

21.08.2020

## **Final Terms**

**ERSTE 90% HUF Green Invest Garant 20-24**  
(the "Notes")

issued pursuant to the

**Structured Notes Programme**

**of**

**Erste Group Bank AG**

Issue Price: 100.00 per cent.

Issue Date: 02.10.2020

Series No.: 439

Tranche No.: 1

### **IMPORTANT NOTICE**

These Final Terms have been prepared for the purpose of Article 8 of the Regulation (EU) 2017/1129, as amended and must be read in conjunction with the base prospectus (consisting of (i) the securities note dated 10 December 2019 and its supplement(s) (if any) and (ii) the registration document of Erste Group Bank AG (the "**Issuer**") dated 29 October 2019, and its supplement(s) (if any)) (the "**Prospectus**") pertaining to the Structured Notes Programme (the "**Programme**"). The Prospectus and any supplements thereto are available for viewing in electronic form on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)"). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms. A summary of this issue is annexed to these Final Terms.

**Warning:** The Prospectus dated 10 December 2019 is expected to be valid until 9 December 2020. Thereafter the Issuer intends to publish an updated and approved Prospectus on the Issuer's website ("[www .erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen](http://www.erstegroup.com/de/ueber-uns/erste-group-emissionen/prospekte/anleihen)") and from that point in time, the Final Terms must be read in conjunction with the new Prospectus.

## PART A - TERMS AND CONDITIONS

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

### § 1

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

(1) *Currency, Principal Amount and Denomination.* This tranche (the "**Tranche**") of notes (the "**Notes**") is being issued by Erste Group Bank AG (the "**Issuer**") in Hungarian Forint (HUF) (the "**Specified Currency**") in the aggregate principal amount of up to HUF 5,000,000,000 (in words: five billion) (the "**Aggregate Principal Amount**") in the denomination of HUF 10,000 (the "**Specified Denomination**" or the "**Principal Amount per Note**").

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

(3) *Language.* These Terms and Conditions are written in the English language only.

### § 2

#### INTEREST

The Notes do not accrue interest.

### § 3

#### REDEMPTION

Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed on the Maturity Date by the Issuer by payment of an amount, which is calculated by the Calculation Agent and is equal to the product of (i) the Principal Amount per Note and (ii) the Redemption Price.

The "**Redemption Price**" means the sum of (i) Base Percentage and (ii) the product of (x) the Participation and (y) the Performance of the Reference Asset, and equals to at least the Floor, i.e. the Redemption Price is at least 90.00 *per cent.* of the Principal Amount per Note (the "**Minimum Redemption Price**") and is calculated by using the following formula:

$$\text{Base Percentage} + \text{Max}(\text{Participation} \times \text{Performance}; \text{Floor})$$

#### General Definitions:

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

"**Base Percentage**" means 100.00<sup>1</sup> per cent.

"**Valuation Date**" is, subject to an adjustment pursuant to § 5 of the Issue Specific Conditions, 25.09.2024 or if such day is not a Scheduled Trading Day (as defined in § 5 of the Issue Specific Conditions), the next Scheduled Trading Day.

"**Floor**" is -10.00<sup>1</sup> per cent. and specifies the lower limit of the product of (x) the Participation and (y) the Performance.

"**Strike Fixing Date**" is, subject to an adjustment pursuant to § 5 of the Issue Specific Conditions 01.10.2020 or if such day is not a Scheduled Trading Day (as defined in § 5 of the Issue Specific Conditions), the next Scheduled Trading Day.

"**Max**" followed by a series of amounts inside brackets, means whichever is the greatest of the amounts separated by a semi colon inside those brackets.

<sup>1</sup> In the case of Garant Notes, the sum of Base Percentage and Floor is always greater than or equal to 100 per cent., i.e. the Redemption Price is at least 100 per cent. In the case of Vario-Garant Notes the sum of Base Percentage and Floor is always below 100 per cent., i.e. the Redemption Price may be less than 100 per cent.

"**Maturity Date**" is 02.10.2024, subject to an adjustment pursuant to these Issue Specific Conditions.

"**Participation**" is 100.00 per cent. The Participation determines the interest of the Holders in the Performance of the Reference Asset expressed as a percentage.

"**Performance**" of the Reference Asset is an amount expressed as a percentage, which is calculated by the Calculation Agent and is equal to the result of dividing (i) the Closing Price on the Valuation Date by (ii) the Strike Price minus one, and is calculated by using the following formula:

$$\frac{\text{Closing Price on the Valuation Date}}{\text{Strike Price}} - 1$$

**Definitions specific to the Reference Asset:**

"**Reference Asset**" is the Index.

"**Screen Page**" means the screen page listed in the below table for the Index.

"**Exchange**" means, each exchange on which any Component of the Index is, in the determination of the Calculation Agent, principally traded, or any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Components underlying such Index has been temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Components underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange).

