berechtigt, durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Änderung wirksam wird, und unter Wahrung einer Frist von mindestens einem Monat einen von Tabelle 2 im Annex der Emissionsbezogenen Bedingungen abweichenden Rollovertag nach billigem Ermessen festzulegen. Dies gilt



the case when the rules affecting the determination of the Rollover Date are changed at the Reference Market.

insbesondere dann, wenn an dem Referenzmarkt die Regularien, die Einfluss auf die Festlegung des Rollovertags haben, geändert werden.

[In case of Product No. 1, 2, 3, 4, 5 and 6, insert:

[Im Fall von Produkt Nr. 1, 2, 3, 4, 5 und 6 einfügen:

- (6) The Current Multiplier will be adjusted on the Rollover Date by dividing the Roll Over Price for the Current Underlying on the Rollover Date ("**Roll Over Price<sub>old</sub>**") minus the transaction fee ("**TF**") by the Roll Over Price for the Current Underlying after the Rollover Date ("**Roll Over Price<sub>new</sub>**") plus the Transaction Fee and the result multiplied by the old Multiplier ("**Multiplier<sub>old</sub>**"). The adjusted Multiplier ("**Multiplier<sub>new</sub>**") is thus calculated as follows:

- (6) Das Aktuelle Bezugsverhältnis wird am Rollovertag angepasst, indem der Rolloverkurs für den am Rollovertag Aktuellen Basiswert ("**Rolloverkurs<sub>alt</sub>**") abzüglich der Transaktionsgebühr ("**TG**") durch den Rolloverkurs für den nach dem Rollovertag Aktuellen Basiswert ("**Rolloverkurs<sub>neu</sub>**") zuzüglich der Transaktionsgebühr dividiert und dieses Ergebnis mit dem alten Bezugsverhältnis ("**Bezugsverhältnis<sub>alt</sub>**") multipliziert wird. Das angepasste Bezugsverhältnis ("**Bezugsverhältnis<sub>neu</sub>**") berechnet sich demnach wie folgt:

$$\text{Multiplier}_{\text{new}} = \text{Multiplier}_{\text{old}} \times ((\text{Roll Over Price}_{\text{old}} - \text{TF}) / (\text{Roll Over Price}_{\text{new}} + \text{TF}))$$

$$\text{Bezugsverhältnis}_{\text{neu}} = \text{Bezugsverhältnis}_{\text{alt}} \times ((\text{Rolloverkurs}_{\text{alt}} - \text{TG}) / (\text{Rolloverkurs}_{\text{neu}} + \text{TG}))$$

The adjusted Multiplier will be commercially rounded to [two][●] decimal places, as the case may be.

Das angepasste Bezugsverhältnis wird gegebenenfalls auf [zwei][●] Nachkommastellen kaufmännisch gerundet.

- (7) The "**Roll Over Price**" is calculated and determined by the Calculation Agent in its reasonable discretion based on the Roll Over Underlying Prices (as defined below) during the last [three (3)][●] scheduled trading hours prior to the time when the Underlying Price is usually calculated at the Reference Market. The Calculation Agent has the right in each case to adjust the relevant time window for the calculation and determination of the Roll Over Price for all Futures Contracts in its reasonable discretion (for example, if the trading hours at the Reference Market change) through an announcement in accordance with Section 6 (Notices) of the General Conditions stating the calendar day on which the change becomes effective and subject to a prior notice period of at least one month, and the time window will not exceed [three (3)][●] hours in the case of such an adjustment. The "**Roll Over Underlying Prices**" correspond to the prices for the Underlying (including the official closing price) determined and published on the Rollover Date at the Reference Market. The "**Transaction Fee**" is determined by the Calculation Agent based on the Transaction Fee specified in Table 1 in the Annex to the

- (7) Der "**Rolloverkurs**" wird von der Berechnungsstelle nach billigem Ermessen auf Grundlage der Rollover Kursreferenzen (wie nachfolgend definiert) während der letzten [drei (3)][●] vorgesehenen Handelsstunden vor dem Zeitpunkt, an dem die Kursreferenz üblicherweise an dem Referenzmarkt berechnet wird, ermittelt und festgestellt. Die Berechnungsstelle ist jeweils berechtigt, durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe des Kalendertags, zu dem die Änderung wirksam wird, und unter Wahrung einer Frist von mindestens einem Monat für alle Futures Kontrakte das für die Ermittlung und Feststellung des Rolloverkurses maßgebliche Zeitfenster nach billigem Ermessen anzupassen (beispielsweise im Falle einer Änderung der Handelszeiten an dem Referenzmarkt), wobei das Zeitfenster im Fall einer solchen Anpassung [drei (3)][●] Stunden nicht überschreiten wird. Die "**Rollover Kursreferenzen**" entsprechen den am Referenzmarkt am Rollovertag festgestellten und veröffentlichten Kursen für den Basiswert (einschließlich des offiziellen Schlusskurses). Die "**Transaktionsgebühr**" wird von der

Issue Specific Conditions for one unit of the Underlying in the Reference Currency and the number of units of the Underlying required for implementing the Rollover. The Transaction Fee initially corresponds to the initial transaction fee specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Initial Transaction Fee**"). The Calculation Agent is entitled to determine the Transaction Fee up to the level of the maximum transaction fee specified in Table 1 in the Annex to the Issue Specific Conditions (the "**Maximum Transaction Fee**"). The adjustment of the Transaction Fee and the day on which the adjustment becomes effective are published in accordance with Section 6 (Notices) of the General Conditions.]

Berechnungsstelle auf Grundlage der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen für eine Einheit des Basiswerts in der Referenzwährung festgelegten Transaktionsgebühr und der für die Durchführung des Rollover notwendigen Anzahl der Einheiten des Basiswerts ermittelt. Die Transaktionsgebühr entspricht anfänglich der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Anfänglichen Transaktionsgebühr (die "**Anfängliche Transaktionsgebühr**"). Die Berechnungsstelle ist berechtigt, die Transaktionsgebühr bis zur Höhe der in der Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegebenen Maximalen Transaktionsgebühr (die "**Maximale Transaktionsgebühr**") festzulegen. Die Anpassung der Transaktionsgebühr und der Tag des Wirksamwerdens der Anpassung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.]

[(6)][(8)] Each reference in these Terms and Conditions to the Underlying at the respective stated point in time "**Current Underlying**" is deemed a reference to the Underlying with the Expiration Date that is relevant after implementing all Rollovers from the [Initial Reference Date][●] until the stated point in time pursuant to the above rules.

[(6)][(8)] Jede Bezugnahme in diesen Zertifikatsbedingungen auf den zu dem jeweils angegebenen Zeitpunkt "**Aktuellen Basiswert**" gilt als Bezugnahme auf den Basiswert mit dem nach Durchführung aller Rollover vom [Anfänglichen Referenztag][●] bis zu dem am angegebenen Zeitpunkt gemäß den vorstehenden Regelungen maßgeblichen Verfalltermin.

[(7)][(9)] If the Final Valuation Date in the sense of these Terms and Conditions falls on a Rollover Date pursuant to the above definition, the Cash Amount (Section 2 (1) of the Issue Specific Conditions) shall be determined based on the [Roll Over Price][*In case of Product No. 7, insert: Performance in Percent of the Underlying (Section 2 (4) of the Issue Specific Conditions)*] for the Current Underlying on the Rollover Date prior to the Rollover [and based on the Current Multiplier pursuant to paragraph (6) on the Rollover Date prior to the adjustment].]

[(7)][(9)] Fällt der Finale Bewertungstag im Sinne dieser Zertifikatsbedingungen auf einen Rollovertag gemäß der vorstehenden Definition, wird der Auszahlungsbetrag (§ 2 (1) der Emissionsbezogenen Bedingungen) auf Grundlage [des Rolloverkurses][*Im Fall von Produkt Nr. 7 einfügen: der Prozentualen Wertentwicklung des Basiswerts (§ 2(4) der Emissionsbezogenen Bedingungen)*] für den am Rollovertag vor dem Rollover Aktuellen Basiswert [und auf Grundlage des am Rollovertag vor der Anpassung gültigen Aktuellen Bezugsverhältnisses gemäß Absatz (6)] ermittelt.]

[(4)][(8)][(10)] In case of changes of conditions and/or relevant Contract characteristics underlying the Underlying as well as in the case of a replacement of the Underlying with another Futures Contract determined and exchange-listed by the Reference Market and, if applicable, also

[(4)][(8)][(10)] Bei Veränderungen der dem Basiswert zugrunde liegenden Bedingungen und/oder maßgeblichen Kontrakteigenschaften sowie im Fall der Ersetzung des Basiswerts durch einen anderen von dem Referenzmarkt bestimmten und börsennotierten,

modified [●] (the "**Successor Value**"), the Calculation Agent reserves the right to replace the Underlying, if applicable, multiplied, if necessary, with an adjustment factor, in order to ensure the continuity of the development of the reference value(s) underlying the Securities. The replacement of the Underlying with the Successor Value, if applicable, with additional changes to these Terms and Conditions, occurs in the reasonable discretion of the Calculation Agent. The replacement with a Successor Value, the then effective, if applicable, changed Securities Right (together with the inclusion of an adjustment factor, if any), as well as the time when the replacement becomes effective are published in accordance with Section 6 (Notices) of the General Conditions.

gegebenenfalls auch modifizierten [●] Futures Kontrakt (der "**Nachfolgewert**"), behält sich die Berechnungsstelle das Recht vor, den Basiswert zu ersetzen, gegebenenfalls multipliziert, falls erforderlich, mit einem Bereinigungsfaktor, um die Kontinuität der Entwicklung der den Wertpapieren zugrunde liegenden Bezugsgröße(n) sicherzustellen. Die Ersetzung des Basiswerts durch den Nachfolgewert, gegebenenfalls unter weiteren Änderungen dieser Zertifikatsbedingungen, erfolgt nach billigem Ermessen der Berechnungsstelle. Die Ersetzung durch einen Nachfolgewert, das dann geltende, gegebenenfalls geänderte Wertpapierrecht (einschließlich der etwaigen Aufnahme eines Bereinigungsfaktors) sowie der Zeitpunkt der Wirksamkeit der Ersetzung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

[(5)][(9)][(11)] Changes to the nature and manner of the calculation of the Underlying Price [or of the Initial Price] or other pursuant to these Terms and Conditions authoritative rates or prices for the Underlying, including the change of the Calculation Dates and Calculation Hours authoritative for the Underlying, authorize the Calculation Agent to adjust the Securities Right accordingly in its reasonable discretion. The Calculation Agent determines, taking into account the time of the change, the date on which the adjusted Securities Right is to be applied for the first time. The adjusted Securities Right as well as the time of its first application will be published in accordance with Section 6 (Notices) of the General Conditions.

[(5)][(9)][(11)] Veränderungen in der Art und Weise der Berechnung der Kursreferenz [bzw. des Anfangskurses] bzw. anderer gemäß diesen Zertifikatsbedingungen maßgeblicher Kurse oder Preise für den Basiswert, einschließlich der Veränderung der für den Basiswert maßgeblichen Berechnungstage und Berechnungsstunden berechtigen die Berechnungsstelle, das Wertpapierrecht nach billigem Ermessen entsprechend anzupassen. Die Berechnungsstelle bestimmt unter Berücksichtigung des Zeitpunkts der Veränderung den Tag, zu dem das angepasste Wertpapierrecht erstmals zugrunde zu legen ist. Das angepasste Wertpapierrecht sowie der Zeitpunkt seiner erstmaligen Anwendung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

#### Section 10 Extraordinary Termination

(1) If according to the reasonable discretion of the Calculation Agent an adjustment of the Securities Right, the determination of a Substitute Reference Market, is no longer possible for any reasons whatsoever, the Issuer has the right, to terminate the Securities extraordinarily through an announcement in accordance with Section 6 (Notices) of the General Conditions, stating the Termination

#### § 10 Außerordentliche Kündigung

(1) Ist nach billigem Ermessen der Berechnungsstelle eine Anpassung des Wertpapierrechts, die Festlegung eines Ersatzreferenzmarkts oder eines Nachfolgewerts, aus welchen Gründen auch immer, nicht möglich, so ist die Emittentin berechtigt, die Wertpapiere außerordentlich durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen unter Angabe

Amount defined below. The termination becomes effective on the day of the announcement in accordance with Section 6 (Notices) of the General Conditions or on the date specified in the announcement in accordance with Section 6 (Notices) of the General Conditions (the "**Termination Date**"). The termination must occur within one month after the occurrence of the event, which causes the Securities Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions. In the case of a termination, the Issuer shall pay an amount to each Security Holder in respect to each Security held by it (the "**Termination Amount**"), which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Security immediately prior to the occurrence of the event, which causes the Securities Right having to be adjusted or a Substitute Reference Market having to be determined in accordance with these provisions[, taking into account the remaining time value]. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also take the probability of default of the Issuer based on the credit spreads quoted on the market or on the yields of Bonds of the Issuer that are traded with sufficient liquidity at the time of determining the Termination Amount into account.

- (2) The Issuer will cause the transfer of the Termination Amount to the Clearing System (Section 2 (1) of the General Conditions) for credit to the accounts of the depositors of the Securities with the Clearing System by the [fifth (5th)][●] Business Day after the Termination Date. In the case of an extraordinary termination pursuant to paragraph (1), the declaration referred to in Section 6 (2) of the Issue Specific Conditions is deemed issued automatically.
- (3) All taxes, fees or other charges arising in connection with the payment of the Termination Amount shall be borne and paid by the Security Holder. The Issuer or the Paying Agent has the right to withhold from the Termination Amount any taxes, fees, or other charges, which are payable

des nachstehend definierten Kündigungsbetrags zu kündigen. Die Kündigung wird an dem Tag der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bzw. zu dem in der Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bestimmten Tag wirksam (der "**Kündigungstermin**"). Die Kündigung hat innerhalb von einem Monat nach Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, zu erfolgen. Im Fall einer Kündigung zahlt die Emittentin an jeden Wertpapierinhaber bezüglich jedes von ihm gehaltenen Wertpapiers einen Betrag (der "**Kündigungsbetrag**"), der von der Berechnungsstelle nach billigem Ermessen als angemessener Marktpreis eines Wertpapiers unmittelbar vor Eintritt des Ereignisses, das dazu führt, dass nach Maßgabe dieser Bestimmungen das Wertpapierrecht angepasst oder ein Ersatzreferenzmarkt festgelegt werden muss, [unter Berücksichtigung des verbleibenden Zeitwerts] festgelegt wird. Bei der Bestimmung des Kündigungsbetrags kann die Berechnungsstelle unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin anhand der am Markt quotierten *Credit Spreads* oder der Renditen hinreichend liquide gehandelter Anleihen der Emittentin zum Zeitpunkt der Bestimmung des Kündigungsbetrags berücksichtigen.

- (2) Die Emittentin wird bis zu dem [fünften][●] Bankgeschäftstag nach dem Kündigungstermin die Überweisung des Kündigungsbetrags an das Clearing-System (§ 2 (1) der Allgemeinen Bedingungen) zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bei dem Clearing-System veranlassen. Im Fall einer außerordentlichen Kündigung gemäß Absatz (1) gilt die in [§ 6 (2)] [§ 4 (3)(a)(iv)] der Emissionsbezogenen Bedingungen erwähnte Erklärung als automatisch abgegeben.
- (3) Alle im Zusammenhang mit der Zahlung des Kündigungsbetrags anfallenden Steuern, Gebühren oder anderen Abgaben sind von dem Wertpapierinhaber zu tragen und zu zahlen. Die Emittentin bzw. die Zahlstelle ist berechtigt, von dem Kündigungsbetrag etwaige Steuern, Gebühren oder sonstige Abgaben

by the Security Holder, as aforesaid]

einzubehalten, die von dem Wertpapierinhaber gemäß vorstehendem Satz zu zahlen sind.]

## 4.2 General Conditions

### General Conditions

#### Section 1 Status

The Securities constitute direct, unsecured and unsubordinated obligations of the Issuer, which rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for those obligations that have priority according to mandatory law.

#### Section 2 Clearing System; Form

- (1) The Securities shall be represented entirely by a global note pursuant to para. 24 lit b of the Austrian Depository Act, Federal Law Gazette No. 424/1969 as amended, which was signed by or on behalf of the Issuer (the "**Global Note**").

The Global Note shall be deposited with OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Vienna, Austria (the "**Securities Depository**") for the clearing system OeKB CSD GmbH, Am Hof 4, A-1010 Vienna, Austria, and/or the Issuer and/or any other agreed depository for any other clearing system (the "**Clearing System**").

The Securities shall be transferable in accordance with applicable laws and regulations.

- (2) No single Securities will be issued. The Issuer shall not be liable to issue definitive securities, save where mandatorily required by applicable statute or the regulations of the Clearing System.

#### Section 3 Calculation Agent and Paying Agent

- (1) Erste Group Bank AG, Am Belvedere 1, A-1100 Vienna, Austria is acting as calculation agent (the "**Calculation Agent**") and paying agent (the "**Paying Agent**") (each an "**Agent**", together the

### Allgemeine Bedingungen

#### § 1 Status

Die Wertpapiere begründen unmittelbare, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin und haben untereinander und mit allen sonstigen gegenwärtigen und künftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin den gleichen Rang, ausgenommen solche Verbindlichkeiten, denen aufgrund zwingender gesetzlicher Vorschriften Vorrang zukommt.

#### § 2 Clearing-System; Form

- (1) Die Wertpapiere werden zur Gänze in einer Sammelurkunde gemäß § 24 lit. b Depotgesetz, BGBl. Nr. 424/1969, in der jeweils gültigen Fassung dargestellt, welche von der oder für die Emittentin unterzeichnet wurde (die "**Sammelurkunde**").

Die Sammelurkunde wird bei der OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Wien, Österreich (die "**Verwahrstelle**") für das Clearing-System OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Wien, Österreich, und/oder der Emittentin und/oder jeder anderen vereinbarten Verwahrstelle für jedes andere Clearing-System (das "**Clearing-System**") hinterlegt.

Die Wertpapiere sind gemäß den anwendbaren Gesetzen und Regelungen übertragbar.

- (2) Es werden keine Einzelurkunden ausgegeben. Ein Anspruch auf Ausfolgung von effektiven Stücken besteht nicht, ausgenommen soweit gesetzlich oder gemäß den Regeln des Clearing-Systems zwingend vorgeschrieben.

#### § 3 Berechnungsstelle und Zahlstelle

- (1) Erste Group Bank AG, Am Belvedere 1, A-1100 Wien, Österreich ist die Berechnungsstelle (die "**Berechnungsstelle**") und die Zahlstelle (die "**Zahlstelle**") (jeweils die

"Agents"). The Issuer has the right at any time to replace an Agent with a different bank or – to the extent that permitted by law – with a financial services institution with registered seat in one of the member states of the European Union, to appoint one or several additional Agents and to revoke their appointment. The replacement, appointment, and revocation will be announced in accordance with Section 6 (Notices) of the General Conditions.

- (2) Each Agent has the right at all times to resign from its office as Agent. The resignation becomes effective only upon appointment of a different bank or – to the extent that permitted by law – a financial services institution with registered seat in one of the member states of the European Union as successor of the respective Agent. Resignation and appointment are announced in accordance with Section 6 (Notices) of these General Conditions.
- (3) Each Agent acts exclusively as vicarious agent of the Issuer and has no duties whatsoever towards the Security Holders.
- (4) Neither the Issuer nor any Agent is required to verify the authorisation of those submitting Securities.

"Beauftragte", zusammen die "Beauftragten"). Die Emittentin ist berechtigt, jederzeit die Beauftragten durch eine andere Bank oder – soweit gesetzlich zulässig – durch ein Finanzdienstleistungsinstitut mit Sitz in einem der Mitgliedstaaten der Europäischen Union zu ersetzen, eine oder mehrere zusätzliche Beauftragte zu bestellen und deren Bestellung zu widerrufen. Ersetzung, Bestellung und Widerruf werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (2) Jede Beauftragte ist berechtigt, jederzeit ihr Amt als Beauftragte niederzulegen. Die Niederlegung wird nur wirksam mit der Bestellung einer anderen Bank oder – soweit gesetzlich zulässig – durch ein Finanzdienstleistungsinstitut mit Sitz in einem der Mitgliedstaaten der Europäischen Union zur Beauftragten durch die Emittentin. Niederlegung und Bestellung werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (3) Jede Beauftragte handelt ausschließlich als Erfüllungshelfer der Emittentin und hat keinerlei Pflichten gegenüber den Wertpapierinhabern.
- (4) Weder die Emittentin noch die Beauftragten sind verpflichtet, die Berechtigung der Einreicher von Wertpapieren zu prüfen.

#### Section 4 Further Issues; Purchases and Cancellation

- (1) The Issuer shall be entitled to issue at any time further Securities with the same conditions which may be consolidated with the Securities and which together shall form a single series of Securities, increasing their number. The term "Securities" shall in the case of such further issues include such additional Securities.
- (2) The Issuer shall be entitled to repurchase at any time Securities at and/or outside of an exchange at any price. The Issuer shall not be liable to notify the Security Holders of such repurchase. The repurchased Securities may be cancelled, held, sold or used by the Issuer in any other way.

#### § 4 Aufstockungen; Rückkauf und Entwertung

- (1) Die Emittentin ist berechtigt, jederzeit weitere Wertpapiere mit gleicher Ausstattung zu begeben, sodass sie mit den Wertpapieren zusammengefasst werden, eine einheitliche Emission mit ihnen bilden und ihre Anzahl erhöhen. Der Begriff "Wertpapier" umfasst im Fall einer solchen Aufstockung auch solche zusätzlich begebenen Wertpapiere.
- (2) Die Emittentin ist berechtigt, jederzeit Wertpapiere über die Börse oder durch außerbörsliche Geschäfte zu einem beliebigen Preis zurück zu erwerben. Die Emittentin ist nicht verpflichtet, die Wertpapierinhaber davon zu unterrichten. Die zurückerworbenen Wertpapiere können entwertet, gehalten, weiterveräußert oder von der Emittentin in anderer Weise verwendet werden.

Section 5

Binding Determinations; Amendments to Terms and Conditions; Termination in the case of errors

- (1) Determinations, calculations and other decisions of the Issuer shall, in the absence of manifest error, be binding on all involved parties.
- (2) The Issuer has the right and, if the amendment is advantageous for the Security Holder, the obligation after becoming aware of obvious spelling and calculation errors in these Terms and Conditions to amend these without the consent of the Security Holders in the Tables as contained in the Issue Specific Conditions as well as in the provisions regarding the determination of the Cash Amount. An error is obvious if it is recognizable for an investor, who has competent knowledge about the relevant type of Securities, particularly taking into account the Initial Issue Price and the other value-determining factors of the Securities. In order to determine the obviousness and the relevant understanding of a knowledgeable investor, the Issuer may involve an independent expert. Corrections to these Conditions are published in accordance with Section 6 (Notices) of these General Conditions.
- (3) The Issuer has the right to amend any contradictory provisions in these Terms and Conditions without the consent of the Security Holders. The change may only serve to clear up the contradiction and not lead to any other changes to the Terms and Conditions. Furthermore, the Issuer has the right to supplement provisions containing gaps in these Terms and Conditions without the consent of the Security Holders. The supplementation may serve only to fill the gap in the provision and may not lead to any other changes to the Terms and Conditions. Changes pursuant to sentence 1 and supplementations pursuant to sentence 3 are permitted only, if they are reasonable for the Security Holder taking into account the economic purpose of the Terms and Conditions, particularly if they do not have a material adverse effect on the interests of the Security Holders. Changes or

§ 5

Bindende Festlegungen; Korrektur der Zertifikatsbedingungen; Kündigung im Fall von Irrtümern

- (1) Festlegungen, Berechnungen oder sonstige Entscheidungen der Emittentin sind, sofern kein offensichtlicher Fehler vorliegt, für alle Beteiligten bindend.
- (2) Die Emittentin ist berechtigt, und im Fall, dass die Berichtigung für den Wertpapierinhaber vorteilhaft ist, nach Kenntniserlangung verpflichtet, in diesen Zertifikatsbedingungen ohne Zustimmung der Wertpapierinhaber offensichtliche Schreib- und Rechenfehler in den Tabellen der Emissionsbezogenen Bedingungen sowie in den Vorschriften zur Ermittlung des Auszahlungsbetrags zu berichtigen. Ein Fehler ist dann offensichtlich, wenn er für einen Anleger, der hinsichtlich der jeweiligen Art von Wertpapieren sachkundig ist, insbesondere unter Berücksichtigung des Anfänglichen Ausgabepreises und der weiteren wertbestimmenden Faktoren des Wertpapiers erkennbar ist. Zur Feststellung der Offensichtlichkeit und des für die Berichtigung maßgeblichen Verständnisses eines sachkundigen Anlegers kann die Emittentin einen Sachverständigen hinzuziehen. Berichtigungen dieser Zertifikatsbedingungen werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.
- (3) Die Emittentin ist berechtigt, in diesen Zertifikatsbedingungen ohne Zustimmung der Wertpapierinhaber widersprüchliche Bestimmungen zu ändern. Die Änderung darf nur der Auflösung des Widerspruchs dienen und keine sonstigen Änderungen der Zertifikatsbedingungen zur Folge haben. Die Emittentin ist zudem berechtigt, in diesen Zertifikatsbedingungen ohne Zustimmung der Wertpapierinhaber lückenhafte Bestimmungen zu ergänzen. Die Ergänzung darf nur der Ausfüllung der Lücke dienen und keine sonstigen Änderungen der Zertifikatsbedingungen zur Folge haben. Änderungen gemäß Satz 1 und Ergänzungen gemäß Satz 3 sind nur zulässig, sofern sie unter Berücksichtigung des wirtschaftlichen Zwecks der Zertifikatsbedingungen für den Wertpapierinhaber zumutbar sind, insbesondere wenn sie die Interessen der Wertpapierinhaber nicht wesentlich



supplementations of these Terms and Conditions are published in accordance with Section 6 (Notices) of these General Conditions.

- (4) In the case of an amendment pursuant to paragraph (2) or change or supplementation pursuant to paragraph (3), the Security Holder may terminate the Securities within four weeks after the notification of the correction or change or supplementation with immediate effect by written termination notice to the Paying Agent, if as a consequence of the correction or change or supplementation, the content or scope of the Issuer's performance obligation changes in a manner that is not foreseeable for the Security Holder and detrimental for it. The Issuer will inform the Security Holder in the notification pursuant to paragraph (2) or paragraph (3) about the potential termination right including the election right of the Security Holder regarding the Termination Amount. Termination date for purposes of this paragraph (4) (the "**Correction Termination Date**") is the date on which the Paying Agent receives the termination notice. An effective exercise of the termination by the Security Holder requires receipt of a termination statement signed with legally-binding effect, which contains the following information: (i) name of the Security Holder, (ii) designation and number of Securities to be terminated, and (iii) designation of a suitable bank account to which the Termination Amount is to be credited.
- (5) To the extent that a correction pursuant to paragraph (2) or change or supplementation pursuant to paragraph (3) is out of the question, both the Issuer and each Security Holder may terminate the Securities, if the preconditions of a contestation in accordance with Section 871 *et seq.* Austrian General Civil Code (ABGB) exist vis-à-vis the respective Security Holders or vis-à-vis the Issuer. The Issuer may terminate the Securities in their entirety, but not partially, through a notice in accordance with Section 6 (Notices) of the General Conditions to the Security Holders; the termination must contain information about the Security Holder's

nachteilig beeinträchtigen. Änderungen bzw. Ergänzungen dieser Zertifikatsbedingungen werden gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen bekannt gemacht.

- (4) Im Fall einer Berichtigung gemäß Absatz (2) oder Änderung bzw. Ergänzung gemäß Absatz (3), kann der Wertpapierinhaber die Wertpapiere innerhalb von vier Wochen nach Bekanntgabe der Berichtigung oder Änderung bzw. Ergänzung mit sofortiger Wirkung durch schriftliche Kündigungserklärung gegenüber der Zahlstelle kündigen, sofern sich durch die Berichtigung oder Änderung bzw. Ergänzung der Inhalt oder Umfang der Leistungspflichten der Emittentin in einer für den Wertpapierinhaber nicht vorhersehbaren, für ihn nachteiligen Weise ändert. Die Emittentin wird die Wertpapierinhaber in der Bekanntmachung nach Absatz (2) bzw. Absatz (3) auf das potentielle Kündigungsrecht inklusive der Wahlmöglichkeit des Wertpapierinhabers hinsichtlich des Kündigungsbetrags hinweisen. Kündigungstermin im Sinn dieses Absatz (4) (der "**Berichtigungs-Kündigungstermin**") ist der Tag, an dem die Kündigung der Zahlstelle zugeht. Eine wirksame Ausübung der Kündigung durch den Wertpapierinhaber erfordert den Zugang einer rechtsverbindlich unterzeichneten Kündigungserklärung, welche die folgenden Angaben enthält: (i) Namen des Wertpapierinhabers, (ii) die Bezeichnung und die Anzahl der Wertpapiere, die gekündigt werden, und (iii) die Angabe eines geeigneten Bankkontos, auf das der Kündigungsbetrag gutgeschrieben werden soll.
- (5) Soweit eine Berichtigung gemäß Absatz (2) oder Änderung bzw. Ergänzung gemäß Absatz (3) nicht in Betracht kommt, können sowohl die Emittentin als auch jeder Wertpapierinhaber die Wertpapiere kündigen, wenn die Voraussetzungen für eine Anfechtung gemäß §§ 871 ff. ABGB gegenüber den jeweiligen Wertpapierinhabern bzw. gegenüber der Emittentin vorliegen. Die Emittentin kann die Wertpapiere insgesamt, jedoch nicht teilweise durch Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen gegenüber den Wertpapierinhabern kündigen; die Kündigung muss einen Hinweis auf die

election right regarding the Termination Amount. The Security Holder may terminate the Securities vis-à-vis the Issuer by the Paying Agent receiving its termination notice; regarding the content of the termination notice, the rule of paragraph (4) sentence 4 applies accordingly. The termination by a Security Holder does not have any effect vis-à-vis the other Security Holders. The Termination Date in the sense of this paragraph (5) (the "**Error Termination Date**") is, in the case of a termination by the Issuer, the date on which the respective notice to the Holders in accordance with Section 6 (Notices) of the General Conditions is made or, in the case of a termination by the Security Holder, the date on which the Paying Agent receives the termination notice. The termination must occur without undue delay after the party entitled to terminate has become aware of the cause for termination.

- (6) In the case of an effective termination pursuant to paragraph (4) or paragraph (5), the Issuer will pay a Termination Amount to the Security Holders. The termination amount (the "**Termination Amount**") corresponds to either (i) the most recently determined market price of a Security (as defined below) determined by the Calculation Agent or (ii) upon request of the Security Holder, the purchase price paid by the Security Holder when acquiring the Securities, if he documents it to the Paying Agent.

The Issuer will transfer the Termination Amount within three (3) Business Days after the Termination Date to the Clearing System for credit to the accounts of the depositors of the Securities or in the case of a termination by the Security Holder to the account stated in the termination notice. If the Security Holder demands repayment of the paid purchase price after the Termination Date, the amount of the difference, by which the purchase price exceeds the Market Price, is transferred subsequently. The rules of Section 6 of the Issue Specific Conditions concerning the payment terms apply accordingly. By payment of the Termination Amount, all rights of the Security Holders from the terminated Securities lapse. This leaves any further claims of the Security Holder for

Wahlmöglichkeit des Wertpapierinhabers hinsichtlich des Kündigungsbetrags enthalten. Der Wertpapierinhaber kann die Wertpapiere gegenüber der Emittentin kündigen, indem seine Kündigungserklärung der Zahlstelle zugeht; hinsichtlich des Inhalts der Kündigungserklärung gilt die Regelung von Absatz (4) Satz 4 entsprechend. Die Kündigung eines Wertpapierinhabers entfaltet keine Wirkung gegenüber den anderen Wertpapierinhabern. Der Kündigungstermin im Sinn dieses Absatz (5) (der "**Irrtums-Kündigungstermin**") ist im Fall der Kündigung durch die Emittentin der Tag, an dem die Bekanntmachung gemäß § 6 (Bekanntmachungen) der Allgemeinen Bedingungen erfolgt ist, bzw. im Fall der Kündigung durch den Wertpapierinhaber der Tag, an dem die Kündigungserklärung der Zahlstelle zugeht. Die Kündigung hat unverzüglich zu erfolgen, nachdem der zur Kündigung Berechtigte von dem Kündigungsgrund Kenntnis erlangt hat.

- (6) Im Falle einer wirksamen Kündigung gemäß Absatz (4) oder Absatz (5) wird die Emittentin an die Wertpapierinhaber einen Kündigungsbetrag zahlen. Der Kündigungsbetrag (der "**Kündigungsbetrag**") entspricht entweder (i) dem von der Berechnungsstelle zuletzt festgestellten Marktpreis eines Wertpapiers (wie nachstehend definiert) oder (ii) auf Verlangen des Wertpapierinhabers dem von dem Wertpapierinhaber bei Erwerb des Wertpapiers gezahlten Kaufpreis, sofern er diesen gegenüber der Zahlstelle nachweist.

Die Emittentin wird den Kündigungsbetrag innerhalb von drei (3) Bankgeschäftstagen nach dem Kündigungstermin an das Clearing-System zur Gutschrift auf die Konten der Hinterleger der Wertpapiere bzw. im Fall der Kündigung durch den Wertpapierinhaber auf das in der Kündigungserklärung angegebene Konto überweisen. Wenn der Wertpapierinhaber die Rückzahlung des gezahlten Kaufpreises nach dem Kündigungstermin verlangt, wird der Differenzbetrag, um den der Kaufpreis den Marktpreis übersteigt, nachträglich überwiesen. Die Regelungen des § 6 der Emissionsbezogenen Bedingungen hinsichtlich der Zahlungsmodalitäten gelten entsprechend. Mit Zahlung des Kündigungsbetrags erlöschen alle Rechte der Wertpapierinhaber aus den gekündigten

compensation.

If the Securities are listed on an exchange the Market Price (the "**Market Price**") of the Securities corresponds to the arithmetic mean of the cash settlement prices (*Kassakurse*), which were published on the three (3) Business Days immediately preceding the Correction Termination Date or the Error Termination Date (each a "**Termination Date**") at the Relevant Exchange as specified in Table 1 in the Annex to the Issue Specific Conditions in the Final Terms (the "**Relevant Exchange**"). If a Market Disruption Event pursuant to Section 8 of the Issue Specific Conditions occurred on any of these Business Days, the cash settlement price on that day is not taken into account when determining the arithmetic mean. If no cash settlement prices were published on all three (3) Business Days or a Market Disruption Event pursuant to Section 8 of the Issue Specific Conditions existed on all of those days, the Market Price corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Termination Date.

If the Securities are not listed on an exchange the Market Price (the "**Market Price**") of the Securities corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Correction Termination Date or the Error Termination Date (each a "**Termination Date**").

Wertpapieren. Davon unberührt bleiben alle weiteren Ansprüche des Wertpapierinhabers auf Ersatz eines etwaigen Vertrauensschadens.

Im Fall von Wertpapieren, die an einer (Börse gelistet sind, entspricht der Marktpreis (der "**Marktpreis**") der Wertpapiere dem arithmetischen Mittel der Kassakurse, die an den drei (3) Bankgeschäftstagen, die dem Berichtigungs-Kündigungstermin bzw. dem Irrtums-Kündigungstermin (jeweils ein "**Kündigungstermin**") unmittelbar vorangegangen sind, an der in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen in den Endgültigen Bedingungen festgelegten Maßgeblichen Börse (die "**Maßgebliche Börse**") veröffentlicht wurden. Falls an einem dieser Bankgeschäftstage ein Marktstörungsereignis im Sinn des § 8 der Emissionsbezogenen Bedingungen vorlag, wird der Kassakurs an diesem Tag bei der Ermittlung des arithmetischen Mittels nicht berücksichtigt. Falls an allen drei (3) Bankgeschäftstagen keine Kassakurse veröffentlicht wurden oder an allen diesen Tagen ein Marktstörungsereignis im Sinn des § 8 der Emissionsbezogenen Bedingungen vorlag, entspricht der Marktpreis einem Betrag, der von der Berechnungsstelle nach billigem Ermessen unter Berücksichtigung der an dem Bankgeschäftstag unmittelbar vor dem Kündigungstermin herrschenden Marktbedingungen bestimmt wird.

Im Fall von Wertpapieren, die nicht an einer Börse gelistet sind, entspricht der Marktpreis (der "**Marktpreis**") der Wertpapiere einem Betrag, der von der Berechnungsstelle nach billigem Ermessen unter Berücksichtigung der an dem Bankgeschäftstag unmittelbar vor dem Berichtigungs-Kündigungstermin bzw. dem Irrtums-Kündigungstermin (jeweils ein "**Kündigungstermin**") herrschenden Marktbedingungen bestimmt wird.

#### Section 6 Notices

- (1) All notices, publications and announcements concerning the Securities shall be made at the option of the Issuer at such place and such manner as specified in Table 1 in the Annex to the Issue Specific Conditions or, to the extent

#### § 6 Bekanntmachungen

- (1) Alle Bekanntmachungen, welche die Wertpapiere betreffen, erfolgen nach Wahl der Emittentin rechtsgültig an jener Stelle und auf jene Weise, die in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen angegeben sind, oder,

permitted, on the homepage of the Issuer or by written notification of the Security Holders.

- (2) Insofar as these Terms and Conditions do not provide otherwise, such notices shall be for information purposes only and shall not constitute conditions for validity.

soweit zulässig, auf der Homepage der Emittentin oder durch schriftliche Benachrichtigung der Wertpapierinhaber.

- (2) Sofern in diesen Zertifikatsbedingungen nichts anderes vorgesehen ist, dienen diese Bekanntmachungen nur zur Information und stellen keine Bedingungen für die Gültigkeit dar.

#### Section 7

##### Limitations; Governing Law; Place of Performance; Jurisdiction; Language

- (1) Claims for payment in respect of principal shall be prescribed and become void unless made within thirty years after they became due.
- (2) Form and content of the Securities as well as all rights and obligations from matters governed in the Terms and Conditions are determined in every respect by the laws of Austria.
- (3) Vienna, Austria, shall be place of performance.
- (4) To the extent permitted by mandatory law, the courts competent for Vienna, Inner City, shall have exclusive jurisdiction, provided that the Issuer shall be entitled to bring proceedings in any other competent court. The submission to the jurisdiction of the courts of Vienna shall not limit the right of any Security Holder to take proceedings in a place of consumer jurisdiction if and to the extent mandated by applicable statute.
- (5) If all or part of any provision of the Terms and Conditions should be or become ineffective, the remaining provisions will remain in effect. The ineffective provision shall be replaced with an effective provision, which resembles the economic purposes of the ineffective provision as closely as legally possible.
- (6) For the Securities, the language specified as binding in Table 1 in the Annex to the Issue Specific Conditions shall constitute the binding version of Conditions. If specified in Table 1 in the Annex to the Issue Specific Conditions in the Final Terms, the other language version shall be a non-binding translation of these Terms and Conditions.

#### § 7

##### Verjährung; Anwendbares Recht; Erfüllungsort; Gerichtsstand; Sprache

- (1) Der Anspruch auf Zahlungen aus fälligem Kapital verjährt nach dreißig Jahren ab Fälligkeit.
- (2) Form und Inhalt der Wertpapiere sowie alle Rechte und Pflichten aus den in diesen Zertifikatsbedingungen geregelten Angelegenheiten bestimmen sich in jeder Hinsicht nach österreichischem Recht.
- (3) Erfüllungsort ist Wien, Österreich.
- (4) Ausschließlicher Gerichtsstand ist, soweit rechtlich zulässig, das für Wien, Innere Stadt, zuständige Gericht, wobei sich die Emittentin jedoch vorbehält, eine Klage bei einem ansonsten zuständigen Gericht einzubringen. Die Gerichtsstandsvereinbarung beschränkt nicht das Recht eines Wertpapierinhabers, wenn und soweit durch anwendbare Gesetze angeordnet, Verfahren vor einem Verbrauchergerichtsstand anzustrengen.
- (5) Sollte eine Bestimmung dieser Zertifikatsbedingungen ganz oder teilweise unwirksam sein oder werden, so bleiben die übrigen Bestimmungen wirksam. Die unwirksame Bestimmung ist durch eine wirksame Bestimmung zu ersetzen, die den wirtschaftlichen Zwecken der unwirksamen Bestimmung so weit wie rechtlich möglich Rechnung trägt.
- (6) Für die Wertpapiere ist die in der bindenden Sprache gemäß Tabelle 1 im Annex der Emissionsbezogenen Bedingungen abgefasste Version der Bedingungen maßgeblich. Wenn in Tabelle 1 im Annex der Emissionsbezogenen Bedingungen der Endgültigen Bedingungen vorgesehen, ist die andere Sprache als unverbindliche Übersetzung dieser Zertifikatsbedingungen anzusehen.

## 5. ERSTE GROUP BANK AG

### 5.1 Introduction

Erste Group Bank AG ("**Erste Group Bank**") is registered as a joint-stock corporation (*Aktiengesellschaft*) in the Austrian companies register (*Firmenbuch*) at the Vienna commercial court (*Handelsgericht Wien*) and has the registration number FN 33209 m. Its commercial name is "Erste Group". The registered office of Erste Group Bank is Am Belvedere 1, A-1100 Vienna, Austria, and its telephone number is +43-50100-0.

The legal predecessor of Erste Group Bank was established in 1819 as an association savings bank (*Vereinssparkasse*) under the name "Verein der Ersten österreichischen Spar-Casse" and was the first savings bank in Austria. It was subsequently renamed "DIE ERSTE österreichische Spar-Casse-Bank" and transferred its banking business into a stock corporation with the name "DIE ERSTE österreichische Spar-Casse Bank Aktiengesellschaft" ("**Die Erste**") in 1993. Die Erste changed its name to "Erste Bank der oesterreichischen Sparkassen AG" in October 1997, following the merger of GiroCredit Bank Aktiengesellschaft der Sparkassen (GiroCredit) and Die Erste, which resulted in the creation of the then second largest banking group in Austria. In August 2008, the Austrian retail and small and medium sized enterprises ("**SME**") banking activities of Erste Group Bank were de-merged and continued to operate under the name Erste Bank der oesterreichischen Sparkassen AG ("**Erste Bank Oesterreich**"), while the parent company changed its name to "Erste Group Bank AG". Erste Group Bank operates as the parent company and remains the sole company of Erste Group listed on stock exchanges in the EEA.

### 5.2 Background

"**Erste Group**" consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in Slovakia, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia, and, in Austria, savings banks of the Haftungsverbund (see "*Haftungsverbund*"), s-Bausparkasse, Erste Group Immorent GmbH, and others.

Erste Group is a leading banking group focused on retail and SME customers in Austria and CEE. Erste Group offers its customers a broad range of services that, depending on the particular market, includes deposit and current account products, mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring. Erste Group is among the leading banking groups in Austria, the Czech Republic, Romania and Slovakia by assets, total loans and total deposits, and has further operations in Hungary, Croatia and Serbia. Erste Group serves approximately 16.1 million customers across Austria and its core CEE markets through a region-wide network of approximately 2,550 branches. As of 31 December 2017, Erste Group had 47,702 employees (full-time equivalents) worldwide (of which 1,880 (full-time equivalents) were employed by Erste Group Bank in Austria). Erste Group Bank is also the central institution (*Zentralinstitut*) of the Austrian Savings Banks Sector. As of 31 December 2017, Erste Group had EUR 220.7 billion in total assets.

### 5.3 Share Capital of Erste Group Bank

As of the date of this Prospectus, the total nominal share capital of Erste Group Bank amounted to EUR 859,600,000, divided into 429,800,000 no-par value voting bearer shares (ordinary shares) and remained unchanged since 31 December 2017.

Erste Group Bank's shares are listed and officially traded on the Official Market (*Amtlicher Handel*) on the Vienna Stock Exchange, on the Prague Stock Exchange and on the Bucharest Stock Exchange.

## 5.4 Business Overview

### Strategy

Erste Group aims to be the leading retail and corporate credit institution in the eastern part of the European Union, including Austria. To achieve this goal, Erste Group aims to support its retail, corporate and public-sector customers in realising their ambitions by offering financial advice and solutions, lending responsibly and providing security for deposits. Erste Group's business activities aim to continue to contribute to economic growth and financial stability and thus, to prosperity in its region.

In all of its core markets in the eastern part of the European Union, Erste Group aims to pursue a balanced business model focused on providing suitable banking services to each of its customers. In this respect, digital innovations are playing an increasingly important role. Sustainability is reflected in the credit institution's current ability to fund customer loans by customer deposits, with most customer deposits being stable retail deposits. Sustainability of Erste Group's strategy is also reflected in long-term client trust, which underpins strong market shares in almost all of Erste Group's core markets. Market leadership only creates value when it goes hand in hand with positive economies of scale and contributes to the long-term success of the company. The banking business, however, should not only be run profitably, but also reflect its corporate responsibility towards all material stakeholders, in particular customers, employees, society and the environment. Therefore, Erste Group aims to pursue banking business in a socially responsible manner and aims to earn a premium on the cost of capital.

### Long-standing tradition in customer banking

Erste Group has been active in the retail business since 1819. This is where the largest part of Erste Group's capital is tied up, where Erste Group generates most of its income and where it funds the overwhelming part of its core activities by drawing on its customers' deposits. The retail business represents Erste Group's strength and its top priority when developing products such as modern digital banking that enable Erste Group to meet its customers' expectations more effectively.

Offering understandable products and services that meet the individual needs and objectives of the credit institution customers at attractive terms is important in building and maintaining strong long-term customer relationships. Today, Erste Group serves a total of more than 16 million customers in seven core markets.

Erste Group's core activities also include advisory services and support for its corporate customers with regard to financing, investment, hedging activities and access to international capital markets. Public sector funding includes providing finance for infrastructure projects and acquiring sovereign bonds issued in the region. To meet the short-term liquidity management needs of the customer business, Erste Group also operates in the interbank market.

### Core markets in the eastern part of the European Union

When Erste Group went public as an Austrian savings bank with no meaningful foreign presence in 1997, it defined its target region as consisting of Austria and the part of CEE that had realistic prospects of joining the European Union. The aim was to benefit from the growth prospects in these countries. Against the backdrop of emerging European integration and limited potential for growth in Austria, Erste Group acquired savings banks and financial institutions in countries adjacent to Austria from the late 1990s onwards. While the financial and economic crisis has slowed the economic catching-up process across the countries of CEE, the underlying convergence trend continues unabated. This part of Europe offered and still offers the best structural and therefore long-term growth prospects.

Today, Erste Group has an extensive presence in its core markets of Austria, the Czech Republic, Slovakia, Romania, Hungary and Croatia – all of which are members of the European Union. Following significant investments in its subsidiaries, Erste Group holds considerable market positions in these countries. In Serbia, which has been assigned European Union candidate status, Erste Group maintains a minor market presence, but one that may be expanded through acquisitions or organic growth as the country makes progress towards European Union integration. In addition to its core markets, Erste Group also holds direct and indirect majority and minority banking participations in Slovenia, Montenegro, Bosnia and Herzegovina, Macedonia and Moldova.

## **Growing importance of innovation and digitalisation**

The pace of digital transformation has accelerated considerably as a result of technological changes, demographic developments and also regulatory interventions in recent years. As a result, customer behaviour and customer expectations towards financial products have also changed significantly. Erste Group is convinced that the digital banking business will continue to gain in importance and will be essential for the economic success in the long term and therefore, aims to foster digital innovation. Intra-group, interdisciplinary teams develop innovative solutions.

Erste Group's digital strategy is based on its own digital ecosystem. It aims at providing customers access to personalised products from Erste Group and also third-party suppliers through application programming interfaces ("**APIs**") in the secure IT environment of a financial platform. APIs allow a wide range of co-operations, whether with FinTechs or across industries, and can therefore help open up new markets.

The digital platform George was implemented in Austria in 2015. By year-end 2018, George will also be fully up and running in the Czech Republic, Slovakia and Romania while being rolled out successively in all of the other core markets of Erste Group. George is supplemented by the mobile application George Go. The range of digitally available products and services is constantly being expanded. Customers can activate applications of Erste Group or third parties via plug-ins and use them to manage their finances.

The omni-channel approach of Erste Group integrates the various sales and communication channels. Customers decide on how, when and where they do their banking business. Contact centers serve as interfaces between digital banking and traditional branch business. These contact centers offer advice and sales, thus going far beyond the traditional help desk function.

## **Focus on sustainability and profitability**

Earning a premium on the cost of capital is a key prerequisite for the long-term survival of any company and the creation of value for customers, investors and employees. For only a credit institution that operates in a sustainable manner – balancing the social, ecological and economic consequences of its business activities – and profitably, can achieve the following: (i) provide products and services to customers that support them in achieving their financial ambitions; (ii) deliver the foundation for share price appreciation as well as dividend and coupon payments to investors; (iii) create a stable and rewarding work environment for employees; and (iv) be a reliable contributor of tax revenues to society at large.

The Issuer's Management Board adopted a statement of purpose to reaffirm and state in more detail the purpose of Erste Group to promote and secure prosperity across the region. Building on this statement of purpose, a code of conduct defines binding rules of the day-to-day business for the employees and the members of both the Issuer's Management and Supervisory Board. At the same time, the code of conduct underlines that in pursuing its business activities, Erste Group values responsibility, respect and sustainability. The code of conduct is an important tool to preserve the reputation of Erste Group and to strengthen stakeholder confidence. Sustainability in this context means to operate the core business both in a socially and environmentally responsible manner and economically successfully.

Through a combination of stable revenues, low loan loss provisions, and cost efficiency profits can be achieved in the long term. This is helped by a strong retail-based funding profile. When growth opportunities are elusive, as they will be from time to time, or the market environment is less favourable as a result of factors including high taxation, increased regulation or low interest rates, there will be a stronger focus on cost cutting. When the operating environment improves, more time will be devoted to capturing growth in a responsible way. Irrespective of the environment, Erste Group should benefit materially from operating in the region of Europe that offers the best structural growth opportunities for some time to come.

## **Relationship with Austrian Savings Banks**

The Austrian Savings Banks Sector comprises all savings banks in Austria except for UniCredit Bank Austria AG, which is legally organised as a savings bank and participates in the savings banks deposit insurance system. The Sparkassen-Prüfungsverband, Vienna, is the statutory auditor of the savings banks.

The BWG requires savings banks to maintain with Erste Group Bank, as the central institution (*Zentralinstitut*) of the savings bank group, a specified amount of their savings deposits and other Euro

deposits (so-called "liquidity reserve"). Following a legal change, the savings banks are allowed to keep their liquidity reserves with credit institutions other than the relevant central institution.

Erste Group Bank provides a wide range of services and products to the savings banks and their customers. These services and products include syndication services, risk management advice, support in legal matters, retail mortgage, investment fund products, portfolio and asset management services, as well as securities-related services and a common IT platform and a common management reporting system.

## Haftungsverbund

In 2002, the *Haftungsverbund* was formed pursuant to the *Grundsatzvereinbarung* among the majority of the member banks in the Austrian Savings Banks Sector (so-called "Haftungsverbund 1"). The *Haftungsverbund 1*, as an integral part of the joint marketing strategy and co-operation of the Austrian Savings Banks Sector, is based on three pillars:

- A uniform business and market policy, including, inter alia, joint product development and centralisation of processing functions, a uniform risk policy (including standardised credit risk classification), coordinated liquidity management and common standards of control;
- a joint early-warning system designed to identify financial difficulties at member savings banks at an early stage, which also provides support mechanisms, including intervention in management to prevent such member savings banks from becoming insolvent; and
- a cross-guarantee for certain liabilities of member savings banks.

In 2007 and 2008, Erste Group Bank entered into further agreements, including a (first) supplementary agreement (*Zusatzvereinbarung*), with all members of the Austrian Savings Banks Sector (except for Allgemeine Sparkasse Oberösterreich) (so-called "Haftungsverbund 2"). These agreements confer on Erste Group Bank, on a contractual basis, the possibility to exercise a controlling influence over these savings banks. They were approved by the Austrian competition authority (*Bundeszweitswettbewerbsbehörde*) as mergers (*Zusammenschluss*) within the meaning of the Council Regulation (EC) No 139/2004 (*EC Merger Regulation*) and the Austrian Cartel Act (*Kartellgesetz*). These mergers are designed to further strengthen the group's unity and performance, in particular by taking a joint approach in the development of common management information and control systems and integration of central functions. The Steering Company participates, inter alia, in appointing members of the management board of Erste Group, approves the annual budget and investment plans and approves the general business policy principles of the shareholders.

In 2013, Erste Group Bank entered into a further (second) agreement (*Zweite Zusatzvereinbarung*) with all members of the Austrian Savings Banks Sector (including Allgemeine Sparkasse Oberösterreich) (so-called "Haftungsverbund 3"). The aim of the amendment, which entered into force on 1 January 2014, is the intensification of the group steering (especially concerning risk management, liquidity management, capital management), the setting up of an institutional protection scheme (Article 113(7) CRR) and a cross-guarantee scheme (Article 4 (1)(127) CRR) in order to fulfil the requirements of Article 84(6) CRR for being exempted from the deduction of any minority interest and thus, being entitled to recognize any minority interest arising within the cross-guarantee scheme in full and in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the *Haftungsverbund 3*.

Pursuant to the agreements for the *Haftungsverbund 3* (i.e. the *Grundsatzvereinbarung*, the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung*), the Steering Company is vested with the power to set the common risk policies of its members and to monitor and enforce adherence to these policies. The 48 Austrian savings banks (including Erste Group Bank and Erste Bank Oesterreich but excluding Allgemeine Sparkasse Oberösterreich) hold the entire share capital of the Steering Company. Erste Group Bank effectively controls the Steering Company through its 63.5% interest (held directly or indirectly through its wholly-owned subsidiary Erste Bank Oesterreich and several Austrian savings banks in which Erste Bank Oesterreich holds majority interests) in the share capital and nomination rights for the board of managing directors (*Geschäftsführung*). The Steering Company is responsible for resolving on measures to support member savings banks in financial difficulties, to make, as a trustee of the *Haftungsverbund 3*, compensation payments to customers, and to enforce certain information and control rights vis-à-vis member savings banks. In addition to the provisions of the agreements for the *Haftungsverbund 3*, the activities of the *Haftungsverbund 3* are also governed by several rule books setting forth detailed provisions in the fields of risk management, treasury, internal control and audit.



The Steering Company has five corporate bodies: the board of managing directors (*Geschäftsführung*), the executive committee (*s-Steuerungsvorstand*), the advisory board (*Beirat*), the shareholders' committee (*Gesellschafterausschuss*), and the shareholders' meeting (*Gesellschafterversammlung*). The board of managing directors comprises four managing directors, two of whom are nominated by Erste Bank Oesterreich and two of whom are nominated by the other member savings banks. The chairman of the board of managing directors, who is nominated by Erste Bank Oesterreich, casts the deciding vote in the event of a deadlock. The *s-Steuerungsvorstand* consists of 14 members, 7 members are nominated by Erste Group and Erste Bank Oesterreich and 7 members are nominated by shareholders in which Erste Group does not hold a direct interest and/or an indirect interest of more than 50%. The chairperson, who is nominated by Erste Group casts the deciding vote in the event of a deadlock. The *s-Steuerungsvorstand* is primarily responsible for the validity, the amendment and the supplementation of the rulebooks. The shareholders' committee consists of fifteen members, eight of whom are nominated by Erste Bank Oesterreich and seven of whom are nominated by the member savings banks. The shareholders' committee is primarily responsible for advising and assisting the savings banks with regard to questions concerning the application of the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung* and for providing mediation in the event of disputes concerning the *Zusatzvereinbarung* and the *Zweite Zusatzvereinbarung* that arise between the Steering Company and the shareholders or among the shareholders. In order to implement joint business and marketing strategies for savings banks, working committees for various fields have been established, such as internal audits, accounting, infrastructure and risk management. The chairperson of each working committee is an employee of Erste Group Bank or Erste Bank Oesterreich.

The *Haftungsverbund 3* is designed to enable a common risk management approach and implementation across the Austrian Savings Banks Sector. This includes establishing general principles of business conduct, the determination of risk capacity for each member savings bank and the setting of risk limits. The Steering Company's governance rights include the following: prior approval by the Steering Company of appointments to the management boards of member savings banks; prior approval by the Steering Company of annual budgets and capital expenditure plans; prior approval of significant changes of a member savings bank's business; and, in the event of continuing non-compliance with material provisions of the agreements and policies of the *Haftungsverbund 3*, imposition of sanctions and ultimately expulsion from the *Haftungsverbund 3*.

The member savings banks share an IT platform and a common management reporting system. This allows the Steering Company to generate comprehensive reports regarding the operations and financial condition of each member savings bank, data regarding key performance indicators as well as risk profiles on both an individual savings bank and an aggregate basis. Depending on the information being collected, these analyses are performed on a quarterly, monthly and even daily basis.

A key focus of the *Haftungsverbund 3* is the early warning system. If the risk monitoring systems indicate that a member savings bank could experience financial difficulties, the Steering Company will alert this member savings bank and discuss remedial measures. To date, the *Haftungsverbund 3* has been able to deal with situations of concern through the early warning system.

If a member of the *Haftungsverbund 3* encounters financial difficulties, the Steering Company has the power to intervene in the management of the affected member savings bank and to require other member savings banks to provide such support and assistance as the Steering Company determines. Support measures shall be taken if, from the Steering Company's point of view, it is reasonable to expect that without such support, a need for early intervention (*Frühinterventionsbedarf*) exists requiring the competent authorities (ECB / FMA) to impose early intervention measures. Such need for early intervention exists if a credit institution (which is subject to the SRM) does not meet or is likely to violate ("likely breach") the capital and liquidity requirements under the CRR. Such support measures include, *inter alia*, the implementation of certain restructuring measures, the engagement of outside advisors, injections of liquidity, the granting of subordinated loans, the assumption of guarantees, the contribution of equity, the review of the credit portfolio, and the restructuring of the risk management. In providing any such support measures, the Steering Company may require that the management board of a member savings bank in financial difficulties is supplemented by additional members until the financial difficulties have been resolved or that individual members of the management board of such member savings bank be removed and substituted.

In case of any need for financial contributions in the context of support measures, each of the member savings banks has made a commitment to contribute funds on the basis of the maximum amount

pursuant to the regulatory requirements set forth by Article 84(6) CRR based on a contractually defined key. In the event of assistance, any individual member of the *Haftungsverbund 3* is only obliged to contribute to the extent that such contribution does not result in a violation of the regulatory requirements applicable to that member of the *Haftungsverbund 3*. Furthermore, in order to secure the financial support that is to be provided to member savings banks facing economic difficulties at the request of the Steering Company, the member savings banks agreed that a part of the funds has to be *ex ante* financed in the form of special funds, whereas the Steering Company alone has access to these special funds and is obliged to use all other options available before availing itself of the special funds. In order to build up the special fund, all savings banks contribute funds on a quarterly basis until the special fund reaches its final size after 10 years starting from 2014.

In the event that a member savings bank becomes insolvent, the other members of the *Haftungsverbund 3* guarantee, through the Steering Company, the payment of all amounts owed to customers by the insolvent member, including:

- all deposits (as defined in § 1(1)(1) BWG);
- all monetary claims based on credit balances resulting from funds left in an account or from temporary positions in the course of banking transactions and repayable according to the applicable legal and contractual provisions; and
- all monetary claims from the issuance of securities,

unless the relevant amounts are owed to a credit institution. This guarantee is also subject to the cumulative limit on members' obligations.

Each of the member savings bank has made a commitment to contribute funds of 1.5% of the member's risk-weighted assets, determined on an individual basis and based on the most recently approved financial statements of the respective member, plus 75% of the member's anticipated pre-tax profits for the current financial year in the event of insolvency of a member savings bank. In the event of assistance, any individual member of the *Haftungsverbund 3* is only obliged to contribute to the extent that such contribution does not result in a violation of the regulatory requirements applicable to that member of the *Haftungsverbund 3*.

Each member savings bank has a right to terminate the *Grundsatzvereinbarung* and the supplementary agreements if it notifies Erste Group Bank within a period of twelve weeks after the occurrence of a change of control at Erste Group Bank. A change of control at Erste Group Bank is defined as any acquisition of more than 25% of the voting rights in outstanding shares of Erste Group Bank by a non-member of the Savings Bank Sector. If a termination of the *Grundsatzvereinbarung*, the *Zusatzvereinbarung* and/or the *Zweite Zusatzvereinbarung* becomes effective, the relevant member savings bank would cease to be a member of the *Haftungsverbund 3*.

Erste Group's consolidated financial statements as of and for the fiscal year ended 31 December 2013 comprised all members of the Austrian Savings Banks Sector. Since May 2010, a separate cross-guarantee agreement entered into between Erste Bank Oesterreich and Allgemeine Sparkasse Oberösterreich and since 2013, the *Zweite Zusatzvereinbarung* entered into between Allgemeine Sparkasse Oberösterreich and all other savings banks are in place.

## **Erste Group's Business Segments**

Erste Group's segment reporting is based on IFRS 8 Operating Segments, which adopts the management approach. Accordingly, segment information is prepared on the basis of internal management reporting that is regularly reviewed by the chief operating decision maker of Erste Group to assess the performance of the segments and make decisions regarding the allocation of resources. Within Erste Group, the function of the chief operating decision maker is exercised by its management board.

Erste Group's segment reporting is based on the matrix organisation (business and geographical information) and provides comprehensive information to assess the performance of the business and geographical segments.

The tables and information below provide a brief overview and focus on selected and summarised items. On Erste Group's website ("[www.erstegroup.com](http://www.erstegroup.com)") additional information is available in Excel format.

Operating income consists of net interest income, net fee and commission income, net trading and fair value result as well as dividend income, net result from equity method investments and rental income

from investment properties and other operating leases. The latter three listed items are not separately disclosed in the tables below. Operating expenses equal the position general administrative expenses. Operating result is the net amount of operating income and operating expenses. Risk provisions for loans and receivables are included in the position net impairment loss on financial assets. Other result summarises the positions other operating result and gains/losses from financial assets and liabilities not measured at fair value through profit or loss. The cost/income ratio is calculated as operating expenses in relation to operating income. The return on allocated equity is defined as the net result after tax/before minorities in relation to the average allocated equity.

### Business segmentation

The segment reporting comprises the following business segments reflecting Erste Group's management structure and its internal management reporting in 2017.



#### Retail

The Retail segment comprises the business with private individuals, micros and free professionals within the responsibility of account managers in the retail network. This business is operated by the local banks in cooperation with their subsidiaries such as leasing and asset management companies with a focus on simple products ranging from mortgage and consumer loans, investment products, current accounts, savings products to credit cards and cross selling products such as leasing, insurance and building society products.

in EUR million	2016	2017
Net interest income	2,198.2	2,155.7
Net fee and commission income	958.4	1,003.8
Net trading result	99.6	114.0
Operating income	3,286.3	3,304.4
Operating expenses	-1,892.8	-1,995.8
Operating result	1,393.5	1,308.6
Cost/income ratio	57.6%	60.4%
Net impairment loss on financial assets	-19.1	9.5
Other result	-110.8	-60.4
Net result attributable to owners of the parent	964.6	960.7
Return on allocated capital	42.0%	40.5%

Source: Audited Consolidated Financial Statements 2017

#### Corporates

The Corporates segment comprises business done with corporate customers of different turnover size (SME, local large corporate and group large corporate customers) as well as commercial real estate and public sector business. SME are clients which are under the responsibility of the local corporate commercial center network, mainly consisting of companies within defined annual turnover thresholds. Local large corporates (LLC) are clients with specific annual turnover thresholds (lying above SME thresholds) which are not defined as group large corporate customers according to the group large corporate client list. Group large corporates ("GLC") are large corporate customers/client groups with substantial operations in core markets/extended core markets of Erste Group. GLC clients can be found on the GLC client list. Commercial Real Estate (CRE) covers for example investors in real estate for the purpose of generating income from the rental of individual properties or portfolios of properties, developers of individual properties or portfolios of properties for the purpose of generating capital gains through sale etc. Public Sector consists of three sets of customers: public sector, public corporations and non-profit sector.

in EUR million	2016	2017
Net interest income	1,015.6	993.9
Net fee and commission income	259.1	256.2
Net trading result	90.7	91.6
Operating income	1,504.7	1,469.9
Operating expenses	-562.4	-577.0
Operating result	942.4	892.9
Cost/income ratio	37.4%	39.3%
Net impairment loss on financial assets	-61.9	-135.3
Other result	-10.2	-13.9
Net result attributable to owners of the parent	653.0	580.3
Return on allocated capital	22.3%	18.8%

Source: Audited Consolidated Financial Statements 2017

### **Group Markets**

The Group Markets (GM) segment comprises trading and markets services as well as customer business with financial institutions. It includes all activities related to the trading books of Erste Group, including the execution of trade, market making and short-term liquidity management. In addition, it comprises business connected with servicing financial institutions as clients including custody, depository services, commercial business (loans, cash management, trade and export finance).

in EUR million	2016	2017
Net interest income	212.1	196.8
Net fee and commission income	203.7	223.0
Net trading result	94.3	123.8
Operating income	515.1	554.1
Operating expenses	-223.4	-229.5
Operating result	291.7	324.6
Cost/income ratio	43.4%	41.4%
Net impairment loss on financial assets	11.4	3.6
Other result	4.9	-11.5
Net result attributable to owners of the parent	235.6	245.7
Return on allocated capital	37.6%	36.9%

Source: Audited Consolidated Financial Statements 2017

### **Asset/Liability Management & Local Corporate Center**

The Asset/Liability Management & Local Corporate Center (ALM & LCC) segment includes all asset/liability management functions – local and of Erste Group Bank AG (Holding) – as well as the local corporate centers which comprise internal service providers that operate on a non-profit basis and reconciliation items to local entity results. The corporate center of Erste Group Bank AG is included in the Group Corporate Center segment.

in EUR million	2016	2017
Net interest income	-93.7	-55.4
Net fee and commission income	-64.4	-87.4
Net trading result	-10.2	-74.3
Operating income	-135.2	-191.2
Operating expenses	-117.3	-86.0
Operating result	-252.5	-277.2
Cost/income ratio	-86.8%	-45.0%
Net impairment loss on financial assets	-9.6	-8.3
Other result	-28.2	-142.9
Net result attributable to owners of the parent	-214.4	-359.3
Return on allocated capital	-9.6%	-17.7%

Source: Audited Consolidated Financial Statements 2017

## Savings Banks

The Savings Banks segment includes those savings banks which are members of the *Haftungsverbund* (cross-guarantee system) of the Austrian savings banks sector and in which Erste Group does not hold a majority stake but are fully controlled according to IFRS 10. The fully or majority owned savings banks Erste Bank Oesterreich, Tiroler Sparkasse, Salzburger Sparkasse and Sparkasse Hainburg are not part of the Savings Banks segment.

in EUR million	2016	2017
Net interest income	955.8	982.0
Net fee and commission income	429.7	446.2
Net trading result	5.3	10.2
Operating income	1,446.0	1,492.9
Operating expenses	-1,021.8	-1,051.2
Operating result	424.2	441.7
Cost/income ratio	70.7%	70.4%
Net impairment loss on financial assets	-54.2	12.6
Other result	-56.8	-38.0
Net result attributable to owners of the parent	34.1	51.9
Return on allocated capital	9.3%	14.7%

Source: Audited Consolidated Financial Statements 2017

## Group Corporate Center

The Group Corporate Center (GCC) segment covers mainly centrally managed activities and items that are not directly allocated to other segments. It comprises the corporate center of Erste Group Bank AG (and thus dividends and the refinancing costs from participations, general administrative expenses), non-profit internal service providers (facility management, IT, procurement), the banking tax of Erste Group Bank AG as well as free capital of Erste Group (defined as the difference of the total average IFRS equity and the average economical equity allocated to the segments).

in EUR million	2016	2017
Net interest income	77.4	74.9
Net fee and commission income	6.4	13.0
Net trading result	3.7	-41.5
Operating income	112.0	73.1
Operating expenses	-871.5	-996.4
Operating result	-759.4	-923.3
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets	-62.2	-14.1
Other result	307.3	709.2
Net result attributable to owners of the parent	-408.1	-163.2
Return on allocated capital	-7.2%	-2.0%

Source: Audited Consolidated Financial Statements 2017

## Intragroup Elimination

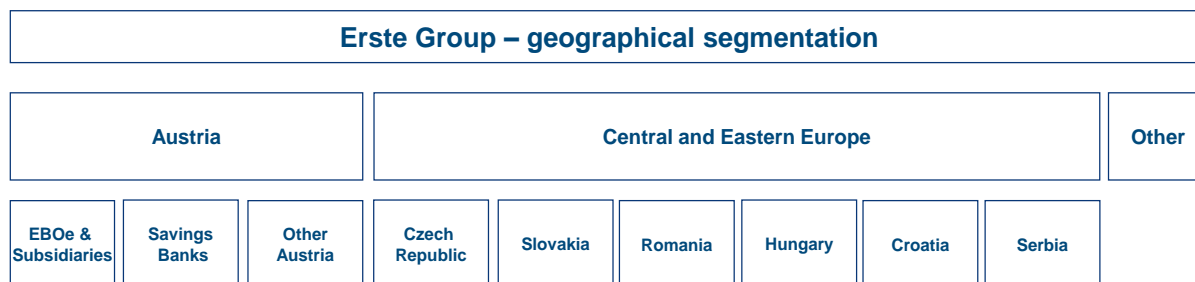
Intragroup Elimination (IC) is not defined as a segment but is the reconciliation to the consolidated accounting result. It includes all intragroup eliminations between participations of Erste Group (e.g. intragroup funding, internal cost charges). Intragroup eliminations within partial groups are disclosed in the respective segments.