"**Index Sponsor**" is the Index Sponsor as listed in the table below (as well as any entity which has been commissioned by it to calculate and/or publish the Index Level) or any successor of it.

"**Index**" is the index listed in the below table:

Name of the Index	Index Sponsor	Single Exchange or Multi Exchange Index	Exchange	Screen Page
Solactive ERSTE Green Invest Index VC	Solactive AG (as well as any entity which has been commissioned by it to calculate and/or publish the Index Level)	Multi Exchange Index	various exchanges / trading platforms	Reuters .SERMAVC

"**Closing Price**" of the Reference Asset is the official Closing Price of the Index, as determined by the Calculation Agent on the relevant day and calculated and published by the Index Sponsor and determined by the Calculation Agent.

**§ 4**

**MANNER OF PAYMENT AND PAYMENT BUSINESS DAY**

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

If the Issuer determines that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the "**Successor Currency**") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payments in Euro on the relevant due date on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any additional amounts as a result of such payment. The "**Applicable Exchange Rate**" shall be (i) (if such exchange rate is available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank for the most recent calendar day falling within a reasonable period of time prior to the relevant due date, or (ii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) which the Calculation Agent has calculated as

the arithmetic mean of offered rates concerning the Specified Currency or the Successor Currency (if applicable) quoted to the Calculation Agent by four leading banks operating in the international foreign exchange market for the most recent calendar day falling within a reasonable (as determined by the Calculation Agent in its reasonable discretion) period of time prior to the relevant due date, or (iii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) as determined by the Calculation Agent in its reasonable discretion.

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

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

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

## § 5

### MARKET DISRUPTIONS IN RESPECT OF THE INDEX

#### (a) Market Disruptions

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

(i) that Reference Cut-Off Date shall be deemed to be the Reference Date for the Index, notwithstanding the fact that such day is a Disrupted Day or is not a Scheduled Trading Day; and

(ii) the Calculation Agent shall determine the relevant level or price of the Index on that Reference Cut-Off Date in accordance with the formula for and method of, calculating the Index last in effect prior to the Reference Cut-Off Date and using its good faith estimate of the value for the components of the Index (and such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Index Level in respect of the relevant Reference Date).

#### (b) Notification

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

#### (c) Definitions

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

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

**"Index Level"** means the Level of the Reference Asset as defined in § 3 of the Issue Specific Conditions.

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

**"Component"** means each security or other component included in the Index.

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

**"Reference Date"** means the Valuation Date or, if earlier, the Reference Cut-Off Date.

**"Disrupted Day"** means any Scheduled Trading Day on which the Index Sponsor fails to calculate and publish the Index Level.

**"Scheduled Trading Day"** means any day on which the Index Sponsor is scheduled to publish the Index

Level.

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

## § 6

### ADJUSTMENTS IN RESPECT TO THE INDEX

#### (a) Adjustments

(i) If an Index is (1) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (2) replaced by a successor 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 that Index, then that index (the **"Successor Index"**) will be deemed to be the Index.

(ii) If the Calculation Agent determines that, (1) on or prior to any Reference Date or other relevant date, the Index Sponsor makes or announces that it will make a material change in the formula for, or the method of, calculating a relevant Index, or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in the Components, capitalization and/or other routine events) (an **"Index Modification"**), or permanently cancels the Index and no Successor Index exists as at the date of such cancellation (an **"Index Cancellation"**), or (2) on any Reference Date or other relevant date, the Index Sponsor fails to calculate and announce the relevant Index Level (an **"Index Disruption"** (provided that, the Calculation Agent may, in its reasonable discretion, determine that such event instead results in the occurrence of a Disrupted Day) and, together with an Index Modification and an Index Cancellation, each an **"Index Adjustment Event"**) then:

(aa) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, may elect to calculate the relevant Index Level using, in lieu of a published level for that Index, the level for that Index on that Reference Date or other relevant date, as the case may be, as determined by the Calculation Agent in accordance with the formula for, and method of, calculating that Index last in effect prior to the relevant Index Adjustment Event, but using only those Components that comprised that Index immediately prior to that Index Adjustment Event; or

(bb) the Calculation Agent may elect to determine, in its reasonable discretion, the appropriate adjustment, if any, to be made to any of the terms of these Issue Specific Conditions to account for the Index Adjustment Event and determine the effective date of that adjustment; or

(cc) the Calculation Agent may elect to select a successor index with a substantially similar strategy as the original Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders in accordance with § 11 of the General Conditions and such index shall become the Successor Index and deemed to be the 'Index' for the purposes of the Notes and the Calculation Agent will make such adjustment, if any, to these Issue Specific Conditions to account for the Successor Index and determine the effective date of that adjustment; or

(dd) provided that, in the determination of the Calculation Agent, the provisions according to (aa) to (cc) above would not achieve a commercially reasonable result, on giving notice to Holders in accordance with § 11 of the General Conditions, the Issuer shall redeem the Notes in whole but not in part, each Note being redeemed by payment of an amount equal to the fair market price of such Note taking into account the Index Adjustment Event, adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps, or other securities of any type whatsoever hedging the Issuer's obligations under the Notes), all as determined by the Calculation Agent in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with § 11 of the General Conditions.