## Geographical segmentation

For the purpose of segment reporting by geographical areas, the information is presented based on the location of the booking entity (not the country of risk). In the case of information regarding a partial group, the allocation is based on the location of the respective parent entity according to the local management responsibility.

Geographical areas are defined according to the country markets in which Erste Group operates. Based on the locations of the banking and other financial institution participations, the geographical areas consist of two core markets, Austria and CEE and a residual segment Other that comprises the

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



The geographical area Austria consists of the following three segments:

The **Erste Bank Oesterreich & Subsidiaries (EBOe & Subsidiaries)** segment comprises Erste Bank Oesterreich and its main subsidiaries (e.g. sBausparkasse, Salzburger Sparkasse, Tiroler Sparkasse, Sparkasse Hainburg).

in EUR million	2016	2017
Net interest income	660.5	631.2
Net fee and commission income	334.6	353.8
Net trading result	16.1	18.9
Operating income	1,057.5	1,053.7
Operating expenses	-666.9	-679.6
Operating result	390.6	374.1
Cost/income ratio	63.1%	64.5%
Net impairment loss on financial assets	-29.3	26.1
Other result	-18.5	-27.5
Net result attributable to owners of the parent	228.4	253.2
Return on allocated capital	19.3%	21.1%

Source: Audited Consolidated Financial Statements 2017

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

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

in EUR million	2016	2017
Net interest income	401.6	372.2
Net fee and commission income	197.8	216.6
Net trading result	18.3	50.7
Operating income	681.7	708.0
Operating expenses	-355.5	-373.8
Operating result	326.2	334.2
Cost/income ratio	52.2%	52.8%
Net impairment loss on financial assets	-23.5	-40.0
Other result	25.6	3.4
Net result attributable to owners of the parent	248.1	228.6
Return on allocated capital	16.6%	15.5%

Source: Audited Consolidated Financial Statements 2017

The geographical area Central and Eastern Europe (CEE) consists of six segments covering Erste Group's banking subsidiaries located in the respective CEE countries:

- **Czech Republic** (comprising Česká spořitelna Group);
- **Slovakia** (comprising Slovenská sporiteľňa Group);
- **Romania** (comprising Banca Comercială Română Group);

- **Hungary** (comprising Erste Bank Hungary Group);
- **Croatia** (comprising Erste Bank Croatia Group); and
- **Serbia** (comprising Erste Bank Serbia Group).

The residual segment Other covers mainly centrally managed activities and items that are not directly allocated to other segments. It comprises the corporate center of Erste Group Bank AG (and thus, dividends and the refinancing costs from participations, general administrative expenses), internal non-profit service providers (facility management, IT, procurement), the banking tax of Erste Group Bank AG as well as free capital of Erste Group (defined as the difference of the total average IFRS equity and the average economical equity allocated to the segments). Asset/Liability Management of Erste Group Bank AG as well as the reconciliation to the consolidated accounting result (e.g. intercompany eliminations, dividend eliminations) are also part of the segment Other.

In 2017, the goodwill impairment of Diners Club International Macedonia in the amount of EUR 0.5 million was recognised in the business segment ALM & LCC/geographical segment Croatia. In 2016, the goodwill impairment of Slovenská sporiteľňa in the amount of EUR 61.3 million was recognised in the business segment GCC/ geographical segment Other.

### **Czech Republic**

<b>in EUR million</b>	<b>2016</b>	<b>2017</b>
Net interest income	914.3	942.3
Net fee and commission income	344.3	334.4
Net trading result	107.2	103.9
Operating income	1,384.5	1,393.4
Operating expenses	-671.2	-692.8
Operating result	713.3	700.6
Cost/income ratio	48.5%	49.7%
Net impairment loss on financial assets	-70.5	-1.3
Other result	27.7	-35.2
Net result attributable to owners of the parent	542.0	532.9
Return on allocated capital	31.1%	26.3%

Source: Audited Consolidated Financial Statements 2017

### **Slovakia**

<b>in EUR million</b>	<b>2016</b>	<b>2017</b>
Net interest income	453.0	434.3
Net fee and commission income	121.7	112.7
Net trading result	13.5	13.8
Operating income	595.4	568.7
Operating expenses	-275.1	-281.1
Operating result	320.4	287.6
Cost/income ratio	46.2%	49.4%
Net impairment loss on financial assets	-48.2	-30.1
Other result	11.0	-39.5
Net result attributable to owners of the parent	213.3	166.2
Return on allocated capital	33.7%	24.7%

Source: Audited Consolidated Financial Statements 2017

## Romania

in EUR million	2016	2017
Net interest income	374.9	365.5
Net fee and commission income	157.9	153.4
Net trading result	70.3	77.3
Operating income	615.7	611.5
Operating expenses	-349.8	-338.0
Operating result	266.0	273.5
Cost/income ratio	56.8%	55.3%
Net impairment loss on financial assets	62.4	-7.1
Other result	-90.7	-88.9
Net result attributable to owners of the parent	199.5	120.7
Return on allocated capital	21.6%	12.5%

Source: Audited Consolidated Financial Statements 2017

## Hungary

in EUR million	2016	2017
Net interest income	173.4	198.4
Net fee and commission income	141.8	157.4
Net trading result	22.2	37.7
Operating income	340.3	395.0
Operating expenses	-195.6	-220.8
Operating result	144.8	174.2
Cost/income ratio	57.5%	55.9%
Net impairment loss on financial assets	91.7	35.1
Other result	-93.4	-28.6
Net result attributable to owners of the parent	133.6	164.9
Return on allocated capital	27.1%	29.3%

Source: Audited Consolidated Financial Statements 2017

## Croatia

in EUR million	2016	2017
Net interest income	264.9	270.5
Net fee and commission income	88.0	95.8
Net trading result	29.5	26.6
Operating income	407.4	414.0
Operating expenses	-194.3	-206.3
Operating result	213.1	207.7
Cost/income ratio	47.7%	49.8%
Net impairment loss on financial assets	-48.4	-116.1
Other result	-5.2	-9.0
Net result attributable to owners of the parent	83.7	37.7
Return on allocated capital	22.2%	10.4%

Source: Audited Consolidated Financial Statements 2017



## Serbia

in EUR million	2016	2017
Net interest income	46.8	51.3
Net fee and commission income	11.1	11.3
Net trading result	3.3	4.1
Operating income	61.7	67.0
Operating expenses	-40.2	-45.1
Operating result	21.5	21.9
Cost/income ratio	65.2%	67.3%
Net impairment loss on financial assets	-4.1	1.2
Other result	-0.6	-0.3
Net result attributable to owners of the parent	12.8	17.0
Return on allocated capital	13.6%	15.5%

Source: Audited Consolidated Financial Statements 2017

## Other

in EUR million	2016	2017
Net interest income	129.3	105.5
Net fee and commission income	-43.9	-30.0
Net trading result	-1.7	-120.3
Operating income	100.9	-35.2
Operating expenses	-257.9	-269.6
Operating result	-157.0	-304.8
Cost/income ratio	>100.0%	>100.0%
Net impairment loss on financial assets	-71.5	-12.6
Other result	-315.9	-37.5
Net result attributable to owners of the parent	-430.7	-256.8
Return on allocated capital	-6.4%	-3.0%

Source: Audited Consolidated Financial Statements 2017

## 5.5 RECENT DEVELOPMENTS

**Erste Group's outlook as presented in the interim report for the first half year 2018 is as follows:**

### ***Operating environment anticipated to be conducive to credit expansion***

Real GDP growth is expected to be approximately between 3% and 4% in Erste Group's CEE core markets, including Austria, in 2018. It should primarily be driven by solid domestic demand, as real wage growth and declining unemployment should support economic activity in CEE. Fiscal discipline is expected to be maintained across CEE.

### ***Business outlook***

Erste Group aims to achieve a return on tangible equity (ROTE) of more than 10% in 2018 (based on average tangible equity in 2018). The underlying assumptions are slightly growing revenues (assuming 5%+ net loan growth and interest rate hikes in the Czech Republic and Romania), slightly falling expenses due to lower project-related costs and risk costs remaining at historically low levels.

### ***Risks to guidance***

Impact from other than expected interest rate development, political or regulatory measures against banks as well as geopolitical risks and global economic risks.

### **ECB's decision on the capital requirements for Erste Group**

Erste Group received the ECB's decision on the additional capital requirements that need to be fulfilled on a consolidated and unconsolidated basis as of 1 January 2018 as set by the ECB following the SREP results in 2017.

On a consolidated basis, the additional regulatory capital demands comprise a Pillar 2 requirement of 1.75% and a Pillar 2 guidance of 1.05% applicable in 2018. As a result, the overall consolidated CET 1 requirement of Erste Group is 9.45% in 2018 and 11.12% on a "fully loaded" basis as of 1 January 2019 (excluding Pillar 2 guidance, but including capital conservation buffer, the institution specific countercyclical buffer and the systemic risk buffer).

On an unconsolidated basis, the additional CET 1 demand is 1.75% Pillar 2 requirement resulting in an overall individual CET 1 requirement of 9.32% in 2018 and 10.97% on a "fully loaded" basis as of 1 January 2019.

In addition to the CET 1 requirements (consolidated and unconsolidated) described above, overall capital requirements also apply to Erste Group's tier 1 capital ratio and own fund ratio, resulting in tier 1 requirements of 10.95% and own funds requirements of 12.95% for 2018 on a consolidated basis (and 10.82% tier 1 and 12.82% own funds respectively on an unconsolidated basis). In that context, any shortfall in Pillar 1 and Pillar 2 capital requirement components which could otherwise be made up of AT 1 or Tier 2 up to their respective limits would have to be met with CET 1 for an AT 1 shortfall and AT 1 or CET 1 for a Tier 2 shortfall.

## 6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

### 6.1 MANAGEMENT BOARD

#### Members of the Management Board

The current members of the Management Board listed below have extensive experience in the Austrian banking market and the Austrian Savings Banks Sector and held the following additional supervisory board mandates or similar functions in various companies as of the date of this Prospectus.

Name	Name of relevant company	Position held
<b>Andreas Treichl</b> <sup>5</sup> <i>Chairman</i>	Banca Comercială Română S.A.	SB <sup>6</sup> deputy chairman
	BeeOne GmbH	AB <sup>7</sup> chairman
	Česká spořitelna, a.s.	SB deputy chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	Leoganger Bergbahnen GmbH	SB member
	Die Zweite Wiener Vereins-Sparcasse	SB chairman
<b>Gernot Mittendorfer</b> <i>Member</i>	Banca Comercială Română S.A.	SB member
	Erste Bank Hungary Zrt	SB member
	Erste Bank a.d. Novi Sad	SB chairman
	Erste Group IT International GmbH	SB deputy chairman

<sup>5</sup> On 13 September 2018, Erste Group Bank announced that Andreas Treichl will step down from his role as chief executive officer of Erste Group Bank at the end of the year 2019 and that Erste Group Bank's supervisory board has appointed Bernhard Spalt to succeed him. Bernhard Spalt currently serves as chief risk officer at Erste Group Bank's Austrian subsidiary Erste Bank Oesterreich and will step down from all other mandates before becoming Erste Group Bank's deputy chief executive officer to Andreas Treichl, which is expected mid-2019. Following his tenure as Erste Group Bank's chief executive officer, Andreas Treichl will become chairman of the supervisory board of Erste Stiftung, Erste Group Bank's largest shareholder.

<sup>6</sup> "SB" means Supervisory Board.

<sup>7</sup> "AB" means Advisory Board.

<b>Name</b>	<b>Name of relevant company</b>	<b>Position held</b>
	OM Objektmanagement GmbH	AB chairman
	Procurement Services GmbH	AB deputy chairman
	Slovenská sporiteľňa, a.s.	SB chairman
<b>Peter Bosek</b> <i>Member</i>	BeeOne GmbH	AB member
	Česká spořitelna, a.s.	SB member
	Sparkassen Versicherung AG Vienna Insurance Group	SB member
	Wiener Städtische Versicherung AG Vienna Insurance Group	SB deputy chairman
<b>Petr Brávek</b> <i>Member</i>	Česká spořitelna, a.s.	SB member
	Erste Group Card Processor d.o.o.	AB deputy chairman
	Erste Group IT International GmbH	SB chairman
	s IT Solutions AT Spardat GmbH	SB deputy chairman
<b>Jozef Sikela</b> <i>Member</i>	Prvá stavebná sporiteľňa, a.s.	SB member
	Oesterreichische Kontrollbank AG	SB member
<b>Willibald Cernko</b> <i>Member</i>	Semper Constantia Privatbank Aktiengesellschaft	SB deputy chairman
	Erste Reinsurance S.A.	SB chairman
	Erste Bank der oesterreichischen Sparkassen AG	SB member
	Erste & Steiermärkische Bank d.d.	SB chairman

Source: Internal information of Erste Group Bank

The members of the Management Board can be reached at Erste Group Bank's business address Am Belvedere 1, A-1100 Vienna, Austria.

## 6.2 SUPERVISORY BOARD

### Members of the Supervisory Board

Currently, the Supervisory Board consists of members elected by the shareholders of Erste Group Bank and employee representatives. The following table sets out the current members of the Supervisory Board together with the mandates in supervisory boards or similar functions in other foreign and domestic companies for each supervisory board member as of the date of this Prospectus:

<b>Name</b>	<b>Name of relevant company</b>	<b>Position held</b>
<b>Friedrich Rödler</b> <i>Chairman</i>	Erste Bank der oesterreichischen Sparkassen AG	SB chairman
	Erste Bank Hungary Zrt.	SB member
	Sparkassen-Prüfungsverband	SB chairman
	Abschlussprüferaufsichtsbehörde	SB chairman
<b>Elisabeth Bleyleben-Koren</b> <i>Member</i>	none	—
<b>Gunter Griss</b> <i>Member</i>	Steiermärkische Bank und Sparkassen AG	SB chairman
	Bankhaus Krentschker & Co. AG	SB deputy chairman
	AVL List GmbH	SB chairman
<b>Jordi Gual Solé</b> <i>Member</i>	CaixaBank, S.A.	Chairman of board of directors
	Repsol S.A.	SB member
<b>Maximilian Hardegg</b> <i>Second Deputy Chairman</i>	DIE ERSTE österreichische Spar-Casse Privatstiftung	SB member
	Česká spořitelna, a.s.	SB member
	Nadace Depositum Bonum Foundation	SB chairman
<b>Jan Homan</b> <i>First Deputy Chairman</i>	Constantia Flexibles Holding GmbH	SB member
	FRAPAG Beteiligungsholding AG	SB chairman
	Slovenská sporiteľňa, a.s.	SB member
<b>Marion Khüny</b> <i>Member</i>	KA Finanz AG	SB member
<b>Elisabeth Krainer Senger-Weiss</b> <i>Member</i>	Gebrüder Weiss Holding AG	SB member
	Gebrüder Weiss GmbH	SB member

<b>Name</b>	<b>Name of relevant company</b>	<b>Position held</b>
<b>Brian Deveraux O'Neill</b> <i>Member</i>	Banca Comercială Română S.A.	SB member
	Emigrant Bank	Member of board of directors
	Aqua Venture Holdings, LLC	Member of board of directors
<b>Wilhelm Rasinger</b> <i>Member</i>	Friedrichshof Wohnungsgenossenschaft reg. Gen.mbH	SB chairman
	Haberkorn Holding AG	SB member
	Haberkorn GmbH	SB member
	S IMMO AG	SB member
	Wienerberger AG	SB member
	Gebrüder Ulmer Holding GmbH	SB member
<b>John James Stack</b> <i>Member</i>	Ally Bank	Member of board of directors
	Ally Financial Inc.	Member of board of directors
	Česká spořitelna, a.s.	SB chairman
	Mutual of America Capital Management	Member of board of directors
	Nadace Depositum Bonum Foundation	SB member
<b>Markus Haag</b> <i>Employee representative</i>	none	—
<b>Regina Haberhauer</b> <i>Employee representative</i>	Erste Asset Management GmbH	SB member
	ERSTE-SPARINVEST Kapitalanlagegesellschaft m.b.H.	SB member
<b>Andreas Lachs</b> <i>Employee representative</i>	VBV-Pensionskasse AG	SB member
<b>Barbara Pichler</b> <i>Employee representative</i>	DIE ERSTE österreichische Spar-Casse Privatstiftung	SB member
<b>Jozef Pinter</b> <i>Employee representative</i>	none	—

Name	Name of relevant company	Position held
<b>Karin Zeisel</b> <i>Employee representative</i>	none	—

Source: Internal information of Erste Group Bank

The members of the Supervisory Board can be reached at Erste Group Bank's business address Am Belvedere 1, A-1100 Vienna, Austria.

### 6.3 REPRESENTATIVES OF THE SUPERVISORY AUTHORITIES

Pursuant to the BWG, the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen* – "FBSchVG") and the Austrian Mortgage Bank Act (*Hypothekendarlehenbankgesetz* – "HypBG"), the Austrian Minister of Finance is required to appoint representatives, who monitor Erste Group Bank's compliance with certain legal requirements. The current representatives are listed below:

Name	Position
<b>Wolfgang Bartsch</b>	State Commissioner
<b>Michael Kremser</b>	Vice State Commissioner
<b>Silvia Maca</b>	Commissioner pursuant to the FBSchVG
<b>Erhard Moser</b>	Vice Commissioner pursuant to the FBSchVG
<b>Irene Kienzl</b>	Trustee pursuant to the HypBG
<b>Thomas Schimetschek</b>	Deputy Trustee pursuant to the HypBG

Source: Internal information of Erste Group Bank

Pursuant to the BWG and the Articles of Association, the State Commissioner and its deputy shall be invited to Erste Group Bank's Shareholders' Meetings and all meetings of the Supervisory Board and its committees. Furthermore, the State Commissioner or its deputy shall immediately receive all minutes of the meetings of the Supervisory Board. Resolutions of the Supervisory Board and of its committees which are passed outside a meeting shall be simultaneously communicated to the State Commissioner or its deputy who is entitled to raise written objections pursuant to § 76 (6) BWG.

### 6.4 POTENTIAL CONFLICTS OF INTEREST

Agreements (e.g. advisory contracts or loan agreements) of Erste Group Bank with the members of its Management Board and its Supervisory Board may generate in certain circumstances conflicts of interest.

Should any such conflict of interest arise, Erste Group Bank has sufficient rules and procedures pursuant to the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018* – *WAG 2018*), compliance rules and industry standards in place regulating the management of conflicts of interest and the ongoing application of such guidelines and rules. If any conflicts of interest are identified with respect to the members of the Issuer's Management Board, Supervisory Board or the upper management level, where internal procedures or measures would not be sufficient, conflicts of interest would be disclosed.

Furthermore, members of the Issuer's Management and Supervisory Boards may serve on management or supervisory boards of various different companies (others than Erste Group Bank),

including customers of and investors in Erste Group Bank, which may also compete directly or indirectly with the Issuer. Directorships of that kind may expose them to potential conflicts of interest if the Issuer maintains active business relations with said companies.

## 6.5 Audit and Auditors' Reports

Sparkassen-Prüfungsverband Prüfungsstelle (statutory auditor, two current directors of which are members of "*Kammer der Steuerberater und Wirtschaftsprüfer Österreich*") at Am Belvedere 1, A-1100 Vienna, and PwC Wirtschaftsprüfung GmbH (a member of "*Kammer der Wirtschaftstreuhand Österreich*") at DC Tower 1, Donau-City-Straße 7, A-1220 Vienna, have audited the German language version of the Consolidated Financial Statements 2017 of Erste Group Bank as of 31 December 2017 and issued an unqualified audit opinion thereon (dated 28 February 2018).

Sparkassen-Prüfungsverband Prüfungsstelle (statutory auditor, two current directors of which are members of "*Kammer der Steuerberater und Wirtschaftsprüfer Österreich*") at Am Belvedere 1, A-1100 Vienna, and Ernst & Young Wirtschaftsprüfungsgesellschaft m.b.H. (a member of "*Kammer der Steuerberater und Wirtschaftsprüfer Österreich*") at Wagramer Straße 19, A-1220 Vienna, have audited the German language version of the Consolidated Financial Statements 2016 of Erste Group Bank as of 31 December 2016 and issued an unqualified audit opinion thereon (dated 28 February 2017).

The financial year of Erste Group Bank is the calendar year.

## 6.6 SHAREHOLDERS OF ERSTE GROUP BANK

Erste Group Bank's major shareholder, DIE ERSTE österreichische Spar-Casse Privatstiftung, is a private foundation which was created by the transformation of DIE ERSTE österreichische Spar-Casse Anteilsverwaltungssparkasse, a special form of savings bank holding company, with effect as of 19 December 2003. Such type of transformation is provided for under the Austrian Savings Bank Act. As of the date of this Prospectus, 29.9% of the shares in Erste Group Bank were attributable to Erste Stiftung. This comprises an 11.3% economic interest of Erste Stiftung 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 9.9%, 5.6% and 3.1%, respectively. The free float amounts to 70.1% (of which 43.7% were held by institutional investors, 5.0% by Austrian retail investors, 9.3% by unidentified international institutional and private investors, 3.2% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending), 4.2% by BlackRock Inc., 4.0% by T. Rowe Price Group Inc. and 0.7% by Erste Group's employees as well as by Erste Employees Private Foundation) (all numbers are rounded).

In total 1,137,582 shares are held in the savings banks directly and are to be considered own shares thus reducing the number of shares with voting right to 428,662,418 in total. The voting rights of the shareholders are subsequently increasing slightly.



## 7. LEGAL PROCEEDINGS

Erste Group Bank and some of its subsidiaries are involved and have been involved in the twelve months preceding the date of this Prospectus in legal disputes, including governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), most of which have arisen or have been threatened in the course of ordinary banking business. These proceedings are not expected to have a significant negative impact on the financial position or profitability of Erste Group and/or Erste Group Bank. Erste Group is also subject to the following ongoing proceedings, some of which, if adversely adjudicated, may have a significant impact on the financial position or profitability of Erste Group and/or Erste Group Bank:

### Consumer protection claims

Several banking subsidiaries of Erste Group have been named in their respective jurisdictions as defendants in a number of lawsuits and in regulatory proceedings, filed by individual customers, regulatory authorities or consumer protection agencies and associations. Some of the lawsuits are class actions. The lawsuits mainly relate to allegations that certain contractual provisions, particularly in respect of consumer loans, violate mandatory consumer protection laws and regulations and that certain fees charged to customers in the past must be repaid. The allegations relate to the enforceability of certain fees as well as of contractual provisions for the adjustment of interest rates and currencies. In some jurisdictions the legal risks in connection with loans granted in the past to consumers are also increased by the enactment of politically motivated laws impacting existing lending relationships, which may result in repayment obligations towards customers, and a level of unpredictability of judicial decisions beyond the level of uncertainty generally imminent in court proceedings. The following consumer protection issues are deemed particularly noteworthy.

In Romania, BCR is, besides being a defendant in a substantial number of individual law suits filed by consumers, among several local credit institutions pursued by the consumer protection authority for alleged abusive clauses pertaining to pre-2010 lending practices. In connection therewith, BCR is currently a defendant in individual litigation claims filed by the local consumer protection authority, in each case on behalf of a single or several borrowers. Only few of these cases have so far been finally decided by the courts, none of them with an adverse result for BCR. If one of these cases on the validity of certain clauses becomes adversely adjudicated, this may have the impact of invalidating such clauses also in similar agreements of BCR with other consumers.

In Hungary, foreign currency loan related invalidity lawsuits by consumers against credit institutions, including Erste Bank Hungary ("**EBH**"), have been suspended by the regulations of the 2014 consumer loan law. After the completion of the settlement and the refund process with the customers concerned with the litigation, most of the proceedings have already continued, a few of the cases are still awaiting continuation. Some consumers continue initiating further court cases after and irrespective of the settlement process completed fully in line with the 2014 consumer loan regulations. In the new statements of claim frequently legal issues are raised which have not been affected and resolved by the 2014 consumer loan regulations. It is expected that EBH will remain a defendant in a number of these litigations and that consumers will continue and initiate further court cases, creating a high level of legal uncertainty. In a number of lawsuits against credit institutions, some of them with EBH as a party, a preliminary ruling of the European Court of Justice ("**ECJ**") has been initiated by the local courts. The questions referred to the ECJ mainly examine the compliance of FX loan agreements with European regulations on consumer protection. Rulings of the ECJ adopted so far are in favour of strengthening the legal position represented by EBH in these FX lawsuits. As a result of these pending procedures, numerous pending lawsuits have been suspended, and they are yet to be continued despite the fact that the ECJ has already adopted some preliminary rulings.

In Croatia, the Supreme Court of Croatia, in a proceeding initiated in 2012 by a local consumer protection association against several credit institutions, among them Erste Bank Croatia, declared in 2015 that Swiss Franc (CHF) clauses in loan agreements with consumers are valid, but contractual provisions permitting unilateral change of the variable interest rates in CHF denominated consumer loans, used by the majority of credit institutions until 2008, are null and void. In late 2016, the Croatian Constitutional Court rescinded the part of the Supreme Court of Croatia decision relating to the validity of CHF clauses while it upheld the verdict regarding the invalidity of the interest rate clause. The Supreme Court of Croatia has been ordered to amend its decision as it allegedly violated the constitutional right to fair trial by not providing sufficient explanation for its decision regarding CHF clauses. After the Supreme Court of Croatia in 2017 rescinded the second instance decision and returned the case with respect to the CHF clause for a retrial to the court of second instance, the

second instance court delivered its decision in July 2018, declaring in essence the nullification of the CHF currency clause, holding that collective and individual consumer rights were breached. The impact of this decision on legal disputes with individual clients related to CHF denominated loan agreements is difficult to predict, especially in light of the laws enacted in 2015 that forced credit institutions to accept requests from clients that are consumers or individual professionals to convert their CHF denominated loans into EUR with retroactive effect.

### **Corporate bond investors' prospectus claims**

Since 2014, a number of investors in corporate bonds, issued by a large Austrian construction group in the years 2010, 2011 and 2012, have filed claims with the courts of Vienna against Austrian credit institutions, among them Erste Group Bank, requesting compensation for their losses as bondholders following the bankruptcy of the issuer of such corporate bonds in 2013. The plaintiffs argue in essence that the defendant credit institutions, who acted as joint-lead managers in the issuing of the respective bond, already knew of the insolvency status of the issuer at such time and should be liable for the issuing prospectus failing to state this. Erste Group Bank, together with a second Austrian credit institution, acted as joint-lead manager of the bond issuance in 2011. Erste Group Bank rejects the claims. In 2017, the public prosecutor charged with criminal investigations into the insolvency has terminated investigations against unknown responsible officers of the credit institutions involved in the issuing of the bonds for lack of indication for any criminal wrongdoing, stating that there were neither hints for a deception of investors nor hints that the credit institutions had information on the allegedly bad financial situation of the issuer at the time of the issuing of the bonds.

### **BCR Banca pentru Locuinte dispute**

In 2015, the Romanian Court of Accounts ("**CoA**") conducted an audit review in BCR Banca Pentru Locuinte ("**BpL**") in order to assess whether the credit institution has allocated the state subsidies to its clients in accordance with the applicable legal provisions. Following the review, the CoA claims that several deficiencies were identified and that conditions for state subsidies have not been met. BpL did not accept the position taken by the CoA and initiated a contestation process which is currently ongoing. In 2017, the court of first instance announced its decision: it accepted the BpL contestation on the most relevant counts, while also upholding a few of the findings of the CoA report. BpL and CoA filed an appeal against this decision. The obligation of repayment of subsidies under the CoA decision has been temporary suspended through an injunction granted to the credit institution in the court of first instance.

## 8. MATERIAL CONTRACTS

Erste Group Bank and its subsidiaries have not entered into any material contracts, other than contracts entered into in the ordinary course of business, which could result in any member of Erste Group being under an obligation or entitlement that is material to Erste Group Bank's ability to meet its obligation to Security Holders in respect of the Certificates, except for the following agreements which have been in place before:

### **Cooperation between Erste Group Bank and Vienna Insurance Group**

Erste Group Bank and Vienna Insurance Group AG Wiener Versicherung Gruppe ("**VIG**") are parties to a general distribution agreement concerning the framework of the cooperation of Erste Group and VIG in Austria and CEE with respect to bank and insurance products. In case of a change of control of Erste Group Bank, VIG has the right to terminate the general distribution agreement, and in case of a change of control of VIG, Erste Group Bank has a reciprocal right. A change of control is defined, with respect to Erste Group Bank, as the acquisition of Erste Group Bank by any person other than DIE ERSTE österreichische Spar-Casse Privatstiftung or Austrian savings banks of 50% plus one share of Erste Group Bank's voting shares, and with respect to VIG, as the acquisition of VIG by any person other than Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung – Vienna Insurance Group of 50% plus one share of VIG's voting shares. If VIG elects to terminate the general distribution agreement after a change of control of Erste Group Bank has occurred, it may choose to ask for a reduction of the original purchase price that it and its group companies have paid for the shares in the CEE insurance companies of Erste Group. The rebate corresponds to the difference between the purchase price and the embedded value and is reduced to zero on a linear scale from March 2013 to March 2018.

Erste Group Bank and VIG are furthermore parties to an asset management agreement, pursuant to which Erste Group undertakes to manage certain parts of VIG's and its group companies' securities assets. In case of a change of control (as described above), each party has a termination right. If Erste Group Bank elects to terminate the asset management agreement following such a change of control of VIG, because the new controlling shareholders of VIG no longer support the agreement, it may choose to ask for a full refund of the purchase price that it has paid for 95% of Ringturm Kapitalanlagegesellschaft m.b.H., the asset management company performing the services under the asset management agreement. The refund decreases on a linear scale down to zero from October 2013 to October 2018.

### **New Haftungsverbund Agreement**

On 1 January 2014, Erste Group Bank and its subsidiary Erste Bank Oesterreich entered with the savings banks into the second supplementary agreement (Zweite Zusatzvereinbarung) to the Haftungsverbund ("**Haftungsverbund 3**"). The cooperation between Erste Group and the savings banks was hereby further intensified. The aim of the agreement is the intensification of the group steering, the setting up of an institutional protection scheme (Article 113 (7) CRR) and a cross-guarantee scheme (Article 4 (1)(127) CRR) in order to fulfil the requirements of Article 84 (6) CRR for being exempted from the deduction of any minority interest and thus, being entitled to recognize any minority interest arising within the cross-guarantee scheme in full as well as in light of IFRS 10 to strengthen Erste Group Bank's power in the provisions of the agreement governing the Haftungsverbund 3.

### **Syndicate Agreements**

From 2013 until beginning of 2017, syndicate agreements among Erste Stiftung on the one hand and (i) the Sparkassenstiftungen and Anteilsverwaltungssparkassen, the (ii) Sparkassen which are members of Haftungsverbund 3, (iii) CaixaBank S.A. and (iv) Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung– Vienna Insurance Group on the other hand were concluded. Each of these syndicate agreements constitutes a subordination-syndicate, which requires the syndicate partners to vote in line with Erste Stiftung in case of appointments of members of the supervisory board. Furthermore, the syndicate agreements foresee the establishment of a monitoring system in order to avoid unintended creeping.

## **Investment by EBRD and the Hungarian Government in Erste Bank Hungary – Contractual Framework**

On 9 February 2015, the Government of Hungary and the EBRD sealed an agreement ("**Memorandum of Understanding**") aiming at strengthening Hungary's financial sector, improving its level of efficiency and profitability and boosting the flow of bank credits to Hungary's private corporations and citizens. In this context, the Issuer announced that it has invited the Government of Hungary and the EBRD to invest in EBH by acquiring a minority stake of up to 15% each. On 20 June 2016, Hungary, acting through the state-owned entity Corvinus Zrt. in this transaction, and the EBRD signed the contractual framework (the "**Contractual Framework**") with the Issuer on the transaction. The Issuer and the two buyers negotiated a purchase price of HUF 77.78 billion for the in total 30% stake in EBH. Prior to completion of the transaction, the Issuer strengthened the capital base of EBH by subscribing the new shares required for the execution of sale of the 30% stake in EBH. Closing of the transaction took place on 11 August 2016 when the new statutes of EBH were approved by the shareholders, after fulfilment of all conditions precedent, in particular after having obtained the approval of the competent authorities as well as after the fulfilment of certain conditions by the involved parties. EBH remains majority-owned by the Issuer. All the changes in the company register related to EBH's new ownership structure have been registered by the court of registry. On the basis of their proportionate rights as minority shareholders, the Government of Hungary and the EBRD each had the right to appoint one non-executive member of EBH's management board and one member of EBH's supervisory board. The new members of the board of directors and the supervisory board delegated by Corvinus Zrt. and EBRD have been appointed by EBH and approved by the Hungarian National Bank (except for the delegated person to EBH's supervisory board by EBRD, which is in progress). The parties have also agreed to a pre-determined exit mechanism for the involved minority shareholdings: the put and call option scheme grants Corvinus Zrt. the right to exit any time and the Issuer the right to exercise the call option five years after the sale of the minority shareholding at the earliest; in the case of EBRD, the put and call options are exercisable any time between five and nine years after the acquisition of the minority shareholding by EBRD.

## 9. TAXATION

The statements herein regarding certain tax issues in Austria, the Czech Republic, Germany, Hungary, Romania and the Slovak Republic are based on the laws in force in those jurisdictions as of the date of this Prospectus and are subject to any changes in such laws. The following summaries do not purport to be comprehensive descriptions of all the tax considerations which may be relevant to a decision to purchase, own or dispose of Certificates and further disclosure may be included in a supplement to this Prospectus. Prospective holders of Certificates should consult their tax advisers as to the relevant tax consequences of the ownership and disposition of Certificates.

The Issuer assumes, other than as set out below, no responsibility with respect to taxes withheld at source.

### AUSTRIA

This section on taxation contains a brief summary of the Issuer's understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Certificates in Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the Certificates consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Certificates. Tax risks resulting from the Certificates shall in any case be borne by the investor. For the purposes of the following it is assumed that the Certificates are legally and factually offered to an indefinite number of persons.

#### General remarks

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in § 26 of the Austrian Federal Fiscal Procedures Act (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*), both as defined in § 27 of the Austrian Federal Fiscal Procedures Act, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

#### Income taxation

Pursuant to § 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to § 27(2) of the Austrian Income Tax Act, including dividends and interest; the tax basis is the amount of the earnings received (§ 27a(3)(1) of the Austrian Income Tax Act);
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to § 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital (including zero coupon bonds); the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs, in each case including accrued interest (§ 27a(3)(2)(a) of the Austrian Income Tax Act); and

- income from derivatives (*Einkünfte aus Derivaten*) pursuant to § 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates (the mere exercise of an option does not trigger tax liability); e.g., in the case of index certificates, the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs (§ 27a(3)(3)(c) of the Austrian Income Tax Act).

Also the withdrawal of the Certificates from a securities account (*Depotentnahme*) and circumstances leading to a restriction of Austria's taxation right regarding the Certificates *vis-à-vis* other countries, e.g. a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (cf. § 27(6)(1) and (2) of the Austrian Income Tax Act). The tax basis amounts to the fair market value minus the acquisition costs (§ 27a(3)(2)(b) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Certificates as non-business assets are subject to income tax on all investment income from the Certificates pursuant to § 27(1) of the Austrian Income Tax Act. Investment income from the Certificates with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), is subject to withholding tax (*Kapitalertragsteuer*) at a flat rate of 27.5%; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to § 97(1) of the Austrian Income Tax Act). Investment income from the Certificates without an Austrian nexus must be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to § 27a(5) of the Austrian Income Tax Act). The acquisition costs must not include ancillary acquisition costs (*Anschaftungsnebenkosten*; § 27a(4)(2) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (§ 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. § 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest from bank accounts and other non-securitized claims *vis-à-vis* credit institutions (except for cash settlements and lending fees) nor against income from private foundations, foreign private law foundations and other comparable legal estates (*Privatstiftungen, ausländische Stiftungen oder sonstige Vermögensmassen, die mit einer Privatstiftung vergleichbar sind*); income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income. The Austrian custodian agent has to effect the offsetting of losses by taking into account all of a taxpayer's securities accounts with the custodian agent, in line with § 93(6) of the Austrian Income Tax Act, and to issue a written confirmation to the taxpayer to this effect.

Individuals subject to unlimited income tax liability in Austria holding the Certificates as business assets are subject to income tax on all investment income from the Certificates pursuant to § 27(1) of the Austrian Income Tax Act. Investment income from the Certificates with an Austrian nexus is subject to withholding tax at a flat rate of 27.5%. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 27.5%). Investment income from the Certificates without an Austrian nexus must always be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5%). In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act at the lower progressive income tax rate (option to regular taxation pursuant to § 27a(5) of the Austrian Income Tax Act). The flat tax rate does not apply to income from realised increases in value and income from derivatives if realizing these types of income constitutes a key area of the respective investor's business activity (§ 27a(6) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (§ 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Pursuant to § 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of § 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of 27.5%, are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets within the same business unit

(*Wirtschaftsgüter desselben Betriebes*); only 55% of the remaining negative difference may be offset against other types of income.

Pursuant to § 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of § 27(1) of the Austrian Income Tax Act from the Certificates at a rate of 25%. Income in the sense of § 27(1) of the Austrian Income Tax Act from the Certificates with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5%. However, pursuant to § 93(1a) of the Austrian Income Tax Act, the withholding agent may apply a 25% rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the corporate income tax liability. Under the conditions set forth in § 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Losses from the alienation of the Certificates can be offset against other income.

Pursuant to § 13(3)(1) in connection with § 22(2) of the Austrian Corporate Income Tax Act, private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in § 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the Certificates as non-business assets are subject to interim taxation at a rate of 25% on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities). Pursuant to the Austrian tax authorities' view, the acquisition costs must not include ancillary acquisition costs. Expenses such as bank charges and custody fees must not be deducted (§ 12(2) of the Austrian Corporate Income Tax Act). Interim tax is generally triggered due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. Investment income from the Certificates with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5%. However, pursuant to § 93(1a) of the Austrian Income Tax Act, the withholding agent may apply a 25% rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the tax triggered. Under the conditions set forth in § 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on income from the Certificates if they have a permanent establishment (*Betriebsstätte*) in Austria and the Certificates are attributable to such permanent establishment (*cf.* § 98(1)(3) of the Austrian Income Tax Act, § 21(1)(1) of the Austrian Corporate Income Tax Act). In addition, individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of § 27(2)(2) of the Austrian Income Tax Act and accrued interest (including from zero coupon bonds) in the sense of § 27(6)(5) of the Austrian Income Tax Act from the Certificates if the (accrued) interest has an Austrian nexus and if withholding tax is levied on such (accrued) interest. This does not apply to individuals being resident in a state with which automatic exchange of information exists. Interest with an Austrian nexus is interest the debtor of which has its place of management and/or its legal seat in Austria or is an Austrian branch of a non-Austrian credit institution; accrued interest with an Austrian nexus is accrued interest from securities issued by an Austrian issuer (§ 98(1)(5)(b) of the Austrian Income Tax Act). Under applicable double taxation treaties, relief from Austrian income tax might be available. However, Austrian credit institutions must not provide for such relief at source; instead, the investor may file an application for repayment of tax with the competent Austrian tax office.

### **Inheritance and gift taxation**

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Certain exemptions apply in cases of transfers *mortis causa* of financial assets within the meaning of § 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5%, with higher rates applying in special cases.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to

certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10% of the fair market value of the assets transferred.

Further, gratuitous transfers of the Certificates may trigger income tax at the level of the transferor pursuant to § 27(6)(1) and (2) of the Austrian Income Tax Act (see above).

## **CZECH REPUBLIC**

*This summary is based on the tax laws of the Czech Republic and their prevailing interpretations, the practice of the Czech tax authorities, and the Tax Convention on Income and Capital concluded between the Czech Republic and the Republic of Austria, in each case as in effect and/or available on the date of this Programme. Moreover, while this summary is considered to be a correct interpretation of existing Czech laws in force on the date of this Programme, no assurance can be given that courts or tax authorities responsible for the administration of such laws will agree with the interpretations or that retroactive or prospective changes in such laws will not occur.*

*Czech tax implications largely depend on whether the Certificates qualify as securities under the Czech legislation. The Czech Civil Code defines the term "securities". The definition is more general and involves also the securities that are not explicitly specified by the Czech law provided that they meet the general conditions i.e. information about an issuer and a right associated with the security. This right shall be part of the security or as reference to the issue conditions.*

*The information below is based on the assumption that the Certificates fulfil all conditions for the treatment as "securities" under the Czech law. For Czech taxation purposes, proceeds from specific Certificates will be treated either as interest income or capital gains, which may result in differences in taxation. Prospective investors should verify, among others, the nature of the Certificates and the type of income for each type of the Certificates.*

*The following is intended only as a general guide and is not intended to be, nor should it be considered to be, legal or tax advice to any particular Czech Holder of the Certificates or to any other prospective investor in the Certificates.*

### **Residents**

#### ***Interest***

According to the double taxation treaty between Austria and the Czech Republic, interest (if any) paid from Austria to a Czech tax resident is taxable in the Czech Republic.

#### *Individual*

An individual must include the interest received in the overall personal income tax base, which is taxable at a flat rate of 15%.

#### *Corporation*

A corporation must include the interest received in its general corporate income tax base, which is taxable at a flat rate of 19%.

#### ***Capital gains***

According to the double taxation treaty between Austria and the Czech Republic, capital gains from the sale of the Certificates by a Czech tax resident to an Austrian tax resident are taxable in the Czech Republic.

#### *Individual*

Capital gains from the sale of the Certificates are exempt from Czech personal income tax if an individual has held the Certificates as a non-business asset for an uninterrupted period of more than three years except for income from the sale of ordinary share (in Czech "*kmenový list*"). Capital gains from the sale of ordinary share are exempt after five years of ownership. This rule applies to securities acquired after 31 December 2013. For securities acquired on or before that date, the prior rule applies.

The exemption does not apply to income from the sale of the Certificates that are or have been included in business assets within 3 years from the termination of the business activities. If the capital



gains from the sale of the Certificates held by individuals as a non-business asset are not tax-exempt, they are subject to personal income tax at a flat rate of 15%. The tax base being calculated as the income from the sale of the Certificates reduced by the purchase price of the Certificates and charges related to their acquisition. The loss from the sale of the Certificate may be offset against gain from the sale of the same type of securities in the same fiscal period.

In addition to the above, income from the sale of any securities is exempt if the total income does not exceed CZK 100,000 during the taxable period.

#### *Corporation*

Capital gains from the sale of the Certificates held by corporation are included in their general income tax base and taxed at a flat rate of 19%. A loss from the sale of the Certificates may be offset against profits in the current fiscal period and the following five fiscal periods.

#### **Inheritance and gift tax**

Income from inheritance is fully tax exempt from income tax for both corporations and individuals.

Income from donation is taxed within the general income tax base. The personal income tax base is taxable at a flat rate of 15% and the corporate income tax base is taxable at a flat rate of 19%. Individual's income from gift may be tax exempt depending on the relationship between the donor and the donee. Occasional individual's income below CZK 15,000 is fully tax exempt.

#### **Other taxes**

No other taxes are levied in the Czech Republic on the acquisition, holding and sale of the Certificates.

#### **Non-residents**

The income of non-residents is taxed in the Czech Republic only if the income from the Certificates constitutes Czech source income or it is attributable to the permanent establishment located in the Czech Republic. If one of the above mentioned conditions is met, a regime similar to that described under the section "Residents" above applies.

#### **Interest**

Interest paid to non-resident is subject to 15 % or 35 % withholding tax unless the rate is reduced under the relevant double taxation treaty or exempt if certain additional conditions are met.

The standard rate is 15%. Withholding tax amounting to 35% is levied on interest income paid to resident of states outside the EU/EEA that have not concluded the double taxation treaty or agreement for exchanges of information on tax issues with the Czech Republic.

If the interest is considered as income of a permanent establishment, the withholding tax does not apply and the individual or corporation having the permanent establishment has to pay tax on the interest income in the same way as tax residents (see the section on Residents above).

The tax treatment of interest income is the same for individuals as well as for corporations.

The interest paid by the Czech company to related company located in EU countries or in Switzerland, Norway or Iceland may be exempt from withholding tax if certain additional conditions are met.

#### **Capital gains**

Income from the sale of the Certificates payable by a Czech tax resident or by a permanent establishment of a Czech tax non-resident located in the Czech Republic to a non-resident shall be treated as a Czech source income taxable in the Czech Republic.

The income from the sale of the Certificates may, however, be exempt from taxation under the terms of a relevant double taxation treaty. If no double taxation treaty applies, the following Czech taxation should be taken into account:

#### *Individual*

Capital gains from the sale of the Certificates are exempt from Czech personal income tax if an individual has held the Certificates as a non-business asset for an uninterrupted period of more than three years except for income from the sale of ordinary shares (in Czech "kmenový list"). Capital gains from the sale of ordinary shares are exempt after 5 years of ownership. This rule applies to securities acquired after 31 December 2013. For securities acquired on or before that date, the prior rule applies.

The exemption does not apply to income from the sale of the Certificates that are or have been included in business assets within 3 years from the termination of the business activities.

If the capital gains from the sale of the Certificates held by individuals as a non-business asset are not tax-exempt, they are subject to personal income tax at a flat rate of 15%. The tax base being calculated as the income from the sale of the Certificates reduced by the purchase price of the Certificates and charges related to its acquisition. A loss from the sale of the Certificates may be offset against gains from the sale of the same type of securities in the same fiscal period. In addition to the above, income from the sale of Certificates is exempt if the total income does not exceed CZK 100,000 during the taxable period.

#### *Corporation*

Capital gains from the sale of the Certificates held by corporations are included in their general income tax base and taxed at a flat rate of 19%. A loss from the sale of the Certificates may be offset against profits in the current fiscal period and the following five fiscal periods.

#### **Inheritance and gift tax**

Income from inheritance is fully tax exempt from income tax for both corporations and individuals.

Income from donation derived by non-resident from Czech tax residents is treated as Czech source income and is subject to 15% withholding tax. However, individual's income from gift may be tax exempt depending on the relationship between the donor and the donee. Occasional income below CZK 15,000 is fully tax exempt.

The Czech law is applicable only if a treaty does not provide otherwise.

#### **Other taxes**

No other taxes are levied in the Czech Republic on the acquisition, holding and sale of the Certificates.

#### **Exchange of information**

The Czech Republic has implemented the Council Directive 2014/107/EU and 2015/2376/EU amending Directive 2011/16/EU as regards the automatic exchange of information in the field of taxation.

## **GERMANY**

### **Tax Residents**

Interest payments or capital gains from the sale or repayment of the Certificates to persons or entities who are tax residents in Germany (i.e., persons or entities whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany) are subject to German personal income tax (*Einkommensteuer*) or corporate income tax (*Körperschaftsteuer*) (plus solidarity surcharge (*Solidaritätszuschlag*) at a rate of 5.5% thereon and, if applicable, church tax). Such interest payments or capital gains may also be subject to trade tax (*Gewerbesteuer*) if the Certificates form part of the property of a German trade or business.

#### *Certificates as non-business assets*

Income derived from capital investments (*Einkünfte aus Kapitalvermögen*) is subject to a flat tax (*Abgeltungssteuer*). Such income from capital investments includes, inter alia, any interest received, and capital gains from the disposal, redemption, repayment or assignment of Certificates (including accrued interest, if any) held as non-business assets, irrespective of a holding period. As a rule, the flat tax is imposed by way of withholding. Payment of the flat tax generally satisfies any income tax liability of the Security Holder in respect of such investment income or private capital gains. The flat tax will be levied at a rate of 25% (plus 5.5% solidarity surcharge thereon (resulting in an aggregate tax burden of 26.375%) and, if applicable, church tax) of the relevant gross income. In case the Certificates are denominated in a currency other than the Euro, the acquisition costs at the time of acquisition and the redemption or disposal price at the time of redemption or disposal are converted into Euro. The positive difference represents the taxable profit. No expenses related to the investment income except for a small annual lump-sum tax allowance (of up to EUR 801 for singles or EUR 1,602 for married couples and for partners in accordance with registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing a joint tax return) on all income derived from capital

investments will be deductible. This also applies to the acquisition cost in the case of the Expiration of the Certificates. The flat tax rate is in principle definitive. However, Security Holders will be entitled to apply for a tax assessment, i.e. to include all investment income and private capital gains in their taxable income if the tax assessment will lower the personal income tax burden (*Günstigerprüfung*) or in order to set off losses or make use of the lump sum tax allowance if this has not already happened in the withholding process. However, even in this case, the investment income and private capital gains will have to be taken into account at their gross amount, i.e. any income-related expenses except for the above mentioned lump-sum tax allowance will not be deductible from the Security Holder's tax base.

Losses from the sale, assignment or redemption of the Certificates can only be set-off against other investment income including capital gains. If the set-off is not possible in the assessment period in which the losses have been realized, such losses can be carried forward into future assessment periods only and can be set-off against investment income including capital gains generated in these future assessment periods.

In its decree dated 18 January 2016 (IV C 1 – S 2252/08/10004) the German Federal Ministry of Finance (*Bundesfinanzministerium*) has taken the position that a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) shall, in general, not be treated as a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be deductible for tax purposes. Furthermore, according to the decree dated 18 January 2016 the German Federal Ministry of Finance holds the view that a disposal (*Veräußerung*) (and, as a consequence, a tax loss resulting from such disposal) shall not be recognized if the sales price does not exceed the actual transaction cost.

If the income from the Certificates is allocable to income from leasing and letting of property or income from self-employed activity, the flat tax regime is not applicable. In such case, any tax withheld will be credited against the personal income tax. The income from the Certificates is then taxable at the personal income tax rates of up to 45% (plus solidarity surcharge thereon of 5.5% and, if applicable, church tax); related expenses are deductible.

Currently, discussions are underway aiming to partly abolish the current system of a flat tax regime for interest income received by individual investors holding, for instance, securities as non-business assets. While it is not yet clear if and to what extent the above outlined flat tax regime will be amended, it is likely that any such amendment may lead to a higher tax burden for individual investors whose tax rate exceeds 25%.

The section Withholding Tax below is supplementary to the above.

#### *Certificates as business assets*

Interest income and capital gains derived by German resident corporate Security Holders will be subject to corporate income tax at a rate of 15% (plus solidarity surcharge thereon of 5.5% resulting in an aggregate tax burden of 15,825%) and trade tax. In case of Certificates held by an individual as a business asset, the interest income and capital gains will be taxable at the personal income tax rates of up to 45% (plus solidarity surcharge thereon of 5.5% and, if applicable, church tax) and trade tax. Losses incurred upon the sale or redemption of the Certificates may give rise to negative income. If certain types of Certificates had to be qualified as derivative instruments, restrictions with respect to the claiming of losses may apply.

Interest income and capital gains derived by German resident partnerships are subject to trade tax at the level of the partnership, provided that the partnership conducts a trade or business. Profits realised by partnerships will be allocated to the partners for (corporate) income tax purposes. Individuals as partners are subject to income tax at their respective income tax rate. Corporations as partners are subject to corporate income tax.

The section Withholding Tax below is supplementary to the above.

#### **Withholding Tax**

Withholding tax, if applicable, is levied at a uniform rate of 25% plus solidarity surcharge thereon of 5.5% (resulting in an aggregate tax burden of 26.375%) and, if applicable, church tax. A German branch of a German or non-German bank, financial services institution, or securities trading bank or business each as defined in the German Banking Act (*Gesetz über das Kreditwesen*) ("**Disbursing Agent**") is in principle obliged to withhold withholding tax and pay it to the German tax authorities for the account of the Security Holder.

Where Certificates are held in a custodial account that the Security Holder maintains with a Disbursing Agent, withholding tax will be levied on the gross interest payments. In the event that the disposition, redemption, repayment or assignment of a Certificate is made or commissioned through an agent effecting such disposition, redemption, repayment or assignment commission, withholding tax is levied on the capital gains from the transaction. In principle, the basis for calculation is the interest amount or the difference between the income from the sale or repayment after deduction of expenses that are directly related to the sale transaction or the repayment, and the acquisition costs.

To the extent the Certificates have not been kept in a custodial account with the Disbursing Agent since the time of acquisition, upon the disposal, redemption, repayment or assignment, the withholding tax rate is applied to 30% of the disposal proceeds, unless the Security Holder provides evidence of the actual acquisition cost by submitting a certificate of the previous Disbursing Agent or a foreign credit or financial services institution within the European Economic Area.

In general, no withholding tax will be levied if the Security Holder is an individual (i) whose Certificates do not form part of the assets of a German trade or business and are not allocated to income from a self-employed activity (*selbstständige Arbeit*) or from leasing and letting of property, and (ii) who files an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, but only to the extent the interest income and capital gains from the Certificates together with the other income from capital investment does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the Security Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the relevant local tax office.

The personal income tax liability of a Security Holder holding the Certificates as private assets which are not allocable to a trade or business, to income from a self-employed activity (*selbstständige Arbeit*) or from the leasing and letting of property is, in principle, settled by the tax withheld. However, if the Security Holder is owing church tax and no church tax is withheld by the Disbursing Agent, the holder remains obliged to file a tax return. In case of investment income church tax is collected by way of withholding as a standard procedure unless the Security Holder filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). A tax assessment may be applied for in the cases outlined above. In assessment cases and in cases where the Certificate is held as a business asset or is allocable to other types of income, the withholding tax is credited against the income tax or corporate income tax liability of the Security Holder, or is refunded.

Taxes on the capital gains of a private law corporation that is subject to unlimited taxation in Germany and not exempt from corporate income tax, and that is neither a domestic bank, nor a domestic financial institution nor a domestic investment company, are not collected in the form of withholding tax. In the case of certain specific groups of corporations, this applies only if they provide evidence falling under this group of taxpayers by a certificate from their competent tax office.

To the extent that the capital gains represent business income of a domestic business establishment and the sole proprietor declares this to be so to the domestic disbursing agent on the officially required standard form, the domestic disbursing agent does not need to deduct an amount as withholding tax.

Upon application, withholding tax deductions must not be withheld from capital gains that constitute operating income if and when the withholding tax on the shareholder – given the nature of his business – would be higher, in the long run, than the total personal or corporate income tax to be assessed.

### **Non-Residents**

Interest, including accrued interest, and capital gains are not subject to German taxation, unless (i) the Certificates form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Security Holder or (ii) the interest income otherwise constitutes German source income such as income from the letting and leasing of certain property located in Germany. In cases (i) and (ii) a regime similar to that above in the section "Tax Residents", including the withholding tax regime, applies; capital gains from the disposition of Certificates are, however, only taxable in the case of (i).

Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

### **Inheritance and Gift Tax**

No inheritance or gift taxes with respect to any Certificate will arise under the laws of Germany, if, in the case of inheritance tax, neither the descendant nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Certificate is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates, i.e. citizens who maintained a residence in Germany.

### **Other Taxes**

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Certificates. Germany and other EU Member States intend to introduce a financial transaction tax (see also "Risk of changes in the tax framework, in particular regarding bank tax and the introduction of a financial transaction tax" under 2.1.1 Risks related to the business of Erste Group). However, it is unclear if and in what form such tax will be actually introduced. Currently, net assets tax is not levied in the Germany.

### **International Exchange of Information**

Based on the so-called OECD Common Reporting Standard, the states which have committed themselves to implement this standard ("**Participating States**") will exchange potentially taxation-relevant information about financial accounts which an individual holds in a Participating State other than his country of residence. This procedure commenced in 2017 with information for the year 2016. The same applies for the member states of the European Union. Due to an extension of the Directive 2011/16/EU on administrative cooperation in the field of taxation ("**Mutual Assistance Directive**"), the member states exchange as of 2017 onwards (started with the information for the year 2016) financial information on notifiable financial accounts of individuals which are resident in another member state of the European Union.

In Germany, the amended Mutual Assistance Directive and the OECD Common Reporting Standard were implemented by the Act on the Exchange of Financial Accounts Information (*Finanzkonten-Informationsaustauschgesetz – FKAustG*) which became effective as of 31 December 2015.

## **HUNGARY**

### **General**

*The purpose of the following description is to provide a high-level overview of the relevant Hungarian tax rules based on the laws in force in Hungary as of the date of this Prospectus. The present description does not include a comprehensive analysis of all tax implications that might be relevant to an investment decision. Please note that this disclosure does not substitute for the consultation between the prospective investors and their professional advisors since in order to determine the tax implications of a particular transaction several circumstances should be examined and considered in detail.*

*As far as permitted by law, the Issuer assumes no responsibility with respect to taxes withheld at source.*

### **Residents**

#### ***Private individuals***

Hungarian resident individuals are subject to personal income tax on their worldwide income. It may occur that the source country, if other than Hungary, imposes a withholding tax on income derived from that country. In order to eliminate double taxation, the Hungarian domestic legislation could grant credit for the taxes paid abroad. In case of double taxation treaties in force between the two countries concerned, the relevant double taxation treaty rules will apply and would overrule domestic tax legislation.

### *Interest*

The Hungarian Personal Income Tax Act applies a broad definition of interest income; in connection with publicly offered and traded debt securities and collective investments in transferable securities, interest shall mean the following:

- a) the income paid to the private individual under the title of interest and/or yield, if the securities are held at a specific time prescribed as a precondition for entitlement to interest and/or yield,
- b) in certain cases, the capital gains achieved when securities are called, redeemed, or transferred. In connection with collective investments in transferable securities, redemption shall also cover when the securities are exchanged upon the transformation or merger of the investment fund for the investment certificates of the successor fund. Gains from the transfer of collective investments in transferable securities in certain qualified exchange markets or in a market of an EU, EEA or OECD State will not qualify as interest income, but will be considered as income from capital for Hungarian tax law purposes.

Any interest income derived by the Certificate Holders which qualifies under the above definition would be subject to personal income tax at a rate of 15% in 2018. In the event that the interest income is paid in the form of valuable assets (e.g. securities) and the Hungarian paying agent cannot withhold the relevant tax, the taxable base would be assessed in the amount of the fair market value of the valuable asset received multiplied by 1.18.

In the event that the interest income is received from a Hungarian paying agent, such paying agent should withhold the personal income tax. If the interest income is not received from a paying agent, taxes should be assessed, declared and paid to the tax authority by the private individual himself within the frame of his regular annual tax return.

If the interest income is received from a country other than Hungary, the rules of the relevant double taxation treaty will also apply for the assessment of the personal income tax obligations. In the absence of a double taxation treaty, the Hungarian tax burden may be reduced by the tax paid abroad. However, the maximum amount of the credit will be subject to certain limitations.

Payments distributed by or on behalf of a legal person or other organization having its seat in a low tax jurisdiction would be subject to personal income tax at a 15% rate and the recipient should pay health tax of 19.5 per cent, in addition to the personal income tax.

### *Capital gains*

As explained under the above section, capital gains achieved when debt securities are redeemed or transferred would be generally treated as interest income for Hungarian personal income tax purposes. If the gains realized on the Certificates by the Certificate Holders do not qualify as interest income, the gains would be generally recognized as income from capital gains (unless preferential regimes apply, e.g. 'controlled capital market transactions' or 'qualifying long-term investments').

Capital gain income derived by a resident private individual from the Certificates would be subject to personal income tax at 15% and to health tax ('*egészségügyi hozzájárulás*', '*EHO*') at 14% (the latter is capped at HUF 450,000 *per annum*, which is approximately EUR 1,388). Taxes should be withheld by the paying agent, if the service provider qualifies as a Hungarian paying agent; otherwise, the tax shall be assessed, reported and paid by the private individual directly within the frame of his regular annual tax return. If the income from capital gain is received from abroad, the rules of the relevant double taxation treaty could overrule the domestic personal income tax rules. In the absence of a double taxation treaty, the Hungarian personal income tax to be paid could be reduced by the tax paid abroad, subject to certain limitations. In any case, the Hungarian tax shall be at least 5% of the income.

Payments distributed by or on behalf of a legal person or other organization having its seat in a low tax jurisdiction are subject to personal income tax at a 15 per cent rate and the recipient should pay health tax of 19.5 per cent, in addition to the personal income tax. Please note however that the legislation does not provide for any adverse tax implications in respect of interest received from controlled foreign companies ("**CFC**") as the new definition of the low tax jurisdiction does not cover CFCs since 1 January 2017.

Private individual Certificate Holders shall keep detailed records of all Certificates in their possession. Purchase, transfer, exercise, etc. of Certificates must be also recorded. Records shall

be supported by appropriate certificates issued by the issuer (if applicable). The certificates should contain all data and information necessary for determining the taxable income and fulfilling the tax obligations. The statutory data to be indicated in the records are prescribed by law.

#### *Income from 'controlled capital market transactions'*

On certain conditions, preferential personal income tax rules may apply to income from 'controlled capital market transactions' of private individuals.

For the purpose of these preferential rules, 'controlled capital market transactions' include, among others, certain qualifying transactions concluded with investment service providers, or by the assistance of an investment service provider, in each case for the sale or purchase of financial instruments, goods and foreign currencies at fair market value. Transactions must comply with the respective Hungarian rules and should be carried in the form of activities supervised by the Hungarian National Bank. ('MNB', which is the successor of Hungarian Financial Supervisory Authority PSZÁF).

Preferential rules on 'controlled capital market transactions' could also apply where private individuals conclude any of the above OTC transactions with an investment service provider operating in any EEA member state, or any other state with which Hungary has an agreement on the avoidance of double taxation, provided that (a) the transaction is executed within the framework of activities supervised by the competent financial supervisory authorities of that state, and (b) if the given state is not an EEA member state, there are facilities in place to ensure the exchange of information between the competent authorities and MNB, and (c) the private individual has a certificate made out by the investment service provider to his name, containing all data and information for each transaction concluded during the tax year for the assessment of his tax liability.

As a general rule, interest income as defined under the Interest section above cannot qualify for the application of the preferential rules on 'controlled capital market transactions'.

Income from 'controlled capital market transactions' shall be calculated as the difference between the total profit and the total loss realized on the transactions during the tax year. In 2018, a 15% personal income tax rate would apply on that income.

Due to the preferential tax treatment of 'controlled capital market transactions', the private individual could be entitled to tax compensation with respect to losses realized from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year. Tax 'calculated' for such losses could reduce the taxes calculated on gains realized by the private individual from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year.

The profit realized on 'controlled capital market transactions' and the tax payable on such income should be declared on the basis of self-assessment executed by the private individual and supported by an appropriate certificate of execution issued by the investment service provider. The private individual should pay the tax by the deadline prescribed for filing the tax return for the respective period.

#### *Income from 'qualified long-term investments'*

On certain conditions, preferential personal income tax rules may apply to gains derived by the Certificate Holders, if the gains are derived in the form of income from 'qualified long-term investments'.

Income from 'qualified long-term investments' shall mean the profit that the private individual realizes under a long-term investment contract concluded with an investment service provider or a credit institution. Under the long-term investment contract the private individual places an amount equal to at least HUF 25,000 (approx. EUR 77) on his account for a minimum period of three (and further two) years, and the parties agree on applying the preferential taxation rules laid down by the Hungarian Personal Income Tax Act. If all the conditions prescribed by law fulfil and the 'qualified long-term investment' is held for less than three years, for the 2018, tax year a 15% rate would apply, while if the investment lasts at least three years, a preferential 10% rate is applicable; income from 'qualified long-term investments' would be subject to a 0% rate, if the investment is held for at least five years. From 1 January 2014 private individuals have the possibility to transfer the whole amount of the terminated long term investments to an other financial institute. This is called by the law "deposit transfer".

From 1 January 2017, under certain conditions, the above beneficiary tax rules may also extend to foreign qualified long-term investments, where the investment service provider or the credit institution is not subject to Hungarian data disclosure requirements.

Please note that profits and losses derived in the framework of a 'qualified long-term investment' could not qualify for the calculation of income derived from 'controlled capital market transactions' as described above.

### **Corporations**

#### *Interest*

Interest income of a Hungarian resident corporation shall be included in the ordinary corporate income tax base and as a consequence would be subject to Hungarian corporate income tax at a rate of 9% in 2018.

If any interest income is also subject to tax abroad, the rules of the relevant double taxation treaty will apply. In the absence of a double taxation treaty the domestic Hungarian rules will provide for a credit opportunity, as a result of which the tax paid abroad could be credited against the Hungarian corporation tax. However, the maximum amount of the foreign tax to be credited against is subject to certain limitations.

#### *Capital gains*

Income from capital gains of a Hungarian resident corporation would be included in the ordinary corporate income tax base and subject to corporate income tax at 9%.

If any income from capital gains is also subject to tax abroad, the rules of the relevant double taxation treaty will apply. In the absence of a double taxation treaty, the tax paid abroad can be credited against the Hungarian corporate income tax under the Hungarian domestic rules. The maximum amount of the tax credit would be subject to certain limitations.

### **Non-residents**

#### ***Private individuals***

##### *Interest*

Interest income of a non-resident private individual generally is not subject to Hungarian personal income tax. Please note, however, that in case the interest is payable via a Hungarian place of business (permanent establishment), branch or commercial representation of the obligor, or if the interest payable is in fact tied to the non-resident private individual's Hungarian place of business, the interest income should be regarded as Hungarian source income and thus should be taxed in Hungary. In such case the Hungarian source income will be taxed at 15%. This tax rate is usually overruled and limited by double taxation treaties (if applicable). If a Hungarian paying agent provides the interest payment to the private individual, it should deduct the tax, otherwise the private individual himself should assess, declare and pay the tax to the Hungarian Tax Authority.

##### *Capital gains*

Non-resident private individuals would not be subject to Hungarian personal income tax on capital gains derived from the Certificates. In the unlikely event that a Hungarian double taxation treaty allocates the taxation rights to Hungary instead of the recipient's residence state, Hungarian withholding tax may apply on capital gains.

### **Corporations**

#### *Interest*

Any interest income of a non-resident corporation should be taxable in Hungary only if it relates to the corporation's Hungarian business activity carried on by its Hungarian permanent establishment. The applicable corporate income tax rate is 9% in 2018.

#### *Capital gains*

A non-resident corporation would be taxed in Hungary on capital gains from the Certificates only if the gains are derived through a Hungarian permanent establishment. The applicable corporate income tax rate would be 9%.

A Hungarian double taxation treaty might override the domestic rules and allocate the taxation right to the resident state.



## **Inheritance and gift tax**

Obtaining the Certificates as part of a Hungarian inheritance would incur Hungarian inheritance tax, regardless of the successor's tax residency. In case of a non-Hungarian inheritance, inheritance tax could only arise if the successor (private individual or corporation) is tax resident in Hungary. Even in such case, no inheritance tax should be paid if the successor certifies that inheritance tax was due in the country of inheritance.

The generally applicable inheritance tax rate is 18%. Inheritance between relatives of lineal kinship would be exempt, and further exemptions may also apply.

The donation of the Certificates would be subject to gift tax if the donation takes place in Hungary, regardless of the residency of the parties. The generally applicable gift tax rate is 18%. No gift tax is due on donations between relatives of lineal kinship. If the value of the transferred assets does not exceed HUF 150,000 (approx. EUR 463) and the parties do not conclude a written agreement regarding the donation, no gift tax has to be paid. Further exemptions may also apply.

## **Further tax considerations**

Hungary has introduced a financial transaction tax ("**Hungarian FTT**") as of 1 January 2013. The Hungarian FTT is levied on financial service providers, financial institutions and intermediary service providers seated in Hungary or having a Hungarian branch. Even if the Hungarian FTT would not be imposed on Certificate-Holders directly, the Hungarian FTT may have an impact on Hungarian bank charges.

# **ROMANIA**

## **General**

Starting January 2016, the main taxes and charges in Romania are covered by the new Romanian Fiscal Code (Law no 227/2015 regarding the Fiscal Code), enforced on 1 January 2016. However, the legislation and regulations regarding taxation in Romania as well as the related procedures are still developing and subject to change.

Romanian tax law and procedures are at times unclear and not well developed on matters of taxation of securities-related income, being subject to frequent changes and interpretations. The local tax inspectors have considerable autonomy and may interpret tax rules inconsistently. Thus, both the substantive provisions of Romanian tax law and the interpretation and application of those provisions by the Romanian tax authorities may be subject to more rapid and unpredictable change than in jurisdictions with more developed capital markets.

Moreover, the still evolving situation in Romania and the limited precedent in legislative interpretation or in the manner in which related practical procedures are to be followed may result in inconsistencies and contradictions of the Romanian tax authorities in interpreting various tax rules and regulations.

The following information is based on the Romanian legislation in force as of 2 November 2018 and it may be subject to any changes based on the amendments to be brought in the Romanian laws. The current Romanian tax law does not provide for specific tax treatment applicable to each type of Certificates intended to be issued by the Issuer. Therefore, the information below is of a general nature and is not intended as an exhaustive list of all the Romanian tax implications which could arise in relation with each type of Certificates and which could be relevant to a decision to purchase, own or dispose of any of the Certificates. Prospective investors in the Certificates should consult their professional advisers with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

The information below does not cover the Romanian withholding or procedural requirements applicable to taxes due from Romanian investors in the Certificates.

The Romanian law defines securities (*titluri de valoare*) as being any participation title or any financial instrument, qualified as such by the relevant legislation of the state where they are issued. Therefore, the Certificates intended to be issued may be classified as securities under the Romanian law.

Please be aware that Romanian tax law does not specifically define capital gains for taxation purposes. Under the domestic law (the Romanian Fiscal Code and related Norms for Application approved by Government Decision no. 441/2016), capital gains realised by legal entities are subject to

corporate income tax (or alternatively tax on micro-enterprise income), while capital gains realised by individuals are taxed as investment income.

As a general rule, under the Romanian tax legislation, the Issuer would not assume responsibility with respect to Romanian taxes withheld at source. However, this aspect should be analysed from an Austrian law and relevant double tax treaty perspective, depending also on the type of income that would be paid by the Issuer at a given point in time.

### **Receipt of Certificates**

In principle, the receipt of Certificates should not have any adverse Romanian tax implications.

### **Holding of the Certificates**

Under the Certificates Programme, holders of Certificates do not receive any income – e.g. dividends or interest during the holding of Certificates. Therefore the tax aspects of this type of income paid to a Romanian tax resident or non-residents are not presented below.

According to the Romanian Fiscal Code, taxable profits should be computed as the difference between income derived from any sources (less non-taxable income) and related expenses (less non-deductible expenses, as provided by the law).

According to the Application Norms to the Fiscal Code, income and expenses generated by subsequent evaluation of derivative financial instruments (e.g. Certificates) booked according to accounting regulations shall be taken into account for the purpose of determining the taxable profits (i.e. should be treated as taxable, respectively deductible for profits tax purposes).

The mere holding of the Certificates should not have Romanian income tax implications for individual holders.

### **Execution of / Operation with the Certificates (other than transfer)**

#### *Profits / Income tax considerations*

In respect of legal entities qualifying as corporate income tax payers, according to the Fiscal Code, expenses generated by the execution of derivative financial instruments (e.g. the Certificates) booked according to accounting regulations should be viewed as being expenses performed in the view of the taxpayer's economic activity, thus they should be treated as tax deductible for profits tax purposes. Moreover, income generated by holding / execution of financial instruments (e.g. the Certificates) would be included in the computation of the Romanian legal entity's profits and taxable at 16% profits tax rate.

Please note that legal entities qualifying as micro-enterprise tax payers may not deduct the above mentioned expenses. In this respect, note that under Romanian domestic tax legislation, legal entities with an annual income (except certain income specifically provided by the tax legislation) lower than the equivalent of EUR 1,000,000 as at 31 December of the previous year fall in principle under the obligation to pay tax for micro-enterprises (1% respectively 3%, depending on the number of employees) applied to income derived (except certain income specifically provided by the tax legislation), instead of paying corporate income tax.

In respect of individuals, starting with 1 January 2018, income realized by resident individuals shall be subject to 10% tax in Romania, unless specifically mentioned as non-taxable. Therefore, any potential income which would be realized by resident individuals upon the execution of derivative financial instruments (e.g. Certificates) would be taxable with 10% income tax as investment income. The procedure to be followed in order to discharge such tax liabilities to the Romanian tax authorities should be investigated on a case-by-case basis.

The computation of the gain / loss from operations with derivative financial instruments which are carried out through an intermediary shall be performed at the end of the fiscal year by the intermediary, as defined by the relevant law, if such intermediary is a Romanian tax resident, cumulated for all derivative financial instruments, based on justifying documents. The tax law defines "operations performed with financial instruments" as being the transfer, the exercise or the execution of a financial instrument, defined by the law of the state that issued the instrument, irrespective of the market / place where the operation takes place.

If the operations are not carried out through an intermediary or the intermediary is not a Romanian tax resident, the computation of the gain shall be performed cumulated on a yearly basis, at the end of each fiscal year, by the beneficiary of the income, based on justifying documents.

Annual net gain / loss shall be determined as the difference between the earnings and losses incurred during the respective fiscal year, cumulated from the beginning of the year, from the transfer of securities (Romanian: *titluri de valoare*) and from any other operations with financial instruments, including derivative financial instruments.

Note: The amounts to be considered for Romanian tax purposes (e.g. to compute the earnings/losses) are the amounts in RON, irrespective of whether the Certificates are denominated in a foreign currency.

#### *VAT considerations*

Under the Romanian VAT legislation, there may be arguments to sustain the fact that the execution of the Certificates should be VAT exempt without credit. However, in case the execution of the Certificates implies e.g. a physical transfer of goods, the VAT treatment of such transactions should be investigated on a case by case basis, as the aforementioned VAT exemption would no longer apply. Moreover, care should be taken, as certain types of derivatives do not explicitly fall in the scope of VAT exemption under the Romanian and EU legislation and could trigger VAT implications.

### **Transfer of the Certificates**

#### ***Residents***

##### ***Individuals***

Romanian tax resident individuals (i.e., Romanian citizens with their domicile in Romania and non-residents fulfilling certain residency criteria according to the Fiscal Code) are subject to 10% income tax on their worldwide income, including capital gains. The domestic tax law provides for certain non-taxable income for resident individuals, for instance income realized from holding and trading financial instruments related to public debt, however not likely to be applicable to the Certificates under discussion.

As regards tax resident individuals under the domestic tax law, income from transfer of securities is taxable. As per the Fiscal Code corroborated with the Romanian capital markets legislation (namely Law 297/2004 as subsequently amended and currently in force), any participations titles (including shares) and any financial instruments (including derivative financial instruments) qualified as such by the relevant legislation of the state where they were issued are included in the category of "securities" and thus taxable in Romania as per the rules applicable to such securities. Thus, capital gains from the transfer of securities or from any other operations with derivative financial instruments performed by Romanian tax resident individuals are subject to income tax in Romania at the rate of 10%.

Annual net tax losses from transfer of securities (*titluri de valoare*) and from any other operations with financial instruments, including derivative financial instruments, could be recovered by resident individuals from the annual net earnings obtained in the following seven consecutive fiscal years. Similarly, foreign net tax losses incurred by Romanian resident individuals may be reported and offset against income having the same nature and source, and received from the same source-country in the following seven consecutive fiscal years.

##### ***Legal entities***

A legal entity is resident in Romania if it is incorporated according to the Romanian legislation, if it is a foreign legal person having its place of effective management in Romania or if it is a legal entity having its registered office in Romania and it is incorporated according to the European legislation.

Fiscal losses incurred by Romanian legal entities that qualify as corporate income tax payers can be carried forward for seven consecutive fiscal years starting with fiscal losses incurred in 2009.

Under the current domestic tax law, capital gains obtained from Austria by a Romanian resident legal entity qualifying as corporate income tax payer are subject to corporate income tax at the standard rate of 16% (which applies on the worldwide income of the Romanian legal entity), since there is no separate capital gains taxation concept in Romania. In case any tax is retained in Austria on such gains, a tax credit may be available to the Romanian legal entity (based on the relevant provisions of the Double Tax Treaty concluded with Austria) within the limit established by applying the Romanian corporate income tax rate (i.e. 16%) to the taxable income obtained from Austria.

Moreover, as also mentioned above, under Romanian domestic tax legislation, legal entities with an annual income (except certain income specifically provided by the tax legislation) lower than the equivalent of EUR 1,000,000 as at 31 December of the previous year fall in principle under the obligation to pay tax for micro-enterprises (1% respectively 3%, depending on the number of

employees) applied to income derived (except certain income specifically provided by the tax legislation), instead of paying corporate income tax.

As a general note, if Romania (the country of tax residency of the interest income beneficiary) has concluded a Double Tax Treaty ("**DTT**") with the country of tax residency of the income payer (e.g. Austria), the provisions of the treaty should take precedence over the domestic law, if more favourable. Thus, the current DTT concluded between Romania and Austria may apply with regard to capital gains realised by Romanian tax residents, as described below.

Under the current DTT concluded between Romania and Austria, capital gains to be obtained by a Romanian resident from the transfer of such securities should fall under Article 13(5) of the treaty and therefore shall be taxed only in Romania.

The administrative side related to capital gains tax liabilities should be investigated at the time when the Certificates are transferred, since the Romanian tax legislation is not particularly clear and may suffer changes in this respect.

***Non-residents (including Romanian permanent establishments - e.g. branches - of a foreign legal entity)***

Capital gains obtained by non-resident individuals from trading in any type of securities are subject to taxation in Romania if they qualify as Romanian-sourced income. There are arguments which may be brought to sustain the fact that the Certificates have no connection to Romania and hence the related capital gain (if any) should not be deemed as Romanian-sourced income. However, the taxation of such capital gains should be analysed on a case by case basis, based on the specific conditions of the transactions and the applicable legislation.

Under the Fiscal Code capital gains obtained by non-resident legal entities from the alienation of the Certificates issued by the Austrian issuer should not be subject to taxation in Romania.

In case of Romanian permanent establishments of foreign legal entities, the tax implications described above in the 'Residents' chapter for corporate income tax payers would be applicable. The implications should nevertheless be checked on a case-by-case basis.

Note: The amounts to be considered for Romanian tax purposes (e.g. to compute the gains/losses), for Romanian residents as well as for non-residents, are the amounts in RON, irrespective of whether the Certificates are denominated in a foreign currency.

***VAT considerations***

Under the Romanian tax legislation, trading of financial instruments (such as the Certificates) is normally VAT exempt without credit. However, care should be taken as certain types of derivatives do not explicitly fall in the scope of VAT exemption under the Romanian and EU legislation and could trigger VAT implications.

**Inheritance and Gift Tax**

No Romanian inheritance or gift tax generally applies. If the Certificates are granted free of charge to a Romanian tax resident individual by an employer, the value of the gift may be subject to Romanian income tax (at 10%) and related social security contributions as benefits in-kind.

Moreover, if the granting of the Certificates is performed in the legal form of a donation, the transaction may need to be authenticated by a notary public. For large values, such authentication could trigger fees of around 1% of the value of the transferred Certificates.

## **SLOVAK REPUBLIC**

### **General**

The purpose of the summary below is to provide a general overview of the relevant Slovak tax rules based on the laws in force in Slovakia as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax implications that might be relevant to an investment decision. Please note that investors in the Certificates should consult with their professional advisers particular circumstances which should be examined and considered in detail.

According to the Slovak Act on Securities and Investment Services (No. 566/2001 Coll.) a security is defined widely and shall mean any instrument or record which is assessable in monetary terms, created in a form stipulated by law, carrying rights as defined in that Act and in separate laws, in

particular the right to demand certain assets or exercise certain rights against persons specified by law. The information below is based on the assumption that the new Certificates fulfil all conditions for the treatment as securities under Slovak law.

From the tax perspective the Slovak Income Tax Act (No. 595/2003 Coll., hereinafter only "**Slovak ITA**") does not specify or provide any special rules for taxation of the different kinds of Certificates (i.e. specific rules for Certificates where the revenues from the Certificates are calculated using different methods).

The different rules apply to interest and to capital gains according to the Slovak ITA.

## **Residency**

Individuals, who are residents in Slovakia, are subject to unlimited income tax liability on their world-wide income (i.e. income from domestic and foreign sources). An individual is resident in Slovakia if he/she has his/her domicile (a registered permanent stay), residence or habitual place of abode (a physical presence for more than 183 days in a calendar year) in Slovakia. Residence shall mean (in the context of the double-taxation treaties) the possibility of accommodation, which is permanently available to physical person, other than occasional accommodation for the purposes of business travels, tourism, recreation, etc., while an intention of physical person to permanently reside in the state with respect to his/her personal and economic ties is obvious.

Corporations having their registered office and/or their place of effective management (the place, in which management and business decisions are taken by statutory and supervisory bodies of the legal entity) in the territory of the Slovak Republic are subject to corporate income tax in Slovakia on their world-wide income (i.e. income from domestic and foreign sources).

Non-residents (both individuals and corporations) are subject to income tax only on income from certain Slovak sources. Both in case of residents and non-residents Slovak's right to tax may be restricted by a relevant double taxation treaty.

According to the Slovak tax law an issuer assumes no responsibility with respect to taxes withheld at the source.

## **Residents**

### ***Interest***

#### *Individuals*

In general, interest income earned from the Certificates is subject to a withholding tax of 19%. The withholding tax is applied from income paid to a taxpayer not established or not conducting business, and to the National bank of Slovakia.

In case the income from interest of Certificates originates from sources abroad to an individual person, it shall be included in the special tax base. The tax rate for individuals will be at the level of 19% of the special tax base.

According to the double taxation treaty between the Slovak Republic and Austria the interest received by a Slovak tax resident on Certificates issued by an Austrian entity is subject to income tax in the Slovak Republic only.

If the Certificates were issued by a Slovak branch of the foreign bank, the income would be considered Slovak source, even if the securities would have a foreign ISIN. In practice, it means that the withholding tax of 19% will be applied.

In case the Certificates are issued directly by the foreign bank, the income would be considered also as a Slovak source if the revenues from these securities are attributed to the Slovak branch of the foreign bank (issuer). The tax consideration is the same as in case of issuance of securities by a Slovak branch of the foreign bank.

#### *Corporations*

In general, a corporation shall include the interest in its general corporate income tax base, which is taxable at a tax rate of 21% with effect from the year of 2017. The amendment of the Slovak ITA with effect from 1 January 2018 abolished the institute of a tax licence (minimum tax) for specified corporate entities reporting a tax loss, zero or very low tax in a taxation period. This means that the companies shall not be obliged to pay the minimum tax in case the declare tax losses or a very low tax base.

## **Capital gains**

Income from the sale of Certificates issued in Austria is subject to (personal or corporate) income tax in Slovakia if the recipient is a Slovak tax resident. Such income should be included in the taxpayer's income tax base (no withholding tax is being applied to such income).

When considering the taxation of the sale of securities the source of which is in Austria, the provisions of the existing double taxation treaty between Austria and the Slovak Republic should be taken into consideration. Under the provisions of this double taxation treaty capital gains from the sale of such securities are in general taxable only in the Slovak Republic. The income tax is levied as follows:

### *Individuals*

Taxable income from sale of the Certificates derived by individuals is taxed at a tax rate of 19% for that part of the annual tax base up to the amount of 176.8 times subsistence income and 25% for that part of the annual tax base which exceeds this amount. It means the Slovak tax rate for the income is divided to two parts. The income not exceeding the amount of EUR 35 268,06 EUR (valid for year 2018, the amount of EUR 36 256,37 valid for year 2019) is taxed by 19% tax rate, the amount exceeding the cap for 19% is taxed by a higher 25% tax rate (progressive tax rate). The tax base shall be equal to the taxable total income less any expenses, which may be documented as having been incurred in order to generate the income. Total expenses that can be deducted are the purchase price proven to be paid for the Certificates, or when there is no purchase then the price for the Certificates determined at the time when the Certificates were acquired, and the expenses related to the acquisition or purchase of the Certificates.

The capital gain from the sale of the Certificates will be exempt from Slovak personal income tax if the aggregate of the tax base related to the other income category (i.e. debentures, shares, bills of exchange etc.) does not exceed, in the tax period, the amount of EUR 500. To the same limit for exemption is included also rental income, income from the transfer of options, income from the transfer of interests in a company etc. If the above mentioned limit is exceeded, the sale of such securities after deduction of related expenses is exempt from tax up to the amount of EUR 500.

Further, the income from the sale of securities accepted for the trading on a regulated market or a similar foreign regulated market shall be exempt from tax in its whole amount, if the period between its acquisition and its sale exceeds one year. Such income from the sale of securities is not exempt from tax if the securities were included into business assets of the taxpayer.

From the tax shall be exempt income from the sale of securities, options and income from the derivative transactions derived from long-term investment savings (investment of funds into portfolios administered through financial institutions and specifically regulated) after fulfilment of conditions set (determined) in the special act including income paid after 15 years from the beginning of long-term investment savings. Such income from the sale is not exempt from tax if such securities, options and income from the derivative transactions were included into business assets of the taxpayer.

Taxable income from the Certificates derived by individuals may be subject to obligatory health insurance contributions due in the Slovak Republic. It should be noted that the above information on tax rate and exemption(s) applies for the tax period of the year 2018 and may be changed in the following tax periods.

Interests and other income from holding of the Certificates and income received upon redemption of Certificates representing income sourced outside the Slovak Republic received by the individuals who are tax residents in the Slovak Republic are taxable, the tax base could generally be reduced by mandatory health and social security insurance contributions payable from this income. Capital gain from the sale of the Certificates derived by individuals who are tax residents in the Slovak Republic is taxable, the acquisition price of the Certificates and related expenses including mandatory health and social security insurance contributions payable from this income are tax deductible.

In general, any loss from sale of the Certificates is not recognised for tax purposes. Under specific conditions stated below the loss incurred is entirely accepted as a tax deductible expense:

- 1) Bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond.
- 2) For taxable parties which are engaged in the trading with securities pursuant to special legislation, and which may deduct the expense of acquisition of securities up to the amount posted as their cost.

## *Corporations*

Both interest income and capital gains from securities received by a Slovak resident legal entities are treated as ordinary business income.

Taxable income from the Certificates derived by legal entities is taxed at a tax rate of 21% in the tax period of the year 2018. Legal entities who are tax residents in the Slovak Republic which hold the Certificates as their business assets pay corporate income tax from interest and other income from holding of the Certificates and capital gain from the sale / redemption of the Certificates sourced outside the Slovak Republic within their general tax base (determined in accordance with the accounting regulations). Loss from the sale of the Certificates may not be recognised for tax purposes provided the taxpayer reported an overall loss from the sale of all securities sold in the respective tax period (exceptions apply). Under specific conditions stated below the loss incurred is entirely accepted as a tax deductible expense:

- 1) Bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond.
- 2) For taxable parties which are engaged in the trading with securities pursuant to special legislation, and which may deduct the expense of acquisition of securities up to the amount posted as their cost. If the income arising from the Certificates is paid by a foreign entity, the foreign entity could make withholdings pursuant to the laws of other jurisdictions. According to the provisions of the Double Tax Treaties concluded between the Slovak Republic and the foreign country no withholding tax should be applied on the interest income and income from redemption of the Securities sourced from the foreign country with respect to the Certificates. The owner of the income may be asked to prove that he is entitled to benefit from the provisions of the respective Double Tax Treaty. In case of legal entities who are tax residents in the Slovak Republic and were not established for business activities (such as foundations), such entities may request benefit from Double Tax Treaty directly from the tax office in case of interests and other income from holding of the Certificates or from selling the Certificates. Income from the Certificates may potentially be qualified as having its source in the Slovak Republic if the Certificates are kept in a securities account maintained by a financial agent who distributes the Certificates on behalf of Issuer. In such case, the financial agent could be potentially qualified as the payer of withholding tax in the Slovak Republic at the withholding tax rate of 19%.

## **Slovak non-residents**

Non-residents (both individuals and corporations) are subject to income tax only on income from certain Slovak sources. Income derived by a permanent establishment located in Slovakia is deemed to be Slovak source income. In case of non-residents Slovak's right to tax may be restricted (income may be exempt from taxation or the tax liability may be reduced) by a relevant double taxation treaty.

### ***Interest***

The tax treatment of interest income is the same for individuals and for corporations as well. The interest income paid by a Slovak non-resident (having no permanent establishment in Slovakia) to another Slovak non-resident is not sourced in Slovakia (not subject to taxation in Slovakia).

However, interest income paid by a Slovak paying agent to a non-resident may be treated as Slovak sourced income. In general the paying agent is obliged to withhold a 19% withholding tax from the interest paid (except of the interest paid to a Slovak permanent establishment).

The tax withheld is considered as a final tax in Slovakia except of income from Certificates held by non-residents not performing business activities in Slovakia through a permanent establishment. These non-residents can decide that such tax will be regarded as a tax prepayment.

The withholding tax rate may be reduced based on the double taxation treaty (if any). Please note that income from the bonds paid to a tax non-resident is subject to withholding tax only if a tax non-resident does not perform business activities in Slovakia through a permanent establishment. If the interest is considered as income of a permanent establishment, the withholding tax does not apply and the individual or corporation having the permanent establishment has to pay tax on the interest income in the same way as tax residents (see the section on residents above).

As of 1 March 2014, in case of the payments to the taxpayer from a non-contractual state, the increased withholding tax of 35% is applied. There are e.g. the payments of interests from the securities, sales of the securities from a Slovak tax resident to a taxpayer from a non-contractual state

(i.e. state with which the Slovak Republic has not concluded a double taxation avoidance treaty or the convention on mutual administrative assistance in tax matters).

The list of these non-contractual states is published on the web site of the Ministry of Finance of the Slovak Republic.

### **Capital gains**

Income from the sale of Certificates payable by a Slovak tax non-resident (having no permanent establishment in Slovakia) to another Slovak non-resident is not sourced in Slovakia (not subject to taxation in Slovakia). In general, only the capital gains realised by Slovak tax non-residents on the sale of securities issued by tax payers having their seat in the territory of Slovakia, shall be taxed in Slovakia under local tax law except of the revenues from the state bonds and state treasury bills.

### **Inheritance and gift tax**

There is no inheritance or gift tax in the Slovak Republic.

However, if Certificates are donated by an employer to a Slovak tax resident who is an employee, or if Certificates are donated to a Slovak tax resident who is a self-employed and these Certificates are donated in connection with carrying out his self-employment, the value of the gift is subject to Slovak income tax and related health insurance contributions. As of 1 January 2011 the value of gift is also subject to the Slovak social insurance contributions since the assessment base for social insurance purposes generally follows the tax base of the individual (employee or self-employed person), although some exemptions may apply.

### **Other taxes**

No other taxes are levied in the Slovak Republic on the acquisition, sale or other disposal of the Securities by residents.

## **UNITED STATES**

### **FATCA**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Austria) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Certificates, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Certificates, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Certificates, such withholding would not apply prior to 1 January 2019. Further, Certificates characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Certificates that are not distinguishable from previously issued Certificates are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Certificates, including the Certificates offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Certificates. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Certificates, no person will be required to pay additional amounts as a result of the withholding.



## Dividend Equivalent Payments

Section 871(m) of the Internal Revenue Code provides for a 30% withholding tax (subject to reduction under an applicable treaty) on "dividend equivalent" payments that are paid to foreign investors with respect to certain financial instruments that reference the performance of a United States equity. Under these rules, if a Certificate that is issued after 1 January 2017 provides for "delta-one" exposure (a Certificate will generally be treated as providing for a "delta-one" position if it provides for 100% participation in all of the appreciation and depreciation in the performance of the shares that are referenced by the Certificate during the term of the Certificate) to the performance of shares of a United States corporation, the Issuer is obligated to impose United States withholding tax in respect of the actual dividends that are paid on the shares of the corporation (or corporations) that are referenced by the Certificates even if the Issuer does not actually transmit such amounts to the holder. This tax will also apply if Certificates provides for delta-one exposure to an index or basket that includes shares of a United States corporation, unless as discussed below, the index or basket constitutes a "qualified index". If the index or basket is not a "qualified index", the tax will only apply to the dividends on shares of the United States corporations that are included in the index. The Issuer will state in the Final Terms for a Certificate that references the performance of a United States equity if the Issuer has determined that the Certificate is a "delta-one" Certificate that is subject to Section 871(m) withholding tax.

If a Certificate is subject to the Section 871(m) withholding tax described above, each dividend that is paid on a U.S. equity that is referenced by the Certificate will be subject to a withholding tax at the time that the dividend is paid (or, in certain cases, at the close of the quarter upon which the dividend is paid) even though the Issuer will not make any distributions on the Certificate until the redemption or maturity of the Certificate. The Issuer will remit the withholding tax to the Internal Revenue Service. The Issuer will not reduce the amount that is due under the Certificate by the amount of the Section 871(m) withholding tax. Rather, the Issuer will be deemed to have paid the amount of the Section 871(m) tax to the holder and then paid such amount on behalf of the holders to the Internal Revenue Service. The Issuer expects, however, that as a general matter, any Certificate that is subject to the Section 871(m) tax will reference a net dividend index or basket in which the dividend amount that is included in the index or basket will be reduced by the amount of withholding tax that would be imposed on a direct foreign holder of the United States stocks that are referenced by the Certificate (which is the same rate as the Section 871(m) tax). In addition, the withholding tax rate that will be used to determine the Section 871(m) withholding tax as well as the net dividend that is included in the index or basket that is referenced by the Certificate will not take into account any reduced rate to which a holder may be entitled under an applicable tax treaty. In such a case, the asset, index or basket that is referenced by the Certificate will only be increased by the "net" dividends that are paid with respect to the equities that are referenced by the Certificate (i.e., the increase will be net of the withholding tax described in this paragraph). The tax will be imposed at the full withholding tax rate even if the holders are otherwise eligible for a reduction in the rate under an applicable treaty. In addition, the holder may not receive the necessary information reporting to enable the holder to claim a refund for the excess of the withholding tax over the tax that would be imposed under an applicable treaty. Furthermore, the holder may not be able to claim a credit for the payment of the Section 871(m) withholding tax in the holder resident tax jurisdiction, and therefore it should consult a tax advisor in such jurisdiction as to whether he will be able to claim such a credit. The withholding tax that the Issuer or, as the case may be, the custodian of the holders collects will completely satisfy a holder's Section 871(m) tax liability and therefore no other withholding agent will be obligated to impose any additional Section 871(m) tax with respect to the Certificates.

Section 871(m) withholding tax will generally not apply to a Certificate that references a qualified index even if it is otherwise a "delta-one" Certificate. A "qualified index" is an index that is passive, diverse, widely used by numerous market participants, and that satisfies a number of technical requirements that are set forth in Treasury Regulations. Even if an index otherwise constitutes a "qualified index", a Certificate may not be treated as referencing a "qualified index" with respect to a particular holder if the holder holds a related short position in one or more of the component securities in the index (other than a short position in the entire index, or a "de minimis" short position with a value of less than 5% of the value of the long positions in the index). Because of this possibility, custodians and other withholding agents may require a holder of a Certificate that references a "qualified index" to make representations or certifications regarding the nature of any short positions that it holds with respect to the components of the index and it is possible that a custodian or other withholding agent will impose the Section 871(m) withholding tax if it does not receive a satisfactory representation or certification or if it otherwise concludes that the holder may hold a related short position described above.

In addition, a holder may be subject to Section 871(m) even if it holds a Certificate that is not a "delta-one" Certificate under the rules described above if (a) the holder's position under the Certificate would be "delta-one" when combined with other related positions that are held by the holder or (b) if a principal purpose for the holder's investment in the Certificate is to avoid the application of Section 871(m), in which case a special Section 871(m) anti-abuse rule could apply to the holder's investment in the Certificates. In such a case, a United States alien holder may be liable for Section 871(m) tax in respect of its Certificates even when no withholding is required in respect of the Certificates.

Furthermore, Certificates that are issued on or after 1 January 2021 may be subject to Section 871(m) even if they are not a "delta-one" Certificate under the rules described above. It is possible that the Internal Revenue Service could assert that a Certificate that is issued before such date could be deemed to be reissued for tax purposes after 1 January 2021 upon (i) a rebalancing or adjustment of the asset, position, index or basket that is referenced by the Certificate or (ii) the substitution of a new issuer in place of the Issuer of a Certificate. In such a case, a Certificate that is originally issued before 1 January 2021 and is not "delta-one" (and is thus originally not subject to Section 871(m)) could be subject to Section 871(m) after the deemed reissuance.

In addition, while Certificates that are issued before 1 January 2019 should generally be grandfathered from FATCA (as described above under the section "FATCA"), any payments on the Certificates that are subject to the Section 871(m) withholding tax may also be subject to FATCA withholding if an investor or intermediary does not comply with the applicable FATCA certification and identification requirements.

The application of Section 871(m) to the Certificates is complex, and there may be uncertainties regarding the application of Section 871(m) to the Certificates. If the holder is a United States alien holder, he should consult his tax advisor about the application of Section 871(m) to the Certificates.

Further information (if any) may be specified under "Information in relation to Section 871(m) of the Internal Revenue Code" under "*Other information*" in the applicable Final Terms.

## 10. SUBSCRIPTION AND SALE

The sale and/or distribution of the Certificates may be subject to restrictions in various jurisdictions. The Issuer may from time to time request the FMA to provide to competent authorities of Member States of the European Economic Area a notification concerning the approval of the Prospectus.

Except for publishing and filing this Prospectus, the Issuer has not taken any measures and will not take any measure in order to make the public offer of the Certificates or their possession or the distribution of offer documents relating to the Certificates permissible in a jurisdiction where special measures have to be taken for this purpose. Certificates may be offered, sold, or delivered within a jurisdiction or originating from a jurisdiction only, if this is permitted pursuant to applicable laws and other legal provisions and if no obligations arise for the Issuer.

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from, and including, the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") the Issuer has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation hereto to the public in that Relevant Member State, except that it may, with effect from, and including, the Relevant Implementation Date, make an offer of such Certificates to the public in that Relevant Member State:

- (a) if the final terms in relation to the Certificates specify that an offer of those Certificates may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-Exempt Offer**"), following the date of publication of a prospectus in relation to such Certificates which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-Exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-Exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant dealer or dealers offering the Certificates in the Relevant Member State nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive or pursuant to any applicable national law of any Relevant Member State,

**provided that** no such offer of Certificates referred to in (b) to (d) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an **offer of Certificates to the public** in relation to any Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression **Prospectus Directive** means Directive 2003/71/EC (as amended including by Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014), and includes any relevant implementing measure in that Relevant Member State.

The Issuer may include further selling restrictions in the Final Terms issued in respect of the issue of Certificates to which it relates or in a supplement to the Prospectus.

The Certificates have not been and will not be registered under the Securities Act and may include Certificates in bearer form that are subject to U.S. tax law requirements. Certificates may not be offered, sold or delivered within the United States or, for the account and benefit of U.S. persons.

## 11. FORM OF FINAL TERMS (GERMAN AND ENGLISH LANGUAGE)

<b>FORM OF FINAL TERMS</b>	<b>MUSTER DER ENDGÜLTIGEN BEDINGUNGEN</b>
<b>Final Terms dated</b>	<b>Endgültige Bedingungen vom</b>
[insert date: ●]	[Datum einfügen: ●]
[in the case of an increase of issue size, insert: Final Terms dated [insert date: ●] (the "[First][●] Increase of Issue Size"), which are being consolidated with the outstanding [insert description of the Certificates: ●] ([ISIN ●][●]) issued on [insert date of the first issue: ●][insert additional issue where applicable: ●] under the Prospectus dated [insert date: ●] into a single issue.]	[im Fall einer Aufstockung einfügen: Endgültige Bedingungen vom [Datum einfügen: ●] (die "[Erste][●] Aufstockung"), die mit den ausstehenden, am [Datum der Erstemission einfügen: ●][Gegebenenfalls weitere Emission einfügen: ●] zum Prospekt vom [Datum einfügen: ●] begebenen [Bezeichnung der Zertifikate einfügen: ●] ([ISIN ●][●]) konsolidiert werden und eine einheitliche Emission bilden.]
in relation to the	zum
Base Prospectus	Basisprospekt
in accordance with § 1 (1) Nr. 17 of the Austrian Capital Market Act (Kapitalmarktgesetz)	gemäß § 1 (1) Nr. 17 Kapitalmarktgesetz
<b>Erste Group Bank AG (Issuer)</b>	<b>Erste Group Bank AG (Emittentin)</b>
<b>[●] CERTIFICATES</b>	<b>[●] ZERTIFIKATEN</b>
linked to	bezogen auf

[an Index]	[einen Index]
[an Exchange Traded Fund (ETF)]	[einen Exchange Traded Fund (ETF)]
[a Share]	[eine Aktie]
[a basket of Shares]	[einen Aktienkorb]
[a Currency Exchange Rate]	[einen Währungs-Wechselkurs]
[an Interest Rate]	[einen Zinssatz]
[a Commodity]	[einen Rohstoff]
[a Futures Contract]	[einen Futures Kontrakt]
<i>These Final Terms relate to the Base Prospectus dated [●] as supplemented from time to time.</i>	<i>Diese Endgültigen Bedingungen beziehen sich auf den Basisprospekt vom [●] einschließlich etwaiger zukünftiger Nachträge.</i>

The subject of the Final Terms are [●] Certificates linked to a[n] [Index] [Exchange Traded Fund (ETF)] [Share] [basket of Shares] [Currency Exchange Rate] [Interest Rate] [Commodity] [Futures Contracts] (the " <b>Certificates</b> "), which are issued by Erste Group Bank AG (the " <b>Issuer</b> ").	Gegenstand dieser Endgültigen Bedingungen sind von Erste Group Bank AG (die " <b>Emittentin</b> ") emittierte [●] Zertifikate bezogen auf eine[n] [Index] [Exchange Traded Fund (ETF)] [Aktie] [Aktienkorb] [Währungs-Wechselkurs] [Zinssatz] [Rohstoff] [Futures Kontrakt] (die " <b>Zertifikate</b> ").
<i>[Insert in the case of an increase, if applicable: The [insert number: ●] Certificates together with the [insert number: ●] Certificates with the securities identification number [ISIN ●][●], issued under the Final Terms dated [insert date: ●] (the "<b>First Final Terms</b>") [insert additional issue where appropriate: ●] to the Prospectus dated [insert date: ●] as amended by any supplements, form a single series within the meaning of Section 4 (1) of the General Conditions, i.e. they have the same [ISIN][●] and – with the exception of the number – the same features (referred to together as the "<b>Certificates</b>").]</i>	<i>[im Fall einer Aufstockung einfügen: Die [Anzahl einfügen: ●] Zertifikate bilden zusammen mit den [Anzahl einfügen: ●] Zertifikaten der [ISIN ●][●], die unter den Endgültigen Bedingungen vom [Datum einfügen: ●] (die "<b>Ersten Endgültigen Bedingungen</b>") [Gegebenenfalls weitere Emission einfügen: ●] zum Prospekt vom [Datum einfügen: ●] in der Fassung etwaiger Nachträge emittiert wurden, eine einheitliche Emission im Sinne des § 4 (1) der Allgemeinen Bedingungen, d. h. sie haben die gleiche [ISIN][●] und – mit Ausnahme der Anzahl – die gleichen Ausstattungsmerkmale (zusammen die "<b>Zertifikate</b>").]</i>
<b>The Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC, as amended (the "Prospectus Directive") and must be read in conjunction with the Base Prospectus and its supplement(s) (if any). Full information on the Issuer and the offer of the Certificates is only available on the basis of the combination of these Final Terms and the Base Prospectus (including any supplements, thereto and the documents incorporated by reference).</b>	<b>Die Endgültigen Bedingungen wurden im Einklang mit Artikel 5 (4) der Richtlinie 2003/71/EG in der geltenden Fassung (die "Prospektrichtlinie") erstellt und müssen zusammen mit dem Basisprospekt und etwaigen Nachträgen gelesen werden. Vollständige Informationen zur Emittentin und dem Angebot der Zertifikate ergeben sich nur aus der Zusammenschau dieser Endgültigen Bedingungen mit dem Basisprospekt (einschließlich eventueller zugehöriger Nachträge und den durch Verweis einbezogenen Dokumenten).</b>
The Final Terms to the Base Prospectus are represented in the form of a separate document	Die Endgültigen Bedingungen zum Basisprospekt haben die Form eines gesonderten Dokuments

according to Article 26 (5) of the Commission Regulation (EC) No 809/2004, as amended (the " <b>Prospectus Regulation</b> ").	gemäß Artikel 26 (5) der Verordnung (EG) Nr. 809/2004 der Kommission, in der geltenden Fassung (die " <b>Prospektverordnung</b> ").
The subject of the Final Terms is determined by Article 22 (4) of the Prospectus Regulation. Accordingly, the Final Terms (i) contain new information in relation to information items from the securities note schedules which are listed as Categories B and C in Annex XX of the Prospectus Regulation, and (ii) replicate or make reference to options already provided for in the Base Prospectus which are applicable to the individual series of Certificates.	Der Gegenstand der Endgültigen Bedingungen bestimmt sich nach Artikel 22 (4) der Prospektverordnung. Entsprechend enthalten die Endgültigen Bedingungen (i) neue Informationen zu den Informationsbestandteilen der Schemata für die Wertpapierbeschreibung, die in Annex XX der Prospektverordnung als Kategorie B- und Kategorie C-Informationsbestandteile aufgeführt werden, und (ii) wiederholen bzw. verweisen auf bereits im Basisprospekt angelegte optionale Bestandteile, die auf die jeweilige Serie von Zertifikaten Anwendung finden.
<b>The Base Prospectus, any supplements thereto and the Final Terms are published by making them available free of charge at Erste Group Bank AG, Am Belvedere 1, A-1100 Vienna, Austria, and in another form as may be required by law. Furthermore, these documents are published in electronic form on the website "<a href="https://www.erstegroup.com/de/ueberuns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006">https://www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006</a>" or, in relation to Final Terms, <a href="https://www.erstegroup.com">produkte .erstegroup.com</a>.</b>	<b>Der Basisprospekt, eventuell zugehörige Nachträge sowie die Endgültigen Bedingungen werden durch zur kostenlosen Ausgabe bei der Erste Group Bank AG, Am Belvedere 1, A-1100 Wien, Österreich bereitgehalten und, sofern gesetzlich erforderlich, in einer anderen Form veröffentlicht. Darüber hinaus sind diese Dokumente in elektronischer Form auf der Webseite "<a href="https://www .erstegroup.com/de/ueberuns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006">https://www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006</a>" oder, hinsichtlich der Final Terms, <a href="https://www.erstegroup.com">produkte .erstegroup.com</a> veröffentlicht.</b>
<b>An issue specific summary, fully completed for the Certificates, is annexed to these Final Terms.</b>	<b>Eine emissionspezifische Zusammenfassung, die für die Zertifikate vervollständigt wurde, ist diesen Endgültigen Bedingungen beigelegt.</b>
<b>[The Base Prospectus dated 2 November 2018 is expected to be valid until 1 November 2019. Thereafter the Issuer intends to publish an updated and approved base prospectus on the website of the Issuer ("<a href="https://www .erstegroup.com/de/ueberuns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006">https://www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006</a>") and from that point in time, the Final Terms must be read in conjunction with the new base prospectus.]</b>	<b>[Der Basisprospekt vom 2. November 2018 wird voraussichtlich bis zum 1. November 2019 gültig sein. Für die Zeit danach beabsichtigt die Emittentin einen aktualisierten und gebilligten Basisprospekt auf der Internetseite der Emittentin ("<a href="https://www .erstegroup.com/de/ueberuns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006">https://www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/optionsscheine-und-zertifikate-ab-2006</a>") zu veröffentlichen, und die Endgültigen Bedingungen sind ab diesem Zeitpunkt in Verbindung mit dem neuen Basisprospekt zu lesen.]</b>

<b>CONTRACTUAL TERMS – ISSUE SPECIFIC CONDITIONS</b>	<b>VERTRAGLICHE BEDINGUNGEN – Emissionsbezogene Bedingungen</b>
<i>In respect of the Series of Certificates the Issue Specific Conditions as replicated in these Final Terms and the General Conditions as laid out in the Base Prospectus together shall constitute the Terms and Conditions applicable to the Series of Certificates (the "<b>Conditions</b>"). The Issue</i>	<i>In Bezug auf die Serie von Zertifikate beinhalten die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in diesen Endgültigen Bedingungen wiederholt werden, und die im Basisprospekt enthaltenen Allgemeinen Bedingungen die auf die Serie von Zertifikaten</i>

<p><i>Specific Conditions as replicated in these Final Terms are to be read in conjunction with the General Conditions.</i></p>	<p><i>anwendbaren Zertifikatsbedingungen (die "<b>Bedingungen</b>"). Die Emissionsbezogenen Bedingungen, in der Gestalt wie sie in den jeweiligen Endgültigen Bedingungen wiederholt werden, müssen zusammen mit den Allgemeinen Bedingungen gelesen werden.</i></p>
<p><i>[insert applicable Product Specific Provisions (Part A.) and Underlying Specific Conditions (Part B.)]</i></p>	<p><i>[anwendbare Produktbezogene Bedingungen (Teil A.) und Basiswertbezogene Bedingungen (Teil B.) einfügen]</i></p>

## ISSUE SPECIFIC CONDITIONS – ANNEX

### Table 1 – in addition to Part A. Product Specific Conditions

**Issue Date:** [•][At the earliest the [•], in any case on or before the settlement date where a transaction has taken place [on a trading venue in the sense of Article 4 (1) No. 24 of the Directive 2014/65/EU]]

**Paying Agent, Calculation Agent:** [•]

**Quotations:** bid and ask quotations will be published by the Issuer on [Reuters page "ERSTE02"] [•]

**Website for notices:** [•]

**Securities Depository:** [•]

**Clearing System:** [•]

**Offer State[s]:** [Austria] [,][and] [Germany] [,][and] [the Czech Republic] [,][and] [Hungary] [,][and] [Romania] [,][and] [the Slovak Republic]

**[Controlling and binding language:** •]



Type of Security	Currency of the Certificate	ISIN	[WKN]	Underlying	[Initial Reference Price] [/ Strike] [/ Reverse Level] [Initial Cash Amount] [/ Initial Value of the Basket]	Volume / Minimum Trading Number	[Multiplier] [/ Bonus Level] [/ Cap 1] [/ Cap 2] [Barrier] [/Initial Stop-Loss Barrier] [Stop-Loss Buffer] [Maximum Amount 1] [/ Maximum Amount 2] [/ Bonus Amount [and/or Minimum Amount]	Initial Reference Date / First Trading Day / First Settlement Date
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Last Trading Day][Exercise Date] [/ Final Valuation Date]	[Observation Period] [Start of the Exercise Period]	[Participation Factor 1] [/ Participation Factor 2] [Factor] [Financing Rate] [Margin <sup>8</sup> ]	Settlement Currency / Reference Currency	[Minimum Exercise Number] [/ Maximum Exercise Number]	Initial Issue Price	[Transaction Fee] [/ Initial Transaction Fee] [ / Maximum Transaction Fee] [Management Fee (in per cent.)]	[Relevant Exchange]	<i>[insert additional definition(s):</i> [•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

<sup>8</sup> [The specified Margin is a maximum value which may be used for the calculation of the Financing Costs. The actual value of the Margin which will be used for the calculation of the Financing Costs on a specific day may be a lower than the maximum value, depending *inter alia* on the volatility of the Underlying or other marked parameters.][•]

## EMISSIONSBEZOGENE BEDINGUNGEN – ANNEX

### Tabelle 1 – in Ergänzung zu Teil A. Produktbezogene Bedingungen

**Emissionstag:** [•][Frühestens der [•], jedenfalls am oder vor dem ersten Abwicklungstag, sobald ein Geschäft [an einem Handelsplatz im Sinne des Artikels 4 Absatz 1 Nummer 24 der Richtlinie 2014/65/EU] stattgefunden hat]

**Zahlstelle, Berechnungsstelle:** [•]

**Preisquotierungen:** An- und Verkaufspreise werden von der Emittentin auf [der Reutersseite "ERSTE02"] [•] veröffentlicht

**Webseite für Bekanntmachungen:** [•]

**Verwahrstelle:** [•]

**Clearing System:** [•]

**Angebotsländer:** [Österreich] [,][und] [Deutschland] [,][und] [die Tschechische Republik] [,][und] [Ungarn] [,][und] [Rumänien] [,][und] [die Slowakische Republik]

**[Rechtsverbindliche Sprache:** •]

Wert papie rtyp	Währung des Zertifikats	ISIN	[WKN]	Basiswert	[Anfänglicher Referenzpreis] [/] [Basispreis] [/ Reverselevel] [Anfänglicher Auszahlungsbetrag][Anfangswert des Korbs]	Volumen / Mindesthandels- volumen	[Bezugsverhältnis] [Bonuslevel] [Cap[ 1]]/ Cap 2]] [/ Barriere] [/ Anfängliche Stop-Loss Barriere] [/ Stop-Loss Puffer] [/ Höchstbetrag[ 1]] [ / Höchstbetrag 2]] [/ Bonusbetrag [bzw. Mindestbetrag]]	Anfänglicher Referenztag / Erster Handelstag [/ Erster Valutatag]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Letzter Handelstag][ Ausübungstag] [/ Finaler Bewertungstag]	[Beobachtungs- zeitraum] [Beginn der Ausübungsfrist ]	[Partizipation- faktor[ 1]]/[ Partizipations- faktor 2]] [Faktor]/[ Finanzierungs- rate]/[ Marge <sup>9</sup> ]]	Auszahlungs- währung/ Referenz- währung	[Mindestaus- übungs- menge] [/ Höchstaus- übungsmenge]	Anfänglicher Ausgabepreis	[Transaktions- gebühr] [/ Anfängliche Transaktions- gebühr] [/ Maximale Transaktions- gebühr] [Management- gebühr (in %)]	[Maßgebliche Börse]	[weitere Definition(en) einfügen: [•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

<sup>9</sup> [Die angegebene Marge stellt einen Maximalwert dar, der für die Berechnung der Finanzierungskosten herangezogen werden kann. Die tatsächliche Höhe der Marge, die zur Berechnung der Finanzierungskosten an einem bestimmten Tag zur Anwendung kommt, kann auch niedriger als der angegebene Maximalwert sein, abhängig u.a. von der Volatilität des Basiswerts oder anderer Marktparameter.][•]]

**Table 2 – in addition to Part B. Underlying Specific Conditions**

Underlying / Type of Underlying [/ ETF]	ISIN of the Underlying	[Basket] [/] [Basket Constituent]	[[Initial] Weighting Factor][Relevant Number of Shares] <sup>*)</sup>	[Exchange Rate Screen Page] [/] [Exchange Rate Screen Page for the relevant Basket Constituent]	[Index Sponsor] [/] [Company]	[Related Exchange] [/] [Reference Market]
[•]	[•]	[•]	[•]	[•]	[•][(as well as any entity which has been commissioned by it to calculate and/or to publish the relevant underlying price)]	[•]

[Rollover Date] [/] [Expiration Months][Months] [/] [Initial] [Expiration Date]	[Underlying Price] [/] [Reference Currency] [/] [Reference Currency for the relevant Basket Constituent]	[Screen Page] [/] [Information Service Provider] [/] [Relevant Time]	<i>[insert additional definitions:]</i> [•]
[•]	[•]	[•]	[•]

<sup>\*)</sup> In case of a Subscription Period the [[Initial] Weighting Factor] [and] [the Relevant Number of Shares] [•] will be determined only at the end of such a Subscription Period [and will be published according to Section 6 of the General Conditions]. The Calculation Agent determines the [[Initial] Weighting

Factor] [and] [the Relevant Number of Shares] in its reasonable discretion on the basis of [the Initial Reference Price to be determined on Initial Reference Date][changes in the market conditions, such as changes in volatilities in the relevant Basket Constituents, which occur between the beginning and the end of a Subscription Period][●].]

**Tabelle 2 – in Ergänzung zu Teil B. Basiswertbezogene Bedingungen**

<b>Basiswert / Art des Basiswerts [ / ETF]</b>	<b>ISIN des Basis- werts</b>	<b>[Korb][/] [Korb- bestandteil ]</b>	<b>[[Anfänglicher] Gewichtungs- faktor][Maßgebliche Anzahl Aktien]*<sup>1)</sup></b>	<b>[Wechselkurs-Bildschirmseite] [/] [Wechselkurs-Bildschirmseite für den jeweiligen Korbbestandteil]</b>	<b>[Index Sponsor] [/] [Gesellschaft]</b>	<b>[Maßgebliche Termin- börse] [/] [Referenz- markt]</b>
[•]	[•]	[•]	[•]	[•]	[•] [(sowie jede von diesem zur Berechnung und/oder Veröffentlichung der jeweiligen Kursreferenz beauftragte Einheit)]	[•]

<b>[Rollovertag] [/] [Maßgebliche [Verfallsmonate] [Monate]] [/] [Anfänglicher] [Verfalltermin]</b>	<b>[Kursreferenz] [/] [Handelswährung] [/] [Referenzwährung] [/] [Referenzwährung für den jeweiligen Korbbestandteil]</b>	<b>[Bildschirmseite] [/] [Wirtschaftsinformationsdienst] [/] [Maßgebliche Zeit]</b>	<b>[weitere Definition(en) einfügen:] [•]</b>
[•]	[•]	[•]	[•]

[\*] Der [[Anfängliche] Gewichtungsfaktor] [und] [die Maßgebliche Anzahl Aktien] [●] werden im Falle einer Zeichnungsfrist erst am Ende einer solchen Zeichnungsfrist festgelegt [und gemäß § 6 der Allgemeinen Bedingungen bekannt gegeben]. Die Berechnungsstelle bestimmt den [[Anfänglichen] Gewichtungsfaktor] [und] [die Maßgebliche Anzahl Aktien] nach billigem Ermessen auf der Basis [des am Anfänglichen Referenztag festzulegenden Anfänglichen Referenzpreis] [der Veränderungen der Marktbedingungen, insbesondere Veränderung der Volatilitäten der jeweiligen Korbbestandteile, die zwischen dem Beginn und dem Ende der Zeichnungsfrist stattfinden][●].]

OTHER INFORMATION	WEITERE INFORMATIONEN
<p><b><i>Interest of natural and legal persons involved in the issue/offer</i></b></p>	<p><b><i>Interessen an der Emission beteiligter natürlicher und juristischer Personen</i></b></p>
<p>[Concerning interests of individuals or legal entities involved in the issue as well as potential conflicts of interests resulting from this, see under "2.2.4. Risk factors relating to conflicts of interest" in Section "2.2 Factors which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme" of the Base Prospectus.][●]</p>	<p>[In Bezug auf Interessen von an der Emission beteiligter natürlicher und juristischer Personen sowie daraus resultierender potentieller Interessenkonflikte siehe unter "2.2.4. Risikofaktoren in Bezug auf Interessenkonflikten" im Abschnitt "2.2 Faktoren, die wesentlich für die Beurteilung der mit den, unter dem Basisprospekt emittierten, Zertifikaten verbundenen Marktrisiken sind" des Basisprospekts.][●]</p>
<p><b><i>Offer method</i></b></p>	<p><b><i>Angebotsmethode</i></b></p>
<p>[insert in the case of Certificates without subscription period: The Certificates are being offered over-the-counter on a continuous basis ("tap issue" (Daueremission)).</p>	<p>[im Fall von Zertifikaten ohne Zeichnungsfrist einfügen: Die Zertifikate werden in einem freihändigen, fortlaufenden Angebot (Daueremission) angeboten.</p>
<p>The Issuer intends to offer the Certificates issued under these Final Terms from [insert start date of Offer Period: ●] to [●] [the Final Valuation Date] [and/or to] [the date of the termination of the Certificates] [and/or to the date on which the Issuer cease to continue the offer of the Certificates] (the "Offer Period") in [Austria][,][and] [Germany][,][and] [the Czech Republic][,][ and] [Hungary][,][and] [Romania] [and] [the Slovak Republic].]</p>	<p>Die Emittentin beabsichtigt, die unter diesen Endgültigen Bedingungen begebenen Zertifikate vom [Starttag der Angebotsfrist einfügen: ●] bis zum [●] [Finalen Bewertungstag] [bzw. bis zum] [Tag der Kündigung der Zertifikate] [bzw. bis zum] Tag, an dem die Emittentin das Angebot der Zertifikate nicht mehr fortsetzt,] (die "Angebotsfrist") in [Österreich][,][und] [Deutschland][,][und] [der Tschechischen Republik][,][und] [Ungarn][,][und] [Rumänien] [und] [der Slowakischen Republik] anzubieten.]</p>
<p>[insert in the case of Certificates with subscription period: The Certificates are being offered during a subscription period at a fixed price [plus an issuing premium]. When the respective subscription period has ended, the Certificates will be sold and offered on a continuous basis over-the-counter. [The Issuer intends to offer the Certificates issued under these Final Terms from [insert start date of Offer Period: ●] to [●] [the Final Valuation Date] [and/or to] [the date of the termination of the Certificates] [and/or to the date on which the Issuer cease to continue the offer of the Certificates] (the "Offer Period") in [Austria][,][and] [Germany][,][and] [the Czech Republic][,][and] [Hungary][,][and] [Romania] [and] [the Slovak Republic].]</p>	<p>[im Fall von Zertifikaten mit Zeichnungsfrist einfügen: Die Zertifikate werden während einer Zeichnungsfrist zu einem festen Preis [zuzüglich eines Ausgabeaufschlages] angeboten. Nach Abschluss der jeweiligen Zeichnungsfrist werden die Zertifikate freihändig fortlaufend verkauft und angeboten. Die Emittentin beabsichtigt, die unter diesen Endgültigen Bedingungen begebenen Zertifikate vom [Starttag der Angebotsfrist einfügen: ●] bis zum [●] [Finalen Bewertungstag] [bzw. bis zum] [Tag der Kündigung der Zertifikate] [bzw. bis zum] Tag, an dem die Emittentin das Angebot der Zertifikate nicht mehr fortsetzt,] (die "Angebotsfrist") in [Österreich][,][und] [Deutschland][,][und] [der Tschechischen Republik][,][und] [Ungarn][,][und] [Rumänien] [und] [der Slowakischen Republik] anzubieten.]</p>
<p>[The subscription period begins on [●] and ends on [●].]</p>	<p>[Die Zeichnungsfrist beginnt am [●] und endet am [●].]</p>
<p>The Issuer reserves the right to terminate [the subscription period][the offer] early for any reason whatsoever. [If a total subscription volume of [●]</p>	<p>Die Emittentin behält sich vor, [die Zeichnungsfrist][das Angebot], gleich aus welchem Grund, vorzeitig zu beenden. [Ist vor</p>



for the Certificates has been reached prior to the end of the subscription period at any time on a business day, the Issuer will terminate the subscription period for the Certificates at the relevant time on that business day without prior notice. The Issuer is not obliged to issue subscribed Certificates.]	Beendigung der Zeichnungsfrist zu irgendeinem Zeitpunkt an einem Geschäftstag bereits ein Gesamtzeichnungsvolumen von [●] für die Zertifikate erreicht, beendet die Emittentin die Zeichnungsfrist für die Zertifikate zu dem betreffenden Zeitpunkt an diesem Geschäftstag ohne vorherige Bekanntmachung. Die Emittentin ist nicht verpflichtet, gezeichnete Zertifikate zu emittieren.]
[The Issuer reserves the right to cancel the issue of the Certificates for any reason whatsoever.]	[Die Emittentin behält sich das Recht vor, die Emission der Zertifikate, gleich aus welchem Grund, zu stornieren.]
[In particular, the issue of the Certificates depends, among other things, on whether the Issuer has received a total volume of at least [●] valid subscription applications for the securities by the end of the subscription period. If this condition is not met, the Issuer may cancel the issue of the Certificates at the end of the subscription period.]	[Insbesondere hängt die Emission der Zertifikate unter anderem davon ab, ob beim Emittenten bis zum Ende der Zeichnungsfrist gültige Zeichnungsanträge für die Wertpapiere in einem Gesamtvolumen von mindestens [●] eingehen. Sollte diese Bedingung nicht erfüllt sein, kann die Emittentin die Emission der Zertifikate zum Ende der Zeichnungsfrist stornieren.]
[If the Subscription Period is early terminated or extended or if no issuance occurs, the Issuer will publish a corresponding notice on the website [www.erstegroup.com][●].]	[Sofern die Zeichnungsfrist vorzeitig beendet wird bzw. sofern keine Emission erfolgt, wird die Emittentin eine entsprechende Mitteilung auf der Website [www.erstegroup.com][●] veröffentlichen.]
[where applicable: Minimum subscription amount: [●] Certificates]	[sofern anwendbar: Mindestzeichnungsbetrag: [●] Zertifikate]
[where applicable: Maximum subscription amount: [●] Certificates]	[sofern anwendbar: Höchstzeichnungsbetrag: [●] Zertifikate]
<b><i>Listing and Trading</i></b>	<b><i>Börsennotierung und Handel</i></b>
[Vienna Stock Exchange][,][ and] [Stuttgart Stock Exchange (EUWAX)][,][ and] [Budapest Stock Exchange][,][ and] [Bucharest Stock Exchange][,][ and] [Prague Stock Exchange]. [The Certificates are not admitted to trading or listed on any market].	[Wiener Börse][,][ und] [Börse Stuttgart (EUWAX)][,][ und] [Budapester Börse][,][ und] [Bukarester Börse][,][ und] [Prager Börse]. [Die Zertifikate sind an keinem anderen Markt zum Handel zugelassen oder notiert].
<b><i>Costs and fees when purchasing the Certificates</i></b>	<b><i>Kosten und Gebühren beim Erwerb der Zertifikate</i></b>
[There are no expenses and taxes specifically charged to the subscriber or purchaser, which are charged or deducted by the Issuer.]	[Es bestehen keine Aufwendungen oder Steuern, die den Zeichner oder Erwerbern von der Emittentin speziell abgezogen oder in Rechnung gestellt werden.]
[●]	[●]
<b><i>Consent to use the Prospectus</i></b>	<b><i>Zustimmung zur Verwendung des Prospekts</i></b>
The Issuer consents that (i) all credit institutions pursuant to the Directive 2013/36/EU acting as financial intermediaries subsequently reselling or finally placing the Certificates and (ii) each further financial intermediary that is disclosed on the	Die Emittentin erteilt (i) allen Kreditinstituten im Sinne der Richtlinie 2013/36/EU, die als Finanzintermediäre handeln und die Zertifikate weiterveräußern oder endgültig platzieren und (ii) allen weiteren Finanzintermediären, die auf

<p>website of the Issuer under "www.erstegroup.com" as an intermediary that is given the Issuer's consent to the use of the Prospectus for the reselling or final placing of the Certificates (together, the "<b>Financial Intermediaries</b>") are entitled to use the Prospectus for the subsequent resale or final placement of Certificates in the Offer State[s] [during the period the Base Prospectus is valid according to § 6a of the Austrian Capital Market Act] [<i>insert offer period: ●</i>].</p>	<p>der Internetseite der Emittentin "www.erstegroup.com" angegeben sind als Intermediäre, denen die Emittentin ihre Zustimmung zur Verwendung des Prospekts für den Wiederverkauf und die endgültige Platzierung von Zertifikaten erteilt hat, (die "<b>Finanzintermediäre</b>") ihre Zustimmung zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung der Zertifikate [im Angebotsland][in den Angebotsländern] [während der Dauer der Gültigkeit des Basisprospekts gemäß § 6a Kapitalmarktgesetz] [<i>Angebotsfrist einfügen: ●</i>].</p>
<p>[Further, such consent is subject to and given under the condition [●].]</p>	<p>[Des Weiteren erfolgt die Zustimmung vorbehaltlich und unter der Voraussetzung, dass [●].]</p>
<p>The Issuer reserves the right to withdraw its consent to use this Prospectus at any time. Such withdrawal shall be published on the website of the Issuer under "www .erstegroup.com".</p>	<p>Die Emittentin behält sich das Recht vor, ihre Zustimmung zur Verwendung des Prospekts jederzeit zu widerrufen. Der Widerruf wird auf der Internetseite der Emittentin unter "www .erstegroup.com" veröffentlicht.</p>
<p><b>Information relating to the Underlying</b></p>	<p><b>Angaben zum Basiswert</b></p>
<p>The information contained hereinafter about the [relevant] Underlying consists of excerpts and summaries of publicly available sources[, which [may] have been translated into English language]. The Issuer confirms that this information has been accurately reproduced and that – as far as the Issuer is able to ascertain from publicly accessible information available to it – no facts have been omitted, which would render the reproduced information[, which [may] have been translated into English language] inaccurate or misleading. Neither the Issuer nor the Offeror accept any other or further responsibilities in respect of this information. In particular, the Issuer does not accept any responsibility for the accuracy of the information concerning the [relevant] Underlying or provides any guarantee that no event has occurred which might affect the accuracy or completeness of this information.</p>	<p>Die im Folgenden über den [jeweiligen] Basiswert enthaltenen Angaben bestehen aus Auszügen und Zusammenfassungen von öffentlich verfügbaren Quellen[, die [gegebenenfalls] ins Englische übersetzt wurden]. Die Emittentin bestätigt, dass diese Angaben korrekt wider gegeben werden und dass, soweit der Emittentin bekannt ist und die Emittentin aus den ihr vorliegenden öffentlich zugänglichen Informationen entnehmen konnte, keine Tatsachen ausgelassen wurden, die die übernommenen [und [gegebenenfalls] ins Englische übersetzten] Informationen unkorrekt oder irreführend darstellen würden. Weder die Emittentin noch die Anbieterin übernehmen hinsichtlich dieser Information sonstige oder weiterreichende Verantwortlichkeiten. Insbesondere übernimmt die Emittentin keine Verantwortung für die Richtigkeit der den [jeweiligen] Basiswert betreffenden Informationen oder dafür, dass kein die Richtigkeit oder Vollständigkeit dieser Informationen beeinträchtigendes Ereignis eingetreten ist.</p>
<p>[<i>Description of the Underlying: ●</i></p> <p><i>The Issuer may, but is not obliged to, include additional information here as to additional provisions, relating to the Underlying including, if applicable, Index disclaimer(s).]</i></p>	<p>[<i>Basiswertbeschreibung: ●</i></p> <p><i>Die Emittentin kann, ohne dazu verpflichtet zu sein, weitere Informationen in Bezug auf die/den Basiswert(e) einfügen, einschließlich (sofern anwendbar) Index Disclaimer.]</i></p>
<p>[<i>in the case of an index as Underlying and if such index is provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, insert: The Issuer makes the following</i></p>	<p>[<i>im Fall, dass ein Index der Basiswert ist und dieser Index durch eine juristische oder natürliche Person zur Verfügung gestellt wird, die in Verbindung mit dem Emittenten oder in dessen</i></p>

statements:	<i>Namen handelt, einfügen:</i> Der Emittent gibt folgende Erklärungen ab:
<ul style="list-style-type: none"> <li>the complete set of rules of the index and information on the performance of the index are freely accessible on the website[s] of the [Issuer www.erstegroup.com] [and] [the Index Sponsor (www.[insert website(s) of the applicable Index Sponsor: ●]); and</li> </ul>	<ul style="list-style-type: none"> <li>Sämtliche Regeln des Index und Informationen zu seiner Wertentwicklung sind kostenlos auf der Webseite [der Emittentin www.erstegroup.com] [bzw.] [des Index-Sponsors (www.[maßgebliche Webseite(n) des Index-Sponsors einfügen: ●])] abrufbar; und</li> </ul>
<ul style="list-style-type: none"> <li>the governing rules (including methodology of the index for the selection and the rebalancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.]</li> </ul>	<ul style="list-style-type: none"> <li>die Regelungen des Index (einschließlich Indexmethode für die Auswahl und die Neuabwägung der Indexbestandteile, Beschreibung von Marktstörungsereignissen und Anpassungsregeln) basieren auf vorher festgelegten und objektiven Kriterien.]</li> </ul>
Information about the past and future performance and volatility of the Underlying [are available [in each case] on the website specified in the Contractual Terms ][insert different rule: ●].	Angaben zu der vergangenen und künftigen Wertentwicklung und Volatilität des Basiswerts [sind [jeweils] auf der in den Vertraglichen Bedingungen genannten Internetseite erhältlich][andere Regelung einfügen: ●].
<p>[Statement on benchmarks according to Article 29 (2) of the Benchmark Regulation</p> <p>[The amount(s) payable under the Certificates is/are calculated by reference to [specify benchmark(s): ●], which is/are provided by [insert administrator(s) legal name: ●]. As at the date of these Final Terms, [insert administrator(s) legal name: ●] is/are [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the Regulation (EU) 2016/1011. [As at the date of these Final Terms, [insert administrator(s) legal name: ●] is/are not included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Regulation (EU) 2016/1011.]]</p> <p>[As far as the Issuer is aware, [[insert benchmark(s): ●] does/do not fall within the scope of the Regulation (EU) 2016/1011 by virtue of Article 2 of that regulation] [and/or] [the transitional provisions in Article 51 of the Regulation (EU) 2016/1011 apply], such that [insert names(s) of administrator(s): ●] is/are not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).] [insert alternative statement on benchmarks according to Article 29 (2) of the Benchmark Regulation, if applicable: ●]]</p>	<p>[Angabe zu Benchmarks gemäß Artikel 29 Abs. 2 der Benchmark Verordnung</p> <p>[Die unter den Zertifikaten zu leistende(n) Zahlung(en) wird/werden unter Bezugnahme auf [Benchmark(s) einfügen: ●] bestimmt, der/die von [Namen des Administrators bzw. der Administratoren einfügen: ●] bereitgestellt wird/werden. Zum Datum dieser Endgültigen Bedingungen ist/sind [Namen des Administrators bzw. der Administratoren einfügen: ●] in dem von der Europäischen Wertpapier- und Marktaufsichtsbehörde ("ESMA") gemäß Artikel 36 der Verordnung (EU) 2016/2011 erstellten und geführten Register der Administratoren und Benchmarks [nicht] eingetragen. [Zum Datum dieser Endgültigen Bedingungen ist/sind [Namen des Administrators bzw. der Administratoren einfügen: ●] in dem von der ESMA gemäß Artikel 36 der Verordnung (EU) 2016/2011 erstellten und geführten Register der Administratoren und Benchmarks nicht eingetragen.]]</p> <p>[Soweit es der Emittentin bekannt ist, [fällt/fallen [Benchmark(s) einfügen: ●] gemäß Artikel 2 dieser Verordnung nicht in den Anwendungsbereich der Verordnung (EU) 2016/2011] [bzw. es] [finden die Übergangsbestimmungen gemäß Artikel 51 der Verordnung (EU) 2016/2011 Anwendung], so dass es zurzeit für [Namen des Administrators bzw. der Administratoren einfügen: ●] nicht erforderlich ist, eine Zulassung oder Registrierung zu erlangen (oder, falls außerhalb der Europäischen Union angesiedelt, eine Anerkennung, Übernahme oder Gleichwertigkeit zu erlangen).] [ggf. weitere Informationen zu</p>

	<i>Benchmarks gemäß Artikel 29 Abs. 2 der Benchmark Verordnung einfügen: ●</i> ]
<b><i>Publication of post-issuance information</i></b>	<b><i>Veröffentlichung von Mitteilungen nach erfolgter Emission</i></b>
[Except for the notices referred to in the Terms and Conditions, the Issuer does not intend to publish any post-issuance information.][ <i>insert different rule, if applicable: ●</i> ]	[Die Emittentin beabsichtigt, mit Ausnahme der in den Bedingungen genannten Bekanntmachungen, keine Veröffentlichung von Informationen nach erfolgter Emission.][ <i>gegebenenfalls andere Regelung einfügen: ●</i> ]
<b><i>[Information in relation to Section 871(m) of the Internal Revenue Code</i></b>	<b><i>[Informationen in Bezug auf Abschnitt 871 (m) des US-Bundessteuergesetzes (Internal Revenue Code)</i></b>
[ <i>insert further information in relation to Section 871(m) of the Internal Revenue Code, if applicable: ●</i> ]	[ <i>ggf. weitere Informationen bezüglich Abschnitt 871 (m) des US-Bundessteuergesetzes (Internal Revenue Code) einfügen: ●</i> ]

[EXPLANATION OF MECHANISM OF CERTIFICATES]	[DARSTELLUNG DER FUNKTIONSWEISE DER ZERTIFIKATE]
<i>[Insert examples in order to explain how the value of the Certificates is affected by the value of the Underlying]]</i>	<i>[Gegebenenfalls Beispiel(e) einfügen, um zu erklären, wie der Wert der Zertifikate durch den Wert des Basiswerts beeinflusst wird]]</i>

<b>ANNEX – ISSUE SPECIFIC SUMMARY</b>	<b>ANHANG – EMISSIONSSPEZIFISCHE ZUSAMMENFASSUNG</b>
<i>[Issuer to annex issue specific summary to the Final Terms]</i>	<i>[emissionsspezifische Zusammenfassung den Endgültigen Bedingungen von Emittentin beizufügen]</i>

## GLOSSARY AND LIST OF ABBREVIATIONS

For ease of reference, the glossary below sets out certain abbreviations and meanings of certain terms used in this Prospectus. Readers of the Prospectus should always have regard to the full description of a term contained in this Prospectus.

<b>AB</b>	advisory board
<b>Additional Disruption Event</b>	each Additional Disruption Event as set out in Section 10 of the Underlying Specific Conditions
<b>APIs</b>	application programming interfaces
<b>AT 1</b>	own funds pursuant to Article 51 CRR ( <i>Additional Tier 1</i> )
<b>Audited Consolidated Financial Statements 2017</b>	the German language version of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2017
<b>Audited Consolidated Financial Statements 2016</b>	the German language version of the audited consolidated annual financial statements of Erste Group Bank AG for the financial year ended 31 December 2016
<b>Austrian Market</b>	the Official Market ( <i>Amtlicher Handel</i> ) of the Vienna Stock Exchange ( <i>Wiener Börse</i> )
<b>Austrian Savings Banks Sector</b>	the Austrian Savings Banks Sector which comprises all savings banks in Austria, except for UniCredit Bank Austria AG which is legally organised as a savings bank and participates in the savings banks deposit insurance system
<b>Banking Union</b>	an EU-level banking supervision and resolution system which operates on the basis of EU-wide rules. It consists of all Eurozone countries and those Member States that choose to participate
<b>BaSAG</b>	Austrian Recovery and Resolution Act ( <i>Sanierungs- und Abwicklungsgesetz – BaSAG</i> )
<b>Base Currency</b>	the currency being traded in an international foreign exchange trading
<b>Basel III</b>	(final) international regulatory framework for credit institutions published in June 2011 and January 2013 by the BCBS
<b>Basket</b>	corresponds to the Basket of Shares as set out in Section 9 of the Underlying Specific Conditions
<b>Basket Constituent</b>	corresponds to the relevant Share of the relevant Company as Basket Constituent as set out in Section 9 of the Underlying Specific Conditions
<b>BCBS</b>	Basel Committee on Banking Supervision
<b>BCR</b>	Banca Comercială Română S.A.
<b>Benchmark Regulation</b>	Regulation (EU) 2016/1011 of the European Parliament and of

the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014

<b>BRRD</b>	Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council ( <i>Bank Recovery and Resolution Directive - BRRD</i> )
<b>Business Day</b>	each Business Day as set out in Section 4 of the Issue Specific Conditions
<b>BWG</b>	Austrian Banking Act ( <i>Bankwesengesetz - BWG</i> )
<b>Calculation Agent</b>	the Calculation Agent as set forth in Section 3 of the General Conditions
<b>Calculation Date</b>	the Calculation Date as set out in Section 9 of the Underlying Specific Conditions
<b>Calculation Hours</b>	the Calculation Hours as set out in Section 9 of the Underlying Specific Conditions
<b>Cash Amount</b>	the Cash Amount as set out in Section 2 of the Issue Specific Conditions
<b>CEE</b>	Central and Eastern Europe
<b>Česká spořitelna</b>	Česká spořitelna, a.s.
<b>CET 1</b>	own funds pursuant to Article 26 CRR ( <i>Common Equity Tier 1</i> )
<b>Change of Law</b>	a Change of Law as set out in Section 9 of the Underlying Specific Conditions
<b>CHF</b>	Swiss Francs
<b>Clearing System</b>	the Clearing System as set forth in Section 2 of the General Conditions
<b>Company</b>	the Company as set out in Section 9 of the Underlying Specific Conditions
<b>Conditions</b>	Terms and Conditions applicable to such a Series of Certificates which consist of the Issue Specific Conditions as replicated in the respective Final Terms and the General Conditions.
<b>Correction Termination Date</b>	the Correction Termination Date as set forth in Section 5 of the General Conditions



<b>CRD IV</b>	Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC ( <i>Capital Requirements Directive IV – CRD IV</i> )
<b>CRR</b>	Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 ( <i>Capital Requirements Regulation – CRR</i> )
<b>Current Underlying</b>	the Current Underlying as set out in Section 9 of the Underlying Specific Conditions
<b>Currency Conversion</b>	Currency Conversion as set out in Section 2 of the Issue Specific Conditions
<b>DGS</b>	Deposit Guarantee Schemes
<b>Die Erste</b>	DIE ERSTE österreichische Spar-Casse Bank Aktiengesellschaft
<b>Dividend Adjustment Factor</b>	the Dividend Adjustment Factor (" <b>DAF</b> ") reflecting the relation between the closing price of the relevant Basket Constituent cum dividend and the closing price of the relevant Basket Constituent cum dividend adjusted by the Dividend Effect as set out in Section 9 of the Underlying Specific Conditions
<b>Dividend Effect</b>	the Dividend Effect corresponds to a amount, which is calculated by the Calculation Agent in its reasonable discretion based on the dividends or cash distributions equivalent to dividends distributed on a Dividend Record Date on the relevant Share multiplied by the Dividend Factor as set out in Section 9 of the Underlying Specific Conditions
<b>Dividend Record Date</b>	a day on which shares of the relevant company for which dividends or cash amounts are to be distributed are traded "ex dividend" on their relevant primary exchange as set out in Section 9 of the Underlying Specific Conditions
<b>EBA</b>	European Banking Authority
<b>EBH</b>	Erste Bank Hungary
<b>EBRD</b>	European Bank for Reconstruction and Development
<b>ECB</b>	European Central Bank
<b>EEA</b>	European Economic Area
<b>Error Termination Date</b>	the Error Termination Date as set forth in Section 5 of the General Conditions
<b>Erste Bank Croatia</b>	Erste & Steiermärkische Bank, d.d.

<b>Erste Bank Hungary</b>	Erste Bank Hungary Zrt.
<b>Erste Bank Oesterreich</b>	Erste Bank der oesterreichischen Sparkassen AG
<b>Erste Bank Serbia</b>	Erste Bank a.d., Novi Sad
<b>Erste Group</b>	consists of Erste Group Bank and its subsidiaries and participations, including Erste Bank Oesterreich in Austria, Česká spořitelna in the Czech Republic, Banca Comercială Română in Romania, Slovenská sporiteľňa in the Slovak Republic, Erste Bank Hungary in Hungary, Erste Bank Croatia in Croatia, Erste Bank Serbia in Serbia and, in Austria, savings banks of the Haftungsverbund, s-Bausparkasse, Erste Group Immorent GmbH, and others
<b>Erste Group Bank</b>	Erste Group Bank AG
<b>Erste Stiftung</b>	DIE ERSTE österreichische Spar-Casse Privatstiftung
<b>ESM</b>	European Stability Mechanism
<b>ESMA</b>	European Securities and Markets Authority
<b>EU</b>	European Union
<b>EUR</b>	Euro
<b>EURIBOR</b>	Euro Inter-bank Offered Rate
<b>Exchange Basket</b>	corresponds to a new Share or a basket of new Shares following a substitution made by the Calculation Agent as set out in Section 9 of the Underlying Specific Conditions
<b>Exchange Rate Screen Page</b>	the Exchange Rate Screen Page as set out in Section 2 of the Issue Specific Conditions
<b>Exchange Rate Screen Page for the relevant Basket Constituent</b>	the Exchange Rate Screen Page for the relevant Basket Constituent as set out in Section 9 of the Underlying Specific Provisions
<b>Exercise Date</b>	the Exercise Date as set out in Section 5 of the Issue Specific Conditions
<b>Exercise Notice</b>	the Exercise Notice as set out either in Section 4 or in Section 5 of the Issue Specific Conditions
<b>Exercise Period</b>	the Exercise Period as set out either in Section 4 or in Section 5 of the Issue Specific Conditions
<b>Fair Value Method</b>	when determining the Termination Amount in the case of a termination as a consequence of a takeover offer, if the consideration consists exclusively or predominantly of cash, other market parameters prior to the announcement of the takeover offer may be taken into account in accordance with the usual methods at futures exchanges for determining the theoretical fair value, particularly expected dividends and implied volatilities, in addition to the price of the Underlying

	after announcement of the takeover offer.
<b>FATCA</b>	certain provisions of U.S. law commonly referred to as the U.S. Foreign Account Tax Compliance Act
<b>FBSchVG</b>	Austrian Act on Covered Bank Bonds ( <i>Gesetz betreffend fundierte Bankschuldverschreibungen - FBSchVG</i> )
<b>FCA</b>	U.K. Financial Conduct Authority
<b>FED</b>	U.S. Federal Reserve Bank
<b>Final Terms</b>	final terms setting forth the applicable terms and conditions for Certificates issued under this Prospectus, a form of which is included in this Prospectus
<b>Final Valuation Date</b>	the Final Valuation Date as set out either in Section 4 or in Section 5 of the Issue Specific Conditions
<b>Financial Intermediaries</b>	credit institutions pursuant to CRD IV acting as financial intermediaries subsequently reselling or finally placing the Certificates
<b>First Settlement Date</b>	the First Settlement Date of the Certificates as set out either in Section 4 or in Section 5 of the Issue Specific Conditions
<b>Fitch</b>	Fitch Ratings Ltd
<b>FMA</b>	Austrian Financial Market Authority ( <i>Finanzmarktaufsichtsbehörde – FMA</i> )
<b>FSB</b>	Financial Stability Board
<b>FTT</b>	financial transaction tax, the introduction of which has been proposed by the European Commission in September 2011
<b>FX loans</b>	loans which are denominated in currencies other than their relevant local currencies
<b>General Conditions</b>	General Conditions of the Certificates as set out under 4.2 of the Terms and Conditions
<b>GDP</b>	gross domestic product
<b>Global Note</b>	the Global Note as set forth in Section 2 of the General Conditions
<b>G-SIBs</b>	global systemically important banks
<b>Haftungsverbund</b>	cross guarantee system that was formed on the basis of a set of agreements ( <i>Grundsatzvereinbarung</i> ) with the majority of the Austrian savings banks
<b>HUF</b>	Hungarian Forint
<b>HypBG</b>	Austrian Mortgage Bank Act ( <i>Hypothekbankgesetz - HypBG</i> )

<b>IAS</b>	International Accounting Standards
<b>IFRS</b>	International Financial Reporting Standards
<b>IGAs</b>	intergovernmental agreements entered into between a number of jurisdictions and the United States to implement FATCA
<b>Index Sponsor</b>	the Index Sponsor as set out in Section 9 of the Underlying Specific Conditions
<b>Initial Transaction Fee</b>	the Initial Transaction Fee as set out in Section 9 of the Underlying Specific Conditions
<b>Initial Value of the Basket</b>	corresponds to the Initial Value of the Basket as set out in Section 9 of the Underlying Specific Conditions
<b>(Initial) Weighting Factor</b>	the (Initial) Weighting Factor of the Basket Constituent as set out in Section 9 of the Underlying Specific Conditions
<b>IRB approach</b>	internal ratings-based approach
<b>ISIN</b>	International Securities Identification Number
<b>Issue Specific Conditions</b>	the Issue Specific Conditions of the Certificates which are set out as part 4.1 of the Terms and Conditions consisting of the Product Specific Conditions and the Underlying Specific Conditions
<b>Issuer</b>	Erste Group Bank AG
<b>KMG</b>	Austrian Capital Market Act ( <i>Kapitalmarktgesetz - KMG</i> )
<b>Management Board</b>	the management board ( <i>Vorstand</i> ) of the Issuer
<b>Management Factor</b>	corresponds to the conversion of the Management Fee in line with the maturity as set out in Section 2 of the Issue Specific Conditions
<b>Management Fee</b>	the Management Fee as set out in Section 2 of the Issue Specific Conditions
<b>Market Disruption Event</b>	each Market Disruption Event as set forth in Section 8 of the Underlying Specific Conditions
<b>Markets</b>	the Austrian Market, the Stuttgart Stock Exchange ( <i>Börse Stuttgart</i> ) (EUWAX) and/or the Budapest Stock Exchange and/or the Bucharest Stock Exchange and/or the Prague Stock Exchange
<b>Maximum Transaction Fee</b>	The Maximum Transaction Fee as set out in Section 9 of the Underlying Specific Conditions
<b>MiFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) ( <i>Markets in Financial</i>

*Instruments Directive II – MiFID II)*

<b>MiFIR</b>	Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 ( <i>Markets in Financial Instruments Regulation – MiFIR</i> )
<b>Minimum Trading Number</b>	the Minimum Trading Number as set out in Section 1 of the Issue Specific Conditions
<b>Moody's</b>	Moody's Deutschland GmbH
<b>MREL</b>	minimum requirement for own funds and eligible liabilities
<b>Multiplier</b>	the Multiplier as set out in Section 2 of the Issue Specific Conditions
<b>Non-Exempt Offer</b>	an offer of Certificates other than pursuant to Article 3(2) of the Prospectus Directive
<b>NPL</b>	non-performing loans
<b>OeKB CSD</b>	OeKB CSD GmbH, Strauchgasse 1-3, A-1010 Vienna, Austria
<b>Offer of Certificates to the public</b>	the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.
<b>O-SIs</b>	other systemically important institutions
<b>Participating Member States</b>	the Member States participating in the enhanced cooperation in the area of financial transaction tax pursuant to the proposal for a "Council Directive implementing enhanced cooperation in the area of financial transaction tax" dated 14 February 2013
<b>Potential Adjustment Events</b>	the Potential Adjustment Events as set out in Section 9 of the Underlying Specific Conditions
<b>Programme</b>	the Programme of Erste Group Bank AG for the issuance of Certificates which is established by this Prospectus
<b>Prospectus</b>	this Prospectus
<b>Prospectus Directive</b>	Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as amended
<b>Prospectus Regulation</b>	Commission Regulation (EC) No 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and

	dissemination of advertisements, as amended
<b>Quanto</b>	a mechanism by which the Reference Currency is converted into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency as set forth in Section 2 of the Issue Specific Conditions
<b>Reference Banks</b>	the Reference Banks as set out in Section 9 of the Underlying Specific Conditions
<b>Reference Currency</b>	the Reference Currency as set out in Section 2 of the Issue Specific Conditions
<b>Reference Currency for the relevant Basket Constituent</b>	corresponds to the Reference Currency for the relevant Basket Constituent as set out in Section 9 of the Underlying Specific Conditions
<b>Reference Market</b>	the Reference Market as set out in Section 9 of the Underlying Specific Conditions
<b>Reference Price</b>	the Reference Price as set out in Section 2 of the Issue Specific Conditions
<b>Related Exchange</b>	the Related Exchange as set forth in Section 8 of the Underlying Specific Conditions or as set forth in Section 9 of the Underlying Specific Conditions in relation to an ETF as an underlying, as the case may be
<b>Relevant Country</b>	the Relevant Country as set out in Section 8 of the Underlying Specific Conditions
<b>Relevant Implementation Date</b>	the date on which the Prospectus Directive is implemented in a Relevant Member State
<b>Relevant Member State</b>	Member State of the EEA which has implemented the Prospectus Directive
<b>Relevant Number of Shares</b>	the Relevant Number of Shares for the relevant Basket Constituent as set out in Section 9 of the Underlying Specific Conditions
<b>Repayment Date</b>	As a general rule the Issuer will cause the transfer of any Cash Amount by the fifth Business Day after the Final Valuation Date to the Clearing System for credit to the accounts of the depositors of the Securities with the Clearing System.
<b>Rollover</b>	The technic by which the Underlying is replaced by the Issuer in the case of Open End Certificates at a point in time since Futures Contracts as Underlying of the Certificates have a fixed expiration date in each case.
<b>Rollover Date</b>	the Rollover Date as set out in Section 9 of the Underlying Specific Conditions
<b>Roll Over Price</b>	the Rollover Price as set out in Section 9 of the Underlying

	Specific Conditions
<b>RON</b>	Romanian Leu
<b>ROTE</b>	Return on Tangible Equity
<b>RWA</b>	risk-weighted assets
<b>Salzburger Sparkasse</b>	Salzburger Sparkasse Bank AG
<b>SB</b>	supervisory board ( <i>Aufsichtsrat</i> )
<b>s-Bausparkasse</b>	Bausparkasse der österreichischen Sparkassen Aktiengesellschaft
<b>Screen Page</b>	the Screen Page as set out in Section 9 of the Underlying Specific Conditions
<b>Securities Act</b>	United States Securities Act of 1933, as amended
<b>Securities Depository</b>	the Securities Depository as set out in Section 2 of the General Conditions
<b>Series</b>	Series of the Certificates as specified in the Final Terms
<b>Settlement Currency</b>	the Settlement Currency as set out in Section 2 of the Issue Specific Conditions
<b>Slovenská sporiteľňa</b>	Slovenská sporiteľňa, a.s.
<b>SME</b>	small and medium enterprises
<b>Sonia</b>	Sterling Overnight Index Average
<b>SRB</b>	Single Resolution Board
<b>SREP</b>	Supervisory Review and Evaluation Processes
<b>SRF</b>	Single Resolution Fund
<b>SRM</b>	Single Resolution Mechanism
<b>SRM Regulation</b>	Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 ( <i>Single Resolution Mechanism Regulation – SRM Regulation</i> )
<b>SSM</b>	Single Supervisory Mechanism
<b>SSM Regulation</b>	Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions ( <i>Single Supervisory Mechanism Regulation</i> )

<b>Standard &amp; Poor's</b>	Standard & Poor's Credit Market Services Europe Ltd. (Niederlassung Deutschland)
<b>Steering Company</b>	Haftungsverbund GmbH
<b>Strike</b>	the Strike as set out in Section 2 of the Issue Specific Conditions
<b>Substitute Reference Market</b>	the Substitute Reference Market as set out in Section 9 of the Underlying Specific Conditions
<b>Substitute Screen Page</b>	the Substitute Screen Page as set out in Section 9 of the Underlying Specific Conditions
<b>Substitute Share</b>	the Substitute Share as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Currency</b>	the Successor Currency as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Index Event (ETF)</b>	the Successor Index Event (ETF) as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Index Sponsor</b>	the Successor Index Sponsor as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Underlying</b>	the Successor Underlying as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Underlying Index</b>	the Successor Underlying Index as set out in Section 9 of the Underlying Specific Conditions
<b>Successor Value</b>	the Successor Value as set out in Section 9 of the Underlying Specific Conditions
<b>Summary</b>	the summary of this Prospectus which is included in this Prospectus
<b>Supervisory Board</b>	the supervisory board ( <i>Aufsichtsrat</i> ) of the Issuer
<b>t</b>	the number of calendar days during the Calculation Period
<b>tap issue</b>	permanent and/or repeated issues of Certificates where individual issues of Certificates will be offered permanently ( <i>Daueremissionen</i> ), where Certificates may be issued during most of their term at a price determined and adjusted from time to time by the Issuer
<b>TARGET2-System</b>	Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) or any system succeeding it
<b>Terms and Conditions</b>	the terms and conditions of the Certificates which are composed of the Issue Specific Conditions and the General Conditions and which are set out on pages 95 <i>et seqq</i> of this Prospectus



<b>Termination Amount</b>	the Termination Amount as set out in Section 10 of the Underlying Specific Conditions and as set out in Section 7 of the Issue Specific Conditions for Open End Participation / Open End Index Certificates and Factor Certificates and as set forth in Section 5 of the General Conditions
<b>Termination Date</b>	The Termination Date as set out in Section 10 of the Underlying Specific Conditions and as set out in Section 7 of the Issue Specific Conditions for Open End Participation / Open End Index Certificates and Factor Certificates and as set forth in Section 5 of the General Conditions
<b>Tier 2</b>	own funds pursuant to Article 62 CRR ( <i>Tier 2</i> )
<b>Tiroler Sparkasse</b>	Tiroler Sparkasse Bankaktiengesellschaft Innsbruck
<b>TLAC</b>	total loss-absorbing capacity
<b>Tranche</b>	a tranche of a Series of Certificates
<b>Unaudited Interim Condensed Consolidated Financial Statements as of 30 June 2018</b>	the English language translation of the unaudited interim condensed consolidated financial statements of Erste Group for the first half year ended 30 June 2018
<b>Underlying</b>	each Underlying as set out in Section 9 of the Underlying Specific Conditions
<b>Underlying Price</b>	the Underlying Price as set out in Section 9 of the Underlying Specific Conditions
<b>USD</b>	the currency of the United States of America
<b>Vienna Stock Exchange</b>	<i>Wiener Börse</i>
<b>VIG</b>	Vienna Insurance Group
<b>WKN</b>	German securities identification number

# GERMAN TRANSLATIONS

The following translation of the original summary and of the original risk factors of the Prospectus has not been approved by the FMA. Further, the FMA did not review its consistency with the original parts of the Prospectus.

Die folgende Übersetzung der originalen Zusammenfassung und der originalen Risikofaktoren des Prospekts wurde nicht von der FMA gebilligt. Auch die Übereinstimmung mit den originalen Abschnitten des Prospekts wurde nicht von der FMA geprüft.

## GERMAN TRANSLATION OF THE SUMMARY

Diese Zusammenfassung (die "**Zusammenfassung**") setzt sich aus als Schlüsselinformationen (die "**Schlüsselinformationen**") bezeichneten geforderten Angaben zusammen. Diese Schlüsselinformationen sind in den Abschnitten A - E (A.1 - E.7) nummeriert.

Diese Zusammenfassung enthält all die geforderten Schlüsselinformationen, die in einer Zusammenfassung für diese Art der Wertpapieren und der Emittentin einzubeziehen sind. Da gewisse Schlüsselinformationen nicht adressiert werden müssen, können Lücken in der Nummerierung der Schlüsselinformationen vorhanden sein.

Auch wenn grundsätzlich eine Schlüsselinformation aufgrund der Art der Wertpapiere und der Emittentin in dieser Zusammenfassung aufzuführen wäre, ist es möglich, dass hinsichtlich dieser Schlüsselinformation keine relevanten Angaben gemacht werden können. In einem solchen Fall wird eine kurze Beschreibung der Schlüsselinformation in dieser Zusammenfassung mit dem Hinweis "Nicht anwendbar" aufgenommen.

[Diese Zusammenfassung enthält Optionen, die in eckige Klammern gesetzt oder kursiv geschrieben werden (neben den entsprechenden Übersetzungen einzelner rechtlicher Begriffe) und Platzhalter in Bezug auf die unter dem Programm zu begebenden Zertifikaten. Die Zusammenfassung der einzelnen Emission von Zertifikaten wird die einzelne für die Zertifikate anwendbare Option beinhalten, gemäß den maßgeblichen Endgültigen Bedingungen, und wird die Informationen, die frei gelassen wurden, wie durch die maßgeblichen Endgültigen Bedingungen ergänzt, enthalten.]

[Im Fall von Multi-Emissionen, d.h. sofern mehr als eine Serie von Zertifikaten in der emissionsspezifischen Zusammenfassung enthalten ist, einfügen: Einige Schlüsselinformationen können in Bezug auf einzelne in diesem Zusammenhang beschriebenen Serien von Zertifikaten voneinander abweichen. In diesem Fall wird die entsprechende Angabe bezüglich der einzelnen Serie von Zertifikaten oder eines bestimmten Basiswerts durch die Erwähnung der entsprechenden ISIN der Serie oder eines anderen eindeutigen Identifikationsmerkmals in Zusammenhang mit dieser Angabe kenntlich gemacht.]

## A. EINLEITUNG UND WARNHINWEISE

**A.1** Warnhinweis: Diese Zusammenfassung (die "**Zusammenfassung**") ist als Einführung zu dem Prospekt (der "**Prospekt**") über das Zertifikate Programm (das "**Programm**") zu lesen.

Jede Entscheidung des Anlegers über eine Investition in unter diesem Prospekt begebene Zertifikate (die "**Zertifikate**") sollte sich auf eine Berücksichtigung des Prospekts als Ganzen stützen.

Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in dem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach den nationalen Rechtsvorschriften des jeweiligen Mitgliedsstaates des Europäischen Wirtschaftsraumes die Kosten für die Übersetzung des Prospekts vor Prozessbeginn zu tragen haben.

Nur die Erste Group Bank AG ("**Erste Group Bank**"), Am Belvedere 1, A-1100 Wien, Österreich (in ihrer Funktion als Emittentin unter dem Programm, die "**Emittentin**") kann für den Inhalt dieser Zusammenfassung einschließlich der Übersetzung hiervon haftbar gemacht werden, jedoch nur für den Fall, dass diese Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, oder sie, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, nicht alle erforderlichen Schlüsselinformationen vermittelt, um Anleger bei der Prüfung der Frage, ob sie in die betreffenden Zertifikate investieren sollten, behilflich zu sein.

- A.2** Zustimmung der Emittentin oder der für die Erstellung des Prospekts verantwortlichen Person zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre und Angabe der Angebotsfrist, innerhalb derer die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch Finanzintermediäre erfolgen kann und für die die Zustimmung zur Verwendung des Prospekts erteilt wird:
- Die Emittentin erteilt: (i) allen Kreditinstituten im Sinne der Richtlinie 2013/36/EU, die als Finanzintermediäre handeln und die Zertifikate weiterveräußern oder endgültig platzieren; und (ii) allen weiteren Finanzintermediären, die auf der Internetseite der Emittentin "[www.erstegroup.com](http://www.erstegroup.com)" angegeben sind als Intermediäre, denen die Emittentin ihre Zustimmung zur Verwendung des Prospekts für den Wiederverkauf und die endgültige Platzierung von Zertifikaten erteilt hat, (zusammen die "**Finanzintermediäre**") ihre Zustimmung zur Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung der unter dem Prospekt begebenen Zertifikate während des maßgeblichen Angebotszeitraums, wie in den Endgültigen Bedingungen angegeben, vorausgesetzt, dass der Prospekt zu diesem Zeitpunkt gemäß § 6a KMG, das die Prospektrichtlinie umsetzt, noch gültig ist.
- Alle sonstigen klaren und objektiven Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts relevant sind:
- Die Zustimmung der Emittentin zur Verwendung dieses Prospekts für die Weiterveräußerung oder endgültige Platzierung der Zertifikate durch Finanzintermediäre wurde unter der Voraussetzung erteilt, dass: (i) dieser Prospekt einschließlich etwaiger Nachträge und der maßgeblichen Endgültigen Bedingungen künftigen Anlegern zur Verfügung gestellt wird; und (ii) jeder Finanzintermediär sicherstellt, dass er nur im Einklang mit allen maßgeblichen in diesem Prospekt enthaltenen

Verkaufsbeschränkungen und allen in der maßgeblichen Jurisdiktion anwendbaren Gesetzen und Verordnungen von diesem Prospekt einschließlich etwaiger Nachträge und von den maßgeblichen Endgültigen Bedingungen Gebrauch machen wird.

In den endgültigen Bedingungen kann die Emittentin weitere Bedingungen für ihre Zustimmung zur Verwendung des Prospekts festlegen. Die Emittentin behält sich das Recht vor, ihre Zustimmung zur Verwendung des Prospekts jederzeit zu widerrufen. Der Widerruf wird auf der Internetseite der Emittentin unter "www.erstegroup.com" veröffentlicht.

Deutlich hervorgehobener Hinweis für die Anleger, dass Informationen über die Bedingungen des Angebots eines Finanzintermediärs von diesem zum Zeitpunkt der Vorlage des Angebots zur Verfügung zu stellen sind:

**Im Falle eines Angebots durch einen Finanzintermediär, hat der Finanzintermediär den Anlegern Informationen über die Bedingungen des Angebots zum Zeitpunkt der Vorlage des Angebots zur Verfügung zu stellen.**

## **B. DIE EMITTENTIN**

- B.1** Gesetzliche und kommerzielle Bezeichnung: Die gesetzliche Bezeichnung der Emittentin ist "Erste Group Bank AG", ihre kommerzielle Bezeichnung lautet "Erste Group". "**Erste Group**" bezieht sich auch auf die Erste Group Bank und ihre konsolidierten Tochtergesellschaften.
- B.2** Sitz und Rechtsform der Emittentin, das für die Emittentin geltende Recht und Land der Gründung der Gesellschaft: Die Erste Group Bank ist eine nach österreichischem Recht organisierte und österreichischem Recht unterliegende Aktiengesellschaft, die im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 33209 m eingetragen ist. Der Sitz der Erste Group Bank liegt in Wien, Österreich. Sie hat ihre Geschäftsanschrift unter der Adresse Am Belvedere 1, A-1100 Wien, Österreich.
- B.4b** Alle bereits bekannten Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken: Die jüngste weltweite Finanzkrise führte sowohl national wie international zu zunehmenden Bestrebungen seitens der Aufsichtsbehörden, neue Beschränkungen für die Finanzbranche, der die Emittentin angehört, einzuführen und bestehende restriktiver zu handhaben. Aufsichtsrechtliche Änderungen oder Initiativen zur Durchsetzung aufsichtsrechtlicher Bestimmungen könnten die Finanzbranche weiter negativ beeinträchtigen. Neue gesetzliche oder aufsichtsrechtliche Erfordernisse und eine Änderung des für angemessen angenommenen Niveaus für Eigenmittel, Liquidität und Leverage könnten zu höheren Anforderungen an und Standards für Eigenmittel und Liquidität führen. Von der Finanzkrise ausgelöste Handlungen von Regierungen und Zentralbanken könnten die Wettbewerbssituation

maßgeblich beeinträchtigen und die Anleger, die in Finanzinstituten veranlagt sind, beeinflussen.

**B.5** Ist die Emittentin Teil einer Gruppe, eine Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe: Die "Erste Group" besteht aus der Erste Group Bank und ihren Tochterunternehmen und Beteiligungen, einschließlich Erste Bank Oesterreich in Österreich, Česká spořitelna in der Tschechischen Republik, Banca Comercială Română in Rumänien, Slovenská sporiteľňa in der Slowakischen Republik, Erste Bank Ungarn in Ungarn, Erste Bank Kroatien in Kroatien, Erste Bank Serbien in Serbien und, in Österreich den Sparkassen des Haftungsverbands, s-Bausparkasse, Erste Group Immorent GmbH und weiterer. Die Erste Group Bank fungiert als Muttergesellschaft der Erste Group und ist das Spitzeninstitut des österreichischen Sparkassensektors.

**B.9** Gewinnprognosen und -schätzungen: Nicht anwendbar; es wurde keine Gewinnprognose oder -schätzung abgegeben.

**B.10** Art etwaiger Einschränkungen der Bestätigungsvermerke zu den historischen Finanzinformationen: Nicht anwendbar; es bestehen keine Einschränkungen der Bestätigungsvermerke.

**B.12** Ausgewählte historische Finanzinformationen:

in Millionen Euro (gerundet)	31.12.2017 geprüft	31.12.2016 geprüft
Summe der Verbindlichkeiten und Eigenkapital	220.659	208.227
Gesamtes Eigenkapital	18.288	16.602
Zinsüberschuss	4.353	4.375
Ergebnis vor Steuern aus fortzuführenden Geschäftsbereichen	2.078	1.950
Periodenergebnis	1.668	1.537
Eigentümern des Mutterunternehmens zuzurechnendes Periodenergebnis	1.316	1.265

Quelle: Geprüfter konsolidierter Jahresabschluss 2017

in Millionen Euro (gerundet)	30.6.2018 ungeprüft	31.12.2017 geprüft*
Summe der Verbindlichkeiten und Eigenkapital	229.878	220.659
Gesamtes Eigenkapital	17.708	18.288

in Millionen Euro (gerundet)	30.6.2018 ungeprüft	30.6.2017 ungeprüft*
Zinsüberschuss	2.213,8	2.143,0
Ergebnis vor Steuern aus fortzuführenden Geschäftsbereichen	1.174,7	1.017,6
Periodenergebnis	939,8	793,8
Eigentümern des Mutterunternehmens zuzurechnendes Periodenergebnis	774,3	624,7

Quelle: Ungeprüfter verkürzter konsolidierter Zwischenbericht zum

30.6.2018 mit vergleichenden Finanzzahlen für das erste Halbjahr 2017 zum 30.6.2017 bzw für das Geschäftsjahr, welches am 31.12.2017 geendet hat

\*) Seit dem 1.1.2018 wendet die Erste Group den IFRS 9 "Finanzinstrumente" an. Die Vergleichszahlen für 2017 wurden nicht angepasst und basieren auf den Bewertungsanforderungen des IAS 39 (wie er von IFRS 9 ersetzt wurde).

- Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung:
- Die Aussichten der Emittentin haben sich seit 31.12.2017 nicht wesentlich verschlechtert.
- Beschreibung wesentlicher Veränderungen in der Finanzlage oder Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind:
- Nicht anwendbar; es gab keine wesentlichen Veränderungen in der Finanzlage der Emittentin, die nach dem 30.6.2018 eingetreten sind.
- B.13** Beschreibung aller Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Emittentin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind:
- Nicht anwendbar; es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Emittentin, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.
- B.14** Ist die Emittentin Teil einer Gruppe, Beschreibung der Abhängigkeit von anderen Gruppengesellschaften:
- Die Emittentin ist das Mutterunternehmen der Erste Group und daher von den Geschäftsergebnissen aller Unternehmen, Tochterunternehmen und Gruppengesellschaften abhängig.
- B.15** Haupttätigkeiten der Emittentin:
- Die Erste Group bietet ein umfassendes Angebot an Bank- und Finanzdienstleistungen an, das Einlagenkonto- und Girokontenprodukte, Hypothekar- und Verbraucherkreditgeschäft, Investitions- und Betriebsmittelfinanzierung, Private Banking, Investment Banking, Asset-Management, Projektfinanzierung, Außenhandelsfinanzierung, Trading, Leasing und Factoring umfasst.
- B.16** Soweit der Emittentin bekannt, ob an ihr unmittelbare oder mittelbare Beteiligungen oder Beherrschungsverhältniss
- Zum Datum dieses Prospekts wurden 29,9% der Aktien der Erste Group Bank der DIE ERSTE österreichische Spar-Casse Privatstiftung ("**Erste Stiftung**") zugerechnet. Dies umfasst einen wirtschaftlichen Anteil der Erste Stiftung von 11,3% sowie Aktien, die der Erste Stiftung aufgrund von Syndikatsverträgen zugerechnet werden, die

e bestehen, wer diese mit CaixaBank, S.A. den österreichischen Sparkassen und anderen Parteien (i.e. die Sparkassenstiftungen und Anteilsverwaltungssparkassen, und Wiener Städtische Wechselseitiger Versicherungsverein – Vermögensverwaltung - Vienna Insurance Group), welche 9,9%, 5,6% bzw. 3,1% halten, abgeschlossen wurden. Der Streubesitz beträgt 70,1% (wovon 43,7% von institutionellen Investoren, 5,0% von österreichischen privaten Investoren, 9,3% von nicht identifizierten internationalen institutionellen und privaten Investoren, 3,2% von identifizierten Handelspositionen (einschließlich Market Makers, Prime Brokerage, Proprietary Trading, Collateral und Stock Lending), 4,2% von BlackRock Inc., 4,0% von T. Rowe Price Group Inc. und 0,7% von Mitarbeitern der Erste Group sowie der Erste Mitarbeiterbeteiligung Privatstiftung gehalten wurden) (alle Zahlen sind gerundet).

## C. DIE WERTPAPIERE

- C.1** Beschreibung von Art und Gattung der angebotenen und/oder zum Handel zuzulassenden Wertpapiere, einschließlich jeder Wertpapierkennung: **Art der Zertifikate**  
Die Zertifikate sind [Bonus][Capped Bonus][Discount][Open End Participations] [Open End Index] [Reverse Bonus][Capped Reverse Bonus][Participations][Index][Twin Win][Capped Twin Win] [Faktor] Zertifikate.  
**Form der Zertifikate**  
[Jede Serie der] [Die] Zertifikate [wird] [werden] durch eine Sammelurkunde verbrieft.  
**Wertpapierkennung**  
ISIN: [●]
- C.2** Währung der Wertpapieremission: Die für die Zertifikate maßgebliche Währung lautet [●]
- C.5** Beschreibung aller etwaigen Beschränkungen für die freie Übertragbarkeit der Wertpapiere: Jedes Zertifikat [einer Serie von Zertifikaten] ist in einer Anzahl, die dem in den Endgültigen Bedingungen angegebenen Mindesthandelsvolumen entspricht oder einem ganzzahligen Vielfachen davon und nach dem jeweils anwendbaren Recht und gegebenenfalls den jeweiligen geltenden Vorschriften und Verfahren der Verwahrstelle, in deren Unterlagen die Übertragung vermerkt ist, übertragbar.
- C.8** Beschreibung der mit den Wertpapieren verbundenen Rechte einschließlich der Rangordnung und der Beschränkungen dieser Rechte: **Mit den Wertpapieren verbundene Rechte**  
Jedes Zertifikat gewährt seinem Inhaber einen Anspruch auf den Auszahlungsbetrag wie unter C.15 ausführlicher beschrieben.  
**Status der Wertpapiere**  
[Die jeweilige Serie von Zertifikaten] [Die Zertifikate] [begründet] [begründen] unmittelbare, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin.  
**Rang**  
Die Zertifikate sind untereinander und mit allen sonstigen

gegenwärtigen und künftigen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig, ausgenommen solche Verbindlichkeiten, denen auf Grund zwingender gesetzlicher Vorschriften Vorrang zukommt.

### **Beschränkungen der Rechte**

Die Emittentin ist unter den in den Zertifikatsbedingungen festgelegten Voraussetzungen zur Kündigung der Zertifikate und zu Anpassungen der Zertifikatsbedingungen berechtigt.

### **Anwendbares Recht**

Form und Inhalt der Wertpapiere sowie alle Rechte und Pflichten aus den Zertifikaten bestimmen sich in jeder Hinsicht nach dem österreichischen Recht.

### **Gerichtsstand**

Ausschließlicher Gerichtsstand ist, soweit rechtlich zulässig, das für Wien, Innere Stadt, zuständige Gericht, wobei sich die Emittentin jedoch vorbehält, eine Klage bei einem ansonsten zuständigen Gericht einzubringen. Die Unterwerfung unter die Gerichtsbarkeit der Gerichte Wiens beschränkt nicht das Recht eines Wertpapierinhabers, Verfahren vor einem Gerichtsstand für Verbraucher anzustrengen, sofern und soweit dies durch anwendbare Gesetze vorgesehen ist.

- C.11** Es ist anzugeben, ob für die angebotenen Wertpapiere ein Antrag auf Zulassung zum Handel gestellt wurde oder werden soll, um sie an einem geregelten Markt oder anderen gleichwertigen Märkten zu platzieren, wobei die betreffenden Märkte zu nennen sind:
- [Es ist beantragt worden, [die]jede Serie der] Zertifikate zum [[geregelten] [●] Markt der Wiener Wertpapierbörse],[,][und] [[[un]geregelten] [●] Markt der Stuttgarter Wertpapierbörse (EUWAX)],,][und] [[[un]geregelten] [●] Markt der Budapester Wertpapierbörse],[,][und] [[[un]geregelten] [●] Markt der Bukarester Wertpapierbörse],[,][und] [[[un]geregelten] [●] Markt der Prager Wertpapierbörse] zuzulassen. Bezugnahme auf einen geregelten und/oder ungeregelten Markt erfolgt ausschließlich im Sinne der Richtlinie 2014/65/EU.]
- [Nicht anwendbar. Die Notierung oder Zulassung der Zertifikate zu einem geregelten oder ungeregelten Markt wurde nicht beantragt.]
- C.15** Beschreibung, wie der Wert der Anlage durch den Wert des Basisinstruments/der Basisinstrumente beeinflusst wird, es sei denn, die Wertpapiere haben eine Mindeststückelung von 100.000 EUR:
- [Beschreibung der [Bonus][Capped Bonus] Zertifikate**
- Bei diesen Zertifikaten erhalten die Wertpapierinhaber am Rückzahlungstag einen Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, dessen Höhe von der Entwicklung des Basiswerts abhängt.
- (i) Sofern kein Barriere-Ereignis eintritt, entspricht der Auszahlungsbetrag dem Referenzpreis unter Berücksichtigung des Bezugsverhältnisses, mindestens aber dem Bonusbetrag[ und höchstens dem Höchstbetrag].
- (ii) Sofern ein Barriere-Ereignis eingetreten ist, entspricht der Auszahlungsbetrag nicht mehr mindestens dem Bonusbetrag, sondern immer dem Referenzpreis unter



Berücksichtigung des Bezugsverhältnisses (1:1 Partizipation an der Entwicklung des Basiswerts)[, jedoch höchstens dem Höchstbetrag].

Ein Barriere-Ereignis tritt dann ein, wenn der [Beobachtungskurs des Basiswerts während des Beobachtungszeitraums die Barriere erreicht oder unterschreitet] [Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder unterschreitet].

Die Wertpapierinhaber haben keine Ansprüche auf den/aus dem Basiswert (wie z.B. Stimmrechte, Dividenden).]

#### **[Beschreibung der Discount Zertifikate**

Bei diesen Zertifikaten partizipieren die Wertpapierinhaber an der Entwicklung des Basiswerts während der Laufzeit. Der anfängliche Ausgabepreis bzw. der Aktuelle Verkaufspreis des Zertifikats liegt jedoch unter dem aktuellen Marktpreis des Basiswerts (Discount) unter Berücksichtigung des Bezugsverhältnisses.

Am Rückzahlungstag erhalten die Wertpapierinhaber einen Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, der sich in Abhängigkeit vom Referenzpreis ermittelt.

(i) Liegt der Referenzpreis auf oder über dem Cap, entspricht der Auszahlungsbetrag dem Höchstbetrag.

(ii) Liegt der Referenzpreis unter dem Cap, erhalten Wertpapierinhaber einen Auszahlungsbetrag in Höhe des Referenzpreises unter Berücksichtigung des Bezugsverhältnisses.

Die Wertpapierinhaber haben keine Ansprüche auf den/aus dem Basiswert (wie z.B. Stimmrechte, Dividenden).]

#### **[Beschreibung der Open End [Partizipations-][Index-]Zertifikate**

Open End [Partizipations-][Index-]Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet. Die Laufzeit der Zertifikate endet entweder (i) durch Ausübung der Zertifikate durch die Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Der Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, entspricht dem Referenzpreis multipliziert mit dem [(aktuellen)] Bezugsverhältnis [und dem Managementfaktor].]

#### **[Beschreibung der [Reverse Bonus][Capped Reverse Bonus] Zertifikate**

Bei diesen Zertifikaten erhalten Wertpapierinhaber am Fälligkeitstag einen Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, dessen Höhe von der Entwicklung des Basiswerts abhängt. Besonderheit dabei ist, dass Wertpapierinhaber an der Wertentwicklung des Basiswerts entgegengesetzt

partizipieren.

(i) Sofern kein Barriere-Ereignis eingetreten ist, entspricht der Auszahlungsbetrag dem Reverselevel abzüglich des Referenzpreises unter Berücksichtigung des Bezugsverhältnisses, mindestens aber dem Bonusbetrag und höchstens dem Höchstbetrag].

(ii) Sofern ein Barriere-Ereignis eingetreten ist, entspricht der Auszahlungsbetrag nicht mehr mindestens dem Bonusbetrag, sondern entspricht immer dem Reverselevel abzüglich des Referenzpreises unter Berücksichtigung des Bezugsverhältnisses (positive Beteiligung an einem Wertverlust des Basiswerts), mindestens jedoch null[ und höchstens dem Höchstbetrag].

Ein Barriere-Ereignis tritt dann ein, wenn der [Beobachtungskurs des Basiswerts während des Beobachtungszeitraums die Barriere erreicht oder überschreitet] [Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder überschreitet].

Die Wertpapierinhaber haben keine Ansprüche auf den/aus dem Basiswert (wie z.B. Stimmrechte, Dividenden).]

#### **[Beschreibung der [Partizipations-][Index-]Zertifikate**

Bei diesen Zertifikaten erhalten Wertpapierinhaber am Rückzahlungstag einen Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, dessen Höhe von der Entwicklung des Basiswerts abhängt. Der Auszahlungsbetrag entspricht dem Referenzpreis multipliziert mit dem Bezugsverhältnis [und dem Managementfaktor].]

#### **[Beschreibung der [Twin Win][Capped Twin Win] Zertifikate**

Die Höhe des gegebenenfalls in die Auszahlungswährung umgerechneten Auszahlungsbetrags bei Twin Win Zertifikaten ist an die Entwicklung des Basiswerts gekoppelt, wobei die folgenden Fälle zu unterscheiden sind:

(i) Sofern kein Barriere-Ereignis eingetreten ist und der Referenzpreis dem Basispreis entspricht oder diesen überschreitet, entspricht der Auszahlungsbetrag je Wertpapier dem Produkt aus (A) dem Bezugsverhältnis und (B) der Summe aus (i) dem Basispreis und (ii) dem Produkt aus (x) der Differenz zwischen dem Referenzpreis und dem Basispreis und (y) dem anwendbaren Partizipationsfaktor[, wobei der Auszahlungsbetrag den anwendbaren Höchstbetrag nicht übersteigt].

(ii) Sofern kein Barriere-Ereignis eingetreten ist, aber der Referenzpreis den Basispreis unterschreitet, entspricht der Auszahlungsbetrag je Wertpapier dem Produkt aus (A) dem Bezugsverhältnis und (B) der Summe aus (i) dem Basispreis und (ii) dem Produkt aus (x) der Differenz zwischen dem Basispreis und dem Referenzpreis und (y) dem anwendbaren Partizipationsfaktor[, wobei der Auszahlungsbetrag den anwendbaren Höchstbetrag nicht

übersteigt].

(iii) Sofern ein Barriere-Ereignis eingetreten ist, entspricht der Auszahlungsbetrag je Wertpapier dem Produkt aus (i) dem Referenzpreis und (ii) dem Bezugsverhältnis[, wobei der Auszahlungsbetrag den anwendbaren Höchstbetrag nicht übersteigt].

Ein Barriere-Ereignis tritt dann ein, wenn ein in den jeweiligen Endgültigen Bedingungen bestimmter Beobachtungskurs die Barriere erreicht oder unterschreitet.

Die Partizipationsfaktoren[ und die Höchstbeträge] können in den einzelnen Fällen voneinander abweichen.

Die Wertpapierinhaber haben keine Ansprüche auf den/aus dem Basiswert (wie z.B. Stimmrechte, Dividenden).]

### **[Beschreibung der Faktor Zertifikate**

Faktor Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet. Die Laufzeit der Zertifikate endet entweder (i) durch Ausübung der Zertifikate durch die Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Die Wertentwicklung von Faktor Zertifikaten hängt von den Bewegungen des jeweiligen Basiswerts unter Berücksichtigung einer Hebel- und einer Finanzierungskomponente ab.

[Bei Faktor Long Zertifikaten spiegelt die Hebelkomponente den mehrfachen Kauf des Basiswerts wider. Kursbewegungen des Basiswerts wirken sich sowohl bei positiven als auch negativen Entwicklungen des Basiswerts überproportional auf den Wert der Faktor Long Zertifikate aus.

Die Finanzierungskomponente resultiert aus den Kosten für eine Kapitalaufnahme zu einem Tagesgeldsatz erhöht um einen Zinsaufschlag. Da die Finanzierungskomponente stets negativ ist, wirkt sie sich an jedem Berechnungstag wertmindernd auf das Faktor Zertifikat aus.

Bei Faktor Long Zertifikaten entspricht der Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, der Differenz aus (i) dem Produkt aus dem Auszahlungsbetrag am vorangegangenen Berechnungstag und der täglichen gehebelten Wertentwicklung und (ii) den Finanzierungskosten. Die tägliche gehebelte Wertentwicklung entspricht der Summe aus (i) eins (1) und (ii) dem Produkt aus der prozentualen Wertentwicklung des Basiswerts und dem Faktor. Die prozentuale Wertentwicklung des Basiswerts an einem Berechnungstag entspricht der Differenz aus (i) dem Quotienten aus dem Referenzpreis und dem Referenzpreis am vorangegangenen Berechnungstag oder, sofern zwischen dem Zeitpunkt der Feststellung des Referenzpreises am vorangegangenen Berechnungstag und der Feststellung des Referenzpreises am

Berechnungstag ein Stop-Loss Ereignis eingetreten ist, dem Stop-Loss Referenzpreis und (ii) eins (1). Ein Stop-Loss Ereignis liegt vor, wenn ein bestimmter Beobachtungskurs die Stop-Loss Barriere erreicht oder unterschreitet.]

[Bei Faktor Short Zertifikaten spiegelt die Hebelkomponente den mehrfachen Verkauf des Basiswerts wider. Kursbewegungen des Basiswerts wirken sich sowohl bei positiven als auch negativen Entwicklungen des Basiswerts überproportional auf den Wert der Faktor Short Zertifikate aus.

Die Finanzierungskomponente resultiert aus den Kosten für eine Kapitalaufnahme zu einem Tagesgeldsatz verringert um einen Zinsabschlag. Da die Finanzierungskomponente stets negativ ist, wirkt sie sich an jedem Berechnungstag wertmindernd auf das Faktor Zertifikat aus.

Bei Faktor Short Zertifikaten entspricht der Auszahlungsbetrag, gegebenenfalls umgerechnet in die Auszahlungswährung, der Summe aus (i) dem Produkt aus dem Auszahlungsbetrag am vorangegangenen Berechnungstag und der Täglichen Gehebelten Wertentwicklung und (ii) den Finanzierungskosten. Die Tägliche Gehebelte Wertentwicklung entspricht der Summe aus (i) eins (1) und (ii) dem Produkt aus der Prozentualen Wertentwicklung des Basiswerts und dem Faktor. Die Prozentuale Wertentwicklung des Basiswerts an einem Berechnungstag entspricht der Differenz aus (i) eins (1) und (ii) dem Quotienten aus dem Referenzpreis und dem Referenzpreis am vorangegangenen Berechnungstag oder, sofern zwischen dem Zeitpunkt der Feststellung des Referenzpreises am vorangegangenen Berechnungstag und der Feststellung des Referenzpreises am Berechnungstag ein Stop-Loss Ereignis eingetreten ist, dem Stop-Loss Referenzpreis. Ein Stop-Loss Ereignis liegt vor, wenn ein bestimmter Beobachtungskurs die Stop-Loss Barriere erreicht oder überschreitet.]

**Aufgrund der Konstruktion der Faktor Zertifikate, insbesondere aufgrund der Verknüpfung der Faktor Zertifikate mit der Täglichen Gehebelten Wertentwicklung, können die täglichen Schwankungen des Basiswerts einen erheblichen negativen Einfluss auf die Wertentwicklung der Zertifikate haben. Aus diesem Grund eignen sich Faktor Zertifikate nicht für eine längerfristige Anlage und bieten sich nicht als Alternative gegenüber einem Direktinvestment in den Basiswert selbst an, da die Entwicklung der Täglichen Gehebelten Wertentwicklung und damit der Wert der Faktor Zertifikate über einen längeren Zeitraum wesentlich von der Entwicklung des Wertes des Basiswerts selbst abweichen kann.]**

- C.16** Verfallstag oder Rückzahlungstag(e): [●]  
 Fälligkeitstermin der Ausübungstag(e): [●]  
 Wertpapiere – Finale(r) Bewertungstag(e): [●]  
 Ausübungstermin oder

letzter Referenztermin:

- C.17** Beschreibung des Abrechnungsverfahrens für die derivativen Wertpapiere: Die Emittentin überweist die jeweils unter den Zertifikaten fälligen Zahlungen an das maßgebliche Clearingsystem zur Weiterleitung an die Wertpapierinhaber.
- C.18** Beschreibung der Rückgabemodalitäten bei derivativen Wertpapieren: Kursreferenz am Finalen Bewertungstag (Referenzpreis): [●]
- C.19** Ausübungspreis oder endgültiger Referenzpreis des Basiswerts: Kursreferenz am Finalen Bewertungstag (Referenzpreis): [●]
- C.20** Beschreibung der Art des Basiswerts und Angabe des Ortes, an dem Informationen über den Basiswert erhältlich sind: Typ: [Aktie] [Aktienkorb] [Index<sup>10</sup>] [Exchange Traded Fund] [Währungswechsellkurs] [Zinssatz] [Rohstoff] [Futures-Kontrakt]  
Name: [●]  
[Emittent][Berechnungsstelle][Gesellschaft][Index-Sponsor][Referenzmarkt]: [●]  
[Referenzquelle][Bildschirmseite]: [●]  
Informationen über den Basiswert sind [auf der Website www.[●]] [und] [auf der Seite von Bloomberg oder Reuters] für jedes Wertpapier oder die den Basiswert bildenden Bestandteile abrufbar.

## D. RISIKEN

### D.2 Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind.

#### Risiken in Bezug auf das Geschäft der Erste Group

- Die schwierigen volkswirtschaftlichen Bedingungen und die Bedingungen am Finanzmarkt können erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage sowie die Zukunftsaussichten der Erste Group haben.
- Die Erste Group wurde und kann weiterhin von der europäischen Staatsschuldenkrise beeinflusst und zu Abschreibungen von Staatsanleihen einiger Länder gezwungen werden.
- Die Erste Group hat, und könnte in Zukunft auch weiterhin eine Verschlechterung der Qualität des Kreditportfolios, insbesondere aufgrund von Finanzkrisen oder Konjunkturschwächen erfahren.
- Die Erste Group unterliegt erheblichem Gegenparteirisiko, und Ausfälle von Gegenparteien können zu Verlusten führen, die die Rückstellungen

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<sup>10</sup> Nicht anwendbar für Produkt Nr. 7: Faktor Zertifikate

der Erste Group übersteigen.

- Die Absicherungsstrategien der Erste Group könnten sich als unwirksam erweisen.
- Die Erste Group ist generell der Marktvolatilität ausgesetzt, wenn es um immobilienbesicherte Kredite geht.
- Marktschwankungen und Volatilität können sich negativ auf den Wert der Vermögenswerte der Erste Group auswirken, Rentabilität reduzieren und es schwieriger machen, den Fair Value bestimmter Vermögenswerte festzustellen.
- Die Erste Group unterliegt dem Risiko, dass Liquidität nicht ohne weiteres zur Verfügung steht.
- Kreditratingagenturen können ein Kreditrating der Erste Group Bank und/oder einer lokalen Einheit, die Teil der Erste Group ist, oder eines Landes, in dem die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen, was sich negativ auf die Refinanzierungsbedingungen der Erste Group Bank, insbesondere auf den Zugang zu den Fremdkapitalmärkten, auswirken kann.
- Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.
- Die Emittentin unterliegt dem Risiko von Änderungen steuerlicher Rahmenbedingungen, insbesondere betreffend die Stabilitätsabgabe und die Einführung einer Finanztransaktionssteuer.
- Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.
- Die Emittentin ist verpflichtet, jährlich Beiträge an den Einheitlichen Abwicklungsfonds und an *ex ante* finanzierte Fonds des Einlagensicherungssystems des Sparkassensektors zu leisten.
- Trotz Risikomanagement-Strategien, -Techniken und internen Kontrollverfahren kann die Erste Group unbekanntem und unerwarteten Risiken ausgesetzt sein.
- Das Geschäft der Erste Group unterliegt operativen Risiken.
- Ein Ausfall, eine Unterbrechung oder eine Verletzung von Sicherheitsbestimmungen von Informationssystemen der Erste Group, sowie jegliche Nicht-Aktualisierung dieser Systeme, kann Geschäfts- und andere Verluste zur Folge haben.
- Die Erste Group könnte Schwierigkeiten haben, qualifizierte Mitarbeiter anzuwerben oder zu binden.
- Die Erste Group könnte gezwungen sein, angeschlagenen Banken im Haftungsverbund finanzielle Unterstützung zu gewähren, was zu bedeutenden Kosten und einer Bindung ihrer Ressourcen führen könnte.
- Zinsänderungen werden durch viele Faktoren verursacht, die außerhalb des Einflussbereichs der Erste Group liegen, und solche Änderungen können wesentliche negative Auswirkungen auf ihre Vermögens-, Finanz- und Ertragslage, inklusive Nettozinsenertrag haben.
- Da ein großer Teil der Aktivitäten, Vermögenswerte und Kunden der Erste Group auf Länder in Zentral und Osteuropa, die nicht der Eurozone

angehören, konzentriert sind, ist die Erste Group Währungsrisiken ausgesetzt.

- Der Gewinn der Erste Group Bank kann geringer oder sogar negativ ausfallen.
- Veränderungen der Sicherheitenstandards der EZB könnten negative Auswirkungen auf die Finanzierung der Erste Group und deren Eindeckung mit Liquidität haben.
- Die Erste Group ist in wettbewerbsintensiven Märkten tätig und konkurriert mit großen internationalen Finanzinstituten wie auch etablierten lokalen Mitbewerbern.
- Die Hauptaktionäre der Erste Group können Aktionärsmaßnahmen kontrollieren.
- Die Einhaltung von anwendbaren Regeln und Vorschriften, insbesondere zur Verhinderung von Geldwäsche und Terrorismusfinanzierung, von Korruption und Betrug, zu Wirtschaftssanktionen und Steuern sowie zu Kapitalmärkten (in Bezug auf Wertpapiere und Börsen) bringt erhebliche Kosten und Aufwendungen mit sich und die Nichteinhaltung könnte schwerwiegende rechtliche sowie rufschädigende Folgen für die Erste Group haben.
- Änderungen in der Konsumentenschutzgesetzgebung sowie in der Anwendung und Auslegung solcher Gesetze können zu einer Beschränkung jener Gebühren und anderer Preise führen, welche die Erste Group für bestimmte Bankentransaktionen in Rechnung stellt und könnte es Konsumenten ermöglichen, einen Teil der bereits in der Vergangenheit bezahlten Gebühren und Zinsen zurückzufordern.
- Die Eingliederung von potentiellen zukünftigen Akquisitionen kann zu zusätzlichen Herausforderungen führen.

#### **Risiken in Bezug auf die Märkte, in denen die Erste Group tätig ist**

- Der Austritt eines oder mehrerer Länder aus der Eurozone könnte unvorhersehbare Auswirkungen auf das Finanzsystem und die allgemeine Wirtschaftslage haben, was zu einem Rückgang der Geschäftstätigkeit, Abschreibungen und Verlusten für die Erste Group führen kann.
- Die Erste Group ist in Schwellenländern tätig, die schnelle wirtschaftliche oder politische Veränderungen erfahren können, was negative Auswirkungen auf ihre Finanz- und Ertragslage haben kann.
- Zugesagte Mittel der EU könnten nicht freigegeben werden oder es könnten weitere Hilfsprogramme von der EU und / oder internationalen Kreditinstituten nicht verabschiedet werden.
- Der Verlust des Vertrauens der Kunden in das Geschäft der Erste Group oder in das Bankgeschäft allgemein könnte unerwartet hohe Abhebungen von Kundeneinlagen zur Folge haben, was wiederum erhebliche negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage und die Liquidität der Erste Group haben könnte.
- Liquiditätsprobleme einiger CEE Länder könnten die gesamte CEE Region negativ beeinflussen und erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group haben.
- Regierungen von Ländern, in denen die Erste Group tätig ist, könnten auf die Finanz- und Wirtschaftskrise mit erhöhtem Protektionismus, Verstaatlichungen oder ähnlichen Maßnahmen reagieren.
- Die Erste Group könnte negativ durch langsames Wachstum oder

Rezession im Bankensektor, in dem die Erste Group tätig ist, sowie langsamere Expansion der Eurozone und der EU beeinflusst werden.

- Die Rechtssysteme und Verfahrensgarantien sind in vielen CEE Staaten und besonders in den osteuropäischen Staaten noch nicht voll entwickelt.
- In bestimmten CEE Ländern könnte geltendes Insolvenzrecht oder andere Gesetze und Verordnungen betreffend Gläubigerrechte die Möglichkeit der Erste Group, Zahlungen für Kreditausfälle zu erhalten, beschränken.
- Die Erste Group könnte verpflichtet werden, an staatlichen Förderungsprogrammen für Kreditinstitute teilzunehmen oder diese und andere staatliche Konsolidierungsprogramme, durch Einführung von Bankensteuern oder anderer Abgaben, zu finanzieren.

**D.3, D.6 Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind.**

**RISIKOHINWEIS: Anleger sollten bedenken, dass sie ihren Kapitaleinsatz ganz oder teilweise verlieren könnten.**

**Allgemeine Risikofaktoren**

- Die Zertifikate sind risikoreiche Instrumente der Vermögensanlage. Im Vergleich zu anderen Kapitalanlagen ist bei ihnen das Risiko von Verlusten – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten – hoch; die Zertifikate werfen, soweit nicht ausdrücklich vorgesehen, keinen laufenden Ertrag ab.
- Zertifikate mit einem Partizipationsfaktor beinhalten das Risiko, dass Wertpapierinhaber an Wertveränderungen des Basiswerts unterproportional bzw. überproportional partizipieren.
- Die Zertifikate könnten keine Liquidität aufweisen oder der Markt für solche Zertifikate könnte eingeschränkt sein, wodurch der Wert der Zertifikate oder die Möglichkeit der Wertpapierinhaber, diese zu veräußern, negativ beeinflusst werden könnte.
- Wertpapierinhaber sollten beachten, dass Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts den Wert des Zertifikats überproportional bis hin zur Wertlosigkeit mindern können, und dass bei Zertifikaten mit Laufzeitbegrenzung nicht darauf vertraut werden sollte, dass sich der Preis des Zertifikats rechtzeitig wieder erholen wird.
- Die Wertentwicklung der Zertifikate ist an die Wertentwicklung des Basiswerts gekoppelt, welche wiederum durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes, beeinflusst wird - jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Marktpreis der Zertifikate negativ beeinflussen.
- Hat der Basiswert einen Bezug zu Schwellenländern, muss ein Wertpapierinhaber mit erheblichen politischen und wirtschaftlichen Unsicherheiten rechnen, die erheblichen Einfluss auf die Marktpreisentwicklung der Zertifikate haben können.
- Falls Auszahlungen auf die Zertifikate in einer Währung vorgenommen werden, die sich von der Währung des Basiswerts unterscheidet und solche Zertifikate keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko der Wertpapierinhaber auch von der Entwicklung der



Referenzwährung des Basiswerts gegenüber der Währung der Zertifikate ab, welche nicht vorhersehbar ist. Ein Währungsrisiko für den Wertpapierinhaber besteht auch dann, wenn das Konto des Wertpapierinhabers, dem der Auszahlungsbetrag gutgeschrieben wird, in einer von der Währung des Zertifikates abweichenden Währung geführt wird.

- Wertpapierinhabern sollte bewusst sein, dass sie eventuell nicht in der Lage sein werden, sich gegen Risiken aus den Zertifikaten abzusichern.
- Eine Kreditfinanzierung des Erwerbs von Zertifikaten erhöht die maximal mögliche Höhe des Verlusts erheblich.
- Absicherungsgeschäfte der Emittentin können den Marktpreis der Zertifikate für den Anleger nachteilig beeinflussen.
- Nebenkosten auf gegebenenfalls zu erwartende Erträge verringern den Gewinn der Wertpapierinhaber.
- Wertpapierinhaber sind dem Risiko einer falschen Einschätzung der Liquidität der Zertifikate aufgrund des Emissionsvolumens der Zertifikate ausgesetzt.
- Marktstörungen, Anpassungsmaßnahmen und Kündigungsrechte können negative Auswirkungen auf die Rechte der Wertpapierinhaber haben.
- Berichtigungen, Änderungen oder Ergänzungen der Zertifikatsbedingungen können nachteilig für Wertpapierinhaber sein.
- Änderungen der Steuergesetzgebung können die Wertpapierinhaber negativ beeinflussen.
- Zertifikate sind möglicherweise nicht geeignet, um Risiken abzusichern.
- Es besteht das Risiko, dass der Handel mit den Zertifikaten oder mit dem Basiswert bzw. den Bestandteilen ausgesetzt, unterbrochen oder beendet wird.
- Auf Grund zukünftiger Geldentwertung (Inflation) kann sich die tatsächliche Rendite einer Anlage verringern.
- Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.
- Emissionsratings/Kreditratings/Ratings spiegeln möglicherweise nicht alle Risiken wider.
- Rechtliche Erwägungen im Zusammenhang mit der Anlageentscheidung können die Veranlagungsmöglichkeiten einschränken.
- Ein österreichisches Gericht könnte einen Kurator für die Zertifikate bestellen, der die Interessen der Wertpapierinhaber für sie vertritt und ihre Rechte für sie ausübt, sodass die Möglichkeit der Zertifikateinhaber, ihre Rechte unter den Zertifikaten einzeln auszuüben, eingeschränkt sein kann.
- Risiko im Zusammenhang mit ausschüttungsgleichen Zahlungen (*Dividend Equivalent Payments*).
- Die Zertifikate können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Gläubiger einen Teil oder die Gesamtheit ihrer Anlage in die Zertifikate verlieren können (gesetzliche Verlustbeteiligung).
- Die Emittentin könnte Abwicklungsbefugnissen unterliegen, die auch

negative Auswirkungen auf die Zertifikate haben könnten.

- Der Emittentin ist es nicht untersagt, weitere Schuldtitel zu begeben oder weitere Verbindlichkeiten aufzunehmen.
- Im Fall einer Insolvenz der Emittentin haben Einlagen einen höheren Rang als die Ansprüche der Gläubiger im Zusammenhang mit den Zertifikaten.

### **Risikofaktoren im Hinblick auf bestimmte Zertifikatstypen**

#### **[Produkt Nr. 1: Risikofaktoren im Hinblick auf [Bonus][Capped Bonus] Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Ein so genanntes Barriere-Ereignis tritt dann ein, wenn der [Beobachtungskurs während des Beobachtungszeitraums die Barriere erreicht oder unterschreitet] [Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder unterschreitet]. Wertpapierinhaber sollten beachten, dass im Fall des Eintritts eines Barriere-Ereignisses der Anspruch auf die Mindestrückzahlung in Höhe des Bonusbetrags erlischt und das [Bonus][Capped Bonus] Zertifikat mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar ist, mit der Folge, dass der

Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Wertpapiers.

*[Im Fall von Capped Bonus Zertifikaten ist der Auszahlungsbetrag auf den Höchstbetrag begrenzt*

Unabhängig davon, ob ein Barriere-Ereignis eingetreten ist oder nicht, entspricht der Auszahlungsbetrag maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Bonus Zertifikaten nach oben hin beschränkt ist.]]

## **[Produkt Nr. 2: Risikofaktoren im Hinblick auf Discount Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als

denen, die beim Erwerb des Zertifikats vorlagen.

*Auszahlungsbetrag ist auf Höchstbetrag begrenzt*

Der Auszahlungsbetrag bei Discount Zertifikaten entspricht maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Discount Zertifikaten nach oben hin beschränkt ist.

*Risiko eines Totalverlusts*

Unterhalb des Cap sind Discount Zertifikat mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar. In diesem Fall besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.]

### **[Produkt Nr. 3: Risikofaktoren im Hinblick auf Open End [Partizipations-][Index-]Zertifikate**

*Risikofaktoren im Hinblick auf die unbestimmte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (*Open End*). Die Laufzeit der Wertpapiere endet entweder (i) durch Ausübung der Zertifikate durch die Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Die Zertifikate können während der Laufzeit durch den Wertpapierinhaber während einer bestimmten Ausübungsfrist durch Abgabe einer Ausübungserklärung ausgeübt werden. Der Auszahlungsbetrag bei ausgeübten Zertifikaten wird auf Grundlage des Referenzpreises des Basiswerts an dem betreffenden Ausübungstermin berechnet.

Die Emittentin ist darüber hinaus berechtigt, die Zertifikate außerordentlich durch Bekanntmachung zu kündigen, sofern eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Es ist dabei zu beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen.

Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist. Aufgrund des Kündigungsrechts der Emittentin können Wertpapierinhaber nicht darauf vertrauen, dass die Wertpapiere eine unbegrenzte Laufzeit haben. Wertpapierinhaber sollten daher nicht darauf vertrauen, eine Position in den Zertifikaten über einen längeren Zeitraum halten zu können. Wertpapierinhaber können weiterhin nicht darauf vertrauen, dass sich der Kurs des Basiswerts rechtzeitig vor einem Kündigungstermin in eine für sie positive Richtung entwickelt.

*Rendite- und Wiederanlagerisiko bei ordentlicher bzw. außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die grundsätzlich unbegrenzte Laufzeit der Zertifikate durch eine ordentliche oder eine außerordentliche Kündigung der Emittentin beendet werden kann. Im Fall einer Kündigung trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*[Risiko im Hinblick auf Open End Partizipations-Zertifikate auf Futures Kontrakte mit Transaktionsgebühr*

Im Fall von Open End Partizipations-Zertifikaten auf Futures Kontrakte können zusätzlich zur Deckung der durch den Rollover entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Zertifikate, wenn die Transaktionsgebühr größer als null ist. Zu berücksichtigen ist weiterhin, dass die Transaktionsgebühr sowohl im Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt und damit bei der Ermittlung des angepassten Bezugsverhältnisses zweimal zu berücksichtigen ist.]

*Risiko des Totalverlusts*

Open End [Partizipations-][Index-]Zertifikate sind mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen und Transaktionsgebühren, sofern anwendbar) vergleichbar, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des eingesetzten Kapitals für den Fall, dass der Basiswert am Finalen Bewertungstag (beispielsweise im Fall einer Kündigung durch Emittentin) wertlos ist.

*[Risiko im Hinblick auf Open End [Partizipations-][Index-]Zertifikate mit Managementgebühr*

Wertpapierinhaber sollten beachten, dass die Managementgebühr in der Abhängigkeit von der Haltedauer der Wertpapiere den Betrag mindert, den ein Wertpapierinhaber am Ende der Laufzeit erhält und dass die Managementgebühr darüber hinaus auch während der Laufzeit der Wertpapiere die Preisbildung der Wertpapiere im Sekundärmarkt negativ beeinflusst.]

*[Risiko im Hinblick auf Open End [Partizipations-][Index-]Zertifikate bezogen auf Performanceindizes*

Im Fall von Open End [Partizipations-][Index-]Zertifikaten bezogen auf Performanceindizes können die Zertifikatsbedingungen vorsehen, dass das Bezugsverhältnis an jedem Dividententag angepasst wird. Im Rahmen dieser Anpassung werden etwaige Dividendenzahlungen bzw. Dividenden gleichstehende Barausschüttungen (unter Berücksichtigung des Dividentenfaktors) berücksichtigt, was zu einer Verringerung des Bezugsverhältnisses führt und entsprechend einen negativen Einfluss auf den

Auszahlungsbetrag hat. Die Auswirkungen sind umso stärker, je höher die Dividenden bzw. je höher die Dividendenbesteuerung ist.]]

#### **[Produkt Nr. 4: Risikofaktoren im Hinblick auf [Reverse Bonus]][Capped Reverse Bonus] Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*Risiken im Hinblick auf die Wertentwicklung von [Reverse Bonus][Capped Reverse Bonus] Zertifikaten aufgrund der Reverse-Struktur*

Bei Reverse Bonus Zertifikaten und Capped Reverse Bonus Zertifikaten ist die Entwicklung des Werts des Zertifikats umgekehrt abhängig von der Entwicklung des Basiswerts. Im Gegensatz zu üblichen Partizipationswertpapieren, die eine sog. Long Position verbriefen (fingierter "Kauf" des Basiswerts), verbriefen Reverse Bonus Zertifikate eine sog. Short Position (fingierter "Leerverkauf" des Basiswerts). Das bedeutet, dass diese Zertifikate eine positive Beteiligung des Wertpapierinhabers an einem Wertverlust des Basiswerts ermöglichen. **Entsprechend verliert ein Reverse Bonus Zertifikate regelmäßig (d.h. unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Preisbildung von Zertifikaten maßgeblicher Faktoren) dann an Wert, wenn der Wert des Basiswerts steigt.**

### *Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Im Fall von Reverse-Strukturen tritt ein so genanntes Barriere-Ereignis dann ein, wenn der [Beobachtungskurs während des Beobachtungszeitraums die Barriere erreicht oder überschreitet] [Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder überschreitet]. Wertpapierinhaber sollten beachten, dass im Fall des Eintritts eines Barriere-Ereignisses, der Anspruch auf die Mindestrückzahlung erlischt und der Wertpapierinhaber an der negativen Entwicklung des Basiswerts partizipiert bzw., im Fall von Capped Reverse Bonus Zertifikaten bis zum Cap, an der negativen Entwicklung des Basiswerts partizipiert. In diesem Fall besteht ein Totalverlustisiko für den Wertpapierinhaber im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag dem Reverselevel entspricht oder dieses überschreitet.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Zertifikats.

*[Im Fall von Capped Reverse Bonus Zertifikaten ist der Auszahlungsbetrag auf Höchstbetrag begrenzt*

Der Auszahlungsbetrag bei Capped Reverse Bonus Zertifikaten entspricht maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden negativen Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Reverse Bonus Zertifikaten nach oben hin beschränkt ist.]

*Beschränkte Ertragsmöglichkeit aufgrund der Reverse-Struktur auch ohne Berücksichtigung eines Caps*

Wertpapierinhaber sollten beachten, dass die Ertragsmöglichkeit aufgrund der Reverse-Struktur auch ohne Berücksichtigung eines Caps beschränkt ist, da die negative Entwicklung des Basiswerts nicht mehr als 100% betragen kann, d.h. bei Reverse Bonus Zertifikaten entspricht der Auszahlungsbetrag maximal dem Reverselevel (unter Berücksichtigung des Bezugsverhältnisses und gegebenenfalls umgerechnet in die Auszahlungswährung).

Bei Reverse Bonus Zertifikaten besteht zwischen dem wirtschaftlichen Wert der Zertifikate und dem wirtschaftlichen Wert des Basiswerts dementsprechend folgender grundsätzlicher Zusammenhang: **Ein Reverse Bonus Zertifikat verliert regelmäßig (d.h. unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Preisbildung von Zertifikaten maßgeblicher Faktoren) dann an Wert, wenn der Wert des Basiswerts steigt. Dementsprechend kann es bei dem Wertpapierinhaber zu einem Totalverlust des eingesetzten Kapitals kommen, wenn der Kurs des Basiswerts entsprechend steigt und das Reverselevel erreicht oder übersteigt.**

*Hebelwirkung bei [Reverse Bonus][Capped Reverse Bonus] Zertifikaten aufgrund der Reverse-Struktur*

Bei [Reverse Bonus][Capped Reverse Bonus] Zertifikaten besteht eine Hebelwirkung, deren Höhe von dem Reverselevel abhängt. Ein niedrigerer Reverselevel führt zu einer höheren Hebelwirkung und damit zu einem höheren

Verlustrisiko.]]

### **[Produkt Nr. 5. Risikofaktoren im Hinblick auf [Partizipations-][Index-]Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*[Risiko im Hinblick auf Partizipations-Zertifikate mit Managementgebühr*

Wertpapierinhaber sollten beachten, dass die Managementgebühr in der Abhängigkeit von der Haltedauer der Wertpapiere den Betrag mindert, den ein Wertpapierinhaber am Ende der Laufzeit erhält und dass die Managementgebühr darüber hinaus auch während der Laufzeit der Wertpapiere die Preisbildung der Wertpapiere im Sekundärmarkt negativ beeinflusst.]

*Risiko eines Totalverlusts*

[Partizipations-][Index-]Zertifikate sind mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des eingesetzten Kapitals für den Fall, dass der Basiswert am Finalen Bewertungstag wertlos ist.]



## **[Produkt Nr. 6. Risikofaktoren im Hinblick auf [Twin Win][Capped Twin Win] Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Wertpapierinhaber sollten beachten, dass im Fall, dass ein Barriere-Ereignis eingetreten ist, das Zertifikat mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar ist, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Zertifikats.

*[Im Fall von Capped Twin Win Zertifikaten ist der Auszahlungsbetrag auf den Höchstbetrag begrenzt*

Unabhängig davon, ob ein Barriere-Ereignis eingetreten ist oder nicht, entspricht der Auszahlungsbetrag maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Twin Win Zertifikaten nach oben hin beschränkt ist.]]

### **[Produkt Nr. 7. Risikofaktoren im Hinblick auf Faktor Zertifikate**

*Risiko von Anlagen in gehebelten Basiswerten*

Im Unterschied zu anderen Open End Partizipations-Zertifikaten sind Faktor Zertifikate gehebelt.

Anleger sollten insbesondere beachten, dass bei Faktor Zertifikaten die tägliche Wertentwicklung des Basiswerts mit dem anwendbaren Hebelfaktor gehebelt wird, d. h. positive und negative Bewegungen des Basiswerts haben einen unverhältnismäßigen Einfluss auf den Wert des Zertifikats. Dies bedeutet, dass die Festsetzung des Hebelfaktors gleichzeitig auch die Höhe des Risikos bestimmt. Je höher der Hebel, desto höher ist auch das Risiko. **Es ist zu beachten, dass die Preisentwicklung von Faktor Zertifikaten völlig unabhängig von der Kursentwicklung des Basiswerts sein kann.**

Im Fall, dass der Kurs des Basiswerts erheblich fällt, kann der Wert des Zertifikats aufgrund des Hebelfaktors auf einen sehr geringen Wert fallen. Zwar führen dann alle späteren Kursgewinne des Basiswerts zu Wertsteigerungen des Zertifikats. Allerdings ist dann das Ausgangsniveau für die Werterholung des Zertifikats sehr niedrig, so dass sich erhebliche Kursgewinne des Basiswerts nur geringfügig auf die Erholung des Preises des Zertifikats auswirken.

Die Faktor Zertifikate sehen eine Art Anpassungslevel (Stop-Loss Barriere) vor, das Anleger vor einem Totalverlust ihres Investments schützen soll. Dennoch ist es möglich, dass ein solches Anpassungslevel unter ungünstigen Umständen Anleger nicht davor schützt, untertätig einen Verlust zu erleiden, der einem Totalverlust des investierten Kapitals nahe kommt.

**Kapitalmärkte unterliegen in der Regel über längere Zeiträume Schwankungen. Aufgrund der Konstruktion der Faktor Zertifikate können diese Schwankungen einen erheblichen negativen Einfluss auf die Wertentwicklung der Zertifikate haben. Faktor Zertifikate eignen sich nicht für eine längerfristige Anlage und bieten sich nicht als Alternative gegenüber einem Direktinvestment in den Basiswert selbst an, da die Entwicklung der Täglichen Gehebelten Wertentwicklung und damit der Wert der Faktor Zertifikate über einen längeren Zeitraum wesentlich von der Entwicklung des Wertes des Basiswerts selbst abweichen kann.**

*Risikofaktoren im Hinblick auf die unbestimmte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (*Open End*). Die Laufzeit der Zertifikate endet entweder (i) durch Ausübung der Zertifikate durch die Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Die Zertifikate können während der Laufzeit durch den Wertpapierinhaber während einer bestimmten Ausübungsfrist durch Abgabe einer

Ausübungserklärung ausgeübt werden. Der Auszahlungsbetrag bei ausgeübten Zertifikaten wird auf Grundlage der täglichen Wertentwicklung des Basiswerts an dem betreffenden Ausübungstag berechnet.

Die Emittentin ist darüber hinaus berechtigt, die Zertifikate außerordentlich durch Bekanntmachung zu kündigen, sofern eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Es ist dabei zu beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen.

Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist. Aufgrund des Kündigungsrechts der Emittentin können Wertpapierinhaber nicht darauf vertrauen, dass die Zertifikate eine unbegrenzte Laufzeit haben. Wertpapierinhaber sollten daher nicht darauf vertrauen, eine Position in den Zertifikaten über einen längeren Zeitraum halten zu können.

*Rendite- und Wiederanlagerisiko bei ordentlicher bzw. außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die grundsätzlich unbegrenzte Laufzeit der Zertifikate durch eine ordentliche oder eine außerordentliche Kündigung der Emittentin beendet werden kann. Im Fall einer Kündigung trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*[Risiko im Hinblick auf Faktor Zertifikate mit Transaktionsgebühr*

Im Fall von Faktor Zertifikaten auf Futures Kontrakte kann zusätzlich zu den zur Deckung der durch den Rollover entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Zertifikate, wenn die Transaktionsgebühr größer als null ist. Zu berücksichtigen ist weiterhin, dass die Transaktionsgebühr sowohl im Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt.]

*Risiko des Totalverlusts*

Im schlechtesten Fall kann es bei Faktor Zertifikaten zum Totalverlust des eingesetzten Kapitals kommen. Dies ist jedenfalls dann der Fall, wenn der Referenzpreis des Basiswerts am Finalen Bewertungstag null beträgt.]

### **Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten**

Je nachdem welcher Basiswert den Zertifikaten zugrunde liegt, sind die Anleger Risiken ausgesetzt, welche sich aus der Art des Basiswerts und der Verhaltensweise von dessen Marktpreisen ergeben, da der Auszahlungsbetrag den ein Anleger erhält von der Wertentwicklung des Basiswerts abhängt. Die in diesem Programm vorgesehenen Basiswerte unterscheiden sich signifikant in ihrer typischen Preisvolatilität. Anleger sollten nur dann in Zertifikate

investieren, sofern sie mit dem maßgeblichen Basiswert vertraut sind und ein umfassendes Verständnis bezüglich der Art des Basiswerts als solchem, dem Markt sowie sonstigen Regelungen des maßgeblichen Basiswerts haben, da dies erforderlich ist, um die mit den Zertifikaten verbundenen Risiken zu verstehen; sofern ein solches Verständnis fehlt, kann dies wesentliche nachteilige Auswirkungen für den jeweiligen Anleger haben und dazu führen, dass der Investor sein eingesetztes Kapital ganz oder teilweise verliert.

### **Risikofaktoren in Bezug auf Interessenkonflikte**

Anleger sind dem Risiko direkter oder indirekter Handlungen der Emittentin ausgesetzt, die negative Einflüsse auf den Marktpreis der Zertifikate haben können oder die Inhaber der Zertifikate auf andere Weise negativ beeinflussen können, wobei Interessenkonflikte solche Handlungen wahrscheinlicher machen können. Für eine Beschreibung potentieller Interessenkonflikte, siehe E.4. unten.

## **E. DAS ANGEBOT**

**E.2b** Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen:

Die Emission der Zertifikate ist Bestandteil der gewöhnlichen Geschäftstätigkeit der Emittentin und erfolgt ausschließlich zum Zwecke der Gewinnerzielung, was auch dem Grund des Angebotes entspricht.

**E.3** Beschreibung der Angebotskonditionen:

**Bedingungen des Angebots**

Nicht anwendbar, das Angebot unterliegt keinen Bedingungen.

Die Zertifikate werden dauerhaft angeboten (Daueremissionen, "tap issue").

Das Angebot der Zertifikate beginnt in [dem Angebotsland][den Angebotsländern] am [●].

Emissionstermin, d.h. Ausgabetag ist der [●].

[Die Zertifikate werden während der Zeichnungsfrist, d.h. vom [●] bis zum [●], zur Zeichnung angeboten. Die Emittentin behält sich vor, die Zeichnungsfrist vorzeitig zu beenden. Die Emittentin ist nicht verpflichtet, gezeichnete Zertifikate zu emittieren.]

### **Verkaufsbeschränkungen**

Die Zertifikate dürfen nur in den Ländern angeboten, verkauft oder geliefert werden, sofern dies gemäß den geltenden Gesetzen und sonstigen anwendbaren Rechtsvorschriften dieser Länder zulässig ist und sofern für die Emittentin keine Verpflichtungen entstehen.

Die Zertifikate sind nicht und werden nicht gemäß dem United States Securities Act von 1933 registriert und können auf den Inhaber lautende Zertifikate sein, auf die US Steuergesetze Anwendung finden.

Die Zertifikate dürfen innerhalb der Vereinigten Staaten

weder direkt noch indirekt durch oder an oder für Rechnung von einer US-Person verkauft, gehandelt oder geliefert werden.

**Ausgabepreis sowie Kosten und Steuern beim Erwerb der Zertifikate**

[Der Ausgabepreis beträgt][Die Ausgabepreise betragen] [●].

**E.4** Beschreibung aller für die Emission/das Angebot wesentlichen Interessen, einschließlich potentieller Interessenkonflikte:

[Nicht anwendbar; es gibt keine solchen Interessenkonflikte.]

[Die Emittentin kann von Zeit zu Zeit in Bezug auf die Zertifikate in anderen Funktionen tätig werden, zum Beispiel als Berechnungsstelle, was es der Emittentin ermöglichen kann, den Wert des Basiswerts oder eines anderen Referenzwertes zu berechnen oder die Zusammensetzung des Basiswerts festzulegen, wodurch Interessenkonflikte entstehen können, wenn Wertpapiere oder andere Werte, die von der Emittentin selbst oder einem Konzernunternehmen ausgegeben werden, als Basiswert ausgewählt werden können oder wenn die Emittentin Geschäftsbeziehungen mit dem Emittenten oder dem Schuldner dieser Wertpapiere oder anderen Vermögenswerten hat.

Die Emittentin kann von Zeit zu Zeit Transaktionen, die mit dem Basiswert verbunden sind, für ihre Eigenhandelskonten oder von ihr verwaltete Konten durchführen. Derartige Transaktionen können einen negativen Effekt auf den Wert des Basiswerts oder etwaige andere Vermögenswerte haben und somit auch auf den Marktpreis der Zertifikate.

Die Emittentin kann weitere derivative Finanzinstrumente in Bezug auf den jeweiligen Basiswert ausgeben und die Einführung solcher mit den Zertifikaten im Wettbewerb stehender Produkte in den Markt kann sich auf den Marktpreis der Zertifikate auswirken.

Die Emittentin kann alle oder Teile der Erlöse aus dem Verkauf der Zertifikate verwenden, um Absicherungsgeschäfte abzuschließen, die den Marktpreis der Zertifikate beeinflussen können.

Die Emittentin kann nicht-öffentliche Informationen in Bezug auf den Basiswert erhalten und ist nicht verpflichtet solche Informationen an die Zertifikateinhaber weiterzugeben. Zudem kann die Emittentin Research-Berichte in Bezug auf den Basiswert publizieren. Tätigkeiten der genannten Art können bestimmte Interessenkonflikte mit sich bringen und sich auf den Marktpreis der Zertifikate auswirken.]

**[Beschreibung weiterer solcher Interessen einfügen]**

**E.7** Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden:

[Nicht anwendbar, da weder seitens der Emittentin noch seitens des/der Anbieter(s) solche Ausgaben in Rechnung gestellt werden.]

**[Beschreibung solcher Ausgaben einfügen]**

## **GERMAN TRANSLATION OF THE RISK FACTORS**

*Potentielle Investoren sollten sich vor einer Anlageentscheidung im Zusammenhang mit den Zertifikaten sorgfältig mit den in diesem Abschnitt beschriebenen Risikofaktoren und sonstigen in diesem Prospekt enthaltenen Informationen vertraut machen. Potenzielle Investoren sollten zur Kenntnis nehmen, dass die nachstehend beschriebenen Risiken nicht alle die Emittentin und deren Gruppe betreffenden Risiken umfassen. Die Emittentin beschreibt in diesem Abschnitt nur die im Zusammenhang mit ihrer Geschäfts-, Ertrags- und Finanzlage und ihren Zukunftsaussichten derzeit für sie erkennbaren und von ihr als wesentlich erachteten Risiken. Zusätzliche, für die Emittentin derzeit nicht erkennbare oder von ihr nicht als wesentlich eingestufte Risiken können durchaus bestehen und jedes dieser Risiken kann die oben beschriebenen Auswirkungen haben.*

*Potentielle Investoren sollten auch die detaillierten Informationen an anderen Stellen des Prospekts lesen und ihre eigenen Berater konsultieren (einschließlich Finanz-, Steuer und Rechtsberater) und sich selbst ein Bild machen, bevor sie eine Anlageentscheidung treffen.*

*Begriffe und Ausdrücke, die im Abschnitt "4. Emissionsbedingungen der Zertifikate" definiert sind, haben in diesem Abschnitt "2. Risikofaktoren" dieselben Bedeutungen.*

### **Faktoren, die die Erfüllungsverpflichtungen der Emittentin im Zusammenhang mit den unter diesem Programm emittierten Zertifikaten beeinträchtigen können:**

*Jeder der in diesem Abschnitt behandelten Risikofaktoren kann erhebliche negative Auswirkungen auf die Geschäfts-, Ertrags- und Finanzlage der Emittentin oder deren Zukunftsaussichten haben, die wiederum erhebliche negative Auswirkungen auf Zahlungen an die Anleger im Zusammenhang mit den Zertifikaten haben können. Darüber hinaus kann sich jeder der nachstehend beschriebenen Risikofaktoren negativ auf den Kurswert der Zertifikate oder die Rechte der Anleger aus den Zertifikaten auswirken, wodurch für die Anleger ein Teil- oder Totalverlust ihrer Anlage eintreten kann.*

*Die Emittentin ist der Ansicht, dass die nachfolgenden Faktoren ihre Fähigkeit zur Erfüllung ihrer Verpflichtungen aus den unter dem Programm begebenen Zertifikaten beeinträchtigen kann. Die meisten dieser Faktoren sind Ungewissheiten, die eintreten können oder auch nicht und die Emittentin kann keine Angaben zur Wahrscheinlichkeit des Eintritts dieser Ungewissheiten machen.*

*Darüber hinaus bestehen auch Markt(preis)risiken in Zusammenhang mit den unter dem Programm begebenen Zertifikaten, die nach diesem Abschnitt beschrieben sind.*

*Die Emittentin ist der Ansicht, dass die nachstehend beschriebenen Faktoren die wesentlichen Risiken im Zusammenhang mit den unter dem Programm begebenen Zertifikaten darstellen, allerdings können auch andere Ursachen, die für die Emittentin aufgrund der aktuell verfügbaren Informationen nicht erkennbar oder von ihr nicht als wesentlich eingestuft werden, die Fähigkeit der Emittentin zur Bedienung der Zahlungsverpflichtungen von Beträgen aufgrund oder im Zusammenhang mit den Zertifikaten negativ beeinflussen.*

## Risiken in Zusammenhang mit dem Geschäft der Erste Group

**Die schwierigen volkswirtschaftlichen Bedingungen und die Bedingungen am Finanzmarkt können erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage sowie die Zukunftsaussichten der Erste Group haben.**

Als Folge der weltweiten Finanzkrise vom zweiten Halbjahr 2007 bis ins Jahr 2009 haben sich die Staatsverschuldung weltweit und die wahrgenommene und/oder tatsächliche Instabilität zahlreicher Kreditinstitute in bestimmten europäischen Ländern, darunter insbesondere Spanien, Griechenland, Portugal, Italien, Irland, Zypern und Slowenien sowie – neben der Eurozone – in der Ukraine, Russland und der Türkei, negativ auf die gesamtwirtschaftlichen Rahmenbedingungen ausgewirkt. Dennoch wuchs die Eurozone 2017 wieder stark und einige Staaten der Eurozone wurden in den Jahren 2016 und 2017 aufgewertet, unter anderem Spanien, Italien, Irland, Griechenland, Portugal und Zypern. Dennoch standen viele europäische Volkswirtschaften weiterhin vor strukturellen Herausforderungen, da die Arbeitslosigkeit und das Strukturschuldenniveau erhöht blieben, was für europäische Standards immer wieder zu einem ungewöhnlich hohen politischen Risiko und einer Polarisierung führt.

Als Reaktion auf die weltweite Finanzkrise wurden beispiellose Schritte gesetzt, um das Finanzsystem zu stabilisieren und den Kreditfluss in der Weltwirtschaft zu steigern. Es ist nicht absehbar, welche Auswirkungen diese und die damit zusammenhängenden Maßnahmen auf die Finanzmärkte, das Konsumenten- und Unternehmensvertrauen im Allgemeinen und auf die Erste Group im Speziellen mittel- bis langfristig haben. Zur Verhinderung einer weiteren Verschlechterung des Wirtschaftswachstums und als Reaktion auf Bedenken über die Auswirkungen der europäischen Staatsschuldenkrise veröffentlichte die Europäische Zentralbank ("EZB") (neben anderen Zentralbanken) einen Plan zum unbegrenzten Kauf von Staatsanleihen notleidender Länder, falls erforderlich, teilweise im Austausch gegen die Annahme formeller Programme einschließlich strenger Sparpakete (OMT Programm). Allerdings haben sich die geldpolitischen Zielsetzungen in den Ländern erheblich auseinander entwickelt. In den Jahren 2017 und 2018 hat die US-Notenbank (*U.S. Federal Reserve Bank - FED*) den Leitzins mehrmals erhöht und plant weitere Erhöhungen des Leitzinses im Jahr 2018. Diese Entwicklung war von einem anhaltenden soliden Wachstum der US-Wirtschaft und der Erholung des US-Arbeitsmarktes getrieben. Während die US-Wirtschaft im Moment gut abschneidet, wird durch den aggressiven Fiskalimpuls, der sich aus der Steuerreform des US-Präsidenten Trump ergibt, ein Überhitzen der US-Wirtschaft riskiert, die bereits mit Vollbeschäftigung arbeitet. Im Gegensatz dazu begann die EZB im März 2015 ein breites Programm zum Ankauf von Vermögenswerten, das aus heutiger Sicht im Dezember 2018 beendet werden soll. Im Zuge der quantitativen Lockerung hat das Eurosystem Vermögenswerte, überwiegend Staatsanleihen, in Höhe von rund EUR 2.350 Milliarden gekauft. Das immer noch sehr niedrige Zinsumfeld erzeugt weiterhin Druck auf die Finanzsektoren weltweit. Die künftigen Auswirkungen von Maßnahmen der EZB oder anderer Institutionen sind nicht absehbar und können langfristig den erwarteten Nutzen für die betroffenen Wirtschaftsräume bringen oder auch nicht. Die zukünftige Geldpolitik wird von der Inflation abhängen und könnte aufgrund dieser beispiellosen Vorgehensweise vom vorgesehenen Weg in beide Richtungen schnell und ohne vorherige Ankündigung abweichen. Unterschiede in der Geldpolitik können auch zu stärkeren Schwankungen auf Schulden- und Devisenmärkten führen. Zudem können Überschüsse in entwickelten und zum Teil auch aufstrebenden Wirtschaftsräumen erweitert werden. Die globale Geldpolitik könnte dazu beigetragen haben, dass in verschiedenen Vermögensklassen, wie z.B. Aktien, Immobilien und Anleihen erhebliche Erhöhungen entstanden sind, und diese Preise der Vermögenswerte könnten auch schnell und deutlich korrigiert werden.

In den Jahren 2016 und 2017 erholte sich die Wirtschaft der Eurozone stärker als erwartet, was von einem positiven Trend der Leitindikatoren für Inflation und einem Sinken der Arbeitslosenquote innerhalb der Eurozone begleitet wurde. Die wichtigste Stütze für Wachstum in der Eurozone bleibt der private Konsum, der auch von niedrigen Energiepreisen profitiert. Die positive Entwicklung in der Eurozone wird sich voraussichtlich weiter fortsetzen, allerdings stellen die Volatilität der Finanzmärkte aufgrund der unberechenbaren Politik in den USA und der geopolitischen Unsicherheiten in Nordkorea, Russland, der Ukraine, der Türkei,

im Iran und in Syrien und aufgrund der hohen Gesamtverschuldung von China ein Abwärtsrisiko dar. Im Jahr 2018 müssen die Europäische Union und Großbritannien maßgebliche Schritte in Bezug auf den Umgang mit dem Brexit sowie zur Vorbereitung der zukünftigen Beziehungen zwischen beiden Zonen setzen. Das erste Jahr der US-Präsidentschaft von Trump hat zu starken Zuwächsen an den Aktienmärkten geführt, während tatsächliche Reformen mit Ausnahme der jüngsten Steuerreform gering waren. Im Jahr 2018 begann US-Präsident Trump erneut den Welthandel zu kritisieren und verhängte Zölle für bestimmte Länder. Daher ergibt sich ein erhebliches Risiko für einen globalen Handelskonflikt. Protektionismus und Nationalismus sind weltweit auf dem Vormarsch. Es besteht das Risiko, dass die Performance der Erste Group davon betroffen sein könnte, da die Strategie der Erste Group auf der weiteren europäischen Integration und auf dem Welthandel basiert und nicht auf dem Gegenteil davon. Die Ölpreise, die im frühen Jahr 2016 relativ niedrig waren, sind im Jahr 2017 wieder deutlich gestiegen und beeinflussen die Volkswirtschaften des Heimatmarktes der Erste Group, die weitgehend Nettoenergieimporteure sind. Diese weltweite wirtschaftliche Situation mit zunehmenden geopolitischen Herausforderungen hat Auswirkungen auf die Eurozone und kann zu entsprechenden Risiken innerhalb der Eurozone führen.

Der Ertrag der Erste Group wird weiterhin vom Zustand der globalen und insbesondere der europäischen Wirtschaft beeinflusst werden. Die kurz- bis mittelfristigen Aussichten für die Weltwirtschaft bleiben generell positiv, was auch Auswirkungen auf die Aussichten für die Stabilisierung und Verbesserung der wirtschaftlichen und finanziellen Lage in Zentral- und Osteuropa (*Central and Eastern Europe* - "CEE") hat. Sollten die wirtschaftlichen Bedingungen in den Märkten, in denen die Erste Group tätig ist, wieder allgemein gedämpft werden, kann dies das Ergebnis und den Erfolg der Erste Group erheblich negativ beeinträchtigen.

**Die Erste Group wurde und kann weiterhin von der europäischen Staatschuldenkrise beeinflusst und zu Abschreibungen von Staatsanleihen einiger Länder gezwungen werden.**

Anfang der 2010er Jahre standen die Märkte für Staatsanleihen in der Eurozone unter erheblichem Druck, weil die Finanzmärkte begonnen haben, bei einer Reihe von Ländern ein erhöhtes Kreditrisiko wahrzunehmen. Diese Bedenken, die den Aufschwung nach der globalen Finanz- und Wirtschaftskrise bedrohten, gab es insbesondere in Bezug auf Griechenland, Irland, Italien, Portugal, Spanien, Zypern und Slowenien sowie – außerhalb der Eurozone – in Russland und der Ukraine. Angesichts des stabilisierenden öffentlichen Schuldenniveaus und des zunehmenden Wirtschaftswachstums in diesen und anderen europäischen Ländern innerhalb und außerhalb der Eurozone, einschließlich der CEE Länder, sind diese Bedenken weitgehend zurückgewichen.

Die Auswirkungen der Staatsschuldenkrise hatten insbesondere auf den Finanzsektor erhebliche Auswirkungen, da ein Großteil der Staatsschuld von Ländern der Eurozone von Finanzinstituten, einschließlich der Erste Group, gehalten werden. Bedenken über die Fähigkeit zur Bewältigung des Verschuldungsgrades in stark verschuldeten Ländern innerhalb der Eurozone könnten sich wieder verstärken, wenn die EZB beginnen wird von der ultralockeren Geldpolitik abzugehen, und Verhandlungen über die Restrukturierung von Staatsschulden ähnlich wie die bei Griechenland könnten auch im Zusammenhang mit Staatsschulden von anderen betroffenen Ländern stattfinden, und die Ergebnisse solcher Diskussionen im Hinblick auf die Änderung von Bedingungen (einschließlich die Reduktion des Nennbetrages oder die Verlängerung der Fälligkeit) solcher Staatsanleihen können zu zusätzlichen Abschreibungen der Erste Group führen. Solche Diskussionen unterliegen sehr wahrscheinlich politischem und wirtschaftlichem Druck und liegen außerhalb des Einflussbereichs der Erste Group.

Abgelenkt durch eine ungelöste Flüchtlingskrise und Verhandlungen über die Bedingungen des Austritts Großbritanniens aus der Europäischen Union, könnten die Führungskräfte der Eurozone von einem neuen Sturm an den Finanzmärkten unvorbereitet erwischt werden. Zu Beginn des Jahres 2018 haben weltweite Markturbulenzen dazu beigetragen, dass Warnsignale im Aktienmarkt der Eurozone zu setzen sind. Gleichzeitig hat aber der Aufschlag, den Investoren zahlen, um portugiesische, spanische und italienische



Staatsschulden anstelle von deutschen Anleihen zu halten, aufgrund der Geldpolitik den tiefsten Stand seit Jahren erreicht. Aktien europäischer Kreditinstitute, die in den Vorjahren aufgrund von Bedenken über deren hohen Bestand an notleidenden Krediten ("**NPL**"), neuen aufsichtsrechtlichen Belastungen und einem Ertragsdruck wegen der negativen offiziellen Zinssätze stark getroffen wurden, haben sich in letzter Zeit erholt. Neue europäische Regelungen für Kreditinstitute, die Aktionäre und Anleihehaber zwingen, Verluste zuerst in Kauf zu nehmen wenn ein Kreditinstitut gerettet werden muss, geistern weiterhin am Markt, insbesondere in Italien, herum. All dies entsteht in einer Zeit, in der öffentlicher Widerstand gegen weitere Sparmaßnahmen gesamt Südeuropa erfasst hat, was in zunehmender Unterstützung für populistische Parteien resultiert und zu unerwarteten Ergebnissen bei nationalen und/oder regionalen Wahlen führt.

Die Erste Group ist auch dem Kreditrisiko von Finanzinstituten ausgesetzt, die zur Fortführung ihrer Geschäfte von staatlicher Unterstützung abhängig sein können. Die Verfügbarkeit öffentlicher Mittel und die Bereitschaft von Regierungen zu solchen Unterstützungen sind angesichts der aktuellen Staatsverschuldung in bestimmten Ländern der Eurozone unklar. Darüber hinaus könnten Sicherungsinstrumente wie Credit Default Swaps wirkungslos sein, wenn eine Sanierung ausständiger Staatsschulden Kreditereignisse, die Zahlungen aus solchen Instrumenten auslösen würden, verhindert oder wenn die Beträge, die letztendlich für solche Instrumente bezahlt werden, nicht dem vollen Betrag des Nettoexposures entsprechen. Jede Restrukturierung von Staatsschulden kann zu Verlusten für die Erste Group und andere Teilnehmer an Transaktionen, die nicht durch Absicherungsgeschäfte gedeckt sind, führen.

**Die Erste Group hat, und könnte in Zukunft auch weiterhin eine Verschlechterung der Qualität des Kreditportfolios, insbesondere aufgrund von Finanzkrisen oder Konjunkturschwächen erfahren.**

Die Erste Group ist und könnte in Zukunft dem Risiko ausgesetzt sein, dass Kreditnehmer ihre Kredite nicht gemäß der vertraglichen Bedingungen zurückzahlen, dass die Sicherheiten oder Zahlungsströme zur Besicherung der Rückzahlung dieser Kredite, unzureichend sind oder dass gesetzlich fixe Wechselkurse für Kredite in Fremdwährung festgelegt werden.

Negative wirtschaftliche Entwicklungen könnten negative Auswirkungen auf die Kreditqualität des Kreditportfolios der Erste Group haben. Dies trifft insbesondere für private Fremdwährungskredite zu; so haben viele Privat- und Geschäftskunden in Ungarn, Rumänien, Kroatien, Serbien und Österreich Kredite in Fremdwährung (überwiegend in EUR, USD und CHF) ("**Fremdwährungskredite**") aufgenommen. Wenn der Wert lokaler Währungen gegenüber den ausländischen Währungen, auf die solche Kredite lauten, sinkt, wie dies in manchen Ländern Zentral- und Osteuropas während des Wirtschaftsabschwungs passiert ist, können die effektiven Kosten des auf Fremdwährung lautenden Kredits für den lokalen Kunden erheblich steigen, was zu Zahlungsausfällen bei Privatkrediten, zur Herabstufung von zuvor hoch bewerteten Krediten in niedriger bewertete Kategorien und schließlich zum Anstieg von NPL und Abschreibungen führen kann.

Ein Teil dieser Fremdwährungskredite, insbesondere österreichische Hypothekarkredite in Schweizer Franken (CHF), von denen die meisten schon vor vielen Jahren unterzeichnet wurden, sind durch Tilgungsträger besicherte endfällige Verbraucherkredite. Nachteilige Änderungen des Marktpreises solcher Tilgungsträger zur Kapitalaufbringung für die endfällige Rückzahlung und Fremdwährungsrisiken, die bei auf Fremdwährung lautenden Tilgungsträgern bestehen, können die Situation solcher durch Tilgungsträger besicherte Kredite nachteilig verändern und das Ausfallrisiko der betreffenden Kreditnehmer erhöhen.

Mögliche höhere Zinssätze in den Zielmarktländern der Erste Group könnten zu zusätzlichen Schuldnern führen, die ihre Kredite gemäß den Vertragsbedingungen nicht zurückzahlen können, und folglich könnte dies zum Anstieg der NPL der Erste Group führen.

Eine Verschlechterung der Qualität des Kreditportfolios der Erste Group und der Anstieg von NPL können zur Erhöhung der Kosten für die Risikovorsorge der Erste Group führen. Die Kosten für die Risikovorsorge der Erste Group basieren unter anderem auf einer Analyse aktueller und historischer Ausfallwahrscheinlichkeiten, Kreditmanagementmethoden, der Bewertung von zugrundeliegenden Vermögenswerten und dem erwarteten verfügbaren

Einkommen von Kunden sowie auf anderen Annahmen des Managements. Die Analysen und Annahmen durch die Erste Group könnten sich als unzureichend erweisen und zu einer fehlerhaften Einschätzung der Kreditbedienung führen.

Das neue Abschreibungsmodell gemäß IFRS 9 sieht die Erfassung von Wertberichtigungen für Kreditausfälle ("**CLA**") vor, die auf den erwarteten Kreditausfällen ("**ECL**") anstatt nur auf den erlittenen Kreditausfällen wie im Fall des IAS 39 basieren. Dies ist auf die Kreditrisikopositionen anwendbar, die von Schuldinstrumenten, die zu fortgeführten Anschaffungskosten ("**AC**") oder erfolgsneutral zum Fair Value ("**FVOCI**") bewertet werden, Leasingforderungen, Finanzgarantieverträgen und bestimmten Kreditverpflichtungen stammen.

Für Kreditrisikopositionen, die bei der Ersterfassung nicht kreditnotleidend sind, wird die Erste Group CLA in Höhe der 12-Monats ECL (als Stufe 1 bezeichnet) erfassen solange zum Bilanzstichtag keine wesentliche Steigerung des Kreditrisikos seit der Ersterfassung (SICR) festgestellt wird. In den anderen Fällen, wird der CLA zum Laufzeit-ECL berechnet und die zugehörigen Instrumente werden als Stufe 2 bezeichnet, außer sie stellen sich am Bilanzstichtag als kreditnotleidend heraus (als Stufe 3 bezeichnet). Für bereits beim Erwerb oder bei der Vergabe wertgeminderte finanzielle Vermögenswerte ("**POCI**") werden nur nachteilige Änderungen des Laufzeit-ECL nach der Ersterfassung als CLA eindeutig erfasst, während vorteilhafte Änderungen als Abschreibungserträge, die den Buchwert der zugehörigen POCI Vermögenswerte erhöhen, erfasst werden. Die Berechnung des ECL spiegelt ein wahrscheinlichkeitsgewichtetes Ergebnis, den Zeitwert des Geldes und vernünftige und vertretbare zukunftsbezogene Informationen wider.

Für Leasingforderungen und Lieferforderungen, die eine wesentliche Finanzierungskomponente beinhalten (wobei Erste Group auch ihre Factoring Forderungen darin einbezieht), erlaubt IFRS 9 einen vereinfachten Abschreibungsansatz, wobei Wertberichtigungen für Kreditausfälle immer zum Laufzeit-ECL berechnet werden. Erste Group wird diese Vereinfachung nicht anwenden.

Durch die Umstellung auf IFRS 9 kam es zu einem Anstieg der Eröffnungsbilanz 2018 der Wertberichtigungen für Kreditausfälle im Vergleich zur Schlussbilanz 2017 der Kreditausfallvorsorgen gemäß IAS 39 (einschließlich der Vorsorgen für unter IAS 37 behandelte außerbilanzielle Positionen) iHv 4,4%. Diese Änderungen beinhalten sowohl eigenkapitalneutrale Änderungen als auch Änderungen, die sich auf das bilanzielle Eigenkapital auswirken. Weiters, verbindet es Effekte aufgrund von Änderungen des Umfangs der Abschreibungen und von Änderungen, die durch die Einführung des erwarteten Verlustmodells ausgelöst werden.

Allgemein kam es durch die Umstellung auf IFRS 9 zu einem Rückgang des konsolidierten bilanziellen Eigenkapitals der Erste Group um EUR 0,6 Milliarden kommen wird, wovon EUR 0,4 Milliarden einen Anstieg der Gewinnrücklagen darstellen (akkumulierte Effekte, die in früheren Perioden Auswirkungen auf die GuV gehabt hätten, in Verbindung mit allen Finanzinstrumenten, die einer einstufigsgetriebenen Neubewertung und/oder der ECL Berechnung bei der Umstellung unterliegen) und EUR 1,1 Milliarden nachteilige Auswirkungen auf akkumulierte sonstige Erträge (OCI) darstellen (akkumulierte Effekte, die in früheren Perioden Auswirkungen auf die sonstigen Erträge gehabt hätten, in Verbindung sowohl mit Finanzinstrumenten, die als FVOCI klassifiziert sind, als auch mit Finanzverbindlichkeiten, die rückwirkend erfolgswirksam zum Fair Value ("**FVTPL**") bei der Umstellung bezeichnet werden). Weiters sind die assoziierten Auswirkungen auf die Common Equity Tier 1 ("**CET 1**") Quote nahe 0.

Im Jahr 2017 hat sich das Management weiterhin auf die kritischen NPL Portfolios konzentriert und die allgemeine Portfolioqualität verbessert. Die Risikokosten sind im gesamten Jahr wesentlich zurückgegangen, was sich durch die Befreiung von Kreditausfällen aufgrund aktiven Managements des NPL Bestands ergab. Die NPL Portfolioverkäufe insbesondere in Rumänien, der Ukraine und Kroatien haben zu den Sanierungsaktivitäten sowie zu den Abschreibungen beigetragen. Die Mehrheit der NPL Verwertungen resultieren aus dem Fortbestand der Unternehmung und den traditionellen Insolvenzfallabwicklungstätigkeiten. Daher hat die Verwertung aus der Abwicklungstätigkeit den Zufluss neuer NPL übertroffen. Auf Grundlage eines steigenden funktionierenden

Portfolios und dem signifikanten Rückgang der Risikokosten wurden das NPL Portfolio sowie die NPL Quote weiter reduziert. Die gesamte NPL Deckungsquote (die Quote der Risikovorsorgen für Kredite und Ausleihungen an Kunden in der Bilanz der Erste Group als prozentueller Anteil an den NPL und Ausleihungen an Kunden) der problematischen Portfolios entspricht den definierten Sanierungsstrategien (z.B. Fortführung, Insolvenz oder Portfolioverkauf).

Die Erste Group versucht eine NPL Deckungsquote zu halten, die nach Ansicht des Managements der Erste Group angemessen ist, um mögliche Verluste aus Krediten abzudecken. Es kann aber keine Gewissheit dafür geben, dass die aktuelle NPL Deckungsquote in Zukunft nicht sinkt, die jährlichen Risikokosten nicht steigen oder sich die NPL Deckungsquote als ausreichend erweist.

In bestimmten Ländern, in denen die Erste Group tätig ist, kann es zu einer weiteren Verschlechterung der Bonität kommen, wenn die wirtschaftliche Lage schwierig bleibt oder die Besserung des Wirtschaftsklimas nur vorübergehend ist. Weiters könnten unerwartete politische Ereignisse oder ein anhaltender Mangel an Liquidität in bestimmten Volkswirtschaften Zentral- und Osteuropas zu Kreditausfällen führen, die die Rückstellungen der Erste Group übersteigen.

Jeder der oben genannten Faktoren hatte in der Vergangenheit und könnte in Zukunft wesentliche nachteilige Auswirkungen auf das Betriebsergebnis, die Finanzlage und die Kapitalausstattung der Erste Group haben.

**Die Erste Group unterliegt erheblichem Gegenparteirisiko, und Ausfälle von Gegenparteien können zu Verlusten führen, die die Rückstellungen der Erste Group übersteigen.**

In ihrer üblichen Geschäftstätigkeit ist die Erste Group dem Risiko ausgesetzt, dass Dritte, die der Erste Group Geld, Wertpapiere oder andere Vermögenswerte schulden, ihren Verpflichtungen nicht nachkommen. Die Erste Group ist daher dem Risiko von Gegenparteiausfällen, die in der Vergangenheit in Zeiten wirtschaftlichen Abschwungs höher waren, ausgesetzt.

In ihrer üblichen Geschäftstätigkeit ist die Erste Group dem Risiko der Nichterfüllung von Gegenparteien in der Finanzdienstleistungsbranche ausgesetzt. Dieses Risiko kann durch Handel, Kreditvergabe, Clearingvorgänge, Abwicklung und viele andere Aktivitäten und Beziehungen zu Gegenparteien entstehen. Diese Gegenparteien können Makler und Händler, Wertpapierverwahrer, Geschäftsbanken, Investmentbanken, Anlage- und Hedgefonds und andere institutionelle Kunden sein. Viele dieser Beziehungen setzen die Erste Group dem Kreditrisiko im Falle des Ausfalls einer Gegenpartei aus. Weiters kann sich das Kreditrisiko der Erste Group erhöhen, wenn die von ihr gehaltenen Sicherheiten nicht oder nicht zu einem Preis, der die Verluste aus den Krediten oder das Derivate Exposure abdeckt, realisiert werden können. Viele der von der Erste Group angewendeten Hedging- und anderen Risikomanagementstrategien umfassen Transaktionen mit Gegenparteien aus dem Finanzdienstleistungsbereich. Eine Zahlungsschwäche oder Insolvenz dieser Gegenparteien könnte die Wirksamkeit der Hedging- und anderen Risikomanagementstrategien der Erste Group beeinträchtigen. Wenn ihre Gegenparteien ihren Pflichten nicht nachkommen, erleidet die Erste Group Verluste. Wenn ein höherer, als der von der Erste Group angenommene, Anteil an Gegenparteien der Erste Group ausfällt oder wenn die durchschnittliche Höhe der Verluste aus solchen Ausfällen höher als erwartet ist, würden die tatsächlichen Verluste aus Gegenparteiausfällen die Höhe der Risikovorsorgen übersteigen. Wenn Verluste aufgrund eines Ausfalls einer Gegenpartei die Rückstellungen der Erste Group deutlich übersteigen oder eine Erhöhung der Rückstellungen erforderlich machen, könnte dies erhebliche negative Auswirkungen auf die Geschäfts-, die Finanz- und die Ertragslage der Erste Group sowie ihrer Betriebsergebnisse haben.

Bedenken über einen möglichen Ausfall eines Finanzinstituts können zu erheblichen Liquiditätsproblemen, Verlusten oder Ausfällen anderer Finanzinstitute führen, weil die kommerzielle und finanzielle Kreditwürdigkeit vieler Finanzinstitute aufgrund von Kredit-, Handels- und anderen Beziehungen in Wechselbeziehung steht. Selbst ein nur angenommener Mangel an Kreditwürdigkeit kann zu marktweiten Liquiditätsproblemen

führen. Dieses Risiko wird als "systemisches Risiko" bezeichnet und betrifft Kreditinstituten und alle anderen Arten von Intermediären im Finanzdienstleistungssektor. Das systemische Risiko könnte sowohl bei der Erste Group als auch bei anderen Kreditinstituten in den Märkten, in denen die Erste Group tätig ist, zu einem höheren Eigenmittelerfordernis bei gleichzeitiger Erschwerung der Aufnahme von Eigenmitteln führen. Das systemische Risiko könnte daher erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanzlage, das Betriebsergebnis, die Liquidität und/oder die Zukunftsaussichten der Erste Group haben.

**Die Absicherungsstrategien der Erste Group könnten sich als unwirksam erweisen.**

Die Erste Group verwendet eine Reihe von Instrumenten und Strategien zur Absicherung von Risiken. Unvorhersehbare Marktentwicklungen können wesentliche Auswirkungen auf die Wirksamkeit der Absicherungsmaßnahmen haben. Instrumente zur Absicherung von Zins- und Währungsrisiken können zu Verlusten führen, wenn die unterliegenden Finanzinstrumente verkauft werden oder Wertanpassungen vorgenommen werden müssen. Gewinne und Verluste aus unwirksamen Absicherungsmaßnahmen können die Volatilität der Geschäftsergebnisse der Erste Group erhöhen, die erhebliche negative Auswirkungen auf die Geschäftstätigkeit und die Finanzlage Erste Group haben können. Darüber hinaus eignet sich der Teil der Transaktion, der als ineffektive Absicherung betrachtet wird, nicht zur Behandlung als Absicherungsgeschäft und könnte daher die Volatilität der Erträge erhöhen.

**Die Erste Group ist generell der Marktvolatilität ausgesetzt, wenn es um immobilienbesicherte Kredite geht.**

Derzeit ist das wirtschaftliche Umfeld in der CEE Region relativ stabil und daher sind die Sicherheitenwerte konstant. Die Immobilienmarktpreise haben in den letzten Jahren generell einen Aufwärtstrend gezeigt. Die Sicherheitenwerte korrelieren aber stark mit der Entwicklung der Immobilienmarktpreise. Falls sich die Marktbedingungen verschlechtern, werden die Sicherheitenwerte negativ beeinflusst.

Die Entwicklung des gewerblichen und privaten Immobilienmarktes hängt stark vom wirtschaftlichen Fortschritt der CEE Region ab. In bestimmten Ländern wird das wirtschaftliche Umfeld stark durch politische Kräfte bestimmt und dies könnte negative Auswirkungen (Risiken) auf den Immobilienmarkt haben.

**Marktschwankungen und Volatilität können sich negativ auf den Wert der Vermögenswerte der Erste Group auswirken, Rentabilität reduzieren und es schwieriger machen, den Fair Value bestimmter Vermögenswerte festzustellen.**

Die Finanzmärkte könnten mit Perioden von erheblichen Stressbedingungen konfrontiert sein wenn starke Rückgänge bei den wahrgenommenen oder tatsächlichen Werten der Vermögenswerte, die von Kreditinstituten und anderen Finanzinstitutionen gehalten werden, von einem starken Rückgang der Marktliquidität begleitet werden könnten. Die Preise der finanziellen Vermögenswerte in der Eurozone wurden durch die seit 2015 angewandten Geldpolitikmaßnahmen der EZB hinaufgefahren, deren Beendigung zur Anpassung der Preise der finanziellen Vermögenswerte führen würde. Künftige Verschlechterungen der wirtschaftlichen Bedingungen und jener an den Finanzmärkten könnten zu Sonderabschreibungen oder Bewertungsverlusten führen. Trotz der aktuellen Stabilität der wirtschaftlichen Bedingungen und der Finanzmarktbedingungen in den Märkten, in denen die Erste Group tätig ist, könnte der Wert finanzieller Vermögenswerte beginnen erheblich zu schwanken und sich wesentlich auf das Eigenkapital und das Konzernergebnis der Erste Group auswirken.

Marktvolatilität und Illiquidität können die Neubewertung bestimmter Risikopositionen erschweren und der von der Erste Group tatsächlich realisierte Wert kann vom bisherigen bzw geschätzten Fair Value erheblich abweichen. Darüber hinaus können sich die von der Erste Group angenommenen Schätzungen des Fair Value erheblich von ähnlichen Schätzungen anderer Finanzinstitute und von Werten, die bei verfügbaren Märkten verwendet werden, abweichen. Jeder dieser Faktoren könnte bei der Erste Group zu weiteren Neubewertungsverlusten oder Abschreibungen führen, was sich nachteilig auf die Geschäftstätigkeit, die Finanz-, die Ertragslage, die Liquidität oder die Zukunftsaussichten der Erste Group auswirken würde.

**Die Erste Group unterliegt dem Risiko, dass Liquidität nicht ohne weiteres zur Verfügung steht.**

Die Erste Group ist bei ihrer Refinanzierung zu einem maßgeblichen Teil von Kundeneinlagen abhängig. Die Mehrheit der Einlagen der Erste Group sind Einlagen von Privatkunden, wovon wiederum ein erheblicher Teil Sichteinlagen sind. Solche Einlagen unterliegen Schwankungen, die von der Erste Group nicht beeinflusst werden können, und die Erste Group kann nicht garantieren, dass es nicht zu einem beträchtlichen Abfluss von Einlagen innerhalb eines kurzen Zeitraumes kommen kann. Da ein erheblicher Teil der Finanzierung der Erste Group von ihrem Einlagenstock kommt, könnte jeder wesentliche Rückgang der Einlagen einen negativen Einfluss auf die Liquidität der Erste Group haben, es sei denn, entsprechende Maßnahmen wurden ergriffen, um das Liquiditätsprofil anderer Einlagen zu verbessern oder um liquide Mittel zu reduzieren, was - wenn überhaupt - zu wirtschaftlich vorteilhaften Bedingungen nicht möglich ist.

Als Kreditgeber unterliegen Konzerngesellschaften der Erste Group dem Marktliquiditätsrisiko, das sich aus der Unmöglichkeit des einfachen Verkaufs von Vermögenswerten aufgrund unzureichender Marktliquidität oder Marktstörungen ergibt. Sie unterliegen auch dem Refinanzierungsliquiditätsrisiko, das ein Risiko von Verlusten darstellt, die aus einer Änderung der Refinanzierungskosten, aus einem Risikoaufschlag über einem bestimmten Niveau und Konfidenzlevels oder aus der Insolvenz von Gegenparteien, die zu Schwierigkeiten bei der vollständigen oder pünktlichen oder wirtschaftlich sinnvollen Erfüllung zukünftiger Zahlungsverpflichtungen führen können, entstehen.

An den weltweiten Kredit- und Geldmärkten hat sich die Zurückhaltung der Kreditinstitute bei den wechselseitigen Kreditvergaben aufgrund der Unsicherheiten hinsichtlich der Kreditwürdigkeit dem kreditaufnehmenden Kreditinstitut gezeigt und dies wird weiter so bleiben. Selbst eine Vermutung von Marktteilnehmern, dass ein Finanzinstitut einem höheren Liquiditätsrisiko unterliegt, kann dem Institut erhebliche Schäden zufügen, da potenzielle Kreditgeber zusätzliche Sicherheiten oder andere Maßnahmen fordern, die zu einer weiteren Reduzierung der Fähigkeit des Finanzinstituts zur Absicherung seines Refinanzierungsbedarfs führen. Dieser Anstieg des wahrgenommenen Gegenparteierrisikos führte zu weiteren Einschränkungen der Erste Group und anderer Kreditinstitute bei der Nutzung traditioneller Liquiditätsquellen; diese Situation kann durch weitere aufsichtsrechtliche Beschränkungen der Finanzierungs- und Kapitalstrukturen und der Berechnung von Eigenmittel- und Liquiditätserfordernissen erschwert werden.

Wenn die Erste Group Schwierigkeiten hat, angemessene Quellen für kurz- und langfristige Liquidität zu sichern, oder wenn wesentliche Abflüsse von Einlagen entstehen, hätte dies erhebliche negative Auswirkungen auf ihre Geschäftstätigkeit, ihre Finanzlage und ihr Betriebsergebnis.

**Kreditratingagenturen können ein Kreditrating der Erste Group Bank und/oder einer lokalen Einheit, die Teil der Erste Group ist, oder eines Landes, in dem die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen, was sich negativ auf die Refinanzierungsbedingungen der Erste Group Bank, insbesondere auf den Zugang zu den Fremdkapitalmärkten, auswirken kann.**

Die Kreditratings der Erste Group Bank sind für ihr Geschäft wesentlich. Ein Kreditrating stellt eine Einschätzung der Bonität eines Emittenten durch eine Kreditratingagentur, dh eine Prognose oder einen Indikator für einen möglichen Kreditausfall aufgrund von Insolvenz, Zahlungsverzug oder unvollständiger Zahlung an die Investoren, dar. Ein Kreditrating ist keine Empfehlung zum Kauf, Verkauf oder Halten von Wertpapieren. Solche Kreditratings wurden von Kreditratingagenturen abgegeben, die in der Europäischen Union ansässig sind und nach den Vorschriften der CRA Verordnung zugelassen sind. Die Ratings für langfristige Finanzverbindlichkeiten der Erste Group lauten: Standard & Poor's, A (positiv); Moody's, A2 (positiv); und Fitch, A- (stabil).

Eine Kreditratingagentur kann ein Kreditrating insbesondere aussetzen, herabstufen oder zurückziehen. Ein Kreditrating kann auch ausgesetzt oder zurückgezogen werden, wenn die Erste Group den Vertrag mit der maßgeblichen Kreditratingagentur kündigt oder feststellt, dass es nicht mehr in ihrem Interesse ist, der Kreditratingagentur weiterhin Finanzdaten zu

liefern. Eine Herabstufung des Kreditratings kann zu einer Beschränkung des Zugangs zu Geldmitteln und damit zu höheren Refinanzierungskosten führen. Ein Kreditrating könnte auch durch die Bonität oder vermeintliche Bonität anderer Finanzinstitute negativ betroffen sein.

Eine Kreditratingagentur kann auch ein Kreditrating hinsichtlich eines oder mehrerer Länder, in denen die Erste Group tätig ist, aussetzen, herabstufen oder zurückziehen oder ungünstige Berichte oder Perspektiven für eine Region oder ein Land, in der/dem die Erste Group tätig ist, veröffentlichen. Außerdem kann eine Aussetzung, Herabstufung oder Zurückziehung eines Kreditratings oder ungünstige Berichte oder eine Veröffentlichung ungünstiger Ausblicke auf Österreich oder ein anderes Land, in dem die Erste Group tätig ist, durch eine Kreditratingagentur die Finanzierungskosten der Erste Group erhöhen.

Rating Aktivitäten (*rating actions*) von Kreditratingagenturen können auch durch Veränderungen ihrer jeweils maßgeblichen Ratingmethodologie, ihrer Bewertung staatlicher Unterstützung sowie durch aufsichtsrechtliche Maßnahmen (z.B. die Einführung von Verlustbeteiligungsregimes (*bail-in*)) ausgelöst werden.

Eine Herabstufung des Kreditratings der Erste Group Bank, eines Mitglieds der Erste Group, der Republik Österreich oder eines anderen für die Erste Group wesentlichen Landes, könnte erhebliche nachteilige Auswirkungen auf die Liquidität und die Wettbewerbsposition der Erste Group Bank haben, könnte das Vertrauen in die Erste Group untergraben, ihre Refinanzierungskosten erhöhen, den Zugang zu Refinanzierungs- und Kapitalmärkten oder das Spektrum der Gegenparteien, die Transaktionen mit Erste Group eingehen wollen, beschränken und folglich wesentliche nachteilige Auswirkungen auf ihr Geschäft, ihre Finanzlage und ihr Geschäftsergebnis haben.

**Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.**

Es gibt auf nationaler und internationaler Ebene zahlreiche fortlaufende Initiativen zur Entwicklung neuer bzw. Umsetzung, Änderung und strengeren Durchsetzung bestehender auf die europäischen Kreditinstitute, einschließlich der Erste Group, anwendbarer aufsichtsrechtlicher Anforderungen. Zu diesen Initiativen, die fortlaufend die bankenaufsichtsrechtlichen Rahmenbedingungen verbessern sollen (auch als Reaktion auf die vergangene globale Finanzkrise und die Staatsschuldenkrise in Europa), zählen unter anderem die folgenden:

- *Änderungen in der Anerkennung von Eigenmitteln.*

Aufgrund der aufsichtsrechtlichen Änderungen werden verschiedene existierende Eigenmittelinstrumente, die in der Vergangenheit emittiert wurden, ihre aufsichtsrechtliche Anerkennung als Eigenmittel schrittweise verlieren oder in niedrigere Kategorien als jene, in denen sie ursprünglich erfasst wurden, fallen. Beispielsweise werden existierende Hybridkapitalinstrumente über einen bestimmten Zeitraum auslaufen.

- *SREP Anforderungen.*

Die Erste Group unterliegt den in § 70 (4a) und (4b) in Verbindung mit § 77c und § 77d Bankwesengesetz ("**BWG**") zur Durchführung der Artikel 97, 98, 104 (1) und 113 CRD IV und Artikel 16 der Verordnung (EU) Nr. 1024/2013 des Rates (*Single Supervisory Mechanism Regulation*) vorgeschriebenen SREP Anforderungen, die durch den jährlichen aufsichtlichen Überprüfungs- und Bewertungsprozess ("**SREP**") der EZB festgelegt werden. Abhängig vom Geschäftsmodell, Kontroll- und Risikomanagement, von der Kapitaladäquanz und der Liquiditätslage eines Kreditinstituts legt die zuständige Behörde (d.h. im Fall der Erste Group die EZB) jedes Jahr individuelle zusätzliche Eigenmittelerfordernisse für jede(s) Kreditinstitut(gruppe) fest. Diese Anforderung berücksichtigt auch die Ergebnisse der letzten Stresstests und muss durch die von der EZB festgelegte Art von Kapital (CET 1 Kapital, Additional Tier 1 ("**AT 1**") Kapital oder Tier 2 Kapital) erfüllt werden. Abhängig von der Situation

des (der) Kreditinstituts(gruppe) können sich die SREP Anforderungen jährlich unterscheiden. Gemäß der SREP Methodik 2017 der EZB (ursprünglich von der EZB im Juli 2016 mitgeteilt) wurden die SREP Anforderungen in (i) eine harte Säule 2 Anforderung, die über der 4,5% CET 1 Säule 1 Anforderung, aber unter der kombinierten Pufferanforderung liegt (siehe unten) und (ii) einer weichen Säule 2 Leitlinie, die über der kombinierten Pufferanforderung liegt. Diese Methodik wurde im Konsultationspapier der Europäischen Bankenaufsichtsbehörde ("**EBA**") "Leitlinienentwurf zu gemeinsamen Verfahren und Methoden für den aufsichtlichen Überprüfungs- und Bewertungsprozess (SREP)" vom 31.10.2017 weiter ergänzt und präzisiert. Ein Verstoß gegen die Säule 2 Leitlinien könnte zu verstärkten nichtöffentlichen Aufsichtsmaßnahmen führen, um die Eigenmittel des betreffenden Kreditinstituts zu steigern. Steigende Säule 2 Anforderungen könnten für die Erste Group oder ihre einzelnen Mitglieder zusätzlichen Druck auf die Kapitalisierung der Erste Group und/oder ihrer einzelnen Mitglieder mit ungeplanten Anpassungen auslösen.

- *Kombinierte Kapitalpuffer-Anforderungen.*

- Die §§ 23 bis 23d BWG, die die Artikel 128 bis 140 CRD IV in nationales Recht in Österreich umsetzen, fordern von den Instituten –zusätzlich zum CET 1 Kapital, welches zur Einhaltung der Eigenmittelanforderungen gemäß der CRR und etwaiger zusätzlicher Eigenmittelanforderung der Säule 2 dient, - spezielle Kapitalpuffer zu halten, die mit CET 1 Kapital einzuhalten sind. In Österreich, wurden diese Bestimmungen in nationales Recht in den §§ 23 bis 23d des BWG umgesetzt. Die meisten dieser Pufferanforderungen werden stufenweise beginnend mit 1.1.2016 bis 1.1.2019 eingeführt. Die österreichische Kapitalpuffer-Verordnung ("**KP-V**") der FMA bestimmt ferner die Berechnung, Festlegung und Anerkennung der antizyklischen Kapitalpufferquote gemäß § 23a (3) BWG, die Festlegung der Kapitalpufferquote für systemische Verwundbarkeit und für systemisches Klumpenrisiko (= Systemrisikopuffer) gemäß § 23d (3) BWG (im Falle der Erste Group auf individueller und konsolidierter Ebene anzuwenden) und des Kapitalpuffers für andere systemrelevante Institute (*other systemically important institutions* - "**O-SIIs**") gemäß § 23c (5) BWG (im Falle der Erste Group auf konsolidierter Ebene anzuwenden), und die nähere Ausgestaltung der Berechnungsgrundlagen gemäß § 24 (2) BWG betreffend die Berechnung des maximalen ausschüttungsfähigen Betrages. Diese Kapitalpufferanforderungen werden schrittweise von 1.1.2016 bis 1.1.2019 eingeführt.

Gemäß § 23 (1) BWG haben Kreditinstitute einen Kapitalerhaltungspuffer in Höhe von 2,50% ihres Gesamtbetrags an Risikopositionen einzuhalten, der gemäß Artikel 92 (3) CRR und den jeweiligen Einführungsvorschriften berechnet wird.

Gemäß § 23a (1) BWG haben Kreditinstitute auch einen antizyklischen Kapitalpuffer einzuhalten. Gemäß der KP-V ist die antizyklische Kapitalpufferquote für in Österreich belegene wesentliche Kreditrisikopositionen aktuell mit 0,00% festgelegt. Zudem könnten nationale Kapitalpufferquoten anwendbar sein, die von den benannten Behörden anderer Mitgliedstaaten und Drittstaaten für die in ihren jeweiligen Staatsgebieten belegenen wesentlichen Kreditrisikopositionen festgelegt werden. Falls allerdings eine (nationale) antizyklische Kapitalpufferquote von über 2,50% festgelegt wurde, ist eine antizyklische Kapitalpufferquote von 2,50% anwendbar, außer die FMA hat eine antizyklische Kapitalpufferquote von über 2,50% anerkannt. Die KP-V legt fest, dass die institutionsspezifische antizyklische Kapitalpufferquote ein gewichteter Durchschnitt aller anwendbaren nationalen antizyklischen Kapitalpuffer basierend auf den jeweiligen Gesamtrisikopositionen ist.

In diesem Zusammenhang gelten für die Erste Group die folgenden antizyklischen Pufferquoten von über 0,00% für die Gesamtrisikopositionen in

anderen Jurisdiktionen: ein antizyklischer Puffer von 1,00% in der Tschechischen Republik seit 1.7.2018 (1,25% ab 1.1.2019) und ein antizyklischer Puffer von 1,25% in der Slowakei ab 1.8.2018. Gemäß der K-PV wird der Erste Group (die als O-SII gilt) ein Systemrisikopuffer (auf individueller und auf konsolidierter Ebene anzuwenden) und ein O-SII Puffer (auf konsolidierter Ebene anzuwenden) vorgeschrieben, beide in Höhe von 1,00% (ab 1.1.2018) und 2,00% (ab 1.1.2019). Gemäß dem BWG (und damit im Fall der Erste Group) ist generell zu jeder Zeit die höhere der beiden Kapitalpufferquoten anwendbar.

Im Ergebnis besteht die kombinierte Kapitalpuffer-Anforderung für die Erste Group aus dem gesamten CET 1 Kapital, das zur Einhaltung des Kapitalerhaltungspuffers benötigt wird, das um einen institutsspezifischen antizyklische Kapitalpuffer, einen Kapitalpuffer für O-SII und einen Systemrisikopuffer (auf individueller und/oder auf konsolidierter Ebene) erweitert wird. Am 4.7.2018 hat das österreichische Finanzmarktstabilitätsgremium (FMSG) eine Empfehlung zur Erweiterung der Liste der (anderen) systemrelevanten Banken beschlossen und auch festgestellt, dass Banken auch auf unkonsolidierter Ebene systemrelevant sein können.

Am 23.11.2016 veröffentlichte die Europäische Kommission einen Vorschlag für eine Europäische Richtlinie zur Änderung der CRD IV. Die vorgeschlagenen Änderungen sollen unter anderem die Bedingungen für die Anwendung von Eigenkapitalaufschlägen der Säule 2, die aus der CRD IV (Artikel 104(1)(a) CRD IV) stammen, klären, wobei zu unterscheiden ist zwischen:

- Eigenkapitalanforderungen der Säule 2, die zwingend vorgeschrieben sind und von Aufsichtsbehörden verhängt werden, um Risiken zu behandeln, die nicht oder nicht ausreichend von der Säule 1 und den Kapitalpufferanforderungen abgedeckt sind; und
- Eigenkapitalleitlinie der Säule 2, die auf die Möglichkeit der zuständigen Behörden verweist, einem Institut deren Erwartungen an ein solches Institut nahezulegen, Kapital über die Eigenkapitalanforderung der Säule 1 und Säule 2 und über die kombinierten Kapitalpufferanforderungen hinaus zu halten, um für die nahe und fernere Zukunft gewappnet zu sein.

Der Vorschlag stellt darüber hinaus klar, dass die Verwendung von Eigenkapitalaufschlägen der Säule 2 institutsspezifische Maßnahmen sind, die zur Bewältigung bestimmter Situationen genutzt und nicht zur Deckung makroprudenzieller oder systemischer Risiken auferlegt werden sollen. Er sieht zudem vor, dass Eigenkapitalaufschläge der Säule 2 auf eine rein mikroprudenzielle Perspektive beschränkt werden sollten.

Im März 2018 unterbreitete der bulgarische Ratsvorsitz einen Vorschlag zur Streichung des Konzepts aus (MREL) Leitlinien und zur Verlagerung des Marktvertrauenspuffers von den Leitlinien in die MREL-Anforderung. Im selben Vorschlag wird eine neue obligatorische Nachrangigkeitsmindestanforderung für die "Top Tier Banken" (d.h. konsolidierte Bilanz auf "Abwicklungsgruppenebene" über EUR 75 Milliarden) erwähnt. Der Vorschlag des bulgarischen Ratsvorsitzes könnte zu strengeren Regeln als der Vorschlag der Europäischen Kommission führen, unterliegt aber auch Änderungen und einem weiteren Gesetzgebungsverfahren.

- Die Erste Group berichtet seit dem Ende des zweiten Quartals des Jahres 2017 auf konsolidierter Ebene eine risikogewichtete Aktiva (*risk-weight assets* – "**RWA**") Erweiterung in Bezug auf die Berechnung der RWA für Kreditrisiko in der Banca Comercială Română ("**BCR**") in Höhe von EUR 2,4 Milliarden. Diese RWA-Erhöhung zieht die erwartete Differenz bei der BCR



zwischen den Behandlungen von Risikopositionen im standardisierten Ansatz im Vergleich zu den Behandlungen im auf internen Ratings basierenden (*internal ratings based* - "IRB") Ansatz vor und ist zeitlich bis zur Genehmigung des IRB Ansatzes bei der BCR begrenzt.

Darüber hinaus berichtet die Erste Group aufgrund einer Entscheidung der EZB im Zusammenhang mit ihrer aufsichtlichen Beurteilung im Hinblick auf Mängel des Kreditrisikomodells seit dem dritten Quartal des Jahres 2017 auf konsolidierter Ebene eine RWA Erweiterung von circa EUR 1,7 Milliarden bis diese Mängel im Zuge einer Aktualisierung dieses Modells behoben werden.

- *BCBS Überarbeitung der bankenaufsichtsrechtlichen Rahmenbedingungen.*

Als Teil der fortlaufenden Bemühungen, die bankenaufsichtsrechtlichen Rahmenbedingungen zu verbessern, hat der Basler Ausschuss für Bankenaufsicht (*Basel Committee of Banking Supervision* – "**BCBS**") verschiedene Aspekte und Ansätze unter dem Basel III Regulierungsrahmen überprüft. In diesem Zusammenhang hat der BCBS am 7.12.2017 mitgeteilt, dass er die Reform des Basel III Regulierungsrahmens abgeschlossen hat. Ein Hauptziel der Überprüfung, die in den Regulierungsrahmen einbezogen wurde, ist die exzessive Variabilität der RWA zu reduzieren, wodurch die Glaubwürdigkeit in die Berechnung der RWA wiederhergestellt werden soll durch: (i) Verbesserung der Stabilität und Risikosensibilität der Standardansätze für Kreditrisiko und operationelles Risiko, wodurch die Vergleichbarkeit der Kapitalquoten von Kreditinstituten erleichtert werden wird; (ii) Beschränkung der Verwendung interner Modellansätze; und (iii) Ergänzung risikogewichteten Kapitalquoten mit einer endgültigen Leverage Ratio und einer geänderten und soliden Untergrenze. Die überarbeiteten Standards werden am 1.1.2022 in Kraft treten (dies umfasst sowohl die Umsetzung als auch den aufsichtsrechtlichen Berichtstag für den überarbeiteten Regulierungsrahmen) – Teile der Reform, einschließlich der Output Untergrenze werden, beginnend in 2022, schrittweise über fünf Jahre eingeführt. Da es sich bei den vereinbarten Standards um Mindeststandards handelt, können sich die Jurisdiktionen auch dazu entscheiden, strengere Standards einzuführen. Dementsprechend könnte die Umsetzung der Änderungen in Bezug auf den Basel III Regulierungsrahmen in der Europäischen Union über den Basel III Standard hinausgehen und europäische Besonderheiten umfassen. Außerdem wird eine Umsetzung in den Jurisdiktionen als mit dem Basel III Regulierungsrahmen konform erachtet, wenn diese keine der internen Modellansätze und stattdessen die Standardansätze umsetzen. Außerdem hat der BCBS mitgeteilt, dass eine hochrangige Arbeitsgruppe, die zur Überprüfung der aufsichtsrechtlichen Behandlung von Forderungen an Staaten (*sovereign exposures*) im Basel III Regulierungsrahmen und zur Empfehlung möglicher Strategieoptionen eingerichtet wurde, in diesem Stadium keinen Konsens erzielt hat, um Änderungen bei der Behandlung von Forderungen an Staaten vorzunehmen, sondern sie hat vorerst nur ein Diskussionspapier veröffentlicht. Daher sind derzeit keine gesicherten Aussagen über die Auswirkungen auf die zukünftigen Kapitalanforderungen und deren Auswirkungen auf die gegenwärtigen Kapitalanforderungen der Erste Group möglich.

- *Gesetzgebung zur Sanierung und Abwicklung von Kreditinstituten.*

Die Richtlinie 2014/59/EU (*Bank Recovery and Resolution Directive* - "**BRRD**") wurde in Österreich durch das Sanierungs- und Abwicklungsgesetz ("**BaSAG**") umgesetzt. Unter anderem müssen Institute jederzeit MREL-Anforderungen erfüllen, die durch die Abwicklungsbehörde im Einzelfall festgelegt werden. Maßnahmen, die im Zuge der BRRD und des BaSAG getroffen werden, können auch negative Auswirkungen auf Schuldtitel haben, da sie es den Abwicklungsbehörden ermöglichen anzuordnen, solche Instrumente abzuschreiben oder in Eigentumstitel umzuwandeln (vgl dazu näher den Risikofaktor "*Die Zertifikate können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Gläubiger einen Teil oder die Gesamtheit ihrer Anlage in die Zertifikate verlieren können (gesetzliche Verlustbeteiligung).*"). Abgesehen von der Möglichkeit, ein

potentielles Zielobjekt vom im SRM geregelten Abwicklungsinstrumenten und anderen Maßnahmen zu sein, kann die Emittentin ein mögliches Zielobjekt nationaler Insolvenzverfahren sein.

- *Der Einheitliche Abwicklungsmechanismus für europäische Banken.*

Der Einheitliche Abwicklungsmechanismus (*Single Resolution Mechanism* - "**SRM**"), der im Januar 2016 operativ gestartet ist, stellt neben dem Einheitlichen Aufsichtsmechanismus (*Single Supervisory Mechanism* – "**SSM**") und dem gemeinsamen Einlagensicherungssystem ein Element der Bankenunion dar. Dieser dient zur Zentralisierung der Schlüsselkompetenzen und -ressourcen, um bei Zusammenbruch eines Kreditinstituts in den teilnehmenden Mitgliedstaaten der Bankenunion einzugreifen. Unter dem SRM ist das Einheitliche Abwicklungsgremium (*Single Resolution Board* – "**SRB**") insbesondere für das Erlassen von Abwicklungsbescheiden in enger Zusammenarbeit mit der EZB, der Europäischen Kommission und den nationalen Abwicklungsbehörden im Fall des Zusammenbruchs (oder des möglichen Zusammenbruchs) eines bedeutenden Unternehmens, das der direkten Aufsicht der EZB unterliegt, wie die Emittentin, verantwortlich (vgl. dazu auch den Risikofaktor "*Die Zertifikate können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Gläubiger einen Teil oder die Gesamtheit ihrer Anlage in die Zertifikate verlieren können (gesetzliche Verlustbeteiligung).*"). Der SRM ergänzt den SSM und hat das Ziel zu gewährleisten, dass falls ein Kreditinstitut, das dem SSM unterliegt, ernste Schwierigkeiten hat, dessen Abwicklung effizient mit minimalen Kosten für die Steuerzahler und die Realwirtschaft bewältigt werden kann.

Grundlage des SRM sind zwei Rechtsinstrumente: (i) die Verordnung (EU) Nr. 806/2014 (*Single Resolution Mechanism Regulation* – "**SRM Verordnung**"), die die wichtigsten Aspekte des Mechanismus regelt und weitgehend die Regelungen der BRRD über die Sanierung und Abwicklung von Kreditinstituten wiedergibt; und (ii) eine zwischenstaatliche Vereinbarung über bestimmte spezifische Aspekte des Einheitlichen Abwicklungsfonds (*Single Resolution Fund* – "**SRF**").

- *EU Bankenreformpaket der Europäischen Kommission und des Europäischen Rats.*

Am 23.11.2016 veröffentlichte die Europäische Kommission Vorschläge zur Überarbeitung des CRD IV und der CRR sowie der BRRD und der SRM Verordnung. Die Vorschläge bauen auf bestehenden EU Bankenregelungen auf und zielen auf die Vervollständigung der aufsichtsrechtlichen Agenda der Europäischen Kommission nach der Krise ab. Die Vorschläge, die dem Europäischen Parlament und dem Rat zur Prüfung und Annahme übermittelt wurden, enthalten unter anderem die folgenden zentralen Elemente: (i) risikosensiblere Kapitalanforderungen, insbesondere im Hinblick auf Marktrisiko, Gegenparteiausfallrisiko und Risikopositionen gegenüber zentralen Gegenparteien; (ii) eine verbindliche Verschuldungsquote zur Vermeidung einer übermäßigen Verschuldung der Institute; (iii) eine verbindliche strukturelle Liquiditätsquote zur Überwindung der übermäßigen Abhängigkeit von kurzfristigen Refinanzierungen am Interbankenmarkt und zur Senkung langfristiger Finanzierungsrisiken; und (iv) die Anforderung der Verlustabsorptionsfähigkeit (*Total Loss Absorbing Capacity* - "**TLAC**") für globale systemrelevante wichtige Banken ("**G-SIBs**"), die in die für alle Kreditinstitute geltende MREL Logik eingebunden wird. Es wird auch eine Harmonisierung des im nationalen Insolvenzrecht festgelegten Rangs unbesicherter Schuldtitel vorgeschlagen, um den Kreditinstituten die Ausgabe solcher verlustabsorbierender Schuldtitel einfacher zu machen. Die Richtlinie (EU) 2017/2399 muss spätestens bis zum 29.12.2018 durch die Mitgliedstaaten in nationales Recht umgesetzt werden. In Österreich sind die entsprechenden Änderungen zu § 131 BaSAG bereits mit 30.6.2018 in Kraft getreten (vgl. dazu auch den Risikofaktor "*Im Fall einer Insolvenz der Emittentin haben Einlagen einen höheren Rang als die Ansprüche der Gläubiger im Zusammenhang mit den Zertifikaten.*")

Am 25.5.2018 hat der Europäische Rat verlautbart, dass man sich bei einem Treffen des Rats für Wirtschaft und Finanzen auf seinen Standpunkt bei den vorgeschlagenen

Änderungen verständigt hat und dass die EU Präsidentschaft aufgefordert wurde, Verhandlungen mit dem Europäischen Parlament zu beginnen sobald das Europäische Parlament dafür bereit ist. Ende Juni 2018 hat der Ausschuss für Wirtschaft und Währung des Europäischen Parlaments seinen vollständigen Bericht über die geplanten Triloggespräche mit der Europäischen Kommission und dem Europäischen Rat ("Trilog") beschlossen, die nach der Bekanntmachung des Texts in der Juliplenarsitzung des Europäischen Parlaments beginnen sollen.

Derzeit können keine gesicherten Schlussfolgerungen in Bezug auf die Auswirkungen der möglichen zukünftigen Kapitalanforderungen, und folglich in welcher Weise dies die Kapitalanforderungen der Erste Group beeinträchtigt, gemacht werden.

- **MREL.**

Zur Gewährleistung der Wirksamkeit des bail-in und anderer durch die BRRD eingeführter Abwicklungsinstrumente setzt die BRRD mit Wirkung vom 1.1.2016 voraus, dass alle Institute eine individuelle MREL Anforderung erreichen müssen, die aktuell als Prozentsatz der gesamten Verbindlichkeiten und den Eigenmitteln berechnet und von der maßgeblichen Abwicklungsbehörde festgesetzt wurde. In diesem Zusammenhang veröffentlichte die Europäische Kommission eine die BRRD ergänzende Delegierte Verordnung, die die Kriterien zur Festlegung von MREL präzisiert ("**MREL Delegierte Verordnung**"). Die MREL Delegierte Verordnung schreibt jeder Abwicklungsbehörde vor, eine eigene Festsetzung der geeigneten MREL Anforderung für jede Gruppe oder jedes Institut innerhalb ihrer Jurisdiktion durchzuführen, welche von der Abwicklungsfähigkeit der Institution, dem Risikoprofil, der Systemrelevanz und von anderen Charakteristika der Institute abhängig ist. Zum Datum des Prospekts wurde für die Erste Group noch kein MREL festgelegt.

Am 9.11.2015 veröffentlichte der Finanzstabilitätsrat (*Financial Stability Board* - "**FSB**") sein finales "Principles and Term Sheet", das einen internationalen Standard zur Erhöhung der Verlustabsorptionsfähigkeit von G-SIBs enthält. In der jüngsten aktualisierten Liste der G-SIBs, die vom FSB am 21.11.2017 veröffentlicht wurde, ist die Erste Group nicht enthalten und würde daher derzeit nicht dem TLAC Standard als solches unterliegen. Die gegenwärtige Arbeit auf EU-Ebene, die TLAC-Umsetzung mit dem bestehenden MREL-Rahmen abzustimmen, kann sich jedoch auf die Erste Group auswirken.

Das EU Bankenreformpaket der Europäischen Kommission, das am 23.11.2016 veröffentlicht wurde, sieht ebenfalls Vorschläge zur Überarbeitung der CRR, der BRRD und der SRM-Verordnung vor, um den TLAC Standard Bestimmungen zur Vermeidung der Anwendung zweier paralleler Anforderungen umzusetzen. Obwohl TLAC und MREL das gleiche aufsichtsrechtliche Ziel verfolgen, gibt es einige Unterschiede in der Art, wie sie aufgebaut sind. Die Vorschläge der Europäischen Kommission sollen die TLAC-Anforderungen in die bestehenden MREL-Anforderungen integrieren und sicherstellen, dass beide Anforderungen mit überwiegend ähnlichen Instrumenten erfüllt werden, wie für TLAC und MREL in der überarbeiteten CRR und mittels Bezug auf die bearbeitete CRR in der bearbeiteten BRRD bzw. in der SRM-Verordnung definiert, mit Ausnahme der Nachrangigkeitsanforderung, die für die Zwecke von MREL institutsspezifisch und von der Abwicklungsbehörde bestimmt wird.

Die Vorschläge erfordern die Einführung von begrenzten Adaptierungen der bestehenden MREL-Regeln, die die technische Konsistenz mit der Struktur aller Anforderungen für "G-SIBs gewährleisten. Insbesondere sind technische Änderungen der bestehenden Regeln für MREL erforderlich, um sie an den TLAC-Standard anzupassen, unter anderem in Bezug auf den Nenner, der zur Messung der Verlustabsorptionskapazität verwendet wird, die Interaktion mit Kapitalpufferanforderungen, die Offenlegung von Risiken gegenüber Investoren und deren Anwendung bezüglich unterschiedlicher Abwicklungsstrategien.

Am 20.12.2017 veröffentlichte die EBA ihre aktualisierte quantitative Analyse zu MREL, die auf derselben Methodologie und denselben Annahmen basiert, die im Kontext ihres (finalen) Berichts zu MREL im Dezember 2016 veröffentlicht wurde, entwickelt wurden.

Während das allgemeine Ziel dieser Vorschläge nun gut verstanden wird, ist es noch zu früh, um die genauen Änderungen, die eingeführt werden, den Zeitpunkt ihrer Einführung und damit die genaue Auswirkung auf die Emittentin zu bestätigen.

Es ist möglich, dass die Emittentin zusätzliche berücksichtigungsfähigen Verbindlichkeiten, die sich für MREL Zwecke qualifizieren, (einschließlich, möglicherweise, weiterer Tier 2 Instrumente, anderer nachrangiger Schuldtitel und/oder bestimmter anderer Arten von Schuldtiteln, die im Rang vor nachrangigen Schuldverschreibungen stehen) begeben muss, um die zusätzlichen Anforderungen zu erreichen (siehe auch den Risikofaktor "*Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.*").

- *EU-weiter Stresstest der Europäischen Bankenaufsichtsbehörde 2018.*

Die Emittentin nimmt beim EU-weiten Stresstest 2018 der EBA teil. Der Test deckt 70% des Bankensektors der EU ab und sein Ziel ist es zu beurteilen, ob Kreditinstitute die Fähigkeit besitzen, die jeweiligen Kapitalquoten während eines nachteiligen ökonomischen Schocks zu erhalten. Er basiert auf der üblichen Methodologie und die Ergebnisse werden in den SREP 2018 einfließen. Für Kreditinstitute, die 2018 unter IFRS 9 zu berichten beginnen, berücksichtigt der EU-weite Stresstest 2018 die Auswirkungen der Umsetzung von IFRS 9. Der EU-weite Stresstest 2018 wurde am 31.1.2018 mit der Veröffentlichung des makroökonomischen Szenarios gestartet und die Veröffentlichung der Ergebnisse durch die EBA ist für den 2.11.2018 vorgesehen.

- *MiFID II und MiFIR.*

Die aufsichtsrechtlichen Rahmenbedingungen für Wertpapierdienstleistungen und regulierte Märkte, wurden durch die MiFID II und durch die Verordnung (EU) Nr. 600/2014 (*Markets in Financial Instruments Regulation - "MiFIR"*) aktualisiert und sind seit dem 3.1.2018 anwendbar. In Österreich wurde die MiFID II durch das Wertpapieraufsichtsgesetz 2018 (WAG 2018) umgesetzt. Aufgrund erhöhter aufsichtsrechtlicher Anforderungen entstehen auch höhere Kosten für die Emittentin. Da weiterhin viele Fragen zu der Anwendung dieser Änderungen in der Praxis unklar sind, sind die vollen Auswirkungen von MiFID II und MiFIR für die Emittentin noch unbestimmt.

- *Strengere und geänderte Rechnungslegungsstandards.*

Potenzielle Änderungen der Rechnungslegungsstandards sowie strengere oder weitergehende Anforderungen, Vermögenswerte zum Fair Value zu erfassen, könnten sich auf den Kapitalbedarf der Erste Group auswirken.

In Zukunft können zusätzliche, strengere und/oder neue aufsichtsrechtliche Anforderungen verabschiedet werden und das bestehende aufsichtsrechtliche Umfeld in vielen Märkten, in denen die Erste Group tätig ist, verändert sich weiterhin. Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen bei der Höhe der adäquaten Kapitalisierung, Liquidität und Verschuldung könnte zu erhöhten Kapital- und Liquiditätsanforderungen oder -standards führen. Der Inhalt und Umfang solcher (neuen oder geänderten) Gesetze und Vorschriften sowie der Art und Weise, in der sie verabschiedet, durchgesetzt oder interpretiert werden, können die Refinanzierungskosten der Erste Group erhöhen und könnten nachteilige Auswirkungen auf die Geschäftstätigkeiten, die Finanz-, die Ertragslage und Zukunftsaussichten der Erste Group haben. Außerdem könnten sich staatliche Maßnahmen und Maßnahmen einer Zentralbank als Reaktion auf die vergangene weltweite Finanzkrise wesentlich auf den Wettbewerb auswirken und Investoren der Finanzinstitute, wie die Emittentin, betreffen.

Neben der Einhaltung der Mindesteigenmittelanforderungen auf konsolidierter Ebene der Erste Group, unterliegt die Emittentin selbst auch den Mindesteigenmittelanforderungen auf unkonsolidierter Ebene. Darüber hinaus sind die Mitglieder der Erste Group, die der lokalen Aufsicht im jeweiligen Sitzstaat unterliegen, auch zur Einhaltung lokaler Eigenmittelanforderungen und -bedarf auf unkonsolidierter Ebene und/oder (sub-)konsolidierter Ebene verpflichtet. Es ist daher möglich, dass einzelne Gesellschaften

innerhalb der Erste Group oder Untergruppen zusätzliches Kapital benötigen, obwohl das Kapital der Erste Group ausreichend ist.

Gesetzliche und/oder aufsichtsrechtliche Änderungen der aktuellen Definition von Eigenmitteln könnten zur Minderung des anrechenbaren Kapitals der Erste Group und/oder zur Minderung der RWA der Emittentin als auch der Erste Group auf Einzelinstitutsebene und/oder konsolidierter Ebene führen. Es kann nicht garantiert werden, dass im Falle einer Änderung der geltenden Vorschriften, angemessene Übergangsregeln oder -fristen zur Anwendung kommen, die es der Erste Group erlauben, ausgebuchte Kapitalinstrumente rechtzeitig oder zu günstigen Konditionen zurückzuzahlen oder zu ersetzen. Die Erste Group könnte daher in Zukunft zusätzliches Kapital benötigen, das möglicherweise nicht bzw. nicht zu attraktiven Konditionen zur Verfügung stehen wird.

Ferner können solche aufsichtsrechtlichen Entwicklungen die Erste Group zusätzlichen Kosten und Verbindlichkeiten aussetzen, die verlangen, dass sie ihre Geschäftsstrategie ändert oder sonst wie einen negativen Einfluss auf das Geschäft, die Produkte und Dienstleistungen, die sie anbietet, und auf den Wert ihres Vermögens haben. Es ist ungewiss, ob die Erste Group in der Lage ist, ihr anrechenbares Kapital (oder folglich ihre Kapitalquoten) ausreichend oder rechtzeitig zu erhöhen. Wenn die Erste Group nicht in der Lage ist, ihre Kapitalquoten ausreichend zu erhöhen und/oder die (anderen) aufsichtsrechtlichen Anforderungen einzuhalten, kann es zu Herabstufungen ihrer Kreditratings und einer Erhöhung ihrer Refinanzierungskosten kommen und/oder die zuständigen Behörden können Geldstrafen, Strafmaßnahmen oder andere aufsichtsrechtliche Maßnahmen auferlegen. Der Eintritt all dieser Folgen kann erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- und die Ertragslage der Erste Group haben.

**Die Emittentin unterliegt dem Risiko von Änderungen steuerlicher Rahmenbedingungen, insbesondere betreffend die Stabilitätsabgabe und die Einführung einer Finanztransaktionssteuer.**

Die zukünftige Entwicklung der Vermögens-, Finanz- und Ertragslage der Emittentin ist ua von den steuerlichen Rahmenbedingungen abhängig. Jede zukünftige Änderung der Gesetzeslage, der Rechtsprechung oder der Verwaltungspraxis der Steuerbehörden kann die Vermögens-, Finanz- und Ertragslage der Emittentin nachteilig beeinflussen.

Die Emittentin unterliegt der Stabilitätsabgabe nach dem Stabilitätsabgabegesetz. Steuerbemessungsgrundlage ist die durchschnittliche unkonsolidierte Bilanzsumme. Diese wird unter anderem vermindert um gedeckte Einlagen, gezeichnetes Kapital und Rücklagen, bestimmte Verbindlichkeiten, für die die Republik Österreich Haftungen übernommen hat, sowie Verbindlichkeiten auf Grund bestimmter Treuhandgeschäfte. Der Steuersatz beträgt 0,024% für jenen Teil der Steuerbemessungsgrundlage, der EUR 300 Mio überschreitet und EUR 20 Mrd nicht überschreitet, und 0,029% für jenen Teil, der EUR 20 Mrd überschreitet. Die Stabilitätsabgabe darf jedoch weder die gesetzlich definierten Zumutbarkeits- und Belastungsobergrenze überschreiten, noch einen Mindestbeitrag unterschreiten. Zusätzlich fällt eine Sonderzahlung in Höhe von 0,211% für jenen Teil der Steuerbemessungsgrundlage, der EUR 300 Mio überschreitet, aber EUR 20 Mrd nicht überschreitet, und 0,258% für jenen Teil, der EUR 20 Mrd überschreitet, an, die grundsätzlich in vier Teilzahlungen im jeweils ersten Quartal der Kalenderjahre 2017 bis 2020 zu entrichten ist.

Gemäß dem Vorschlag der Europäischen Kommission für eine Richtlinie des Rates über die Umsetzung einer Verstärkten Zusammenarbeit im Bereich der Finanztransaktionssteuer sollen elf EU-Mitgliedstaaten, nämlich Österreich, Belgien, Estland, Frankreich, Deutschland, Griechenland, Italien, Portugal, die Slowakische Republik, Slowenien und Spanien ("**Teilnehmende Mitgliedstaaten**") eine Finanztransaktionssteuer ("**FTS**") auf bestimmte Finanztransaktionen einheben, sofern zumindest eine an der Transaktion beteiligte Partei im Hoheitsgebiet eines Teilnehmenden Mitgliedstaates ansässig ist und ein im Hoheitsgebiet eines Teilnehmenden Mitgliedstaates ansässiges Finanzinstitut eine Transaktionspartei ist, die entweder für eigene oder fremde Rechnung oder im Namen einer Transaktionspartei handelt (Ansässigkeitsprinzip). Zusätzlich enthält der Vorschlag Regelungen, wonach ein Finanzinstitut beziehungsweise eine Person, die kein Finanzinstitut ist, dann als in einem Teilnehmenden Mitgliedstaat ansässig gelten, wenn sie Parteien einer Finanztransaktion über

bestimmte Finanzinstrumente sind, die im Hoheitsgebiet dieses Teilnehmenden Mitgliedstaates ausgegeben werden (Ausgabeprinzip). Gemäß einer Veröffentlichung des Rates der Europäischen Union vom 8.12.2015 sollen anfänglich Aktien und Derivate besteuert werden. Alle Teilnehmenden Mitgliedstaaten mit Ausnahme von Estland sind zu den Kernpunkten der Steuerbemessungsgrundlage, jedoch nicht zu den jeweiligen Steuersätzen übereingekommen. Es ist ungewiss, ob überhaupt eine FTS eingeführt werden wird. Die von der Europäischen Kommission vorgeschlagene FTS hat einen sehr weiten Anwendungsbereich und könnte, falls eingeführt, unter bestimmten Umständen auf gewisse Transaktionen von Zertifikate (einschließlich Sekundärmarkttransaktionen) anwendbar sein. Sollte eine FTS eingeführt werden, besteht aufgrund höherer Kosten für die Investoren das Risiko, dass die FTS zu weniger Transaktionen führen könnte und dadurch die Erträge der Emittentin negativ beeinflussen könnte. Künftigen Inhabern der Zertifikate wird geraten, professionelle Beratung hinsichtlich der FTS einzuholen.

**Die Emittentin ist möglicherweise nicht in der Lage, die Mindestanforderungen für Eigenmittel und berücksichtigungsfähige Verbindlichkeiten zu erfüllen.**

Unter dem SRM muss jedes Institut sicherstellen, dass es jederzeit (auf Einzelinstituts- und, im Fall von EU-Mutterunternehmen (wie der Erste Group), auch auf konsolidierter Ebene) MREL erfüllt. Diese Mindestanforderungen sind aktuell von der Abwicklungsbehörde festzusetzen und aus dem Betrag der Eigenmittel und der berücksichtigungsfähigen Verbindlichkeiten - ausgedrückt als Prozentanteil der gesamten Verbindlichkeiten und Eigenmittel des Instituts - zu berechnen. Der Umfang, die Berechnung und die Zusammensetzung der MREL werden derzeit geprüft (siehe auch den Risikofaktor "*Neue staatliche oder aufsichtsrechtliche Anforderungen und Änderungen von Eigenkapitalquoten und des Verschuldungsgrades könnten die Erste Group erhöhten Eigenkapitalanforderungen oder Standards unterwerfen und die Aufbringung von zusätzlichem Kapital oder zusätzliche Liquidität in Zukunft erforderlich machen.*"). Es besteht das Risiko, dass die Emittentin möglicherweise nicht in der Lage ist, MREL zu erfüllen, was zu höheren Refinanzierungskosten, zu aufsichtsrechtlichen Maßnahmen und, sofern gegenüber der Emittentin Abwicklungsmaßnahmen verhängt werden, zu erheblichen Auswirkungen auf deren Geschäftstätigkeiten, zu Verlusten bei ihren Gläubigern (einschließlich der Anleihegläubiger) und zu Einschränkungen oder erheblichen nachteiligen Auswirkungen auf die Fähigkeit der Emittentin zur Bedienung der Zahlungsverpflichtungen im Zusammenhang mit den Zertifikaten führen könnte.

**Die Emittentin ist verpflichtet, jährlich Beiträge an den Einheitlichen Abwicklungsfonds und an ex ante finanzierte Fonds des Einlagensicherungssystems des Sparkassensektors zu leisten.**

Der SRF wird schrittweise innerhalb eines anfänglichen Zeitraums von acht Jahren (2016 – 2023) gemäß Artikel 69 der SRM Verordnung aufgebaut und soll die Zielgröße von zumindest 1,00% des Betrages der gedeckten Einlagen aller Kreditinstitute in der Bankenunion bis zum 31.12.2023 erreichen.

Außerdem sind in der Richtlinie 2014/49/EU (*Directive on Deposit Guarantee Schemes – DGSD*) Finanzierungsanforderungen für die Einlagensicherungssysteme (*Deposit Guarantee Schemes – "DGS"*) vorgesehen, die in Österreich durch das Einlagensicherungs- und Anlegerentschädigungsgesetz (ESAEG) umgesetzt wurde. Grundsätzlich beträgt die Zielgröße der ex ante finanzierten Fonds des DGS des Sparkassensektors 0,80% der gedeckten Einlagen, die von den Kreditinstituten bis zum 3.7.2024 eingezogen werden.

Neben den ex ante Beiträgen müssen die Kreditinstitute gegebenenfalls bestimmte zusätzliche (ex post) Beiträge im Fall einer Abwicklung eines Kreditinstituts sowie im Fall der Einlagensicherung wenn die Fonds für Zahlungen an in Schieflage geratene Institute verwendet wurden.

Die Verpflichtung zur Zahlungen von Beiträgen zur Errichtung des SRF und der ex ante Fonds des DGS des Sparkassensektors führt zu zusätzlichen finanziellen Belastungen für die Emittentin und hat daher negative Auswirkungen auf die finanzielle Position der Emittentin und ihre Vermögens-, Finanz- und Ertragslage.

### **Trotz Risikomanagement-Strategien, -Techniken und internen Kontrollverfahren kann die Erste Group unbekanntem und unerwarteten Risiken ausgesetzt sein.**

Die innerhalb der Erste Group verwendeten Risikomanagementtechniken und -strategien waren nicht und können auch in Zukunft nicht bei der Linderung der Risikobelastung der Erste Group in jedem wirtschaftlichen Marktumfeld oder gegen alle Arten von Risiken, einschließlich des Risikos, dass es misslingt, Risiken zu identifizieren oder vorherzusehen, voll wirksam sein. Darüber hinaus haben aufsichtsrechtliche Prüfungen oder sonstige regelmäßige Überprüfungen der Risikomanagementverfahren und -methoden in der Vergangenheit Schwächen oder Mängel in den Risikomanagementsystemen der Erste Group aufgedeckt und dies kann auch in Zukunft passieren. Einige quantitative Kenngrößen und Messinstrumente für das Bewältigen von Risiken der Erste Group basieren auf dem Einsatz von beobachtetem historischem Marktverhalten. Die Erste Group wendet eine Vielzahl statistischer und anderer Instrumente für diese Beobachtungen an, um Risikopositionen quantifizieren zu können. Während der weltweiten Finanzkrise erfuhren die Finanzmärkte unerwartete Volatilitätsniveaus (rasche Änderungen von Preisentwicklungen) und die Verteilung von in der Vergangenheit beobachteten Korrelationen zwischen Anlageklassen war mit extrem begrenzter Liquidität gekoppelt. In diesem volatilen Marktumfeld haben die Risikomanagement-Tools und Messverfahren bei der Vorhersage bestimmter Verluste der Erste Group versagt und es kann auch für die Zukunft nicht ausgeschlossen werden, dass unter ähnlichen Bedingungen und Marktstörungen wichtige Risikopotentiale nicht identifiziert werden können. Weiters berücksichtigen die von der Erste Group verwendeten quantitativen Modelle nicht unbedingt alle Risiken und treffen eine Vielzahl von Annahmen das Gesamtumfeld betreffend und/oder die implizite Berücksichtigung von Risiken in den Quantifizierungsansätzen, die zutreffen können oder nicht. Folglich könnte es aufgrund von Faktoren, die in den statistischen Modellen der Erste Group entweder nicht berücksichtigt oder nicht richtig bewertet wurden, zu Risikobelastungen kommen.

Dies hat und könnte weiterhin aufgrund der jüngsten Finanzkrise die Fähigkeit der Erste Group, Risiken zu managen. Wenn Umstände eintreten, die die Erste Group nicht identifizieren, vorhersehen oder in der Entwicklung ihrer statistischen Modellen richtig einschätzen kann, könnten die Verluste größer sein als die von Risikomanagementsystem vorgesehenen maximalen Verluste. Darüber hinaus berücksichtigen die Quantifizierungen nicht alle Risiken oder Marktbedingungen. Wenn die Maßnahmen, die zur Bewertung und Minderung von Risiken verwendet werden, unzureichend sind, kann die Erste Group wesentliche, unerwartete Verluste erfahren, die erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeiten, Finanz- und Ertragslage haben könnten.

### **Das Geschäft der Erste Group unterliegt operativen Risiken.**

Die Erste Group unterliegt einem operativen Risiko, was die Gefahr von Verlusten infolge der Unzulänglichkeit oder des Versagens interner Verfahren, Menschen und Systeme sowie externer Ereignisse, einschließlich insbesondere Rechts-, aufsichtsrechtlichen, Compliance- und Outsourcing-Risiken, bedeutet. Die Erste Group ist unter anderem anfällig für Betrug durch Mitarbeiter oder Außenstehende, einschließlich unerlaubter Transaktionen und Bedienungsfehler, Schreibfehler oder fehlerhafter Aufzeichnungen, die durch fehlerhafte Computer- oder Telekommunikationssysteme entstehen. Angesichts des hohen Volumens von Transaktionen der Erste Group, können Betrug oder Fehler sich wiederholen oder verschlimmert werden, bevor sie entdeckt und behoben werden. Folglich könnte jede Unzulänglichkeit bei internen Prozessen oder Systemen der Erste Group zur Erkennung oder Eingrenzung solcher Risiken zu unbefugten Transaktionen und Fehlern führen, die wesentliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz-, die Ertragslage und die Zukunftsaussichten der Erste Group haben könnten. Bei der Erste Group können von Zeit zu Zeit auch Dienstunterbrechungen aufgrund von Fehlern von Dienstleistungsdrittanbietern und Naturkatastrophen, die außerhalb der Kontrolle der Erste Group Bank liegen, entstehen. Dies kann zu Unterbrechungen bei den Dienstleistungen der Mitglieder der Erste Group führen und sich auf das Kundenservice auswirken.

**Ein Ausfall, eine Unterbrechung oder eine Verletzung von Sicherheitsbestimmungen von Informationssystemen der Erste Group, sowie jegliche Nicht-Aktualisierung dieser Systeme, kann Geschäfts- und andere Verluste zur Folge haben.**

Die Erste Group ist maßgeblich von Informationssystemen abhängig, um ihre Geschäfte zu führen. Ein Ausfall, eine Unterbrechung oder eine Sicherheitsverletzung bei diesen Systemen kann zu Ausfällen oder Unterbrechungen ihres Risikomanagements, ihres Hauptbuches, ihres Depotgeschäftes oder ihres Kreditbereitstellungssystems führen. Falls die Informationssysteme einschließlich ihrer Sicherungssysteme auch nur für eine kurze Dauer ausfallen würden oder sich ihre Notfallpläne zur Fortführung der Geschäfte für den Ernstfall als unwirksam herausstellen, könnte die Erste Group einige der Bedürfnisse der Kunden nicht zeitnah befriedigen und dadurch einen Teil des Geschäfts verlieren.

Gleichermaßen könnten durch eine vorübergehende Abschaltung des Informationssystems der Erste Group Kosten für die Wiederbeschaffung und Überprüfung der Informationen entstehen. Es kann nicht garantiert werden, dass solche Ausfälle oder Unterbrechungen nicht vorkommen werden oder dass die Erste Group diesen Ausfällen oder Unterbrechungen in angemessener Weise begegnen kann. Dementsprechend kann das Auftreten solcher Ausfälle oder Unterbrechungen erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz-, die Ertragslage und die Zukunftsaussichten der Erste Group haben.

Weiters kann nicht garantiert werden, dass die Einführung und Implementierung neuer Systeme und Verfahren die gewünschten Vorteile für das Geschäft der Erste Group bringen und es dabei nicht zu Fehlern oder Betriebsunterbrechungen kommt, die wesentlich nachteilige Auswirkungen auf das Geschäft, die Finanzlage, die Betriebsergebnisse und die Zukunftsaussichten der Erste Group haben könnten. Die Erste Group hat bestimmte IT Dienst- und Betriebsleistungen an externe Dienstleister ausgelagert und könnte diese Auslagerung in Zukunft ausweiten, um ihre Kostenstruktur zu optimieren und ihre Flexibilität zu erhöhen. Nicht zufriedenstellende Qualität der Dienstleistungen externer Dienstleister könnte die Risiken in Zusammenhang mit Fehlern oder Unterbrechungen von IT Systemen drastisch erhöhen und zu weiteren Betriebsproblemen und Reputationsverlusten führen.

**Die Erste Group könnte Schwierigkeiten haben, qualifizierte Mitarbeiter anzuwerben oder zu binden.**

Die Aktivitäten der Erste Group und ihre Fähigkeit, in neue Märkte einzusteigen, hängen von ihrer Fähigkeit ab, bestehende Mitarbeiter zu binden und weitere Personen, die über die notwendigen Qualifikationen und das notwendige Erfahrungsniveau im Bankwesen verfügen, zu finden und anzuwerben. In vielen Märkten Zentral- und Osteuropas, in denen die Erste Group tätig ist, ist der Pool an Personen mit der erforderlichen Zusammensetzung der Fähigkeiten kleiner als in den meisten westeuropäischen Ländern, wobei dieser Pool aufgrund des wachsenden Fokus lokaler Universitäten und Regierungen auf der Implementierung wettbewerbsfähiger Ausbildungsprogramme und der Entwicklung gut ausgebildeter Mitarbeiter größer wird. Falls Personaleinstellungen nicht das Ergebnis eines qualitativen Personalplans sein sollten und mehrheitlich auf ad hoc bzw kurzfristiger Basis geschehen, wäre das Risiko einer hohen Personalfuktuation oder der Nicht-Schaffung eines validen Nachfolgepools hoch. Fehlende Führungsverantwortlichkeit bei Festsetzung der jeweiligen Entwicklungsmaßnahmen oder bei Nicht-Beförderung von Leistungsträgern könnte das Risiko beinhalten, dass qualifizierte Mitarbeiter die Erste Group verlassen könnten. Außerdem könnten sich ohne allgemein gültige hohe Qualitätskriterien die Nominierungen von Mitarbeitern als Talente als falsch erweisen und das Risiko falscher Investitionen und höherer Kosten hervorrufen.

Der durch andere Finanzinstitutionen steigende Wettbewerb am Arbeitsmarkt in Kernmärkten der Erste Group kann es auch für die Erste Group schwieriger machen, qualifizierte Mitarbeiter zu gewinnen und zu halten und dies kann in Zukunft zu steigenden Lohnkosten führen. Wenn Obergrenzen oder weitere Beschränkungen aufgrund anwendbarer Vergütungsregeln für Gehälter oder Bonuszahlungen, die an Führungskräfte der Erste Group Bank oder ihrer Tochtergesellschaften (einschließlich Obergrenzen, die von Regierungen im Zusammenhang mit der Ausweitung der Unterstützung zur Erste Group auferlegt werden) bezahlt werden, eingeführt werden, könnte die Fähigkeit der Erste Group zur Anwerbung und Bindung von qualitativ hochwertigem Personal begrenzt sein und dies könnte zum Verlust



von qualifiziertem Personal führen. Wenn die Erste Group nicht in der Lage ist, neue Talente in den wichtigsten strategischen Märkten zu rekrutieren und zu binden oder wenn der Wettbewerb für qualifizierte Mitarbeiter die Lohnkosten erhöht, könnte dies erhebliche negative Auswirkungen auf die Vermögens-, die Finanz- und Ertragslage der Erste Group haben.

**Die Erste Group könnte gezwungen sein, angeschlagenen Banken im Haftungsverbund finanzielle Unterstützung zu gewähren, was zu bedeutenden Kosten und einer Bindung ihrer Ressourcen führen könnte.**

Im Jahre 2002 wurde der Haftungsverbund auf Grundlage der Grundsatzvereinbarung zwischen der Mehrzahl der österreichischen Sparkassen und der Erste Group Bank gegründet. Der Zweck des Haftungsverbundes liegt in der Entwicklung eines gemeinsamen Frühwarnsystems, einer gegenseitigen Garantie für bestimmte Verbindlichkeiten der Mitgliedssparkassen und der Stärkung der Zusammenarbeit des Sparkassensektors (ausgenommen UniCredit Bank Austria AG) innerhalb des österreichischen Marktes.

Im Jahr 2013 wurde die Kooperation zwischen den Sparkassen intensiviert. Das Ziel der neuen Vereinbarung, die seit 1.1.2014 in Kraft ist, ist eine Intensivierung der Steuerung innerhalb der Gruppe und die Errichtung eines institutsbezogenen Sicherungssystems (*Institutional Protection Scheme*) im Sinne des Artikel 113 (7) CRR und eines Haftungsverbunds iSd Artikel 4 (1) (127) CRR zur Erfüllung des Erfordernisses des Artikel 84 (6) CRR, um sämtliche Minderheitsbeteiligungen innerhalb des Haftungsverbunds vollständig anrechnen zu können und im Lichte von IFRS 10 die Rechte der Erste Group Bank in dem den Haftungsverbund regelnden Vertrag zu verstärken.

Im Rahmen des Haftungsverbundes sind die Erste Group und andere Mitgliedssparkassen verpflichtet, Mitgliedern, die sich in finanziellen Schwierigkeiten befinden, finanzielle Unterstützung oder andere Hilfsmaßnahmen zu gewähren und sich, im Fall der Insolvenz eines Mitgliedes, an den Rückzahlungen bestimmter geschützter Einlagen zu beteiligen. Die Mitgliedssparkassen vereinbarten, dass Teile ihrer Fonds in Form von Spezialfonds *ex ante* finanziert werden, wobei nur die Haftungsverbund GmbH (das "**führende Unternehmen**") Zugang zu diesen Spezialfonds besitzt und verpflichtet ist, alle anderen Optionen der Nutzung dieser Spezialfonds vorzuziehen. Zum Aufbau dieses Spezialfonds leisten alle Sparkassen vierteljährlich Beiträge bis die Endsumme von EUR 250 Mio nach 10 Jahren erreicht ist. Die Mitgliedssparkassen sind im Rahmen des Haftungsverbundes auch verpflichtet, bestimmte Richtlinien des Kredit- und Risikomanagements bei der Gewährung und Verwaltung von Darlehen und zur Identifizierung, Bewertung, Steuerung und Begrenzung von Risiken zu befolgen. Dies wird von der Erste Group festgelegt und indirekt überwacht werden, auch wenn die Erste Group nicht die Unternehmensführung der Mitgliedssparkassen kontrolliert. Diese Anforderungen sind häufig detaillierter und strenger als die bei einzelnen Sparkassen zuvor bestehenden Regelungen. Die Erste Group kann selbst im Fall der Nichteinhaltung der Anforderungen des Risikomanagements durch ein oder mehrere Mitglieder des Haftungsverbundes zur Unterstützung und Rückzahlung bestimmter geschützter Einlagen verpflichtet werden, obwohl die Erste Group nur geringe direkte Kontrolle über das Management der einzelnen Mitglieder Sparkassen ausübt. Folglich wird die Möglichkeit der Erste Group, die Risiken, die sie mit den finanziellen Verpflichtungen im Rahmen des Haftungsverbundes übernommen hat, zu steuern von Ihrer Fähigkeit abhängen, die Anforderungen des Risikomanagements durchzusetzen. Falls eine Sparkasse des Haftungsverbundes in finanzielle Schwierigkeiten gerät oder insolvent wird, kann die Erste Group zur Bereitstellung finanzieller oder anderer Hilfsmittel und zur Übernahme erheblicher Kosten verpflichtet sein. Dies könnte die Erste Group zu einer Verwendung ihrer Ressourcen zwingen, die erhebliche negative Auswirkungen auf ihre Geschäftstätigkeit, ihre Finanz- und ihre Ertragslage haben können.

**Zinsänderungen werden durch viele Faktoren verursacht, die außerhalb des Einflussbereichs der Erste Group liegen, und solche Änderungen können wesentliche negative Auswirkung auf ihre Vermögens-, Finanz- und Ertragslage, inklusive Nettozinsenertrag haben.**

Die Erste Group erzielt den Großteil ihrer betrieblichen Erträge durch Nettozinsenerträge. Die Zinssätze reagieren sehr sensibel auf viele Faktoren, die außerhalb der Kontrolle der Erste

Group liegen, wie z.B. Inflation, die von den Zentralbanken oder Regierungen festgelegte Währungspolitik, die Neuerungen bei den Finanzdienstleistungen und verstärkter Wettbewerb auf den Finanzmärkten, in denen die Erste Group tätig ist, innerstaatliche und internationale wirtschaftliche und politische Rahmenbedingungen sowie auch andere Faktoren. Während der Wettbewerbsdruck auf die Margen ein ziemlich offensichtlicher Faktor ist, können auch Veränderungen im absoluten Level des Zinssatzumfelds den Spread zwischen dem Zinssatz, den ein Kreditinstitut seinen Einlegern und sonstigen Kreditgebern zahlen muss und dem Zinssatz, den das Kreditinstitut auf Kredite, die es an seine Kunden begibt, erhält, beeinflussen. Wenn die Zinsmarge fällt, sinken auch die Nettozinserträge, es sei denn die Erste Group schafft es, diesen Rückgang durch eine Erhöhung des Gesamtbetrages an Geldmitteln, die sie an ihre Kunden verleiht, auszugleichen. Extrem niedrige Zinssatzgeldpolitik einhergehend mit quantitativer Lockerung führt zu weiteren Herausforderungen bei der Stabilität der Zinsmarge, da das Potenzial, Kundeneinlagen zu bewerten, früher erschöpft sein könnte, als dass Kreditzinsen ein neues Gleichgewicht finden. Weiters wird die Erste Group in einem Umfeld sehr niedriger oder sogar negativer Zinsen höhere Kosten für die Bereithaltung der aufsichtsrechtlichen Liquiditätsreserven in Barbeständen und höchst liquiden Vermögenswerten tragen. Eine Erhöhung der Zinssätze, die den Kunden verrechnet werden, kann auch negative Auswirkungen auf die Nettozinserträge haben, wenn dadurch weniger Geldmittel durch Kunden aufgenommen werden. Aus Gründen des Wettbewerbs kann sich die Erste Group auch dazu entschließen, die Zinsen für Einlagen zu erhöhen, ohne dabei die Zinssätze für vergebene Kredite entsprechend anzuheben. Schließlich könnte in einem bestimmten Zeitraum ein Ungleichgewicht von verzinslichen Vermögenswerten und verzinslichen Verbindlichkeiten im Fall von Zinsveränderungen die Nettozinsmarge der Erste Group reduzieren, was erhebliche negative Auswirkungen auf ihre Nettozinserträge und dadurch auf die Geschäftstätigkeit und die Finanz- und Ertragslage der Erste Group haben könnte.

**Da ein großer Teil der Aktivitäten, Vermögenswerte und Kunden der Erste Group auf Länder in Zentral und Osteuropa, die nicht der Eurozone angehören, konzentriert sind, ist die Erste Group Währungsrisiken ausgesetzt.**

Ein Großteil der Aktivitäten, Vermögenswerte und Kunden der Erste Group Bank und der Erste Group ist in Ländern in Zentral- und Osteuropa angesiedelt, die nicht der Eurozone angehören (dh, dass deren gesetzliches Zahlungsmittel nicht Euro ist), und Finanztransaktionen in anderen Währungen als Euro unterliegen einem Fremdwährungsrisiko. Lokale Regierungen können Maßnahmen ergreifen, die Kursschwankungen und Wechselkurse betreffen und dadurch das Kreditrisiko der Erste Group hinsichtlich dieser Währungen beeinflussen wie der von der Schweizer Nationalbank im September 2011 eingeführte und im Jänner 2015 aufgehobene Mindestwechsellkurs zum Euro oder das neue Ungarische Gesetz aus dem Jahr 2014, welches festlegt, wie Kreditinstitute Fremdwährungskredite in die lokale Währung zu konvertieren hat. Im September 2015 hat das kroatische Parlament Änderungen in den Gesetzen verabschiedet, die es Schuldner von Schweizer Franken Krediten erlauben, ihre Kredite in Euro Kredite zu einem Wechselkurs zu konvertieren, der dem Wechselkurs zum Zeitpunkt des Abschlusses der Kredite entspricht. Im Oktober 2016 hat das rumänische Parlament eine Gesetzesfassung zur Schweizer Franken Konvertierung verabschiedet, die es Einzelpersonen erlaubt, Schweizer Franken Kredite zu historischen Wechselkursen in die lokale Währung zu konvertieren. Darüber hinaus kann nicht ausgeschlossen werden, dass es auch in anderen Kundensegmenten und/oder Ländern zu solchen Maßnahmen kommt.

Zudem könnten die Kapitalinvestitionen, die die Erste Group in ihren Gruppenunternehmen außerhalb der Eurozone tätigt, wie auch ihre Einkünfte, Vermögenswerte, Verbindlichkeiten und Eigenmittel aufgrund der Wertminderung der lokalen Währung gegenüber dem Euro geringer ausfallen, wenn diese in Euro umgerechnet werden. Diese und andere Auswirkungen einer Währungsabwertung könnten erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, die Ertragslage und die Eigenkapitalquote der Erste Group haben.

### **Der Gewinn der Erste Group Bank kann geringer oder sogar negativ ausfallen.**

Die Betriebsergebnisse der Erste Group werden im aktuellen Geschäftsjahr bzw auch in Zukunft zum Teil davon abhängen, dass ihre Tochtergesellschaften profitabel sind. Die Erste Group Bank (als Muttergesellschaft der Erste Group) könnte höhere als die veranschlagten Rückstellungen für Risiken für Kredite und Ausleihungen haben oder sie könnte weniger als die veranschlagten Dividenden von ihren Tochtergesellschaften erhalten.

Abhängig von der Höhe der Reduktion der Profitabilität könnte eine solche Abschreibung erhebliche nachteilige Auswirkungen auf die Vermögens- Finanz- und Ertragslage der Erste Group und auf die Fähigkeit der Erste Group zur Bedienung der Zahlungsverpflichtungen im Zusammenhang mit den Zertifikaten haben.

### **Veränderungen der Sicherheitenstandards der EZB könnten negative Auswirkungen auf die Finanzierung der Erste Group und deren Eindeckung mit Liquidität haben.**

Als Folge des Refinanzierungsdrucks, der durch die europäische Staatsschuldenkrise ausgelöst wurde, gab es vermehrt Eingriffe durch eine Reihe von Zentralbanken, im Besonderen durch die EZB. Unter anderem hat die EZB zugestimmt, europäischen Finanzinstituten für eine Dauer von bis zu vier Jahren niedrig verzinste Kredite zur Verfügung zu stellen. Zum Datum dieses Prospekts akzeptiert die EZB bestimmte Instrumente, einschließlich Pfandbriefe der Erste Group, als Sicherheit für ihre Tender. Falls die EZB oder lokale Nationalbanken ihre Sicherheitenstandards einschränken oder die Ratinganforderungen für als Sicherheiten dienende Wertpapiere erhöhen würde, könnte dies die Refinanzierungskosten der Erste Group erhöhen und ihre Möglichkeiten der Liquiditätsbeschaffung einschränken. Dies würde erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und die Ertragslage der Erste Group haben.

### **Die Erste Group ist in wettbewerbsintensiven Märkten tätig und konkurriert mit großen internationalen Finanzinstituten wie auch etablierten lokalen Mitbewerbern.**

Die Erste Group steht sowohl in Österreich als auch in den CEE Ländern in allen Aspekten ihrer wirtschaftlichen Tätigkeit unter erheblichem Wettbewerbsdruck. Die Erste Group steht mit vielen großen internationalen Finanzinstituten wie auch lokal etablierten Konkurrenzunternehmen im Wettbewerb. Falls die Erste Group nicht in der Lage ist, diesem Wettbewerbsumfeld entsprechend mit profitablen Produkt- und Dienstleistungsangeboten zu begegnen, könnte sie Marktanteile in wichtigen Geschäftsfeldern verlieren oder Verluste in einzelnen oder sämtlichen Geschäftsbereichen erleiden.

Der Konsolidierungstrend in der globalen Finanzdienstleistungsbranche, der aus dem weiterhin niedrigen Zinssatzumfeld resultiert und folglich den Druck auf die Geschäftsergebnisse erhöht und der durch die letzte Finanz- und Wirtschaftskrise weiter angestiegen ist, bringt Mitwettbewerber hervor, die über eine breite Produkt- und Dienstleistungspalette sowie eine starke Kapitalbasis und wachsende Effizienz verfügen und so die Preise stärker beeinflussen können. Diese globalen Finanzinstitutionen können für Kunden, vor allem für große Unternehmenskunden, aufgrund ihrer größeren internationalen Präsenz und ihrer größeren finanziellen Mittel attraktiver sein. Darüber hinaus ist die Erste Group in bestimmten Märkten, insbesondere Österreich und Ungarn, dem Wettbewerb mit lokalen Kreditinstituten ausgesetzt, die eine größere Anzahl an Filialen betreiben, ihren Kunden eine größere Palette an Bank- und Finanzdienstleistungen anbieten und von Beziehungen zu einer großen Anzahl an bestehenden Kunden profitieren.

Die Erste Group steht in Österreich nicht nur mit der UniCredit Bank Austria AG und den Raiffeisenbanken in starkem Wettbewerb, sondern auch mit großen internationalen Kreditinstituten und neuen Wettbewerbern aus Nachbarländern. Aufgrund dieses Wettbewerbs vor allem im Privatkundenbereich und aufgrund des aktuell niedrigen Zinssatzumfelds waren die Nettozinsmargen auch in der Vergangenheit sehr niedrig. Wenn es der Erste Group nicht gelingt, die Nettozinsmargen auf dem derzeitigen Niveau zu belassen, könnte dies wesentliche negative Auswirkungen auf die Finanzlage und die Betriebserträge der Erste Group haben.

Im Zuge des Reifens der Bankmärkte in Zentral- und Osteuropa erwartet die Erste Group einen stärkeren Wettbewerb mit weltweit tätigen Finanzinstituten und lokalen Mitbewerbern,

wobei das Niveau des verstärkten Wettbewerbs von Land zu Land unterschiedlich sein kann. Die Wettbewerbsfähigkeit der Erste Group hängt von ihrer Fähigkeit zur raschen Anpassung ihrer Geschäftsbereiche an Markt- und Branchentrends ab. Falls die Erste Group nicht konkurrenzfähig ist, oder falls Maßnahmen einer Regierung aufgrund der Finanzkrise oder wegen Konjunkturabschwüngen zu einem Wettbewerbsnachteil für die Erste Group führen, könnte dies erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit und die Finanz- und Ertragslage der Erste Group haben.

#### **Die Hauptaktionäre der Erste Group können Aktionärsmaßnahmen kontrollieren.**

Zum Datum dieses Prospekts waren 29,9% der Aktien der Erste Group Bank der DIE ERSTE österreichische Spar-Casse Privatstiftung ("**ERSTE Stiftung**") zurechenbar. Die ERSTE Stiftung hat das Recht, ein Drittel der Mitglieder des Aufsichtsrates der Erste Group Bank zu bestellen, die nicht vom Betriebsrat entsendet wurden, allerdings hat die ERSTE Stiftung noch nicht von ihrer Ernennungsbefugnis Gebrauch gemacht, sodass alle Aufsichtsratsmitglieder, die nicht vom Betriebsrat entsendet wurden, von der Hauptversammlung gewählt wurden.

Darüber hinaus ist der Einfluss von Großaktionären auf die Willensbildung der Hauptversammlung aufgrund der Maßgeblichkeit der bei der Hauptversammlung anwesenden und nicht der Gesamtzahl der ausstehenden Aktien für das Wahlrecht typischerweise größer als ihr prozentueller Stimmrechtsanteil vermuten lässt. Nach dem österreichischen Gesellschaftsrecht und gemäß der Satzung der Emittentin kann ein Aktionär, der mehr als 25% der Anteile an der Erste Group hält, eine Reihe von gesellschaftlichen Maßnahmen, die die Zustimmung der Aktionäre erfordern, verhindern, wie z.B. die Schaffung von genehmigtem oder bedingtem Kapital, die Änderungen des Unternehmensgegenstands der Erste Group Bank, Verschmelzungen, Abspaltungen und andere gesellschaftliche Umstrukturierungen. Demzufolge kann die ERSTE Stiftung erheblichen Einfluss auf das Ergebnis einer Abstimmung von Aktionären ausüben und wird, abhängig von der Anwesenheitsquote in einer Hauptversammlung, das Ergebnis der meisten Beschlüsse, die die Zustimmung der Aktionäre erfordern, beeinflussen. Daher ist es möglich, dass die Erste Stiftung in der Verfolgung ihrer Ziele Einfluss auf die Erste Group in einer Art und Weise ausübt, die nicht im Interesse anderer Aktionäre ist oder dies von ihr erwartet wird.

#### **Die Einhaltung von anwendbaren Regeln und Vorschriften, insbesondere zur Verhinderung von Geldwäsche und Terrorismusfinanzierung, von Korruption und Betrug, zu Wirtschaftssanktionen und Steuern sowie zu Kapitalmärkten (in Bezug auf Wertpapiere und Börsen) bringt erhebliche Kosten und Aufwendungen mit sich und die Nichteinhaltung könnte schwerwiegende rechtliche sowie rufschädigende Folgen für die Erste Group haben.**

Die Erste Group unterliegt Regeln und Vorschriften insbesondere zur Verhinderung von Geldwäsche und Terrorismusfinanzierung, von Korruption und Betrug, Wirtschaftssanktionen und Steuern sowie Kapitalmärkten (in Bezug auf Wertpapiere und Börsen). Diese Regeln und Vorschriften, die unlängst verschärft wurden, insbesondere durch die Richtlinie EU 2015/849 (sog. "4. Geldwäscherichtlinie"), werden in naher Zukunft unter anderem durch die Richtlinie EU 2018/843 (sog. "5. Geldwäscherichtlinie") weiter geändert werden.

Die Überwachung der Einhaltung solcher Regeln und Richtlinien stellt eine erhebliche finanzielle Belastung für Kreditinstitute und andere Finanzinstitute dar und kann diesen schwerwiegende technische Probleme aufwerfen. Die Erste Group kann nicht garantieren, dass sie alle maßgeblichen Regelungen und Richtlinien zu jeder Zeit einhalten kann und dass ihre konzernweiten Standards ständig und in allen Fällen von ihren Arbeitnehmern angewendet werden. Jegliche Verletzung oder sogar eine vermeintliche Verletzung dieser Regelungen und Richtlinien können schwerwiegende rechtliche, finanzielle und rufschädigende Konsequenzen und damit erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage der Erste Group haben.

**Änderungen in der Konsumentenschutzgesetzgebung sowie in der Anwendung und Auslegung solcher Gesetze können zu einer Beschränkung jener Gebühren und anderer Preise führen, welche die Erste Group für bestimmte Bankentransaktionen in Rechnung stellt und könnte es Konsumenten ermöglichen, einen Teil der bereits in der Vergangenheit bezahlten Gebühren und Zinsen zurückzufordern.**

Änderungen der Konsumentenschutzgesetze oder die Auslegung solcher Gesetze durch Gerichte oder Verwaltungsbehörden (z.B. der Fair Banking Act in Ungarn) könnten die Provisionen beschränken, die die Erste Group für bestimmte ihrer Produkte und Dienstleistungen verlangen darf, und daher zu geringeren Provisionserträgen führen. Darüber hinaus können, da neue Gesetze und Novellen zu bestehenden Gesetzen in manchen der zentral- und osteuropäischen Länder, in denen die Erste Group tätig ist, verabschiedet werden, um mit dem kontinuierlichen Wandel in den Marktwirtschaften Schritt zu halten, bestehende Gesetze und Verordnungen und Novellen dazu uneinheitlich angewendet werden oder restriktiver ausgelegt werden. Eine Reihe von Tochterunternehmen der Erste Group werden in einigen Ländern Zentral- und Osteuropas als Beklagte und/oder Beschuldigte in einer Reihe von Gerichts- und Verwaltungsverfahren geführt, die von einzelnen Kunden, Aufsichtsbehörden, Konsumentenschutzverbänden und -vereinen angestrengt wurden. Einige dieser Verfahren sind Sammelklagen. Die Verfahren stehen größtenteils in Zusammenhang mit Anschuldigungen, dass bestimmte vertragliche Bestimmungen, insbesondere im Hinblick auf Verbraucherkredite, zwingend anwendbares Konsumentenschutzrecht verletzen. Die Anschuldigungen hängen sowohl mit der Durchsetzbarkeit bestimmter Provisionen zusammen als auch vertraglichen Bestimmungen zur Anpassung von Zinssätzen und Wechselkursen. Darüber hinausgehende Änderung der Konsumentenschutzgesetze oder ihrer Interpretation durch Gerichte und Verwaltungsbehörden könnte die Fähigkeit der Erste Group, bestimmte Produkte und/oder Dienstleistungen anzubieten oder bestimmte Vertragsbestimmungen durchzusetzen beeinträchtigen und das Nettozinseinkommen der Erste Group reduzieren und negative Auswirkungen auf das Betriebsergebnis der Erste Group haben.

**Die Eingliederung von potentiellen zukünftigen Akquisitionen kann zu zusätzlichen Herausforderungen führen.**

Die Erste Group könnte zukünftig versuchen, Akquisitionen zur Unterstützung ihrer Unternehmensziele und als Ergänzung ihrer Geschäftsentwicklung in bestehenden und neuen Marktregionen zu tätigen. Solche strategische Geschäfte verlangen erhebliche Aufmerksamkeit der Unternehmensführung und erfordern den Einsatz finanzieller wie anderer Ressourcen der Erste Group, die sonst für das bestehende Geschäft verfügbar wären. Es kann möglicherweise länger dauern als erwartet, bis sich der Nutzen aus möglichen zukünftigen Akquisitionen verwirklicht und ein Nutzen kann auch gänzlich ausbleiben. Es kann nicht garantiert werden, dass die Erste Group ein zukünftiges Akquisitionsziel erfolgreich verfolgt, vollendet und integriert. Zusätzlich gibt es keine Sicherheit, dass die Erste Group alle gegenwärtigen und potentiellen Verbindlichkeiten der übernommenen Gesellschaft vor ihrer Akquisition erkennt. Jeder dieser Faktoren kann zu unerwarteten Verlusten im Anschluss an die Akquisition führen und kann erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Finanz- und Ertragslage der Erste Group haben.

**Risiken betreffend die Märkte, in denen Erste Group tätig ist**

**Der Austritt eines oder mehrerer Länder aus der Eurozone könnte unvorhersehbare Auswirkungen auf das Finanzsystem und die allgemeine Wirtschaftslage haben, was zu einem Rückgang der Geschäftstätigkeit, Abschreibungen und Verlusten für die Erste Group führen kann.**

Sollte ein Land der Eurozone zum Schluss kommen, dass es aus der Gemeinschaftswährung aussteigen muss, so könnte die damit verbundene Notwendigkeit der Einführung einer nationalen Währung und die Neuformulierung bestehender vertraglicher Verpflichtungen unvorhersehbare finanzielle, rechtliche, politische und gesellschaftliche Konsequenzen haben. Angesichts der engen Verflechtungen des Finanzsystems innerhalb der Eurozone und der Exposition der Erste Group gegenüber öffentlichen und privaten Geschäftspartnern in ganz Europa, kann diese nur eingeschränkt für solche unvorhersehbaren Umstände

vorausplanen, um das Risikopotential auf nicht-materielle Ebene zu beschränken. Wenn sich infolge des Austritts eines oder mehrerer Länder aus der Eurozone das gesamtwirtschaftliche Klima verschlechtert, könnten fast alle Geschäftsbereiche der Erste Group erheblich negativ beeinflusst werden.

Falls es den europäischen Entscheidungsträgern nicht gelingt, die europäische Staatsschuldenkrise langfristig einzudämmen, würde dies wahrscheinlich erheblich negative Auswirkungen auf die Ertrags- und Finanzlage der Erste Group haben, da die Erste Group im Fall der erneuten Verschlechterung des gesamtwirtschaftlichen Umfelds gezwungen sein könnte, Abschreibungen auf ihre öffentlichen Schuldtitel und andere Vermögenswerte vorzunehmen. Zusätzlich können ein oder mehrere Mitglieder der Eurozone aus der Gemeinschaftswährung austreten, was zur Wiedereinführung von einer oder mehrerer nationaler Währungen in diesen Ländern führen könnte. Es ist schwierig, die Auswirkungen eines solchen Ereignisses vorauszusehen und dies könnte, als Folge negativer Auswirkungen auf wirtschaftliche Tätigkeiten innerhalb und außerhalb der Eurozone, erhebliche negative Auswirkungen auf die Geschäftstätigkeit und die Zukunftsaussichten der Erste Group haben.

Die Verschlechterung des Marktes für öffentliche Schuldtitel in der Eurozone und in CEE, vor allem die steigenden Kreditkosten, von denen viele Länder der Eurozone zum Jahresende 2011 betroffen waren, und die Herabstufung der Kreditratings der meisten Staaten der Eurozone in den Jahren 2011 und 2012 zeigen, dass die Staatsschuldenkrise selbst die wirtschaftlich stabilsten Länder innerhalb der Eurozone beeinträchtigen kann. Obwohl die Kreditkosten von Staatsschulden in der Eurozone in Anfang des Jahres 2018 weiterhin tief sind, bleiben einige Zweifel bestehen, ob die von europäischen Entscheidungsträgern getroffenen Maßnahmen ausreichend gewesen sind, um eine Rückkehr der Schuldenkrise langfristig zu vermeiden. Insbesondere könnten potentielle Herabstufungen der Kreditratings von EU-Mitgliedstaaten die Effektivität des Europäischen Stabilitätsmechanismus ("**ESM**") gefährden. Da das Kreditrating des ESM auf den Kreditratings der sie finanzierenden Mitglieder beruht, kann eine Herabstufung der Kreditratings dieser Mitglieder die Fremdkapitalkosten des ESM derart erhöhen, dass ihre Fähigkeit, Mittel zur Unterstützung von Regierungen in der Eurozone zu beschaffen, eingeschränkt wird.

**Die Erste Group ist in Schwellenländern tätig, die schnelle wirtschaftliche oder politische Veränderungen erfahren können, was negative Auswirkungen auf ihre Finanz- und Ertragslage haben kann.**

Die Erste Group ist direkt und indirekt in Wachstumsmärkten in weiten Teilen von CEE aber auch teilweise in anderen Teilen der Welt tätig. In den letzten Jahren haben einige dieser Länder tiefgehende politische, wirtschaftliche und gesellschaftliche Veränderungen erfahren. Wachstumsmärkte haben typischerweise nicht die Wirtschaftsstrukturen oder die rechtlichen und regulativen Rahmenbedingungen, die es üblicherweise in reiferen, freien Marktwirtschaften gibt. Als Folge sind die Geschäfte der Erste Group den für Regionen, die schnelle politische, wirtschaftliche und gesellschaftliche Veränderungen durchlaufen, typischen Risiken ausgesetzt, wie beispielsweise (aber nicht ausschließlich) Währungsschwankungen, Devisenbeschränkungen, ein sich entwickelndes aufsichtsrechtliches Umfeld, Inflation oder Deflation, wirtschaftlicher Rezession, regionale Marktstörungen, Arbeitsunruhen oder sogar militärischen Auseinandersetzungen. Volkswirtschaftliche Ereignisse, wie Rezession, Deflation oder Hyperinflation, können zu höheren Ausfallquoten bei Kunden der Erste Group führen, was sich negativ auf die Vermögens-, Finanz- und Ertragslage der Erste Group auswirken würde. Politisch oder wirtschaftlich unsichere Verhältnisse, die sich entweder aus dem Eintritt dieser Risiken ergeben oder den Eintritt dieser Risiken verursachen, könnten den Markt für Produkte und Dienstleistungen der Erste Group negativ beeinflussen. Das jeweilige Risiko für die Erste Group unterscheidet sich erheblich von Land zu Land.

Der Konflikt im Donbass zwischen Russland und der Ukraine bleibt unverändert. Es gibt keinen bzw. sehr geringen Fortschritt mit dem Minsk-Abkommen. Sanktionen der EU gegen Russland wurden wieder Anfang des Jahres 2018 auf die kommende sechs Monate verlängert. Der Putschversuch in der Türkei im Sommer 2016 war ebenfalls ein negatives Kreditereignis. Seit damals gab es einige Herabstufungen des Staatenratings der Türkei, zuletzt im August 2018. Politische Risiken bleiben aufgrund des weiterhin herrschenden

Ausnahmestands, der Verschlechterung der Beziehungen zu wichtigen Partnern und Investoren in den USA und in der EU, der Beteiligung am syrischen Bürgerkrieg und dem Beginn der türkischen Präsidentschaftswahlen Ende Juni 2018 weiterhin hoch. Externe makroökonomische Ungleichgewichte der Türkei bleiben weiterhin hoch und ein konstanter Risikofaktor für die makroökonomische Stabilität der türkischen Wirtschaft.

**Zugesagte Mittel der EU könnten nicht freigegeben werden oder es könnten weitere Hilfsprogramme von der EU und/oder internationalen Kreditinstituten nicht verabschiedet werden.**

Zusätzlich zu Griechenland und Portugal wurden in manchen Ländern, in denen die Erste Group tätig ist (einschließlich Slowakei, Rumänien, Ungarn, Tschechische Republik und Kroatien), sowie in einem geringeren Ausmaß in EU-Beitrittskandidatenländern wie Serbien Geldmittel für Infrastruktur und andere Projekte in erheblicher Höhe durch die EU und durch internationale Kreditinstitute, darunter die Europäische Bank für Wiederaufbau und Entwicklung (*European Bank for Reconstruction and Development*, die "EBRD"), der Internationale Währungsfonds (IWF) und die Europäische Investitionsbank (EIB) zugesagt. Falls diese Mittel nicht oder nur teilweise oder verzögert freigegeben werden, da die Aufnahme dieser Mittel noch immer eine maßgebliche Herausforderung für die CEE Länder darstellt, oder falls keine weiteren Hilfsmittel durch die EU und die internationalen Geldgeber Institutionen verfügbar gemacht werden, könnte dies negative Auswirkungen auf die relevanten lokalen Volkswirtschaften haben was wiederum negative Auswirkungen auf die zukünftige Geschäftstätigkeit der Erste Group in den betreffenden Ländern haben könnte. Der Austritt Großbritanniens, dem zweitgrößten Nettozahler zum EU Budget, könnte zu einer wesentlichen Senkung des EU Budgets und daher der verfügbaren Mittel für solche Programme führen. Im nächsten EU Budgetzeitraum könnte die Ausschüttung aus EU Fonds an die Rechtsstaatlichkeit und/oder die Erfüllung von Flüchtlingsquoten durch aufnehmende Staaten gebunden sein. Solche Maßnahmen könnten deutlich geringere EU Zuschüsse für einige CEE Länder mindern, insbesondere für Ungarn und Polen, bedeuten.

**Der Verlust des Vertrauens der Kunden in das Geschäft der Erste Group oder in das Bankgeschäft allgemein könnte unerwartet hohe Abhebungen von Kundeneinlagen zur Folge haben, was wiederum erhebliche negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage und die Liquidität der Erste Group haben könnte.**

Die Verfügbarkeit der Kundeneinlagen der Erste Group zur Refinanzierung ihres Kreditportfolios und andere Vermögenswerte unterliegt Veränderungen, die außerhalb der Kontrolle der Erste Group liegen, wie etwa der Verlust des Vertrauens der Anleger in die Wirtschaft im Allgemeinen oder die Finanzdienstleistungsindustrie oder die Erste Group im Besonderen, Kreditrating-Herabstufungen, niedrige Zinssätze oder eine erhebliche Verschlechterung der wirtschaftlichen Bedingungen. Diese Faktoren könnten zukünftig zu einem beschränkten Zugriff der Erste Group auf die Einlagen ihrer Kunden als Refinanzierung zu angemessenen Bedingungen und zu einem anhaltenden Abfluss der Spareinlagen führen, was beides negative Auswirkungen auf die Möglichkeit der Erste Group, ihre Geschäftstätigkeit zu refinanzieren, hätte. Jeglicher Verlust des Kundenvertrauens in das Bankgeschäft der Erste Group oder in das Bankgeschäft im Allgemeinen könnte in kurzer Zeit die Höhe des Abflusses von Einlagen erheblich erhöhen. Abhebungen in ungewöhnlich hohem Ausmaß könnten erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group und ihre Zukunftsaussichten haben und unter extremen Umständen die Refinanzierung der Erste Group verhindern. Unter solchen extremen Umständen könnte die Erste Group nicht mehr in der Lage sein, ihre Geschäfte ohne zusätzliche finanzielle Unterstützung, die sie unter Umständen nicht erhalten wird, fortzuführen. Eine Veränderung der Refinanzierungsstruktur hin zu instabileren und teureren Finanzierungsquellen könnte ebenfalls zu höheren Anforderungen an Liquiditätsreserven führen und dementsprechend negative Auswirkungen auf die Nettozinserträge haben.

**Liquiditätsprobleme einiger CEE Länder könnten die gesamte CEE Region negativ beeinflussen und erheblich negative Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Erste Group haben.**

Einige Länder, in denen Erste Group tätig ist, könnten schwerwiegende Liquiditätsprobleme erfahren. In der Vergangenheit haben sich Rumänien und Serbien an internationale

Einrichtungen um Unterstützung gewandt und es könnten andere Länder der CEE Region gezwungen sein, das gleiche zu tun. Falls solche Liquiditätsprobleme auftreten, könnte dies erhebliche Folgen für die gesamte Region haben, und dazu führen, dass ausländische Kreditinstitute Mittel von ihren Zweigniederlassungen in der CEE Region abziehen, Aufsichtsbehörden den freien Transfer von Liquidität Beschränkungen unterwerfen und auf diese Weise die regionale Wirtschaft schwächen, Kunden der Erste Group, die bei verschiedenen Kreditinstituten Kredite haben, beeinträchtigen und die Liquiditätsposition der Erste Group schwächen. Dies könnte auch zu einem Anstieg der Zahlungsausfälle in allen Bereichen der Wirtschaft oder der Kunden der Erste Group führen und folglich negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, Finanz- und die Ertragslage der Erste Group haben.

**Regierungen von Ländern, in denen die Erste Group tätig ist, könnten auf die Finanz- und Wirtschaftskrise mit erhöhtem Protektionismus, Verstaatlichungen oder ähnlichen Maßnahmen reagieren.**

Regierungen von Ländern, in denen Erste Group tätig ist, könnten verschiedene protektionistische Maßnahmen treffen, um ihre Volkswirtschaften, ihre Währungen oder Steuereinnahmen zu schützen, wie unter anderem:

- Die Konvertierung von Krediten in ausländischer Währung, wie etwa EUR, USD oder CHF, in nationale Währungen mitunter zu fixen Zins- und/oder Wechselkursen unterhalb des Marktwerts zu erzwingen, wie dies zum Beispiel in Ungarn passiert ist, oder die Übernahme von Krediten durch staatlichen Einrichtungen zu zulassen, was zu einer Wertminderung solcher Kredite führen kann;
- die Beschränkungen der Rückführung von Gewinnen in Heimatstaaten (entweder durch die Zahlung von Dividenden an ihre Muttergesellschaften oder in anderer Weise) oder Beschränkungen der Devisenausfuhr;
- die Beschränkung der Höhe der Zinssätze oder Provisionen, die verrechnet werden dürfen oder sonstiger Bedingungen;
- die Untersagung von Auslandsüberweisungen für Kreditinstitute, die staatliche Unterstützung erhalten (z.B. Kredite, die Kreditinstitute von Staaten eingeräumt wurden oder durch staatliche Garantien gedeckt sind);
- die Einführung oder Erhöhung von Bankensteuern oder Gesetzen, die Abgaben auf Finanztransaktionen oder Einkommen aus Bankdienstleistungen erheben, oder die Ausweitung solcher, zuvor vorübergehend, eingeführten Maßnahmen;
- die Verstaatlichung regionaler Kreditinstitute, mit oder ohne Entschädigung, um den Bankensektor und die Wirtschaft zu stabilisieren; und
- die Einschränkung der Enteignung von Sicherheiten auf notleidende Darlehen.

Alle diese oder ähnliche staatliche Handlungen könnten erhebliche negative Auswirkungen auf die Geschäftstätigkeit, die Vermögens-, Finanz- und Ertragslage der Erste Group haben.

**Die Erste Group könnte negativ durch langsames Wachstum oder Rezession im Bankensektor, in dem die Erste Group tätig ist, sowie langsamere Expansion der Eurozone und der EU beeinflusst werden.**

Das Wachstum des Bankensektors in einigen Ländern, in denen die Erste Group tätig ist, war in den letzten Jahren stark. Da sich aber die Wirtschaft in den CEE Ländern, insbesondere in der Tschechischen Republik und in der Slowakei, entwickelt, kann erwartet werden, dass sich das Wachstum im Bankensektor in diesen Regionen mittelfristig verlangsamt. Von den Ländern, in denen die Erste Group wesentliche Geschäftsstellen hat, sind die Tschechische Republik, Ungarn, die Slowakei und Slowenien 2004, Rumänien 2007 und Kroatien im Juli 2013 der EU beigetreten. Das Wirtschaftswachstum in dieser Region könnte in den nächsten Jahren durch die anhaltenden Auswirkungen der letzten Finanzkrise und Rezession wie auch durch die verlangsamte Expansion der Eurozone und der EU und durch zunehmende Einschränkungen des EU Budgets weiter eingeschränkt sein, was zu einer Reduktion diverser Subventionen in CEE Ländern führen kann. Zusätzlich könnten gesetzliche,



steuerliche und währungspolitische Regelungen der EU die Möglichkeiten von Ländern, auf wirtschaftliche Rahmenbedingungen zu reagieren, einschränken. Weiters wird erwartet, dass einige dieser Länder ihre Steuern und Abgaben entsprechend der EU Standards erhöhen oder neue Steuern einführen, um die soziale Absicherung Arbeitsloser und anderer, die durch den Wirtschaftsabschwung betroffen sind, zu gewährleisten und um die öffentliche Finanzwirtschaft nachhaltig zu stärken, was ebenso die Wachstumsraten einschränken könnte.

**Die Rechtssysteme und Verfahrensgarantien sind in vielen CEE Staaten und besonders in den osteuropäischen Staaten noch nicht voll entwickelt.**

In einigen Märkten, in denen die Erste Group tätig ist, sind die Rechts- und Justizsysteme weniger entwickelt als jene von anderen europäischen Staaten. Das Unternehmensrecht, Wettbewerbsrecht, Wertpapierrecht, Gesellschaftsrecht, Insolvenzrecht und andere Rechtsbereiche in diesen Staaten waren und werden weiterhin ständigen Veränderungen unterliegen, weil neue Gesetze verabschiedet werden, um den Anschluss an den Übergang zu einer Marktwirtschaft nicht zu verlieren. In dieser Hinsicht können die Gesetze einiger Rechtsordnungen, in denen die Erste Group tätig ist, nicht so günstig für die Interessen der Investoren sein wie die Gesetze der westeuropäischen Staaten oder anderer Rechtsordnungen, mit denen potentielle Investoren vertraut sein können. In einigen Staaten, in denen die Erste Group tätig ist, können bestehende Gesetze und Bestimmungen uneinheitlich angewendet werden oder sie können auf eine restriktive und unwirtschaftliche Weise ausgelegt werden. Unter gewissen Umständen ist es vielleicht nicht möglich, in diesen Ländern rechtzeitig Rechtsmittel zu erwirken. Die relativ begrenzte Erfahrung einer erheblichen Anzahl von Richtern und Staatsanwälten, die in diesen Märkten, insbesondere in Hinblick auf Fragen des Wertpapierrechts, tätig sind, und eine Reihe von Fragen in Bezug auf die Unabhängigkeit der Justiz kann zu unbegründeten Entscheidungen oder zu Entscheidungen auf Grundlage von Erwägungen führen, die keine Grundlage im Gesetz finden. Darüber hinaus kann die Klärung von Fällen in den Rechtssystemen einiger Märkte, in denen die Erste Group tätig ist, manchmal zu sehr erheblichen Verzögerungen führen. Dieser Mangel an Rechtssicherheit und die Unfähigkeit, wirksame Rechtsmittel rechtzeitig zu erwirken, kann sich negativ auf das Geschäft der Erste Group auswirken.

**In bestimmten CEE Ländern könnte geltendes Insolvenzrecht oder andere Gesetze und Verordnungen betreffend Gläubigerrechte die Möglichkeit der Erste Group, Zahlungen für Kreditausfälle zu erhalten, beschränken.**

Gesetze zum Insolvenzrecht und andere Gesetze und Verordnungen betreffend Gläubigerrechte sind in den Ländern in der CEE Region unterschiedlich. In manchen Ländern gewährleisten die Gesetze weit geringeren Gläubigerschutz als die Insolvenzrechtssysteme in Westeuropa. Zusätzlich ist es oft schwierig, sämtliche Vermögensgegenstände eines zahlungsunfähigen Schuldners im CEE Raum aufzufinden. Lokale Mitglieder der Erste Group hatten zeitweise erhebliche Schwierigkeiten, Zahlungen auf Forderungen in Bezug auf Kredite oder diesen zugrundeliegenden Sicherheiten, zu erhalten, die sie an Personen vergeben hatten, die in der Folge Insolvenz angemeldet haben. Im Fall eines weiteren wirtschaftlichen Abschwunges könnten sich diese Probleme infolge von Veränderungen der Gesetze oder Verordnungen, die die Auswirkungen des wirtschaftlichen Abschwunges auf private oder unternehmerische Kreditnehmer beschränken sollen, weiter verschärfen. Falls diese Probleme weiter bestehen oder sich verstärken, könnten sie einen erheblich negativen Einfluss auf die Geschäftstätigkeit, die Vermögens-, Finanz- und Ertragslage der Erste Group haben.

**Die Erste Group könnte verpflichtet werden, an staatlichen Förderungsprogrammen für Kreditinstitute teilzunehmen oder diese und andere staatliche Konsolidierungsprogramme, durch Einführung von Bankensteuern oder anderer Abgaben, zu finanzieren.**

Falls ein großes Kreditinstitut oder ein anderes Finanzinstitut in Österreich oder in einem CEE Markt, in dem die Erste Group eine maßgebliche Geschäftstätigkeit betreibt, erhebliche Liquiditätsprobleme erleidet oder riskiert, mit seinen Zahlungen in Verzug zu kommen, oder in anderer Weise riskiert, Insolvenz anzumelden, könnte eine Regierung die Erste Group oder ein Mitglied der Erste Group dazu verpflichten, finanzielle Mittel zur Verfügung zu stellen oder

andere Garantien zu gewährleisten, um den weiteren Fortbestand einer solchen Institution zu sichern. Das könnte die Erste Group oder eine ihrer Tochtergesellschaften dazu verpflichten, finanzielle Mittel einer solchen Hilfsmaßnahme zuzuführen anstatt diese Mittel dazu zu verwenden, andere Geschäftstätigkeiten weiter voranzutreiben, die wirtschaftlich produktiver wären, was wiederum nachteilige Auswirkungen auf die Geschäftstätigkeit, die Ertrags- und Finanzlage der Erste Group haben könnte.

## **Für die Einschätzung der mit dem unter diesem Programm begebenen Zertifikate wesentliche Faktoren**

**Potenzielle Wertpapierinhaber der Zertifikate, die Gegenstand des Prospekts und der Endgültigen Bedingungen sind, sollten die nachfolgend beschriebenen Risikofaktoren, die für die Beurteilung der mit den Zertifikaten verbundenen Risiken wesentlich sind, bei ihrer Investitionsentscheidung berücksichtigen und diese Entscheidung nur auf der Grundlage des gesamten Prospekts und der Endgültigen Bedingungen treffen.**

**Keine Person sollte die Zertifikate erwerben, ohne eine genaue Kenntnis der Funktionsweise des jeweiligen Zertifikats zu besitzen und sich des Risikos eines möglichen Verlusts bewusst zu sein. Jeder potenzielle Wertpapierinhaber sollte genau prüfen, ob für ihn unter den gegebenen Umständen und vor dem Hintergrund seiner persönlichen Verhältnisse und Vermögenssituation eine Anlage in die Zertifikate geeignet ist.**

Die in diesem Dokument enthaltenen Risikofaktoren gliedern sich in die nachfolgend angegebenen Unterabschnitte auf:

- Allgemeine Risikofaktoren
- Risikofaktoren in Bezug auf bestimmte Arten von Zertifikaten
- Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten
- Risikofaktoren in Bezug auf Interessenkonflikte

### **Allgemeine Risikofaktoren**

**Die Zertifikate sind risikoreiche Instrumente der Vermögensanlage. Im Vergleich zu anderen Kapitalanlagen ist bei ihnen das Risiko von Verlusten – bis hin zum Totalverlust des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten – hoch; die Zertifikate werfen, soweit nicht ausdrücklich vorgesehen, keinen laufenden Ertrag ab.**

Die Zertifikate sind handelbare Wertpapiere, die Wertpapierinhabern die Möglichkeit bieten, an der Wertentwicklung eines bestimmten Basiswerts zu partizipieren, ohne den Basiswert erwerben zu müssen. Soweit in diesem Abschnitt "*Für die Einschätzung der mit dem unter dem Programm begebenen Zertifikate wesentliche Faktoren*" verwendet, gelten Bezugnahmen auf den Basiswert gegebenenfalls auch als Bezugnahme auf seine Bestandteile.

In den Zertifikaten ist das Recht der Wertpapierinhaber auf Zahlung eines Auszahlungsbetrags bei Fälligkeit der Wertpapiere verbrieft. Die Ausgabe einzelner effektiver Wertpapiere ist hingegen ausgeschlossen.

Die Berechnung des Auszahlungsbetrags ist bei den vorliegenden Zertifikaten grundsätzlich von der Kursentwicklung (die sog. "**Performance**") eines Basiswerts während der Laufzeit der Zertifikate abhängig.

Zwischen dem wirtschaftlichen Wert der Zertifikate und dem wirtschaftlichen Wert des Basiswerts besteht daher ein Zusammenhang. Der Marktpreis des Zertifikats sinkt

regelmäßig (d.h. unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Marktpreisbildung von Wertpapieren maßgeblicher Faktoren) dann, wenn der Kurs des Basiswerts fällt. Die Zertifikate können jedoch – im Fall von Reverse-Strukturen – auch so ausgestaltet sein, dass ein Zertifikat (unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Preisbildung von Wertpapieren maßgeblicher Faktoren) dann an Wert verliert, wenn der Kurs des Basiswerts steigt, so zum Beispiel bei Reverse Bonus Zertifikaten.

Die Berechnung des Auszahlungsbetrags wird grundsätzlich auf Basis eines Referenzpreises, des Bezugsverhältnisses, und gegebenenfalls weiterer Ausstattungsmerkmale berechnet. Das Bezugsverhältnis gibt hierbei an, auf wie viele Einheiten des Basiswerts sich ein Zertifikat bezieht. Das Bezugsverhältnis lässt sich durch eine Dezimalzahl ausdrücken, sodass ein Bezugsverhältnis von z.B. 0,01 angibt, dass sich ein Zertifikat auf ein Hundertstel einer Einheit des Basiswerts bezieht.

Ein Zertifikat verbrieft keinen Anspruch auf Dividendenzahlung und keinen Anspruch auf Zinszahlung und wirft daher keinen laufenden Ertrag ab. Mögliche Marktpreisverluste des Zertifikats können daher regelmäßig nicht durch laufende Erträge des Zertifikats kompensiert werden.

**Zertifikate mit einem Partizipationsfaktor beinhalten das Risiko, dass Wertpapierinhaber an Wertveränderungen des Basiswerts unterproportional bzw. überproportional partizipieren.**

Bei Anwendbarkeit eines Partizipationsfaktors partizipiert der Wertpapierinhaber an der Kursentwicklung des Basiswerts in Höhe eines bestimmten Faktors. Je nach Ausstattung der Zertifikate kann ein von eins (1) abweichender Partizipationsfaktor bewirken, dass der Wertpapierinhaber, vorbehaltlich der Wertbeeinflussung durch weitere Ausstattungsmerkmale, an Wertveränderungen des Basiswerts unterproportional bzw. überproportional partizipiert.

**Die Zertifikate könnten keine Liquidität aufweisen oder der Markt für solche Zertifikate könnte eingeschränkt sein, wodurch der Marktpreis der Zertifikate oder die Möglichkeit der Wertpapierinhaber, diese zu veräußern, negativ beeinflusst werden könnte.**

Sofern nicht anders von der Emittentin an die Käufer der Zertifikate mitgeteilt oder soweit die Regelungen einer Börse, an der die Zertifikate gelistet und zum Handel zugelassen sind, die zur Verfügung Stellung von Liquidität in Bezug auf die Zertifikate erfordern, können die Zertifikate keine Liquidität aufweisen oder der Markt für solche Zertifikate limitiert sein und dadurch den Wert der Zertifikate oder die Möglichkeit der Wertpapierinhaber diese zu veräußern negativ beeinflussen.

Die Emittentin ist nicht verpflichtet, Preise für die Zertifikate zu stellen oder die Zertifikate zurück zu kaufen. Sollte die Emittentin Preise für die Zertifikate stellen, kann sie dies jederzeit, ohne eine Vorabankündigung, wieder einstellen. Käufer der Zertifikate sollten daher nicht voraussetzen, dass die Zertifikate während ihrer Laufzeit zu einer bestimmten Zeit und zu einem bestimmten Preis verkauft werden können. Die Emittentin ist nicht verpflichtet, die Quotierung von Geld- oder Briefkursen der Zertifikate, die für etwaige Käufer der Zertifikate vorteilhaft wären, vorzunehmen. Auch wenn ein Antrag auf Zulassung zum Handel der unter dem Prospekt emittierten Zertifikate an einer Börse gestellt wird, gibt es keine Garantie, dass ein solcher Antrag akzeptiert wird und sich ein aktiver Handel entwickelt. Dementsprechend gibt es keine Zusicherung für die Entwicklung oder die Liquidität eines Handelsmarktes für ein bestimmtes Zertifikat. Die Emittentin übernimmt keine Verantwortung oder Verpflichtung gegenüber den Käufern der Zertifikate, dass sich ein Handelsmarkt entwickelt oder dieser liquide ist.

**Wertpapierinhaber sollten beachten, dass Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts den Wert des Zertifikats überproportional bis hin zur Wertlosigkeit mindern können, und dass bei Zertifikaten mit Laufzeitbegrenzung nicht darauf vertraut werden sollte, dass sich der Marktpreis des Zertifikats rechtzeitig wieder erholen wird.**

Die Preisbildung der Zertifikate orientiert sich während ihrer Laufzeit an verschiedenen Faktoren. Neben der Laufzeit der Zertifikate gehört hierzu insbesondere die Bonität der Emittentin.

Die Zertifikate können während ihrer Laufzeit außerbörslich und/oder börslich gehandelt werden. Die Preisbildung der Zertifikate orientiert sich aber im Gegensatz zu den meisten anderen Wertpapieren nicht an dem Prinzip von Angebot und Nachfrage, da die Emittentin oder eine dritte Partei in ihrer Funktion als Market-Maker im Sekundärmarkt eigenständig berechnete An- und Verkaufspreise für die Zertifikate stellen wird (jedoch ohne hierzu, gesetzlich oder anderweitig verpflichtet zu sein).

Die Preisberechnung durch den Market-Maker wird auf der Basis von internen Preisberechnungsmodellen vorgenommen, wobei der theoretische Wert der Zertifikate grundsätzlich aufgrund des Werts des Basiswerts und anderer veränderlicher Parameter ermittelt wird. Zu den anderen Parametern können unter anderem derivative Komponenten, erwartete Erträge aus dem Basiswert (z.B. Dividenden), Zinssätze, die Volatilität des Basiswerts und die Angebots- und Nachfragesituation für Hedging-Instrumente.

Es ist zu beachten, dass Kursänderungen (oder auch schon das Ausbleiben einer erwarteten Kursänderung) des Basiswerts den Marktpreis des Zertifikats überproportional bis hin zur Wertlosigkeit mindern können. Insbesondere kann bei Zertifikaten mit Laufzeitbegrenzung angesichts der begrenzten Laufzeit der Zertifikate nicht darauf vertraut werden, dass sich der Marktpreis des Zertifikats rechtzeitig wieder erholen wird. Es besteht dann das Risiko des teilweisen oder vollständigen Verlusts des eingesetzten Kapitals einschließlich der aufgewendeten Transaktionskosten. Dieses Risiko besteht unabhängig von der finanziellen Leistungsfähigkeit der Emittentin.

**Die Wertentwicklung der Zertifikate ist an die Wertentwicklung des Basiswerts gekoppelt, welche wiederum durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes, beeinflusst wird - jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Marktpreis der Zertifikate negativ beeinflussen.**

Die Zertifikate beziehen sich auf einen Basiswert. Die Wertpapierinhaber sind dementsprechend der Entwicklung des Basiswerts ausgesetzt. Der Kurs bzw. der Marktpreis des Basiswerts kann im Laufe der Zeit unvorhersehbaren Schwankungen unterliegen, wobei die Höhe dieser Schwankungen als "Volatilität" bezeichnet wird. Die Volatilität eines Basiswerts kann durch nationale und internationale finanzielle, politische, militärische oder wirtschaftliche Ereignisse, einschließlich staatlicher Maßnahmen, oder durch Aktivitäten der Teilnehmer des relevanten Marktes beeinflusst werden. Jedes dieser Ereignisse bzw. jede dieser Aktivitäten kann den Marktpreis der Zertifikate nachteilig beeinflussen. Aus der Volatilität lässt sich die Richtung des Kurses oder des Preises nicht ableiten, für einen Basiswert mit höherer Volatilität ist es jedoch wahrscheinlicher, dass er öfter und/oder in größerem Ausmaß an Wert zunimmt oder verliert, als ein Basiswert mit geringerer Volatilität.

Für Information über Risiken im Zusammenhang mit dem Basiswert siehe auch unten im Abschnitt "Risikofaktoren im Hinblick auf bestimmte Arten von Basiswerten".

**Hat der Basiswert einen Bezug zu Schwellenländern, muss ein Wertpapierinhaber mit erheblichen politischen und wirtschaftlichen Unsicherheiten rechnen, die erheblichen Einfluss auf die Marktpreisentwicklung der Zertifikate haben können.**

Investments in sogenannte Schwellenländer beinhalten neben den allgemeinen mit der Anlage in den jeweiligen Basiswert verbundenen Risiken zusätzliche Risikofaktoren. Hierzu gehören die instabile wirtschaftliche Lage, hohe Inflation, erhöhte Währungsrisiken sowie politische und rechtliche Risiken. Politische und wirtschaftliche Strukturen in den

Schwellenländern können beachtlichen Umwälzungen und rapiden Entwicklungen unterliegen, und diesen Ländern kann es, im Vergleich zu weiter entwickelten Ländern, an sozialer, politischer und wirtschaftlicher Stabilität fehlen. Insbesondere besteht ein erhöhtes Risiko der Währungsfuktuation. Die Instabilität dieser Länder kann u.a. durch autoritäre Regierungen oder die Beteiligung des Militärs an politischen und wirtschaftlichen Entscheidungsprozessen verursacht werden. Hierzu gehören auch mit verfassungsfeindlichen Mitteln erzielte oder versuchte Regierungswechsel, Unruhen in der Bevölkerung verbunden mit der Forderung nach verbesserten politischen, wirtschaftlichen und sozialen Bedingungen, feindliche Beziehungen zu Nachbarländern oder Konflikte aus ethnischen, religiösen oder rassistischen Gründen.

Zudem besteht die Möglichkeit der Restriktionen gegen ausländische Anleger, der Zwangseignung von Vermögenswerten, der beschlagnahmenden Besteuerung, der Beschlagnahme oder Verstaatlichung ausländischer Bankguthaben oder anderer Vermögenswerte, der Einrichtung von Devisenkontrollen oder von anderen nachteiligen Entwicklungen, die den Erfolg eines Investments in solchen Ländern beeinträchtigen können. Solche Beeinträchtigungen können unter Umständen für einen längeren Zeitraum, d.h. Monaten oder auch Jahre, andauern. Jede dieser Beeinträchtigungen kann eine so genannte Marktstörung im Hinblick auf die Zertifikate zur Folge haben, unter anderem mit der Folge, dass in diesem Zeitraum keine Preise für die von der Marktstörung betroffenen Zertifikate gestellt werden.

Die geringe Größe und mangelnde Erfahrung auf den Wertpapiermärkten in bestimmten Ländern und das begrenzte Handelsvolumen mit Wertpapieren kann dazu führen, dass ein zu Grunde liegender Basiswert illiquide bzw. deutlich volatiler ist als Basiswerte in besser etablierten Märkten. Es ist möglich, dass kaum Finanz- oder Bilanzinformationen zu den Emittenten vor Ort zur Verfügung stehen und es kann dementsprechend schwierig sein, den Wert bzw. die Aussichten der zu Grunde liegenden Basiswerte zu bewerten.

Sofern der Basiswert der Zertifikate in lokaler Währung notiert, also nicht gegenüber dem Euro gesichert ist, besteht zudem ein erhöhtes Währungsrisiko. Die Währungswechselkurse in Schwellenländern unterliegen erfahrungsgemäß besonders hohen Schwankungen. Dies kann dazu führen, dass sich der Wert des Produkts erheblich negativ entwickelt, obwohl der Wert des Basiswerts während der Laufzeit des Produkts im Wesentlichen unverändert geblieben ist oder sich sogar positiv entwickelt hat. Hierdurch kann ein Teil oder auch die gesamte Kursentwicklung des Basiswerts durch Währungsverluste aufgezehrt werden und sogar eine negative Kursentwicklung eintreten.

**Falls Auszahlungen auf die Zertifikate in einer Währung vorgenommen werden, die sich von der Währung des Basiswerts unterscheidet und solche Zertifikate keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko der Wertpapierinhaber auch von der Entwicklung der Referenzwährung des Basiswerts gegenüber der Währung der Zertifikate ab, welche nicht vorhersehbar ist. Ein Währungsrisiko für den Wertpapierinhaber besteht auch dann, wenn das Konto des Wertpapierinhabers, dem der Auszahlungsbetrag gutgeschrieben wird, in einer von der Währung des Zertifikates abweichenden Währung geführt wird.**

Falls Auszahlungen auf die Zertifikate in einer Währung (der sogenannten "**Auszahlungswährung**") vorgenommen werden, die sich von der Währung des Basiswerts (der sogenannten "**Referenzwährung**") unterscheidet und solche Wertpapiere keine "Quanto" Funktion aufweisen, hängt das Verlustrisiko der Wertpapierinhaber nicht allein von der Entwicklung des Basiswerts ab, sondern auch von der Entwicklung der Referenzwährung, welche nicht vorhersehbar ist. Wertpapierinhaber sollten beachten, dass Währungswechselkurse hoch volatil sind, dies immer schon waren und von Angebots- und Nachfragefaktoren auf den internationalen Devisenmärkten bestimmt werden, welche wiederum von volkswirtschaftlichen Faktoren wie zum Beispiel unterschiedlichen Inflationsraten der betroffenen Länder, Zinsunterschiede der jeweiligen Länder, wirtschaftliche Prognosen, Währungskonvertibilität und Sicherheit für Finanzinvestments in die betroffene Währung, internationale politische Faktoren oder Spekulationen und Maßnahmen von Regierungen und Zentralbanken (zum Beispiel währungspolitische Kontrollen oder Steuern, einführen neuer Währungen um derzeitige Währungen abzulösen, Veränderung des

Wechselkurses oder Wechseleigenschaften durch Abwertung oder Neubewertung einer Wahrung oder Einfuhrung von Devisenkontrollen in Bezug auf den Austausch oder die Ubertragung von einer bestimmten Wahrung, dass sich auf die Wechselkurse auswirken wurde, sowie der Verfugbarkeit einer bestimmten Wahrung) beeinflusst werden. Wechselkursschwankungen zwischen der heimischen Wahrung eines Erwerbers und der Auszahlungswahrung, d.h. der jeweiligen Wahrung, auf die der Auszahlungsbetrag der Zertifikate lautet, kann sich auf Erwerber auswirken, die Gewinne oder Verluste durch Ausubung oder dem Verkauf von Zertifikaten in ihre Heimatwahrung konvertieren mochten.

Wenn ein Basiswert nicht in der Auszahlungswahrung bestimmt wird und zur gleichen Zeit nur die Wertentwicklung des Basiswerts in der Referenzwahrung fur die Auszahlung der Wertpapiere relevant ist, werden diese Wertpapiere als wahrungsgeschutzt oder Wertpapiere mit einer "Quanto" Funktion bezeichnet. Falls diese Funktion zur Anwendung kommt, hangt die Rendite der Zertifikate nur von der Entwicklung des Basiswerts (in der jeweiligen Referenzwahrung) ab und jede Bewegung des Wechselkurses zwischen der Referenzwahrung und der Auszahlungswahrung wird nicht berucksichtigt. Dementsprechend bedeutet die Anwendung einer "Quanto" Funktion, dass die Kaufer solcher Zertifikate nicht den Vorteil der Bewegungen im Wechselkurs zwischen der Referenzwahrung und der Auszahlungswahrung haben, die sonst, ohne die Anwendung einer solchen "Quanto" Funktion, den Preis der Zertifikate oder des zu zahlenden Auszahlungsbetrags am Ende der Laufzeit erhohen wurde. Daruber hinaus konnen Bewegungen in dem relevanten Wechselkurs indirekt Einfluss auf den Preis des Basiswerts haben, was wiederum einen negativen Einfluss auf die Rendite der Zertifikate haben kann.

Ein Wahrungsrisiko besteht auch dann, wenn das Konto des Wertpapierinhabers, dem ein geschuldeter Auszahlungsbetrag gutgeschrieben werden soll, in einer von der Auszahlungswahrung des Zertifikates abweichenden Wahrung gefuhrt wird und eine Umrechnung des mageblichen Betrags in die jeweilige Wahrung des Kontos stattfindet. Im Fall einer ungunstigen Entwicklung des mageblichen Wechselkurses vermindert sich der uberwiesene Betrag entsprechend.

Anleger sollten beachten, dass in der Vergangenheit durch Absprachen zwischen Marktteilnehmern die Festlegungen von Wechselkursen manipuliert worden sind. Die Emittentin kann nicht ausschlieen, dass es auch zukunftig Manipulationen bei der Festlegung von Wechselkursen geben kann, was sich negativ auf den jeweiligen Wechselkurs und entsprechend negativ auf die Zertifikate auswirken kann (siehe dazu auch den Risikofaktor "*Risiken im Hinblick auf die Regulierung und Reform von "Referenzwerten", einschlielich des LIBOR, EURIBOR und weiterer Zinssatz-, Aktien-, Rohstoff-, oder Devisenreferenzwerten und weiterer Arten von Referenzwerten.*").

**Wertpapierinhabern sollte bewusst sein, dass sie eventuell nicht in der Lage sein werden, sich gegen Risiken aus den Zertifikaten abzusichern.**

Wertpapierinhaber konnen nicht darauf vertrauen, dass sie wahrend der Laufzeit der Zertifikate Geschafte abschlieen konnen, durch die sie ihre anfanglichen Risiken ausschlieen oder einschranken konnen; dies hangt von den Marktverhaltnissen und den jeweils zugrundeliegenden Bedingungen ab. Unter Umstanden konnen solche Geschafte nur zu einem fur den Wertpapierinhaber ungunstigen Marktpreis getagtigt werden, so dass fur ihn ein entsprechender Verlust entsteht.

**Eine Kreditfinanzierung des Erwerbs von Zertifikaten erhohet die maximal mogliche Hohe eines Verlusts erheblich.**

Wenn Wertpapierinhaber den Erwerb von Zertifikaten mit Kredit finanzieren, mussen sie beim Nichteintritt ihrer Erwartungen nicht nur den eingetretenen Verlust hinnehmen, sondern auch den Kredit verzinsen und zuruckzahlen. Dadurch erhohet sich das Verlustrisiko der Wertpapierinhaber erheblich. Wertpapierinhaber sollten daher nicht darauf setzen, den Kredit aus Ertragen eines Zertifikats verzinsen oder zuruckzahlen zu konnen. Vielmehr mussen sie vorher ihre wirtschaftlichen Verhaltnisse dahingehend prufen, ob sie zur Verzinsung und gegebenenfalls kurzfristigen Tilgung des Kredits auch dann in der Lage sind, wenn statt der erwarteten Ertrage Verluste eintreten.

**Absicherungsgeschäfte der Emittentin können den Marktpreis der Zertifikate für den Anleger nachteilig beeinflussen.**

Die Emittentin kann während der Laufzeit der Zertifikate zu einem beliebigen Zeitpunkt auf einem Markt oder durch jedes andere öffentliche oder nicht-öffentliche Geschäft Zertifikate kaufen oder verkaufen. Die Emittentin handelt die Zertifikate und Basiswerte im Rahmen ihrer üblichen Geschäftstätigkeit und sichert sich teilweise oder vollständig gegen finanzielle Risiken, die mit den Zertifikate verbunden sind, durch den Abschluss von Absicherungsverträgen bezüglich dieser Basiswerte ab.

Absicherungsaktivitäten der Emittentin können sowohl den Kurs der Basiswerte auf dem Markt als auch den Marktpreis der Zertifikate und/oder den von den Wertpapierinhabern zu erhaltenden Auszahlungsbetrag beeinflussen. Ein solches Geschäft kann bestimmte relevante Kursschwellen (z.B. die Barriere) auslösen, die den Preis der Zertifikate für den Wertpapierinhaber nachteilig beeinflussen können.

Die Emittentin ist nicht dazu verpflichtet, die Wertpapierinhaber über derartige Verkäufe oder Käufe oder andere Ereignisse (zum Beispiel den Abschluss von Absicherungsverträgen), die Einfluss auf die Entwicklung des Marktpreises der Zertifikate und/oder des Preises der Basiswerte haben können, zu informieren, es sei denn, gesetzliche Regelungen machen dies erforderlich. Es ist daher erforderlich, dass sich die Wertpapierinhaber selbständig über die Entwicklung des Marktpreises der Zertifikate und des Preises der Basiswerte informieren.

**Nebenkosten auf gegebenenfalls zu erwartende Erträge verringern den Gewinn der Wertpapierinhaber.**

Gebühren und andere Transaktionskosten, die beim Kauf oder Verkauf von Zertifikaten anfallen, vermindern die Chancen der Wertpapierinhaber, mit dem Erwerb des Zertifikats einen Gewinn zu erzielen. Bei einem niedrigeren Anlagebetrag fallen feste Kosten stärker ins Gewicht. Wertpapierinhaber sollten sich deshalb bereits vor Erwerb eines Zertifikats über alle beim Kauf oder Verkauf des Zertifikats anfallenden Kosten informieren.

**Wertpapierinhaber sind dem Risiko einer falschen Einschätzung der Liquidität der Zertifikate aufgrund des Emissionsvolumens der Zertifikate ausgesetzt.**

Die in den anwendbaren Endgültigen Bedingungen angegeben Angebotsgröße entspricht dem Maximalbetrag der angebotenen Zertifikate, lässt aber keinen Rückschluss auf das Volumen der jeweiligen, effektiv emittierten und bei einem Zentralverwahrer hinterlegten Zertifikate zu. Dieses Volumen richtet sich nach den Marktverhältnissen und kann sich während der Laufzeit der Zertifikate verändern. Wertpapierinhaber sollten daher beachten, dass auf Grundlage der in den anwendbaren Endgültigen Bedingungen angegebenen Angebotsgröße keine Rückschlüsse auf die Liquidität der Zertifikate im Sekundärmarkt möglich sind.

**Marktstörungen, Anpassungsmaßnahmen und Kündigungsrechte können negative Auswirkungen auf die Rechte der Wertpapierinhaber haben.**

Das Eintreten oder Vorliegen von Marktstörungen wird nach Maßgabe der Zertifikatsbedingungen festgestellt. Marktstörungen können den Marktpreis der Zertifikate beeinflussen und die Rückzahlung der Wertpapiere verzögern.

Anpassungsmaßnahmen werden nach Maßgabe der Zertifikatsbedingungen vorgenommen. Im Fall von Anpassungsmaßnahmen bezüglich des Basiswerts kann nicht ausgeschlossen werden, dass sich die einer Anpassungsmaßnahme zugrunde liegenden Einschätzungen im Nachhinein als unzutreffend erweisen und sich die Anpassungsmaßnahme später als für den Wertpapierinhaber unvorteilhaft herausstellt und der Wertpapierinhaber durch die Anpassungsmaßnahme wirtschaftlich schlechter gestellt wird, als er vor einer Anpassungsmaßnahme stand oder durch eine andere Anpassungsmaßnahme stehen würde.

Der Emittentin kann darüber hinaus im Fall des Vorliegens von bestimmten Umständen ein Recht zur außerordentlichen Kündigung zustehen. Im Falle der Ausübung des Kündigungsrechts wird die Emittentin die Zertifikate zu einem nach billigem Ermessen bestimmten angemessenen Marktpreis zurückzahlen. Im Fall einer außerordentlichen Kündigung besteht kein Anspruch auf Zahlung eines für das ordentliche Laufzeitende auf

Basis einer Rückzahlungsformel zu berechnenden Betrags oder eines festgelegten unbedingten Mindestbetrags. Der Kündigungsbetrag kann null betragen. Es besteht in diesem Fall ein Wiederanlagerisiko, das heißt ein Risiko, dass der Wertpapierinhaber die vorzeitig zurückerhaltenen Mittel nur zu verschlechterten Konditionen wieder anlegen kann. Sofern in den Zertifikatsbedingungen vorgesehen, hat die Emittentin ein Recht zur ordentlichen Kündigung. Auch in diesem Fall besteht ein Wiederanlagerisiko des Wertpapierinhabers.

Bei der Bestimmung des angemessenen Marktpreises im Fall einer außerordentlichen Kündigung kann die Berechnungsstelle verschiedene Marktfaktoren berücksichtigen. Grundsätzlich zählen dazu unter anderem auch die Ausfallwahrscheinlichkeit der Emittentin, berechnet anhand der am Markt quotierten Credit Spreads oder der Renditen hinreichend liquide gehandelter Anleihen zum Zeitpunkt der Bestimmung des Kündigungsbetrags. Bei Zertifikaten mit Laufzeitbegrenzung und Aktien oder einem Aktienkorb als Basiswert ist zu beachten, dass im Fall einer Kündigung in Folge eines Übernahmeangebots bei der Bestimmung des Kündigungsbetrags, entsprechend dem üblichen Verfahren an Terminbörsen zur Bestimmung des theoretischen fairen Werts, sofern die Gegenleistung ausschließlich oder überwiegend in Bar erfolgt, der Kurs des Basiswerts nach Bekanntgabe des Übernahmeangebots zugrunde gelegt werden kann, wobei jedoch insbesondere auch die Dividendenerwartungen und die durchschnittliche implizite Volatilität der vergangenen zehn Handelstage vor Bekanntgabe des Übernahmeangebots berücksichtigt werden (sog. "**Fair Value Methode**"). Die Fair Value Methode dient dazu, dass der Restzeitwert der zugrundeliegenden Option berücksichtigt wird.

Weitere Informationen zu Risiken im Zusammenhang mit einem außerordentlichen und ordentlichen Kündigungsrecht der Emittentin finden sich auch im Abschnitt "Risikofaktoren in Bezug auf bestimmte Arten von Zertifikaten".

**Berichtigungen, Änderungen oder Ergänzungen der Zertifikatsbedingungen können nachteilig für Wertpapierinhaber sein.**

Anleger sollten beachten, dass die Emittentin in bestimmten Fällen berechtigt ist, Bestimmungen in den Zertifikatsbedingungen zu berichtigen, zu ändern oder zu ergänzen, wobei die Berichtigung, Änderung oder Ergänzung einer Bestimmung in den Zertifikatsbedingungen gegebenenfalls für den Anleger nachteilig gegenüber der ursprünglich verbrieften Bestimmung sein kann, d.h. gegebenenfalls auch Informationen oder Bestimmungen von der Berichtigung, Änderung oder Ergänzung betroffen sind, welche zu den marktpreisbestimmenden Faktoren der Zertifikate zählen.

Sofern durch die Berichtigung, Änderung oder Ergänzung der Bestimmung der Inhalt oder Umfang der Leistungspflichten der Emittentin in einer für den Anleger nicht vorhersehbaren, für ihn nachteiligen Weise geändert wird, ist der Anleger berechtigt, die Zertifikate innerhalb einer bestimmten Frist zu kündigen. Der Anleger hat kein Kündigungsrecht, wenn die Berichtigung, Änderung oder Ergänzung für ihn vorhersehbar oder für ihn nicht nachteilig ist.

Sofern eine Berichtigung, Änderung oder Ergänzung nicht in Betracht kommt, ist die Emittentin berechtigt, die Zertifikate unverzüglich zu kündigen, sofern die Voraussetzungen für eine Anfechtung i.S.d. § 871 des österreichischen Allgemeinen Bürgerlichen Gesetzbuchs gegenüber den Wertpapierinhabern vorliegen. Den einzelnen Wertpapierinhabern steht unter diesen Voraussetzungen ebenfalls ein Kündigungsrecht zu. Der im Fall einer Kündigung zu zahlende Kündigungsbetrag entspricht grundsätzlich dem Marktpreis eines Zertifikats, hängt aber von bestimmten weiteren Regelungen zu seiner Bestimmung ab. Um die Auswirkungen etwaiger Kursschwankungen unmittelbar vor dem Kündigungstermin auf die Festsetzung des Kündigungsbetrags zu verringern, entspricht der Marktpreis grundsätzlich dem arithmetischen Mittel der Kassakurse, die an einer bestimmten Anzahl von Bankgeschäftstagen, die dem Kündigungstermin unmittelbar vorangegangen sind, an der Wertpapierbörse, an der die Zertifikate gelistet werden, veröffentlicht wurden. Die Durchschnittsbildung ist für den Wertpapierinhaber dann nachteilig, wenn der Kassakurs am Bankgeschäftstag vor dem Kündigungstermin höher ist als das arithmetische Mittel. Der Anleger hat weiters die Möglichkeit, von der Emittentin unter bestimmten Voraussetzungen zusätzlich die Differenz zwischen dem von dem Anleger bei Erwerb der Zertifikate gezahlten Kaufpreis und einem niedrigeren Marktpreis zu verlangen, soweit dies vom Wertpapierinhaber nachgewiesen wird.



Des Weiteren sollten Anleger beachten, dass sie im Fall einer Kündigung das Wiederanlagerisiko tragen.

**Änderungen der Steuergesetzgebung können die Wertpapierinhaber negativ beeinflussen.**

Steuergesetze und ihre Anwendung unterliegen Änderungen, möglicherweise auch mit rückwirkender Wirkung, was den Marktpreis der Zertifikate für den Käufer und/oder den Marktpreis der Zertifikate negativ beeinflussen könnte. Jede derartige Veränderung kann (i) dazu führen, dass die steuerliche Behandlung der jeweiligen Zertifikate, von welcher der Erwerber zum Zeitpunkt des Erwerbs ausgegangen ist, sich ändert; oder (ii) bewirken, dass die Angaben in diesem Prospekt, bezüglich der jeweiligen Steuergesetze und ihrer Anwendung in Bezug auf die Zertifikate unter dem Prospekt, in einigen oder allen Aspekten zu bestimmten Zertifikaten unrichtig oder unanwendbar werden oder den Effekt haben, dass der Prospekt wesentliche steuerrechtliche Erwägungen in Bezug auf bestimmte Zertifikate nicht enthält. Potentielle Erwerber von Zertifikaten sollten betreffend die steuerlichen Auswirkungen des Haltens von jeglichen Zertifikaten und jeglichem Geschäft in Verbindung mit jeglichem Zertifikat ihre eigenen Steuerberater in den jeweiligen Jurisdiktionen konsultieren.

**Zertifikate sind möglicherweise nicht geeignet, um Risiken abzusichern.**

Anleger in Zertifikaten sollten sich nicht auf die Möglichkeit verlassen, dass sie Risiken, die mit anderen Wertpapierpositionen verbunden sind, durch den Erwerb der Zertifikate ausschließen oder begrenzen können; Risiken, die mit diesen anderen Wertpapieren verbunden sind, können den Marktbedingungen und den Bedingungen, die auf sie Anwendung finden, unterliegen. Unter bestimmten Voraussetzungen können derartige Geschäfte nur zu einem ungünstigen Marktpreis getätigt werden, so dass dem Anleger in Zertifikaten ein finanzieller Verlust entsteht.

**Es besteht das Risiko, dass der Handel mit den Zertifikaten oder mit dem Basiswert bzw. den Bestandteilen ausgesetzt, unterbrochen oder beendet wird.**

Sofern die Zertifikate an einem (oder mehreren) Märkten (welche reguliert oder unreguliert sein können) gelistet sind, kann die Zulassung dieser Zertifikate – in Abhängigkeit zu den auf diese Börse anwendbaren Regeln – durch die jeweilige Börse oder eine zuständige Regulierungsbehörde bei Vorliegen verschiedener Gründe, einschließlich der Verletzung von Preisgrenzen, Verstoß gegen gesetzliche Regelungen, Eintreten von Betriebsstörungen an der Börse oder allgemein, falls es für erforderlich gehalten wird, um die Funktionsfähigkeit des Marktes zu sichern oder die Interessen der Anleger zu wahren, entweder auf Beschluss der Börse, einer Regulierungsbehörde oder auf Ersuchen der Emittentin, ausgesetzt oder unterbrochen werden. Sofern der Handel in einem Basiswert ausgesetzt, unterbrochen oder beendet wird, wird der Handel mit den entsprechenden Zertifikate ebenfalls ausgesetzt, unterbrochen oder beendet und gewöhnlich werden bestehende Aufträge zum Verkauf oder Kauf annulliert. Anleger sollten beachten, dass die Emittentin keinen Einfluss auf Aussetzungen oder Unterbrechungen des Handels hat (ausgenommen Fälle, in denen der Handel mit den Zertifikaten durch Entscheidung der Emittentin beendet wurde) und dass Anleger in jedem Fall das hiermit verbunden Risiko tragen. Insbesondere kann es sein, dass Anleger ihre Zertifikate nicht verkaufen können, sofern der Handel ausgesetzt, unterbrochen oder beendet wird, und dass die Börsenkurse dieser Zertifikate künstliche oder falsche Marktpreise dieser Zertifikate abbilden. Schließlich, selbst wenn der Handel mit Zertifikaten oder Basiswerten ausgesetzt, unterbrochen oder beendet wird, sollten Anleger auch beachten, dass derartige Maßnahmen weder ausreichend noch angemessen noch rechtzeitig sein können, um Kursstörungen zu verhindern oder die Interessen der Anleger zu sichern; beispielsweise kann, wenn der Handel mit Zertifikaten, nachdem preissensitive Informationen bezüglich dieser Zertifikate veröffentlicht wurden, ausgesetzt wird, der Marktpreis dieser Zertifikate bereits nachteilig beeinträchtigt worden sein. Alle diese Risiken hätten, im Falle ihres Eintretens, einen erheblichen nachteiligen Effekt für die Anleger.

**Auf Grund zukünftiger Geldentwertung (Inflation) kann sich die tatsächliche Rendite einer Anlage verringern.**

Inflationsrisiken beschreiben die Möglichkeit, dass der Wert der Vermögenswerte wie der Zertifikate oder Erträge hieraus sinken, weil Inflation die Kaufkraft einer Währung verringert. Die Inflation bewirkt eine Wertminderung der Rendite.

**Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.**

Die Zertifikate werden durch verschiedene Clearing-Systeme, wie zum Beispiel die OeKB CSD GmbH, erworben und verkauft. Die Emittentin übernimmt keine Verantwortung dafür, dass die Zertifikate tatsächlich auf das Wertpapierportfolio des Anlegers übertragen werden. Anleger müssen sich auf das Funktionieren des jeweiligen Clearing-Systems verlassen.

**Kreditratings spiegeln möglicherweise nicht alle Risiken wider.**

Eine oder mehrere unabhängige Kreditratingagenturen könnte ein Kreditrating für eine Emission von Zertifikaten vergeben. Das Kreditrating spiegelt vielleicht nicht alle Auswirkungen der Risiken im Hinblick auf Struktur, Markt, zusätzlicher Faktoren wie oben ausgeführt und anderer Faktoren, welche den Wert der Zertifikate beeinflussen könnten, wider. Ein Kreditrating ist keine Empfehlung zum Kauf, Verkauf oder Halten von Wertpapieren und kann jederzeit von der Kreditratingagentur abgeändert oder entzogen werden.

**Rechtliche Erwägungen im Zusammenhang mit der Anlageentscheidung können Veranlagungsmöglichkeiten einschränken.**

Die Investitionstätigkeiten bestimmter Anleger unterliegen Gesetzen und Bestimmungen für Investitionen oder der Prüfung oder Regulierung durch bestimmte Behörden. Jeder potentielle Anleger sollte seine Rechtsberater konsultieren, um festzustellen, ob und in welchem Umfang: (i) die Zertifikate für ihn ein rechtlich zulässiges Investment darstellen; (ii) die Zertifikate als Sicherheit für verschiedenen Arten von Kreditaufnahmen verwendet werden können; und (iii) andere Beschränkungen für den Erwerb oder die Verpfändung jedweder Zertifikate Anwendung finden. Finanzinstitute sollten ihre Rechtsberater oder die zuständigen Regulierungsbehörden konsultieren, um die sachgemäße Behandlung der Zertifikate unter allen anwendbaren risikoorientierten Kapitalanforderungen oder ähnlichen Regeln festzustellen.

Weiters können Anleger unter Umständen aufgrund bestimmter Haftungsausschlüsse oder Haftungseinschränkungen der Emittentin oder anderer Parteien (z.B. der Berechnungsstelle, der Zahlstelle etc.) für fahrlässige Handlungen oder Unterlassungen in Verbindung mit den Zertifikaten (oder Berechnungen hiervon) für ihnen entstandene Schäden keine (oder nur eine teilweise) Entschädigung geltend machen können. Anleger sollten sich daher selbst über diese Haftungsausschlüsse und Haftungseinschränkungen informieren und überlegen, ob diese für sie akzeptabel sind.

**Ein österreichisches Gericht könnte einen Kurator für die Zertifikate ernennen, der die Rechte und Interessen der Zertifikateinhaber in deren Namen ausübt und wahrnimmt, wodurch die Möglichkeit der Zertifikateinhaber zur individuellen Geltendmachung ihrer Rechte aus den Zertifikaten eingeschränkt werden kann.**

Gemäß dem österreichischen Kuratorenrecht und dem Kuratorenergänzungsgesetz könnte auf Verlangen eines Beteiligten (z. B. eines Zertifikateinhabers) oder auf Veranlassung eines zuständigen Gerichts von einem österreichischen Gericht ein Kurator ernannt werden, der die gemeinsamen Interessen der Zertifikateinhaber in Bezug auf alle Angelegenheiten, die ihre gemeinsamen Rechte berühren, vertritt, sofern die Rechte aufgrund fehlender gemeinsamer Vertretung gefährdet sind. Dies ist insbesondere möglich, wenn ein Insolvenzverfahren gegen die Emittentin eingeleitet wird, in Zusammenhang mit Änderungen der Bedingungen der Zertifikate oder Änderungen in Bezug auf die Emittentin oder in ähnlichen Fällen. Wenn ein Kurator ernannt wird, dann übt er die gemeinsamen Rechte aller Zertifikateinhaber aus und vertritt die Interessen aller Zertifikateinhaber und kann in ihrem Namen Erklärungen abgeben, die für alle Zertifikateinhaber bindend sind. In Fällen, in denen ein Kurator die Interessen der Zertifikateinhaber vertritt und die Rechte der Zertifikateinhaber ausübt, kann dies zu einer Kollision mit den oder sonstigen Benachteiligung der Interessen einzelner oder aller Zertifikateinhaber führen.

## **Risiko im Zusammenhang mit ausschüttungsgleichen Zahlungen (Dividend Equivalent Payments)**

Zertifikate, die sich direkt oder indirekt auf die Entwicklung von US-Aktien beziehen (einschließlich Indizes oder Körbe, die US-Aktien beinhalten), können gemäß § 871 (m) des US-Bundessteuergesetzes (U.S. Internal Revenue Code), in der jeweils gültigen Fassung (der "**Kodex**") einer Quellenbesteuerung unterliegen. Potenzielle Anleger sollten hinsichtlich der möglichen Anwendung des Kodex auf die Zertifikate ihren Steuerberater zu Rate ziehen.

### **Die Zertifikate können nach Eintritt eines bestimmten Auslöse-Ereignisses der Abschreibung oder Umwandlung in Eigenkapital unterliegen, wodurch die Wertpapierinhaber einen Teil oder die Gesamtheit ihrer Anlage in die Zertifikate verlieren können (gesetzliche Verlustbeteiligung).**

Ziel des SRM ist es, den relevanten Abwicklungsbehörden einheitliche und wirksame Instrumente und Befugnisse an die Hand zu geben, um Bankenrisiken durch Präventivmaßnahmen abzuwenden, die Finanzstabilität zu erhalten und das Risiko, dass der Steuerzahler für Insolvenzverluste aufkommen muss, so gering wie möglich zu halten.

Diese Abwicklungsbehörden erhalten die Befugnis zur Herabschreibung und Umwandlung, die vor oder bei Eintritt der Abwicklung angewendet werden können, um sicherzustellen, dass unter anderem die relevanten Kapitalinstrumente zum Zeitpunkt der Nicht-Tragfähigkeit (wie unten definiert) des emittierenden Instituts und/oder der Gruppe vollständig Verluste absorbieren. Die relevante Abwicklungsbehörde kann auch das Instrument der Gläubigerbeteiligung (*bail-in tool*) in der Abwicklung mit dem Ziel anwenden, die Eigenmittel des maßgeblichen Instituts wieder herzustellen, um es in die Lage zu versetzen, sein Geschäft auf einer going-concern Basis weiterzuführen. Dementsprechend können die Abwicklungsbehörden verpflichtet werden anzuordnen, solche Kapitalinstrumente dauerhaft abzuschreiben oder sie zur Gänze in Eigentumstitel (z.B. Stammaktien oder andere Beteiligungsinstrumente) umzuwandeln, und zwar zum Zeitpunkt der Nicht-Tragfähigkeit und bevor eine Abwicklungsmaßnahme mit Ausnahme des Instruments der Gläubigerbeteiligung ergriffen wurde (*statutory loss absorption* - gesetzliche Verlustbeteiligung).

Bei der Anwendung des Instruments der Gläubigerbeteiligung und der Beteiligung von Inhabern relevanter Kapitalinstrumente hat die Abwicklungsbehörde folgende Abfolge der Herabschreibung und Umwandlung (Verlusttragungskaskade) einzuhalten:

(i) zuerst ist das CET 1 proportional zu den relevanten Verlusten zu verringern; (ii) der Nennbetrag der Instrumente des zusätzlichen Kernkapitals (*Additional Tier 1 instruments* – "**AT 1**") ist herabzuschreiben und/oder umzuwandeln; (iii) der Nennbetrag der Instrumente des Ergänzungskapitals (*Tier 2 instruments* – "**Tier 2**") ist herabzuschreiben und/oder umzuwandeln.

Falls die Abwicklungsvoraussetzungen erfüllt sind, können die jeweiligen Abwicklungsbehörden das Instrument der Gläubigerbeteiligung auch anwenden, um die Abwicklungsziele zu erfüllen. In diesem Fall ist die Abwicklungsbehörde nicht nur berechtigt, Anteile oder andere Eigentumstitel, CET 1, AT 1 und Tier 2 in der Art und Reihenfolge, wie oben dargestellt, zu reduzieren, sondern auch, falls diese Reduzierung nicht ausreichend ist, die Verluste abzudecken, berechtigt: (iv) andere nachrangige Schuldtitel, die keine AT 1 oder Tier 2 sind, gemäß der Hierarchie der Forderungen in gewöhnlichen Insolvenzverfahren zu reduzieren; und (v) die übrigen berücksichtigungsfähigen Verbindlichkeiten (einschließlich bestimmter nicht-nachrangiger Schuldtitel) gemäß der Hierarchie der Forderungen in gewöhnlichen Insolvenzverfahren einschließlich des Rangs gemäß § 131 BaSAG zu reduzieren.

Für die Zwecke der gesetzlichen Verlustbeteiligung ist der "Zeitpunkt der Nicht-Tragfähigkeit" der Zeitpunkt, an dem die Abwicklungsbehörde der Ansicht ist, dass alle folgenden Voraussetzungen erfüllt sind:

1. Die zuständige Behörde oder die Abwicklungsbehörde stellt fest, dass die Institution die Voraussetzungen für die Abwicklung nicht erfüllt bzw voraussichtlich nicht erfüllen wird; für diese Zwecke sollte eine Institution unter einem oder mehreren der folgenden Umstände als ausfallend oder wahrscheinlich ausfallend betrachtet werden:
  - (a) die Voraussetzungen für eine Konzessionsrücknahme liegen vor oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird, beispielsweise (aber nicht abschließend) aufgrund der Tatsache, dass das Institut Verluste erlitten hat oder voraussichtlich erleiden wird, durch die seine gesamten Eigenmittel oder ein wesentlicher Teil seiner Eigenmittel aufgebraucht wird;
  - (b) die Vermögenswerte des Instituts unterschreiten die Höhe seiner Verbindlichkeiten oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird;
  - (c) das Institut ist nicht in der Lage, seine Schulden oder sonstigen Verbindlichkeiten bei Fälligkeit zu begleichen oder es liegen objektive Anhaltspunkte dafür vor, dass dies in naher Zukunft der Fall sein wird;
  - (d) eine außerordentliche finanzielle Unterstützung aus öffentlichen Mitteln wird benötigt, es sei denn, die außerordentliche finanzielle Unterstützung aus öffentlichen Mitteln erfolgt in bestimmten Formen zur Abwendung einer schweren Störung der Volkswirtschaft und zur Wahrung der Finanzstabilität;
2. unter Berücksichtigung zeitlicher Zwänge und anderer relevanter Umstände besteht nach vernünftigem Ermessen keine Aussicht, dass der Ausfall des Instituts innerhalb eines angemessenen Zeitrahmens durch alternative Maßnahmen der Privatwirtschaft, darunter Maßnahmen im Rahmen von institutsbezogenen Sicherungssystemen, oder anderer Aufsichtsmaßnahmen, darunter Frühinterventionsmaßnahmen oder die Herabschreibung oder Umwandlung von relevanten Kapitalinstrumenten, die in Bezug auf das Institut getroffen werden, abgewendet werden kann;
3. im Fall der Anwendung des Instruments der Gläubigerbeteiligung, Abwicklungsmaßnahmen sind im öffentlichen Interesse erforderlich;
4. im Fall der Ausübung der Befugnisse zur Herabschreibung oder Umwandlung von Kapitalinstrumenten, eine Gruppe sollte als ausfallend oder wahrscheinlich ausfallend betrachtet werden, wenn die Gruppe gegen ihre konsolidierten Aufsichtsanforderungen in einer Weise verstößt bzw wenn objektive Anhaltspunkte vorliegen, die eine Feststellung stützen, dass die Gruppe in naher Zukunft gegen ihre konsolidierten Aufsichtsanforderungen in einer Weise verstoßen wird, die ein Eingreifen durch die zuständige Behörde rechtfertigen würde, einschließlich, aber nicht eingeschränkt auf Grund der Tatsache, dass die Gruppe Verluste erlitten hat oder voraussichtlich erleiden wird, durch die ihre gesamten Eigenmittel oder ein wesentlicher Teil ihrer Eigenmittel aufgebraucht werden.

Die gesamte oder teilweise Herabschreibung oder Umwandlung des Nominalbetrages von Instrumenten, einschließlich etwaiger angefallener, aber noch nicht ausgezahlter Zinsen, gemäß dem Instrument der Gläubigerbeteiligung oder dem Herabschreibungs- und Umwandlungsbefugnissen stellt keinen Ausfall nach den Bestimmungen des relevanten Kapitalinstruments dar. Dementsprechend wären sämtliche so abbeschriebenen Beträge unwiderruflich verloren und die aus solchen Kapitalinstrumenten resultierenden Rechte der Gläubiger wären erloschen, unabhängig davon, ob die finanzielle Lage des Kreditinstituts wiederhergestellt wird oder nicht.

Folglich können die Zertifikate Gegenstand der Herabschreibungen oder der Umwandlung in Eigentumstitel im Falle des maßgeblichen Auslösungsereignisses sein, wodurch Gläubiger ihr Investment in die Zertifikate ganz oder teilweise verlieren könnten. Die Anwendung einer solchen Befugnis ist höchst unvorhersehbar und bereits die Erwägung oder der Vorschlag einer solchen Befugnis könnten den Marktpreis der Zertifikate wesentlich nachteilig beeinflussen.

Neben den oben dargestellten Abwicklungsinstrumenten und -befugnissen könnte die Emittentin auch Gegenstand nationaler Insolvenzverfahren sein.

**Die Emittentin könnte Abwicklungsbefugnissen unterliegen, die auch negative Auswirkungen auf die Zertifikate haben könnten.**

Unter der Voraussetzung, dass die Emittentin die anwendbaren Bedingungen für die Abwicklung erfüllt, hat die Abwicklungsbehörde bestimmte Abwicklungsbefugnisse, die sie im Rahmen oder zur Vorbereitung der Anwendung eines Abwicklungsinstruments einzeln oder in Kombination ausüben kann. Diese Abwicklungsbefugnisse umfassen insbesondere:

- die Befugnis, Rechte, Vermögenswerte und Verbindlichkeiten der Emittentin (wie möglicherweise die Zertifikate) auf ein anderes Unternehmen zu übertragen;
- die Befugnis, den Nennwert oder ausstehenden Restbetrag berücksichtigungsfähiger Verbindlichkeiten der Emittentin herabzusetzen, einschließlich ihn auf Null herabzusetzen;
- die Befugnis, berücksichtigungsfähige Verbindlichkeiten der Emittentin in Stammanteile oder andere Eigentumstitel der Emittentin, eines relevanten Mutterinstituts oder eines Brückeninstituts, auf das Vermögenswerte, Rechte oder Verbindlichkeiten der Emittentin übertragen werden, umzuwandeln;
- die Befugnis, die von der Emittentin ausgegebenen Schuldtitel (wie möglicherweise die Zertifikate) zu löschen;
- die Befugnis, von der Emittentin oder einem relevanten Mutterinstitut die Ausgabe neuer Anteile, anderer Eigentumstitel oder anderer Kapitalinstrumente, einschließlich Vorzugsaktien und anderer bedingt wandelbarer Instrumente zu verlangen; und/oder
- die Befugnis, die Fälligkeit der von der Emittentin ausgegebenen Schuldtitel (wie möglicherweise die Zertifikate) und anderen berücksichtigungsfähigen Verbindlichkeiten oder den aufgrund der entsprechenden Schuldtitel und anderen berücksichtigungsfähigen Verbindlichkeiten zahlbaren Zinsbetrag oder den Zeitpunkt, zu dem die Zinsen zu zahlen sind, zu ändern, und zwar auch durch eine zeitlich befristete Aussetzung der Zahlungen.

Die Ausübung einer dieser Abwicklungsbefugnisse könnte negative Auswirkungen auf die Emittentin und/oder die Zertifikate haben.

**Der Emittentin ist nicht untersagt, weitere Schuldtitel zu begeben oder weitere Verbindlichkeiten aufzunehmen.**

Die Emissionsbedingungen der Zertifikate sehen keine Beschränkungen hinsichtlich des Schuldenbetrages vor, den die Emittentin begeben, aufnehmen und/oder garantieren darf. Außerdem ist die Emittentin nicht verpflichtet, die Gläubiger über die Ausgabe bzw Aufnahme weiterer Schuldtitel oder die Garantieleistung für weitere Schuldtitel zu informieren. Die Ausgabe bzw Aufnahme von weiteren Schulden oder die Garantieleistung für weitere Schulden könnte negative Auswirkungen auf den Marktpreis der Zertifikate und auf die Fähigkeit der Emittentin, alle Verpflichtungen im Zusammenhang mit den ausgegebenen Zertifikaten zu erfüllen, haben und auch den Betrag, der bei Insolvenz der Emittentin für Gläubiger erzielbar ist, reduzieren. Falls sich die finanzielle Situation der Emittentin verschlechtern würde, könnten die Gläubiger die direkten und wesentlich nachteiligen Konsequenzen tragen, einschließlich der Streichung der Zinszahlungen und der Reduzierung des Kapitalbetrags der Zertifikate und im Fall der Liquidation der Emittentin den Verlust ihrer

gesamten Investition. All diese Faktoren könnten negative Auswirkungen auf die Gläubiger haben.

**Im Fall einer Insolvenz der Emittentin haben Einlagen einen höheren Rang als die Ansprüche der Gläubiger im Zusammenhang mit den Zertifikaten.**

§ 131 BaSAG setzt Artikel 108 BRRD in Österreich um und regelt den Rang in der Insolvenzrangfolge, wobei in Konkursverfahren, die in Bezug auf die Emittentin eröffnet werden, die folgende Insolvenzrangfolge für Einlagen anwendbar ist:

- (a) Die folgenden Forderungen haben denselben Rang, welcher höher ist als der Rang von Forderungen von gewöhnlichen nicht abgesicherten und nicht bevorzugten Gläubigern: (i) der Teil erstattungsfähiger Einlagen von natürlichen Personen, Kleinstunternehmen und kleinen und mittleren Unternehmen, der die in Artikel 6 DGSD festgelegte Deckungssumme überschreitet; und (ii) Einlagen, die als erstattungsfähige Einlagen von natürlichen Personen, Kleinstunternehmen und kleinen und mittleren Unternehmen gelten würden, wenn sie nicht auf Zweigstellen von Instituten mit Sitz in der EU zurückgehen würden, die sich außerhalb der EU befinden.
- (b) Die folgenden Forderungen haben denselben Rang, der höher als der Rang in Punkt (a) oben ist: (i) gedeckte Einlagen; und (ii) Einlagensicherungssysteme, die im Fall der Insolvenz in die Rechte und Pflichten der gedeckten Einleger eintreten.

Die Umsetzung der Änderungen des Artikels 108 BRRD durch die Richtlinie (EU) 2017/2399 führt zur Einführung eines (neuen) Ranges für bestimmte Schuldtitel iSv § 131 Abs 3 BaSAG führen. Die Richtlinie (EU) 2017/2399 muss spätestens bis zum 29.12.2018 durch die Mitgliedstaaten in nationales Recht umgesetzt werden. In Österreich sind die entsprechenden Änderungen zu § 131 BaSAG bereits mit 30.6.2018 in Kraft getreten. Daher sollten Zertifikateinhaber beachten, dass im Fall von Insolvenzverfahren, die in Bezug auf die Emittentin eröffnet wurden, ihre Ansprüche nachrangig zu den oben in den Punkten (a) und (b) angegebenen Ansprüchen sein werden, und dass sie daher nur Zahlung auf ihre Ansprüche erhalten werden, wenn und soweit die oben in den Punkten (a) und (b) angegebenen Ansprüche vollständig beglichen wurden.

## **Risikofaktoren in Bezug auf bestimmte Arten von Zertifikaten**

### **Produkt Nr. 1: Risikofaktoren im Hinblick auf Bonus bzw. Capped Bonus Zertifikate**

*Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind mit einer festgelegten Laufzeitbegrenzung ausgestattet (Closed End), d.h. sie haben eine bestimmte Laufzeit. Die Emittentin kann aber berechtigt sein, die Zertifikate außerordentlich zu kündigen, wenn z.B. eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Dadurch wird die Laufzeit der Zertifikate vorzeitig beendet. Es ist zu beachten, dass die Emittentin ihr außerordentliches Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen. Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist.

Ein Kündigungsrecht des Wertpapierinhabers besteht grundsätzlich nicht.

*Rendite- und Wiederanlageisiko bei außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die Laufzeit der Zertifikate durch eine außerordentliche Kündigung der Emittentin beendet werden kann. In diesem Fall trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der vorzeitigen Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im

Fall einer außerordentlichen Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer außerordentlichen Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

#### *Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Ein so genanntes "**Barriere-Ereignis**" tritt dann ein, wenn – je nach Ausgestaltung der Endgültigen Bedingungen - der Beobachtungskurs während des Beobachtungszeitraums die Barriere erreicht oder unterschreitet bzw. der Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder unterschreitet. Wertpapierinhaber sollten beachten, dass im Fall des Eintritts eines Barriere-Ereignisses der Anspruch auf die Mindestrückzahlung in Höhe des Bonusbetrags erlischt und das Bonus Zertifikat bzw. Capped Bonus mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar ist, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Zertifikats.

*Im Fall von Capped Bonus Zertifikaten ist der Auszahlungsbetrag auf den Höchstbetrag begrenzt*

Unabhängig davon, ob ein Barriere-Ereignis eingetreten ist oder nicht, entspricht der Auszahlungsbetrag maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Bonus Zertifikaten nach oben hin beschränkt ist.

#### **Produkt Nr. 2: Risikofaktoren im Hinblick auf Discount Zertifikate**

Zusätzlich zu den unter "Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin" und "Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin" zu Produkt Nr. 1 beschriebenen Risikofaktoren finden die folgenden speziellen Risikofaktoren auf die Zertifikate Anwendung:

*Auszahlungsbetrag ist auf Höchstbetrag begrenzt*

Der Auszahlungsbetrag bei Discount Zertifikaten entspricht maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Discount Zertifikaten nach oben hin beschränkt ist.

*Risiko eines Totalverlusts*

Unterhalb des Cap sind Discount Zertifikat mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar. In diesem Fall besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.

#### **Produkt Nr. 3: Risikofaktoren im Hinblick auf Open End Partizipations- und Open End Index-Zertifikate**

*Risikofaktoren im Hinblick auf die unbestimmte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (*Open End*). Die Laufzeit der Zertifikate endet entweder (i) durch Ausübung der Zertifikate durch die

Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Die Zertifikate können während der Laufzeit durch den Wertpapierinhaber während einer bestimmten Ausübungsfrist durch Abgabe einer Ausübungserklärung ausgeübt werden. Der Auszahlungsbetrag bei ausgeübten Zertifikaten wird auf Grundlage des Referenzpreises des Basiswerts an dem betreffenden Ausübungstermin berechnet.

Die Emittentin ist darüber hinaus berechtigt, die Zertifikate außerordentlich durch Bekanntmachung zu kündigen, sofern eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Es ist dabei zu beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen.

Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist. Aufgrund des Kündigungsrechts der Emittentin können Wertpapierinhaber nicht darauf vertrauen, dass die Zertifikate eine unbegrenzte Laufzeit haben. Wertpapierinhaber sollten daher nicht darauf vertrauen, eine Position in den Zertifikaten über einen längeren Zeitraum halten zu können. Wertpapierinhaber können weiterhin nicht darauf vertrauen, dass sich der Kurs des Basiswerts rechtzeitig vor einem Kündigungstermin in eine für sie positive Richtung entwickelt.

#### *Rendite- und Wiederanlagerisiko bei ordentlicher bzw. außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die grundsätzlich unbegrenzte Laufzeit der Zertifikate durch eine ordentliche oder eine außerordentliche Kündigung der Emittentin beendet werden kann. Im Fall einer Kündigung trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

#### *Risiko im Hinblick auf Open End Partizipations-Zertifikate mit Transaktionsgebühr*

Im Fall von Open End Partizipations-Zertifikaten auf Futures Kontrakte können zusätzlich zur Deckung der durch den Rollover (siehe dazu unter "Risikofaktoren in Verbindung mit Futures Kontrakten als Basiswert - Rollover" im Abschnitt 2.2.3 Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten) entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Zertifikate, wenn die Transaktionsgebühr größer als null ist. Zu berücksichtigen ist weiterhin, dass die Transaktionsgebühr sowohl im Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt und damit bei der Ermittlung des angepassten Bezugsverhältnisses zweimal zu berücksichtigen ist.

#### *Risiko des Totalverlusts*

Open End Partizipations- und Open End Index-Zertifikate sind mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen und Transaktionsgebühren, sofern anwendbar) vergleichbar, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des eingesetzten Kapitals für den Fall, dass der Basiswert am Finalen Bewertungstag (beispielsweise im Fall einer Kündigung durch Emittentin) wertlos ist.



#### *Risiko im Hinblick auf Open End Partizipations- und Open End Index-Zertifikate mit Managementgebühr*

Sofern im Fall von Open End Partizipations- und Open End Index-Zertifikaten eine Managementgebühr vorgesehen ist, sollten Wertpapierinhaber beachten, dass die Managementgebühr in der Abhängigkeit von der Haltedauer der Wertpapiere den Betrag mindert, den ein Wertpapierinhaber am Ende der Laufzeit erhält und dass die Managementgebühr darüber hinaus auch während der Laufzeit der Wertpapiere die Preisbildung der Wertpapiere im Sekundärmarkt negativ beeinflusst.

#### *Risiko im Hinblick auf Open End Partizipations- und Open End Index-Zertifikaten bezogen auf Performanceindizes*

Im Fall von Open End Partizipations- und Open End Index-Zertifikaten bezogen auf Performanceindizes können die Bedingungen vorsehen, dass das Bezugsverhältnis an jedem Dividententag angepasst wird. Im Rahmen dieser Anpassung werden etwaige Dividendenzahlungen bzw. Dividenden gleichstehende Barausschüttungen (unter Berücksichtigung des Dividendenfaktors) berücksichtigt, was zu einer Verringerung des Bezugsverhältnisses führt und entsprechend einen negativen Einfluss auf den Auszahlungsbetrag hat. Die Auswirkungen sind umso stärker, je höher die Dividenden bzw. je höher die Dividendenbesteuerung ist.

#### **Produkt Nr. 4: Risikofaktoren im Hinblick auf Reverse Bonus bzw. Capped Reverse Bonus Zertifikaten**

Zusätzlich zu den unter "Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin" und "Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin" zu Produkt Nr. 1 beschriebenen Risikofaktoren finden die folgenden speziellen Risikofaktoren auf die Zertifikate Anwendung:

#### *Risiken im Hinblick auf die Wertentwicklung von Reverse Bonus Zertifikaten bzw. Capped Reverse Bonus Zertifikaten aufgrund der Reverse-Struktur*

Bei Reverse Bonus Zertifikaten ist die Entwicklung des Werts des Zertifikats umgekehrt abhängig von der Entwicklung des Basiswerts. Im Gegensatz zu üblichen Partizipationswertpapieren, die eine sog. Long Position verbrieften (fingierter "Kauf" des Basiswerts), verbrieften Reverse Bonus Zertifikate eine sog. Short Position (fingierter "Leerverkauf" des Basiswerts). Das bedeutet, dass diese Zertifikate eine positive Beteiligung des Wertpapierinhabers an einem Wertverlust des Basiswerts ermöglichen. Entsprechend verliert ein Reverse Bonus Zertifikate regelmäßig (d.h. unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Preisbildung von Zertifikaten maßgeblicher Faktoren) dann an Wert, wenn der Wert des Basiswerts steigt.

#### *Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Im Fall von Reverse-Strukturen tritt ein so genanntes Barriere-Ereignis dann ein, wenn – je nach Ausgestaltung der Endgültigen Bedingungen - der Beobachtungskurs die Barriere erreicht oder überschreitet bzw. der Referenzpreis am Finalen Bewertungstag die Barriere erreicht oder überschreitet. Wertpapierinhaber sollten beachten, dass im Fall des Eintritts eines Barriere-Ereignisses, der Anspruch auf die Mindestrückzahlung erlischt und der Wertpapierinhaber an der negativen Entwicklung des Basiswerts partizipiert bzw., im Fall von Capped Reverse Bonus Zertifikaten bis zum Cap an der negativen Entwicklung des Basiswerts partizipiert. In diesem Fall besteht ein Totalverlustrisiko für den Wertpapierinhaber im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag dem Reverselevel entspricht oder dieses überschreitet.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Zertifikats.

*Im Fall von Capped Reverse Bonus Zertifikaten ist der Auszahlungsbetrag auf den Höchstbetrag begrenzt*

Der Auszahlungsbetrag bei Capped Reverse Bonus Zertifikaten entspricht maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden negativen Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Reverse Bonus Zertifikaten nach oben hin beschränkt ist.

*Beschränkte Ertragsmöglichkeit aufgrund der Reverse-Struktur auch ohne Berücksichtigung eines Caps*

Wertpapierinhaber sollten beachten, dass die Ertragsmöglichkeit aufgrund der Reverse-Struktur auch ohne Berücksichtigung eines Caps beschränkt ist, da die negative Entwicklung des Basiswerts nicht mehr als 100% betragen kann, d.h. bei Reverse Bonus Zertifikaten entspricht der Auszahlungsbetrag maximal dem Reverselevel (unter Berücksichtigung des Bezugsverhältnisses und gegebenenfalls umgerechnet in die Auszahlungswährung).

Bei Reverse Bonus Zertifikaten besteht zwischen dem wirtschaftlichen Wert der Zertifikate und dem wirtschaftlichen Wert des Basiswerts dementsprechend folgender grundsätzlicher Zusammenhang: **Ein Reverse Bonus Zertifikat verliert regelmäßig (d.h. unter Nichtberücksichtigung sonstiger Ausstattungsmerkmale und sonstiger für die Preisbildung von Zertifikaten maßgeblicher Faktoren) dann an Wert, wenn der Wert des Basiswerts steigt. Dementsprechend kann es bei dem Wertpapierinhaber zu einem Totalverlust des eingesetzten Kapitals kommen, wenn der Kurs des Basiswerts entsprechend steigt und das Reverselevel erreicht oder übersteigt.**

*Hebelwirkung bei Reverse Bonus bzw. Capped Reverse Bonus Zertifikaten aufgrund der Reverse-Struktur*

Bei Reverse Bonus bzw. Capped Reverse Bonus Zertifikaten besteht eine Hebelwirkung, deren Höhe von dem Reverselevel abhängt. Ein niedrigerer Reverselevel führt zu einer höheren Hebelwirkung und damit zu einem höheren Verlustrisiko.

#### **Produkt Nr. 5. Risikofaktoren im Hinblick auf Partizipations- und Index-Zertifikate**

Zusätzlich zu den unter "Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin" und "Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin" zu Produkt Nr. 1 beschriebenen Risikofaktoren finden die folgenden speziellen Risikofaktoren auf die Zertifikate Anwendung:

*Risiko im Hinblick auf Partizipations-Zertifikate mit Managementgebühr*

Sofern im Fall von Partizipations-Zertifikaten eine Managementgebühr vorgesehen ist, sollten Wertpapierinhaber beachten, dass die Managementgebühr in der Abhängigkeit von der Haltedauer der Wertpapiere den Betrag mindert, den ein Wertpapierinhaber am Ende der Laufzeit erhält und dass die Managementgebühr darüber hinaus auch während der Laufzeit der Wertpapiere die Preisbildung der Wertpapiere im Sekundärmarkt negativ beeinflusst.

*Risiko eines Totalverlusts*

Partizipations- und Index-Zertifikate sind mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des eingesetzten Kapitals für den Fall, dass der Basiswert am Finalen Bewertungstag wertlos ist.

#### **Produkt Nr. 6. Risikofaktoren im Hinblick auf Twin Win Zertifikate**

Zusätzlich zu den unter "Risikofaktoren im Hinblick auf die begrenzte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin" und "Rendite- und Wiederanlagerisiko bei außerordentlicher Kündigung durch die Emittentin" zu Produkt Nr. 1 beschriebenen Risikofaktoren finden die folgenden speziellen Risikofaktoren auf die Zertifikate Anwendung:

### *Risiko eines Totalverlusts im Fall eines Barriere-Ereignisses*

Wertpapierinhaber sollten beachten, dass im Fall, dass ein Barriere-Ereignis eingetreten ist, das Zertifikat mit einem Direktinvestment in den Basiswert (ohne Berücksichtigung von Dividendenzahlungen) vergleichbar ist, mit der Folge, dass der Wertpapierinhaber auch einem dem Direktinvestment vergleichbaren Verlustrisiko ausgesetzt ist. Aus diesem Grund besteht ein Totalverlustrisiko des Wertpapierinhabers im Hinblick auf das von ihm eingesetzte Kapital. Ein Totalverlust tritt dann ein, wenn der Basiswert am Finalen Bewertungstag wertlos ist.

Ein wichtiger Bestimmungsfaktor hinsichtlich der Wahrscheinlichkeit des Eintritts eines Barriere-Ereignisses ist die Volatilität des Basiswerts. Unter dem Begriff "**Volatilität**" versteht man die Schwankungsbreite bzw. Kursbeweglichkeit des Basiswerts. Je höher die Volatilität eines Basiswerts ist, desto höher ist für den Wertpapierinhaber das Risiko, dass die Barriere verletzt wird. Steigt die Wahrscheinlichkeit der Verletzung der Barriere, führt dies tendenziell zu einem fallenden Preis des Zertifikats.

*Im Fall von Capped Twin Win Zertifikaten ist der Auszahlungsbetrag auf den Höchstbetrag begrenzt*

Unabhängig davon, ob ein Barriere-Ereignis eingetreten ist oder nicht, entspricht der Auszahlungsbetrag maximal dem Höchstbetrag. Das bedeutet, der Wertpapierinhaber partizipiert nicht an einer über den Cap hinausgehenden Entwicklung des Basiswerts, weshalb die Ertragsmöglichkeit bei Capped Twin Win Zertifikaten nach oben hin beschränkt ist.

### **Produkt Nr. 7. Risikofaktoren im Hinblick auf Faktor Zertifikate**

#### *Risiko von Anlagen in gehebelten Basiswerten*

Im Unterschied zu anderen Open End Partizipations-Zertifikaten sind Faktor Zertifikate gehebelt.

Anleger sollten insbesondere beachten, dass bei Faktor Zertifikaten die tägliche Wertentwicklung des Basiswerts mit dem anwendbaren Hebelfaktor gehebelt wird, d. h. positive und negative Bewegungen des Basiswerts haben einen unverhältnismäßigen Einfluss auf den Wert des Zertifikats. Dies bedeutet, dass die Festsetzung des Hebelfaktors gleichzeitig auch die Höhe des Risikos bestimmt. Je höher der Hebel, desto höher ist auch das Risiko. Es ist zu beachten, dass die Preisentwicklung von Faktor Zertifikaten völlig unabhängig von der Kursentwicklung des Basiswerts sein kann.

Im Fall, dass der Kurs des Basiswerts erheblich fällt, kann der Wert des Zertifikats aufgrund des Hebelfaktors auf einen sehr geringen Wert fallen. Zwar führen dann alle späteren Kursgewinne des Basiswerts zu Wertsteigerungen des Zertifikats. Allerdings ist dann das Ausgangsniveau für die Werterholung des Zertifikats sehr niedrig, so dass sich erhebliche Kursgewinne des Basiswerts nur geringfügig auf die Erholung des Preises des Zertifikats auswirken.

Die Faktor Zertifikate sehen eine Art Anpassungslevel (Stop-Loss Barriere) vor, das Anleger vor einem Totalverlust ihres Investments schützen soll. Dennoch ist es möglich, dass ein solches Anpassungslevel unter ungünstigen Umständen Anleger nicht davor schützt, untertätig einen Verlust zu erleiden, der einem Totalverlust des investierten Kapitals nahe kommt.

**Kapitalmärkte unterliegen in der Regel über längere Zeiträume Schwankungen. Aufgrund der Konstruktion der Faktor Zertifikate können diese Schwankungen einen erheblichen negativen Einfluss auf die Wertentwicklung der Zertifikate haben. Faktor Zertifikate eignen sich nicht für eine längerfristige Anlage und bieten sich nicht als Alternative gegenüber einem Direktinvestment an in den Basiswert selbst an, da die Entwicklung der Täglichen Gehebelten Wertentwicklung und damit der Wert der Faktor Zertifikate über einen längeren Zeitraum wesentlich von der Entwicklung des Wertes des Basiswerts selbst abweichen kann.**

*Risikofaktoren im Hinblick auf die unbestimmte Laufzeit der Zertifikate bzw. im Hinblick auf die Kündigungsmöglichkeit der Emittentin*

Die Zertifikate sind nicht mit einer festgelegten Laufzeitbegrenzung ausgestattet (*Open End*). Die Laufzeit der Zertifikate endet entweder (i) durch Ausübung der Zertifikate durch die Wertpapierinhaber oder (ii) durch ordentliche Kündigung durch die Emittentin oder (iii) durch außerordentliche Kündigung durch die Emittentin.

Die Zertifikate können während der Laufzeit durch den Wertpapierinhaber während einer bestimmten Ausübungsfrist durch Abgabe einer Ausübungserklärung ausgeübt werden. Der Auszahlungsbetrag bei ausgeübten Zertifikaten wird auf Grundlage der täglichen Wertentwicklung des Basiswerts an dem betreffenden Ausübungstag berechnet.

Die Emittentin ist darüber hinaus berechtigt, die Zertifikate außerordentlich durch Bekanntmachung zu kündigen, sofern eine Anpassung nicht möglich ist oder wenn gegebenenfalls ein Weiteres Störungsereignis vorliegt. Es ist dabei zu beachten, dass die Emittentin ihr Kündigungsrecht nach billigem Ermessen ausübt und hinsichtlich der Ausübung ihres Kündigungsrechts keinen Bindungen unterliegt. Die Ausübung des außerordentlichen Kündigungsrechts durch die Emittentin kann gegebenenfalls kurzfristig erfolgen, so dass der Wertpapierinhaber unter Umständen keine Möglichkeit mehr hat, sein Zertifikat am Sekundärmarkt zu verkaufen.

Die Ausübung des Kündigungsrechts durch die Emittentin ist in der Regel um so wahrscheinlicher, je höher die Volatilität im Basiswert bzw. je illiquider der Markt in auf den Basiswert bezogenen Finanzinstrumenten (einschließlich des Termin- und Leihemarkts) ist. Aufgrund des Kündigungsrechts der Emittentin können Wertpapierinhaber nicht darauf vertrauen, dass die Zertifikate eine unbegrenzte Laufzeit haben. Wertpapierinhaber sollten daher nicht darauf vertrauen, eine Position in den Zertifikaten über einen längeren Zeitraum halten zu können.

*Rendite- und Wiederanlagerisiko bei ordentlicher bzw. außerordentlicher Kündigung durch die Emittentin*

Wertpapierinhaber sollten beachten, dass die grundsätzlich unbegrenzte Laufzeit der Zertifikate durch eine ordentliche oder eine außerordentliche Kündigung der Emittentin beendet werden kann. Im Fall einer Kündigung trägt der Wertpapierinhaber das Risiko, dass seine Erwartungen auf einen Wertzuwachs der Zertifikate aufgrund der Laufzeitbeendigung nicht mehr erfüllt werden können. Zudem ist im Fall einer Kündigung zu berücksichtigen, dass der Wertpapierinhaber das Wiederanlagerisiko trägt. Dies bedeutet, dass er den durch die Emittentin im Fall einer Kündigung zu zahlenden Kündigungsbetrag möglicherweise nur zu ungünstigeren Marktkonditionen wiederanlegen kann als denen, die beim Erwerb des Zertifikats vorlagen.

*Risiko im Hinblick auf Faktor Zertifikate mit Transaktionsgebühr*

Im Fall von Faktor Zertifikaten auf Futures Kontrakte kann zusätzlich zu den zur Deckung der durch den Rollover (siehe dazu unter "Risikofaktoren in Verbindung mit Futures Kontrakten als Basiswert - Rollover" im Abschnitt 2.2.3 Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten) entstehenden Transaktionskosten eine "Transaktionsgebühr" berechnet werden, deren Höhe sich aus einer in der Referenzwährung ausgedrückten Zahl pro Futures Kontrakt ergibt. Die Umlegung dieser Transaktionskosten auf das Bezugsverhältnis führt zu einem entsprechenden Wertverlust der Zertifikate, wenn die Transaktionsgebühr größer als null ist. Zu berücksichtigen ist weiterhin, dass die Transaktionsgebühr sowohl im

Zusammenhang mit dem Kauf als auch im Zusammenhang mit dem Verkauf der Futures Kontrakte bei einem Rollover anfällt.

#### *Risiko des Totalverlusts*

Im schlechtesten Fall kann es bei Faktor Zertifikaten zum Totalverlust des eingesetzten Kapitals kommen. Dies ist jedenfalls dann der Fall, wenn der Referenzpreis des Basiswerts am Finalen Bewertungstag null beträgt.

### **Risikofaktoren in Bezug auf bestimmte Arten von Basiswerten**

**Je nachdem welcher Basiswert den Zertifikaten zugrunde liegt, sind die Anleger weiteren Risiken ausgesetzt, welche sich aus der Art des Basiswerts und der Verhaltensweise von dessen Marktpreisen ergeben, da der Auszahlungsbetrag, den ein Anleger erhält, von der Wertentwicklung des Basiswerts abhängt. Die in diesem Programm vorgesehenen Basiswerte unterscheiden sich signifikant in ihrer typischen Preisvolatilität. Anleger sollten nur dann in Zertifikate investieren, sofern sie mit dem maßgeblichen Basiswert vertraut sind und ein umfassendes Verständnis bezüglich der Art des Basiswerts als solchem, dem Markt sowie sonstigen Regelungen des maßgeblichen Basiswerts haben, da dies erforderlich ist, um die mit den Zertifikaten verbundenen Risiken zu verstehen; sofern ein solches Verständnis fehlt, kann dies wesentliche nachteilige Auswirkungen für den jeweiligen Anleger haben und dazu führen, dass der Investor sein eingesetztes Kapital ganz oder teilweise verliert.**

#### **Risikofaktoren in Verbindung mit Körben als Basiswert**

*Faktoren, die sich ungünstig auf die Wertentwicklung des Korbes auswirken, beeinträchtigen auch den Wert und den Auszahlungsbetrag der Zertifikate*

Ein Korb als Basiswert setzt sich aus den in den Wertpapierbedingungen genannten Korbbestandteilen (Aktien) zusammen. Die einzelnen Korbbestandteile können je nach Ausstattung im Korb gleichgewichtet sein oder unterschiedliche Gewichtungsfaktoren aufweisen. Grundsätzlich gilt, je kleiner ein Gewichtungsfaktor eines Korbbestandteils ist, desto geringeren Einfluss hat die Kursentwicklung des jeweiligen Korbbestandteils auf die Wertentwicklung des gesamten Korbes. Der jeweilige Wert des Korbes wird auf Grundlage der Kurse der einzelnen Korbbestandteile und des Gewichtungsfaktors berechnet, der dem jeweiligen Korbbestandteil zugeordnet ist.

Im Fall einer hohen Korrelation der Wertentwicklung der einzelnen Korbbestandteile ist davon auszugehen, dass sich bei einer negativen Wertentwicklung eines Korbbestandteils der Wert des gesamten Korbes negativ entwickelt. Anleger sollten nicht darauf vertrauen, dass im Fall einer hohen Korrelation durch die Streuung in mehrere Korbbestandteile ein ausgleichender Effekt eintritt.

Unter der "Korrelation der Korbbestandteile" versteht man – vereinfachend ausgedrückt – den Grad der Abhängigkeit der Wertentwicklung der Korbbestandteile voneinander. Die Korrelation nimmt einen Wert zwischen '-1' und '+1' an, wobei eine Korrelation von '+1', d.h. eine hohe positive Korrelation, bedeutet, dass die Wertentwicklungen der Korbbestandteile immer gleichgerichtet sind. Bei einer Korrelation von '-1', d. h. einer hohen negativen Korrelation, bewegt sich die Wertentwicklung der Korbbestandteile immer genau entgegengesetzt. Eine Korrelation von '0' besagt, dass es nicht möglich ist, eine Aussage über den Zusammenhang der Wertentwicklung der Korbbestandteile zu treffen. Stammen bei Aktien als Korbbestandteilen z. B. sämtliche Aktien aus derselben Branche und demselben Land, so ist generell von einer hohen positiven Korrelation auszugehen. Die Korrelation kann aber beispielsweise sinken, wenn sich die Aktiengesellschaften, deren Aktien Korbbestandteil sind, in starker Konkurrenz um Marktanteile und dieselben Absatzmärkte befinden.

Die Emittentin ist berechtigt, die bei Auflegung der Wertpapiere festgelegte Zusammensetzung des Korbes unter bestimmten Umständen anzupassen. Daher können Anleger nicht davon ausgehen, dass die Zusammensetzung des Korbes bzw. die Gewichtung der einzelnen Korbbestandteile während der Laufzeit der Wertpapiere identisch bleibt.

## **Risikofaktoren in Verbindung mit Indizes als Basiswert**

*Faktoren, die sich ungünstig auf die Wertentwicklung des Index auswirken, beeinträchtigen auch den Wert und den Auszahlungsbetrag der Zertifikate*

Bei auf Indizes bezogenen Zertifikaten hängt die Höhe des Auszahlungsbetrags von der Wertentwicklung des Index ab. Risiken des Index sind damit auch Risiken der Zertifikate. Die Wertentwicklung des Index hängt wiederum von den einzelnen Indexbestandteilen ab, aus denen sich der jeweilige Index zusammensetzt. Aktienindizes bestehen aus einem synthetischen Aktienportfolio und als solchem hängt die Entwicklung eines Index sowohl von den dem Index zugrundeliegenden makroökonomischen Faktoren, wie zum Beispiel Zinsen und Preisniveaus an den Kapitalmärkten, Währungsentwicklungen, politische Faktoren, als auch unternehmensspezifischen Faktoren, wie die Ertragslage, Marktposition, Risikolage, Zusammensetzung der Aktionärsstruktur und Ausschüttungspolitik, ab. ETF Indizes bestehen aus einem synthetischen Portfolio von börsengehandelten Fonds (ETFs) und als solchem hängt die Entwicklung eines Index, der auf ETFs bezogen ist, von der Entwicklung der maßgeblichen börsengehandelten Fonds ab sowie dem Index, der dem ETF zugrunde liegt (und den Bestandteilen, aus denen sich der maßgebliche Index, der dem jeweiligen ETF zugrunde liegt, zusammensetzt). Während der Laufzeit kann der Marktwert der Zertifikate jedoch auch von der Wertentwicklung des Index bzw. der Indexbestandteile abweichen, da weitere Faktoren zum Beispiel die Korrelationen, die Volatilitäten und das Zinsniveau Einfluss auf die Preisentwicklung der Zertifikate haben können. Im Fall von Performanceindizes kann auch die Wiederanlage von Dividendenzahlungen in Bezug auf die Indexbestandteile Einfluss auf die Preisentwicklung der Zertifikate haben.

*Die Emittentin hat keinerlei Einfluss auf die Existenz, Zusammensetzung und die Berechnung eines Index*

Es ist zu beachten, dass der Index-Sponsor eines Index Bestandteile dieses Index hinzufügen, löschen oder austauschen kann oder methodologische Änderungen vornehmen kann, die die Gewichtung einer oder mehrerer Bestandteile verändern können. Die Veränderung von Bestandteilen eines Index kann die Gewichtung dieses Index beeinflussen, da sich ein neu hinzugefügtes Unternehmen erheblich schlechter oder besser als das ersetzte Unternehmen entwickeln kann, wodurch wiederum die Zahlungen der Emittentin an die Käufer der Zertifikate beeinflusst werden können. Der Index-Sponsor eines solchen Index kann auch die Berechnung oder Verbreitung dieses Index ändern, einstellen oder aussetzen. Der Index-Sponsor eines Index ist an dem Angebot und Verkauf der Zertifikate nicht beteiligt und hat keine Verpflichtung gegenüber den Käufern dieser Zertifikate. Der Index-Sponsor eines Index kann Handlungen in Bezug auf diesen Index ohne Rücksicht auf die Interessen der Käufer der Zertifikate vornehmen und jede dieser Handlungen kann den Marktwert der Zertifikate nachteilig beeinträchtigen.

*Sich auf einen Kurs-Index beziehende Zertifikate berücksichtigen keine Dividenden und sonstige Ausschüttungen, welche in Bezug auf die Indexbestandteile gezahlt werden, da diese nicht in dem Kurs eines solchen Index reflektiert werden*

Die für die Zusammensetzung und Berechnung des jeweiligen zugrundeliegenden Index anwendbaren Regeln können vorschreiben, dass die auf seine Bestandteile ausgeschütteten Dividenden nicht zu einem Anstieg des Indexstands führen, beispielsweise wenn es sich um einen "Preis" Index handelt, was zu einem Rückgang des Indexstands führen kann, obgleich alle anderen Umstände unverändert bleiben. Daher partizipieren die Käufer von Zertifikaten in den Fällen, in denen der Basiswert zu diesem Typ von Index gehört, nicht an Dividenden oder anderen Ausschüttungen, die auf die im Index enthaltenen Bestandteile gezahlt werden. Selbst wenn die Regeln des jeweiligen zugrundeliegenden Index es vorsehen, dass ausgeschüttete Dividenden oder andere Ausschüttungen aus den Bestandteilen in den Index reinvestiert und daher zu einem Anstieg seiner der Gewichtung führen, kann es unter bestimmten Umständen vorkommen, dass Dividenden oder andere Ausschüttungen nicht vollständig in diesen Index reinvestiert werden.

*Der Index-Sponsor tätigt keine den Wert des Index beeinflussenden Aktivitäten und gibt keine Anlageempfehlungen in Bezug auf den Index*

Der Index-Sponsor oder Lizenzgeber tätigt keine Verkäufe und führt keine Förderungs- oder Werbeaktivitäten für die Zertifikate durch. Er erteilt keine Anlageempfehlungen für die Zertifikate. Insbesondere wird der Index bestimmt, zusammengesetzt und berechnet durch den Index-Sponsor oder Lizenzgeber ohne Rücksicht auf die Emittentin und die Zertifikate.

Der Index-Sponsor eines Index ist an dem Angebot und Verkauf der Zertifikate nicht beteiligt und hat keine Verpflichtung gegenüber den Käufern dieser Zertifikate. Der Index-Sponsor eines Index kann Handlungen in Bezug auf diesen Index ohne Rücksicht auf die Interessen der Käufer der Zertifikate vornehmen und jede dieser Handlungen kann den Marktwert der Zertifikate nachteilig beeinträchtigen.

Weder der Index-Sponsor noch der Lizenzgeber übernehmen die Verantwortung oder Haftung für die Vermarktung bzw. den Handel der Zertifikate.

Die Wertpapierinhaber haben keine Ansprüche in Bezug auf die dem Index zugrunde liegenden Indexbestandteile

Auch wenn die Höhe der auf die Zertifikate zu leistende Zahlung maßgeblich von der Wertentwicklung des zugrunde liegenden Index abhängt, begründen die Zertifikate keine Rückgriffsrechte gegenüber den Emittenten der dem Index zugrundeliegenden Aktien.

### **Risikofaktoren in Verbindung mit Exchange Traded Funds (ETFs - börsengehandelte Fonds) als Basiswert**

*Verschiedene unvorhersehbarer Faktoren können die Wertentwicklung von Exchange Traded Funds beeinflussen*

Ein Exchange Traded Fund ("ETF") versucht, die Wertentwicklung eines Index (in Bezug auf einen solchen ETF, ein "**Zugrundeliegender Index**") oder bestimmter Vermögenswerte, Kontrakte und/oder Instrumente, in die der ETF investiert oder die von diesem gehalten werden, abzubilden. Die Wertentwicklung eines ETF kann von unternehmensspezifischen Faktoren wie der Ertragslage, Marktposition, Risikosituation, Struktur der Anteilseigner und Vertriebspolitik der Unternehmen, aus denen der Zugrundeliegende Index gebildet wird, oder von dem Wert solcher Vermögenswerte, Kontrakte und/oder Instrumente, in die der ETF investiert oder die der ETF hält oder abbildet, ebenso wie von makroökonomischen Faktoren wie dem Zins- oder Preisniveau an den Kapitalmärkten, Währungsentwicklungen und politischen Faktoren abhängen.

Der Nettovermögenswert der Anteile an einem ETF und kann anhand der Höhe der Anteile des ETF an den Unternehmen, aus denen der Zugrundeliegende Index gebildet wird, berechnet werden, ohne den Wert der Dividenden, die auf diese in dem ETF enthaltenen Anteile gezahlt werden (sofern der ETF versucht, die Wertentwicklung des Zugrundeliegenden Index abzubilden) zu berücksichtigen. Der Nettovermögenswert kann auch anhand des Wertes solcher Vermögenswerte, Kontrakte und/oder Instrumente, in die der ETF investiert oder die von ihm gehalten werden, wie in dem jeweiligen Verkaufsprospekt oder den Gründungsdokumenten angegeben, berechnet werden.

Deshalb ist eine Anlage in die Zertifikate, die an einen ETF gekoppelt sind, nicht dasselbe wie eine Direktanlage in einen entsprechenden Zugrundeliegenden Index oder in Anteile derjenigen Unternehmen, aus denen der Zugrundeliegende Index gebildet wird oder in solche Vermögenswerte, Kontrakte, und/oder Instrumente, in die der ETF investiert oder die von ihm gehalten werden. Die Rendite einer solchen Anlage kann somit geringer ausfallen als die Rendite einer Direktanlage in einen solchen Index oder Anteil.

*Es besteht das Risiko, dass die Rendite auf die Zertifikate nicht der Rendite auf eine Direktanlage in die Fondsanteile bzw. die Vermögenswerte entspricht, die im Portfolio des ETF enthalten sind und an die die Zertifikate gekoppelt sind*

Die Rendite, die ein Anleger mit an einen ETF gekoppelten Zertifikaten erzielt, entspricht unter Umständen nicht der Rendite, die der Anleger erzielen würde, wenn er die Fondsanteile bzw. tatsächlich die jeweiligen Vermögenswerte erworben hätte, die im Fondsportfolio bzw. in

den Fondsportfolios enthalten sind. Handelt es sich beispielsweise bei den im Portfolio des ETF enthaltenen Vermögenswerten um Aktien oder einen Aktienindex, so erhalten Anleger in die Zertifikate, die an den betreffenden ETF gekoppelt sind, keine Dividenden auf diese Aktien bzw. die in diesem Aktienindex enthaltenen Aktien und profitieren nicht von solchen Dividenden, es sei denn, der betreffende ETF berücksichtigt sie bei der Berechnung des Inventarwerts des betreffenden ETF. Auch stehen den Anlegern in an einen ETF gekoppelte Zertifikate keine Stimmrechte in Bezug auf die Aktien oder sonstigen Vermögenswerte zu, die im Fondsportfolio bzw. in den Fondsportfolios enthalten sind. Dementsprechend erhält ein Anleger in an einen ETF gekoppelte Zertifikate unter Umständen (wenn überhaupt) nach Rückzahlung der Zertifikate eine niedrigere Zahlung, als dies bei einer Direktanlage in die Fondsanteile bzw. in die im Fondsportfolio bzw. in den Fondsportfolios enthaltenen Vermögenswerte der Fall gewesen wäre.

*Eine Änderung der Zusammensetzung des ETF oder seine Einstellung könnte sich nachteilig auf den Marktwert und eine etwaige Rendite der daran gekoppelten Zertifikate auswirken*

Die Emittentin hat keinen Einfluss auf die Zusammensetzung oder Wertentwicklung eines Fonds bzw. eines Index, den dieser Fonds zu replizieren beabsichtigt. Die Verwaltungsgesellschaft bzw. der Lizenzgeber oder Index-Sponsor eines Zugrundeliegenden Index kann den in diesem Index enthaltenen Vermögenswerten weitere Vermögenswerte hinzufügen oder entnehmen oder Ersetzungen der im Index enthaltenen Vermögenswerte oder sonstige Änderungen der Fondsmethodik vornehmen, die sich auf den Wert des ETF bzw. des dem Zugrundeliegenden Index auswirken könnten. Eine Ersetzung von Vermögenswerten, die im Portfolio eines Fonds bzw. in einem Zugrundeliegenden Index enthalten sind, kann sich auf den Wert dieses ETF auswirken, da sich ein neu hinzugefügter Vermögenswert unter Umständen signifikant schlechter oder besser entwickeln kann als der durch ihn ersetzte Vermögenswert, was sich wiederum auf den Marktwert der Zertifikate bzw. die Zahlungen (oder sonstigen Leistungen) auswirken kann, die im Rahmen der Zertifikate zu leisten bzw. zu erbringen sind. Die Verwaltungsgesellschaft bzw. der Lizenzgeber oder Index-Sponsor eines Zugrundeliegenden Index kann darüber hinaus die Berechnung dieses ETF bzw. des Zugrundeliegenden Index oder die Veröffentlichung von Informationen über diesen ETF bzw. den Zugrundeliegenden Index ändern, einstellen oder aussetzen. Die Verwaltungsgesellschaft bzw. der Lizenzgeber oder Index-Sponsor dieses Zugrundeliegenden Index sind nicht an dem Angebot und Vertrieb der Zertifikate beteiligt und sind nicht verpflichtet, hierin zu investieren. Die Verwaltungsgesellschaft bzw. der Lizenzgeber oder Index-Sponsor dieses Zugrundeliegenden Index kann Handlungen in Bezug auf diesen ETF oder diesen Zugrundeliegenden Index vornehmen, ohne dabei die Interessen der Anleger in die Zertifikate zu berücksichtigen, und jede solche Handlung könnte den Marktwert dieser Zertifikate (oder einen darauf zahlbaren Betrag) nachteilig beeinflussen. Insbesondere kann aus vielerlei Gründen keine Gewähr dafür gegeben werden, dass die Wertentwicklung eines ETF der Wertentwicklung der Vermögenswerte entspricht, die im Portfolio des ETF enthalten sind bzw. welche der ETF zu replizieren beabsichtigt.

Die Emittentin gibt keinerlei Zusicherung, dass alle Ereignisse, die vor dem Ersten Valutatag der Zertifikate eintreten und den Handelspreis des jeweiligen ETF beeinflussen würden, öffentlich bekannt gemacht werden. Die nachträgliche Veröffentlichung solcher Ereignisse oder die Veröffentlichung oder das Unterlassen der Veröffentlichung von wesentlichen zukünftigen Ereignissen, die die jeweiligen Emittenten der in dem ETF enthaltenen Anteile betreffen, könne den Handelspreis der Anteile eines ETF und daher auch den Handelspreis und die Rendite der Zertifikate beeinflussen.

*Wenn der Zugrundeliegende Index oder der ETF selbst wesentlich verändert werden, können die Bedingungen der Zertifikate angepasst oder die Zertifikate vorzeitig zurückgezahlt werden*

Wenn der Zugrundeliegende Index zu irgendeinem Zeitpunkt wesentlich verändert wird oder wenn der ETF auf eine andere Weise modifiziert wird, so dass nach Ansicht der Emittentin nicht der wahre Nettovermögenswert des ETF widerspiegelt wird, welcher vorläge, wenn die Änderungen oder Modifikationen nicht vorgenommen worden wären, wird die Emittentin ab



diesem Zeitpunkt die erforderlichen Berechnungen und Anpassungen vornehmen, um zu einem Preis eines ETF zu gelangen, welcher mit dem ETF vergleichbar wäre, wenn die Änderungen und Modifikationen nicht vorgenommen worden wären. Die Emittentin wird die maßgeblichen Kurse dann anhand des angepassten ETF berechnen. Wenn der ETF folglich in einer Weise modifiziert wird, dass der Kurs seiner Anteile einen Bruchteil dessen darstellen würde, welchen diese ohne die Modifikationen haben würden (zum Beispiel aufgrund eines Splits oder eines umgekehrten Splits), wird die Emittentin den Kurs anpassen, um zu einem Kurs des ETF zu gelangen, welcher vorläge, wenn die Modifikation nicht stattgefunden hätte (zum Beispiel als ob der Split oder der umgekehrte Split nicht stattgefunden hätte). Die Emittentin kann festlegen, dass wegen der Modifikation der Berechnungsmethode keine Anpassung notwendig ist. Jede dieser Festlegungen kann den Wert und die Rendite der Zertifikate negativ beeinflussen.

#### *Risiken in Bezug auf Marktpreise*

Der Marktpreis von ETFs kann in Abhängigkeit von Angebot und Nachfrage, der Liquidität und den Kursspannen am Sekundärmarkt von ihrem Nettovermögenswert abweichen, d.h. der Marktpreis je Fondsanteil könnte über oder unter dessen Nettovermögenswert liegen und wird im Lauf eines Handelstags schwanken.

*Die Wertentwicklung eines ETF, dessen Portfolio schwerpunktmäßig aus Vermögenswerten einer einzelnen Branche oder mehrerer verwandter Branchen bestehen, ist unter Umständen volatiliter als bei ETFs, deren Portfolios aus Vermögenswerten mit höherer Diversifizierung bestehen*

Anleger in Zertifikate, die an einen ETF gekoppelt sind, dessen Portfolios schwerpunktmäßig aus Vermögenswerten einer einzelnen Branche oder mehrerer verwandter Branchen bestehen, sollten sich bewusst sein, dass die Wertentwicklung des betreffenden ETF unter Umständen volatiliter sein kann als bei ETFs, deren Portfolios aus Vermögenswerten mit höherer Diversifizierung bestehen.

#### **Risikofaktoren in Verbindung mit Aktien als Basiswert**

*Faktoren, die sich ungünstig auf die Wertentwicklung der Aktien auswirken, beeinträchtigen auch den Wert und den Auszahlungsbetrag der Zertifikate*

Maßgebend für die Entwicklung des Preises der Zertifikate ist die Entwicklung des Aktienkurses. Die Entwicklung des Aktienkurses lässt sich nicht vorhersagen und wird beeinflusst durch makroökonomische Faktoren, wie z.B. des Zinssatzes oder des Kursniveaus an den Kapitalmärkten, Währungsentwicklungen, politischen Gegebenheiten, wie auch durch unternehmensspezifische Faktoren wie z.B. Ertragslage, Marktposition, Risikosituation, Aktionärsstruktur und Ausschüttungspolitik.

*Sich auf Aktien beziehende Zertifikate berücksichtigen insbesondere keine Dividenden und sonstige Ausschüttungen, welche in Bezug auf die Aktien gezahlt werden*

Erwerber der Zertifikate erhalten keine Dividenden oder sonstigen Ausschüttungen, die auf, als Basiswert dienende, Aktien gezahlt werden. Die Rendite aus den Zertifikaten wird daher nicht der Rendite entsprechen, den ein Erwerber erzielt hätte, wenn er oder sie die Aktien tatsächlich besessen hätte und Dividenden auf sie erhalten hätte. Ebenso stehen den Wertpapierinhabern keine Stimmrechte in Bezug auf die Aktie zu.

*Maßnahmen der Emittentin einer Aktie können sich nachteilig auf die Zertifikate auswirken*

Der Emittent einer Aktie wirkt bei einem Angebot und Verkauf der Zertifikate nicht mit und hat keine Verpflichtungen gegenüber den Wertpapierinhabern. Der Emittent einer Aktie kann jede Maßnahme im Hinblick auf diese Aktie ohne Rücksicht auf die Interessen der Wertpapierinhaber vornehmen. Jede dieser Handlungen kann sich nachteilig auf den Marktwert der Zertifikate bzw. den Ertrag aus den Zertifikate auswirken.

*Wertpapierinhaber haben keine Ansprüche gegenüber der Aktienemittentin*

Auch wenn die Rückzahlung der Zertifikate ganz maßgeblich von der Wertentwicklung der zugrundeliegenden Aktie abhängt, begründen die Zertifikate keinerlei Rückgriffsrechte oder sonstige Ansprüche gegenüber dem Emittenten der den Zertifikaten zugrunde liegenden Aktien.

### **Risikofaktoren in Verbindung mit Währungs-Wechselkursen als Basiswert**

Währungs-Wechselkurse geben das Wertverhältnis einer bestimmten Währung zu einer anderen Währung an. Im internationalen Devisenhandel, in dem eine bestimmte Währung gegen eine andere gehandelt wird, bezeichnet man die Währung, die gehandelt wird, als "Handelswährung", während die Währung, die den Preis für die Handelswährung angibt, als "Referenzwährung" bezeichnet wird. Beispielhaft bedeutet daher der Wechselkurs "EUR/USD 1,1684", dass für den Kauf von einem Euro (= Handelswährung) 1,1684 USD (= Referenzwährung) zu zahlen sind. Ein Anstieg dieses Wechselkurses bedeutet daher einen Anstieg des Euro gegenüber dem US-Dollar. Umgekehrt bedeutet der Wechselkurs "USD/EUR 0,8556", dass für den Kauf von einem US-Dollar 0,8556 EUR zu zahlen sind. Ein Anstieg dieses Wechselkurses bedeutet daher einen Anstieg des US-Dollar gegenüber dem Euro.

Die Entwicklung von Wechselkursen unterliegt dem Angebot und der Nachfrage nach Währungen an internationalen Devisenmärkten, die von wirtschaftlichen Faktoren abhängen, einschließlich der Inflationsraten der jeweiligen Länder, Zinsdifferenzen zum Ausland, der Einschätzung der jeweiligen Konjunktorentwicklung, der weltpolitische Situation, der Konvertierbarkeit einer Währung in eine andere, der Sicherheit von Geldanlagen in der jeweiligen Währung, Spekulationen und der von Regierungen und Zentralbanken ergriffenen Maßnahmen. Derartige Maßnahmen beinhalten unter anderem, aber nicht abschließend, die Auferlegung regulatorischer Kontrollen oder Steuern, die Ausgabe neuer Währungen, um eine bestehende Währung zu ersetzen, Veränderungen des Wechselkurses oder der Währungsseigenschaften durch Abwertung oder Aufwertung einer Währung oder die Auferlegung von Devisenkontrollen in Bezug auf Umtausch oder Transferierung einer bestimmten Währung, die sowohl die Wechselkurse als auch die Verfügbarkeit einer bestimmten Währung beeinflussen können.

Als Kurse für die Währungs-Wechselkurse können Werte von unterschiedlichen Quellen herangezogen werden. Einerseits können diese Währungswechselkurspreise sein, die im sogenannten Interbankenhandel zustande kommen, da der Großteil des internationalen Devisenhandels zwischen Großbanken abgewickelt wird. Solche Werte werden auf Seiten von anerkannten Wirtschaftsinformationsdiensten (wie z.B. Reuters oder Bloomberg) veröffentlicht.

Andererseits können als Kurs für die Währungs-Wechselkurse auch bestimmte amtliche, von Zentralbanken (wie z.B. der Europäischen Zentralbank) festgestellte Währungswechselkurse herangezogen werden. Darüber hinaus ist es möglich, dass der Kurs bestimmter Währungswechselkurspaare gegebenenfalls nicht in geeigneter Form an einem Referenzmarkt abrufbar ist. Bei diesen Währungs-Wechselkursen wird der Kurs deshalb von der Berechnungsstelle mittelbar über zwei Währungswechselkurspaare, die jeweils eine Währung des den Zertifikaten zugrunde liegenden Währungswechselkurspaares und zusätzlich eine gemeinsame Auszahlungswährung beinhalten, ermittelt. Die Ermittlung des Kurses des den Zertifikaten zugrundeliegenden Währungswechselkurses erfolgt durch Gegenrechnung dieser beiden Währungswechselkurse.

### **Risikofaktoren in Verbindung mit Zinssätzen als Basiswert**

Die Entwicklung des jeweiligen Zinssatzes ist zum Zeitpunkt der Emission nicht vorhersehbar und hängt von einer Vielzahl von Faktoren ab, u.a. von Angebots- und Nachfragefaktoren auf den internationalen Geldmärkten, die durch Maßnahmen von Regierungen und Zentralbanken sowie Spekulationen und gegebenenfalls volkswirtschaftlichen Faktoren beeinflusst werden.

## **Risikofaktoren in Verbindung mit Rohstoffen als Basiswert**

Rohwaren bzw. Rohstoffe werden im Allgemeinen in drei Hauptkategorien eingeteilt: Mineralische Rohstoffe (wie z.B. Öl, Gas, Aluminium und Kupfer), landwirtschaftliche Erzeugnisse (wie z.B. Weizen und Mais) und Edelmetalle (wie z.B. Gold und Silber). Ein Großteil der Rohwaren bzw. Rohstoffe wird an spezialisierten Börsen oder direkt zwischen Marktteilnehmern (Interbankenhandel) weltweit in Form von OTC-Geschäften ("over the counter", außerbörslich) mittels weitgehend standardisierter Kontrakte gehandelt.

Preisrisiken bei Rohwaren bzw. Rohstoffen sind häufig komplex. Die Preise sind größeren Schwankungen (Volatilität) als bei anderen Anlagekategorien unterworfen. Insbesondere weisen Rohwaren-Märkte eine geringere Liquidität als Renten-, Devisen- und Aktienmärkte auf. Daher wirken sich Angebots- und Nachfrageveränderungen drastischer auf Preise und Volatilität aus, wodurch Anlagen in Rohwaren risikoreicher und komplexer sind.

Die Einflussfaktoren auf Preise von Rohwaren sind zahlreich und komplex. Exemplarisch werden einige typische Faktoren aufgeführt, die sich in Rohwaren-Preisen niederschlagen.

### *Angebot und Nachfrage*

Die Planung und das Management der Versorgung mit Rohwaren nehmen viel Zeit in Anspruch. Daher ist der Angebotsspielraum bei Rohwaren begrenzt und es ist nicht immer möglich, die Produktion schnell an Nachfrageveränderungen anzupassen. Die Nachfrage kann auch regional unterschiedlich sein. Die Transportkosten für Rohwaren in Regionen, in denen diese benötigt werden, wirken sich darüber hinaus auf die Preise aus. Das zyklische Verhalten einiger Rohwaren, wie z.B. landwirtschaftliche Erzeugnisse, die während bestimmter Jahreszeiten produziert werden, kann starke Preisschwankungen nach sich ziehen.

### *Direkte Investitionskosten*

Direkte Investitionen in Rohwaren sind mit Kosten für Lagerung, Versicherung und Steuern verbunden. Weiters werden auf Rohwaren keine Zinsen oder Dividenden gezahlt. Die Gesamtrendite von Rohwaren wird durch diese Faktoren beeinflusst.

### *Liquidität*

Nicht alle Rohwaren-Märkte sind liquide und können schnell und in ausreichendem Umfang auf Veränderungen der Angebots- und Nachfragesituation reagieren. Da an den Rohwaren-Märkten nur wenige Marktteilnehmer aktiv sind, können starke Spekulationen negative Konsequenzen haben und Preisverzerrungen nach sich ziehen.

### *Wetter und Naturkatastrophen*

Ungünstige Wetterbedingungen können das Angebot bestimmter Rohstoffe für das Gesamtjahr beeinflussen. Eine so ausgelöste Angebotskrise kann zu starken und unberechenbaren Preisschwankungen führen. Auch die Ausbreitung von Krankheiten und der Ausbruch von Epidemien können die Preise von landwirtschaftlichen Erzeugnissen beeinflussen.

### *Staatliche Programme und Grundsätze, nationale bzw. internationale politische, militärische sowie wirtschaftliche Ereignisse und Handelsaktivitäten mit Rohstoffen*

Rohwaren werden oft in Schwellenländern produziert und von Industrieländern nachgefragt. Die politische und wirtschaftliche Situation von Schwellenländern ist jedoch meist weitaus weniger stabil als in den Industrieländern. Sie sind weit eher den Risiken rascher politischer Veränderungen und konjunktureller Rückschläge ausgesetzt. Politische Krisen können das Vertrauen von Anlegern erschüttern, was wiederum die Preise von Rohwaren beeinflussen kann. Kriegerische Auseinandersetzungen oder Konflikte können Angebot und Nachfrage bestimmter Rohwaren verändern. Darüber hinaus ist es möglich, dass Industrieländer ein Embargo beim Export und Import von Waren und Dienstleistungen auferlegen. Dies kann sich direkt oder indirekt auf den Preis von Rohwaren niederschlagen. Ferner sind eine Reihe von

Rohwaren-Produzenten zu Organisationen oder Kartellen zusammengeschlossen, um das Angebot zu regulieren und damit die Preise zu beeinflussen.

#### *Steuern und Zölle*

Änderungen der Steuersätze und Zölle können sich für Rohwaren-Produzenten rentabilitätsmindernd oder –steigend auswirken. Sofern diese Kosten an Käufer weitergegeben werden, wirken sich solche Veränderungen auf die Preise der betreffenden Rohwaren aus.

### **Risikofaktoren in Verbindung mit Futures Kontrakten als Basiswert**

#### *Allgemein*

Futures Kontrakte, auch Terminkontrakte genannt, sind standardisierte Termingeschäfte bezogen auf (i) Finanzinstrumente (z.B. Aktien, Indizes, Zinssätze, Dividenden oder Devisen) sog. Finanzterminkontrakte oder (ii) Rohstoffe (z.B. Edelmetalle, Weizen oder Zucker) sog. Wareterminkontrakte.

Ein Futures Kontrakt verkörpert die vertragliche Verpflichtung, eine bestimmte Menge des jeweiligen Vertragsgegenstandes zu einem festgelegten Termin zu einem vereinbarten Preis zu kaufen oder zu verkaufen. Futures Kontrakte werden an Terminbörsen gehandelt und sind zu diesem Zwecke hinsichtlich Kontraktgröße, Art und Güte des Vertragsgegenstandes und eventueller Lieferorte und Liefertermine standardisiert. Grundsätzlich besteht eine enge Korrelation zwischen der Preisentwicklung des dem Basiswert zugrunde liegenden Finanzinstruments bzw. Rohstoffs an einem Kassamarkt und dem korrespondierenden Futuresmarkt. Allerdings werden Futures Kontrakte grundsätzlich mit einem Auf- oder Abschlag gegenüber dem Kassakurs des zugrunde liegenden Finanzinstruments bzw. Rohstoffs gehandelt. Dieser in der Terminbörsenterminologie als "Basis" bezeichnete Unterschied zwischen Kassa- und Futurespreis resultiert einerseits aus der Miteinberechnung von bei Kassageschäften üblicherweise anfallenden Kosten (Lagerhaltung, Lieferung, Versicherungen etc.) bzw. von mit Kassageschäften üblicherweise verbundenen Einnahmen (Zinsen, Dividenden etc.), andererseits aus der unterschiedlichen Bewertung von allgemeinen Marktfaktoren am Kassa- und am Futuresmarkt. Ferner kann je nach Finanzinstrument bzw. Rohstoff die Liquidität am Kassa- und am entsprechenden Futuresmarkt erheblich voneinander abweichen.

Da sich die Zertifikate auf den Börsenkurs der den Zertifikaten zugrunde liegenden Futures Kontrakte beziehen, ist es empfehlenswert, dass der Wertpapierinhaber neben Kenntnissen über den Markt für das dem jeweiligen Futures Kontrakt zugrunde liegende Finanzinstrument bzw. den Markt für den dem jeweiligen Futures Kontrakt zugrunde liegenden Rohstoff auch über Kenntnisse bezüglich der Funktionsweise und Bewertungsfaktoren von Termingeschäften verfügt, da nur in diesem Fall eine sachgerechte Bewertung der mit dem Kauf dieser Zertifikate verbundenen Risiken möglich ist.

#### *Rollover*

Da Futures Kontrakte als Basiswert der Zertifikate jeweils einen bestimmten Verfalltermin haben, wird durch die Emittentin bei Open End Partizipations-Zertifikaten oder Faktor Zertifikaten zu einem in den Zertifikatsbedingungen bestimmten Zeitpunkt der Basiswert jeweils durch einen Futures Kontrakt ersetzt, der außer einem später in der Zukunft liegenden Verfalltermin die gleichen Vertragsspezifikationen aufweist wie der anfänglich zugrunde liegende Futures Kontrakt ("**Rollover**").

Die Anbieterin wird am in den Zertifikatsbedingungen festgelegten Rollovertag zu diesem Zwecke ihre durch die jeweiligen Absicherungsgeschäfte eingegangenen Positionen in Bezug auf den bisherigen Futures Kontrakt, dessen Verfalltermin nahe bevorsteht, auflösen und entsprechende Positionen in Bezug auf einen Futures Kontrakt mit identischen Ausstattungsmerkmalen, aber längerer Laufzeit aufbauen.

Nach Abschluss des Rollover wird gemäß den Zertifikatsbedingungen auf Grundlage des Rolloverkurses für den Nachfolgewert das Bezugsverhältnis angepasst.

**Risiken im Hinblick auf die Regulierung und Reform von "Referenzwerten", einschließlich des LIBOR, EURIBOR und weiterer Zinssatz-, Aktien-, Rohstoff-, oder Devisenreferenzwerten und weiterer Arten von Referenzwerten.**

Die London Interbank Offered Rate ("**LIBOR**"), die Euro Interbank Offered Rate ("**EURIBOR**") und andere Zinssatz-, Aktien-, Rohstoff- oder Devisenreferenzwerte und weitere Arten von Referenzsätzen und Indizes gelten als "Referenzwerte" und sind Gegenstand fortlaufender nationaler und internationaler Reformvorschläge. In Folge solcher Reformvorschläge können Referenzwerte eine andere Wertentwicklung aufweisen als in der Vergangenheit, oder ganz wegfallen. Weiterhin können sich auch sonstige Folgen ergeben, die gegenwärtig nicht absehbar sind. Jede dieser Folgen könnte eine wesentliche negative Auswirkung auf an einen solchen Referenzwert gekoppelte Zertifikate haben.

Zu den maßgeblichen internationalen Reformvorschlägen und -initiativen in diesem Bereich gehören, unter anderem, die im Juli 2013 veröffentlichten Grundsätze für finanzielle Benchmarks (die "**IOSCO Benchmark Grundsätze**"), die Benchmark Verordnung über Indizes (die "**Benchmark Verordnung**"), die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet wird und der von der britischen Financial Conduct Authority (die "**FCA**") vorgeschlagene Übergang vom LIBOR hin zu einer oder mehreren alternativen Referenzwert(en).

Die IOSCO Benchmark Grundsätze verfolgen das Ziel, ein übergreifendes Regelwerk für Referenzwerte, die im Finanzmarkt verwendet werden, zu schaffen, wobei dieses insbesondere Kontrolle und Verantwortlichkeit als auch die Qualität und Transparenz der Referenzwertgestaltung und der Referenzwert methodologien umfassen soll. Nachfolgende Umsetzungsüberprüfungen haben ergeben, dass die Mehrheit der überprüften Administratoren sich umfassend bemüht, die IOSCO Benchmark Grundsätze umzusetzen. Die Überprüfungen zeigen aber auch auf, dass sich die "Benchmark-Branche" im Wandel befindet; IOSCO wird möglicherweise zukünftig weitere Schritte unternehmen müssen, auch wenn momentan nicht klar ist, wie diese Schritte aussehen könnten.

Die Benchmark Verordnung ist im Juni 2016 in Kraft getreten und ist seit dem 1.1.2018 uneingeschränkt anwendbar (abgesehen von einigen Bestimmungen, einschließlich solcher bezüglich "kritischer Referenzwerte", die bereits mit Wirkung zum 30.6.2016 in Kraft getreten sind), vorbehaltlich bestimmter Übergangsbestimmungen. Die Benchmark Verordnung gilt für "Kontributoren", "Administratoren" und "Nutzer" von Referenzwerten in der EU. Seit dem 1.1.2018 wird unter anderem (a) von EU-Referenzwert Administratoren verlangt, dass sie zugelassen oder registriert sind und die Anforderungen in Bezug auf die Verwaltung von Referenzwerten erfüllen, (b) die Verwendung von Referenzwerten in der EU für solche Referenzwerte untersagt, die von EU-Administratoren bereitgestellt werden, die nicht gemäß der Benchmark Verordnung zugelassen oder registriert sind, und (c) die Verwendung von Referenzwerten in der EU verboten, die durch Nicht-EU-Administratoren zur Verfügung gestellt werden, die (i) nicht zugelassen oder registriert sind und vorbehaltlich, dass sie der Aufsicht in einer Jurisdiktion unterliegen, für die eine "Gleichwertigkeitsentscheidung" gemäß der Benchmark Verordnung erlassen wurde, oder (ii) wenn eine solche Gleichwertigkeitsentscheidung bevorsteht, wenn sie von den zuständigen Behörden des/der betreffenden EU-Mitgliedstaat(en) "anerkannt" wird. Eine Ausnahme hiervon stellt der Fall dar, dass ein von einem Nicht-EU-Administrator zur Verfügung gestellter Referenzwert von einem in der EU zugelassenen oder registrierten Administrator oder einem in der EU ansässigen beaufsichtigten Unternehmen in der EU zugelassen werden kann, nachdem die entsprechende zuständige Aufsichtsbehörde diese Zulassung genehmigt hat.

Der Anwendungsbereich der Benchmark Verordnung ist weit und wird, außer für sogenannte "kritische Referenzwerte" wie den EURIBOR, in Folge der uneingeschränkten Anwendbarkeit auch für viele andere Zinssatzindizes sowie auf Aktien-, Rohstoff-, oder Devisenindizes und weitere Arten von Indizes gelten. Dies umfasst auch proprietäre Indizes oder Strategien, sofern diese verwendet werden, um (i) den zu zahlenden Betrag oder den Wert bestimmter Finanzinstrumente (einschließlich Produkte und OTC-Derivate, die an einem geregelten

Markt in der EU, einem multilateralen Handelssystem ("**MTF**"), einem EU organisierten Handelssystem ("**OTF**") notiert sind oder über einen systematischen Internalisierer gehandelt werden), (ii) den unter einem bestimmten Finanzkontrakt zu zahlenden Betrag zu bestimmten oder (iii) die Entwicklung eines Investmentfonds zu messen. Die Anforderungen der Benchmark Verordnung variieren, abhängig von der Art des fraglichen Referenzwerts. Insbesondere kann ein erleichtertes Verfahren angewendet werden, wenn ein Referenzwert nicht auf Zinssätze oder Rohstoffe referenziert und der Gesamtdurchschnittswert des Finanzinstruments, Finanzkontrakts oder Investmentfonds, der auf einen Referenzwert referenziert, über einen Zeitraum von sechs Monaten – vorbehaltlich weiterer Bedingungen – weniger als EUR 50 Mrd. beträgt.

Die Benchmark Verordnung kann einen wesentlichen Einfluss auf Zertifikate haben, die an einen Referenzwertzinssatz oder einen Referenzwert-Index gekoppelt sind, einschließlich der folgenden Ereignisse:

- Die Verwendung eines Zinssatzes oder eines Index, der ein Referenzwert ist, kann in der EU verboten werden (vorbehaltlich anwendbarer Übergangsvorschriften), wenn der Administrator (i) in der EU ansässig ist und keine Zulassung oder Registrierung erhält, oder (ii) wenn der Administrator in einem Drittland ansässig ist, das nicht die "Gleichwertigkeitsvoraussetzungen" erfüllt und das bis zu einer Gleichwertigkeitsentscheidung nicht als "anerkannt" angesehen wird. Es könnte dazu künftig rechtswidrig sein oder in Widerspruch zu anwendbaren Lizenzvereinbarungen stehen, wenn die Berechnungsstelle den Stand oder einen sonstigen Wert eines solchen Referenzwertes festlegt oder eine andere Festlegung in Bezug auf die Zertifikate vornimmt, wozu sie andernfalls gemäß der Bedingungen der Zertifikate verpflichtet wäre. In solchen Fällen können die Zertifikate, abhängig und nach der Art des jeweiligen Referenzwerts und den den Zertifikate zugrundeliegenden Regelungen, aus dem Börsenhandel herausgenommen bzw. angepasst bzw. vor Fälligkeit zurückgezahlt werden oder in sonstiger Weise betroffen sein; und
- die Methodologie oder sonstigen Bestimmungen des Referenzwerts können abgeändert werden, um mit den Bestimmungen der Benchmark Verordnung übereinzustimmen. Solche Änderungen können zu einem Absinken bzw. einem Anstieg des jeweiligen Satzes oder Standes führen oder die Volatilität des veröffentlichten Satzes oder Standes beeinflussen, was zu Anpassungen der Bedingungen der Zertifikate führen kann, einschließlich einer Festlegung des Satzes bzw. Standes nach billigem Ermessen der Berechnungsstelle.

In einer Rede im Juli 2017 kündigte der Leiter der FCA an, dass bis zum Ende des Jahres 2021 die FCA nicht länger versuchen werde, die LIBOR-Panel-Banken davon zu überzeugen, weiterhin Sätze an den LIBOR-Administrator zu übermitteln und dass der Markt mit der Umstellung auf alternative Referenzsätze beginnen solle, die auf tatsächlichen Transaktionen basieren. Die Arbeitsgruppe der Bank of England zu Risikofreien Sterling-Referenzsätzen (Working Group on Sterling Risk-Free Reference Rates) hat risikofreie Zinssätze zur Verwendung als LIBOR-Alternativen erwogen und einen reformierten Sterling-Tagesindex-Durchschnitt (Sterling Overnight Index Average, "**SONIA**") ausgewählt. Die Reformen hinsichtlich SONIA wurden am 23. April 2018 wirksam und es ist zu erwarten, dass es in auf Sterling-Anleihen, Darlehen und Derivate bezogenen Märkten im Laufe der nächsten vier Jahre einen Übergang hin zu SONIA geben wird, so dass SONIA sich bis Ende 2021 als der primäre Sterling-Zinssatz-Referenzwert etablieren wird.

Fortlaufende internationale bzw. nationale Reforminitiativen und die verstärkten regulatorischen Kontrollen von Referenzwerten im Allgemeinen können die Kosten und Risiken erhöhen, Referenzwerte zu verwalten oder in sonstiger Weise an der Zurverfügungstellung von Referenzwerten mitzuwirken und die maßgeblichen Vorschriften und Anforderungen einzuhalten. Solche Faktoren können die Marktteilnehmer davon abhalten, weiterhin Referenzwerte zu verwalten oder daran mitzuwirken, machen es erforderlich, die Regeln oder Methodologien, die für Referenzwerte verwendet werden, zu ändern bzw. zum Wegfall von Referenzwerten führen, einschließlich des LIBOR.

Dies kann insbesondere dazu führen, dass (i) Anpassungen an den Bedingungen der Zertifikate, zum Beispiel Ersetzungen des jeweiligen Referenzwertes, bzw. ermessensabhängige Festlegungen der Berechnungsstelle vorgenommen werden oder (ii) der Börsenhandel der Zertifikate eingestellt wird. In diesem Zusammenhang sollten Zertifikateinhaber beachten, dass die Emittentin die Zertifikate außerordentlich kündigen darf, sofern die Berechnungsstelle nach billigem Ermessen die jeweilige Kursreferenz nicht ermitteln kann. Dies kann vor allem der Fall sein, wenn der von dem Administrator bereitgestellte Referenzwert infolge der Benchmark Verordnung nicht mehr verwendet werden darf oder wenn sich dessen Methodik infolge der Benchmark Verordnung wesentlich ändert und kein Ersatzreferenzwert verfügbar ist. Jede dieser Folgen kann wesentliche negative Auswirkungen auf den Marktpreis der betroffenen Zertifikate und deren Ertrag haben.

## **Risikofaktoren in Bezug auf Interessenkonflikte**

Die Emittentin kann von Zeit zu Zeit in Bezug auf die Zertifikate in anderen Funktionen tätig werden, zum Beispiel als Berechnungsstelle. Diese Funktionen können es der Emittentin gestatten, den Wert des Basiswerts zu berechnen oder die Zusammensetzung des Basiswerts festzulegen, wodurch Interessenkonflikte entstehen können, wenn Wertpapiere oder andere Vermögenswerte ausgewählt werden können, die Teil des Basiswerts sein können und von der Emittentin selbst oder einem Konzernunternehmen ausgegeben werden oder wenn die Emittentin Geschäftsbeziehungen mit dem Emittenten oder dem Schuldner dieser Wertpapiere oder anderen Vermögenswerte hat.

Die Emittentin kann von Zeit zu Zeit Transaktionen, die mit dem Basiswert verbunden sind, für ihre Eigenhandelskonten oder von ihr verwaltete Konten durchführen. Derartige Transaktionen können einen positiven oder negativen Effekt auf den Wert des Basiswerts haben und somit auch auf den Marktpreis der Zertifikate. Soweit im Abschnitt "Risikofaktoren in Bezug auf Interessenkonflikte" verwendet, gelten Bezugnahmen auf den Basiswert gegebenenfalls auch als Bezugnahme auf seine Bestandteile.

Die Emittentin kann weitere derivative Finanzinstrumente in Bezug auf den jeweiligen Basiswert ausgeben und die Einführung solcher mit den Zertifikaten im Wettbewerb stehender Produkte in den Markt kann sich auf den Marktpreis der Zertifikate auswirken.

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