#### (b) Correction of Index Level

If the level of the relevant Index published by the Index Sponsor on any date which is utilized for any calculation or determination (a **"Relevant Calculation"**) is subsequently corrected and the correction is published by the Index Sponsor (the **"Corrected Index Level"**) no later than two Business Days prior to the date of payment of any amount to be calculated by reference to the Relevant Calculation then such Corrected Index Level shall be deemed to be the relevant level for such Index on such day and the Calculation Agent shall use such Corrected Index Level in determining the relevant level.

**§ 7**  
**ADDITIONAL DISRUPTION EVENTS**

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 these Issue Specific Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) terminate the Notes in whole but not in part by giving notice to Holders in accordance with § 11 of the General Conditions. If the Notes are so redeemed, the Issuer will pay to each Holder, in respect of each Note held by such Holder, an amount equal to the fair market price of the Notes taking into account the Additional Disruption Event, adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps, or other securities of any type whatsoever hedging the Issuer's obligations under the Notes), all as determined by the Calculation Agent in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with § 11 of the General Conditions.

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

**"Hedge Positions"** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives, or foreign exchange, (ii) stock loan transactions, or (iii) other arrangements (howsoever described) by the Issuer and/or any of its affiliates in order to hedge, individually or on a portfolio basis, its obligations under the Notes.

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

**"Administrator/Benchmark Event"** means, in respect of any Note and a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such Relevant Benchmark:

(a) **"Non-Approval Event"**, being any of the following:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not obtained;
- (ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register; or
- (iii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark does not fulfil any other legal or regulatory requirement applicable to the Notes or the Relevant Benchmark,

in each case, if required in order for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes in compliance with the Benchmark Regulation. For the avoidance of doubt, a Non-Approval Event shall not occur if the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the Benchmark Regulation during the period of such suspension;

(b) a **"Rejection Event"**, being the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, an equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes in compliance with the Benchmark Regulation; or

(c) a **"Suspension/Withdrawal Event"**, being any of the following:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark which is required in order for the

Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes in compliance with the Benchmark Regulation; or

(ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is removed from any official register where inclusion in such register is required in order for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes in compliance with the Benchmark Regulation.

For the avoidance of doubt: a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the Benchmark Regulation during the period of such suspension or withdrawal.

**"Benchmark Regulation"** means Regulation (EU) 2016/1011 of the European Parliament and 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) 596/2014 (as may be amended from time to time), including any subsidiary legislation or rules and regulations and associated guidance.

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

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

**"Relevant Benchmark"** means any rate, level, price, value or other figure in respect of one or more underlyings or other index utilised in order to determine the amount of interest and/or principal and/or any other amount payable or asset deliverable under the Notes, in each case, which is a "benchmark" for the purposes of the Benchmark Regulation, as determined by the Calculation Agent.

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



## PART B - OTHER INFORMATION

### ESSENTIAL INFORMATION

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

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

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

Not applicable

Estimated Net Proceeds

Not applicable

Estimated Total Expenses of the Issue

up to EUR 4,000

### INFORMATION CONCERNING THE SECURITIES TO BE OFFERED OR ADMITTED TO TRADING

#### Security Codes

- ISIN AT0000A2J3X9
- German Security Code EBOFXT
- Any Other Security Code

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

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

Index	Screen Page
Solactive ERSTE Green Invest Index VC	Reuters .SERMAVC

#### Issue Yield

The minimum issue yield is zero per cent. per annum. in case there is no early redemption. The yield is calculated in accordance with the ICMA (International Capital Markets Association) method. The ICMA method determines the effective interest rate on notes by taking into account accrued interest on a daily basis.

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

According to Overall Planning Approval of Management Board dated 03 April 2020 and Supervisory Board dated 27 April 2020

### TERMS AND CONDITIONS OF THE OFFER

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

Conditions, to which the offer is subject

Not applicable

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

up to HUF 5,000,000,000

The time period, including any possible amendments, The Notes will be offered by the

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

during which the offer will be open and description of the application process

Issuer for subscription at the issue price by means of a public offering from 25.08.2020 respectively in the period from 31.08.2020 (the "**Start of Subscription Period**") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

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

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants

Not applicable

Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest)

Minimum amount of application is HUF 10,000

Method and time limits for paying up the securities and for delivery of the securities

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

A full description of the manner and date in which results of the offer are to be made public

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

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

Not applicable

### **Plan of Distribution and Allotment**

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

Not applicable

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

<p>An indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure.</p>	<p>Initial Issue Price of 100.00% which may be adjusted from time to time in accordance with the market price</p>
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<p>Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser.</p>	<p>Not higher than 5.80% of the principal amount, but may be lower depending on the market development during the offer period</p>
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**PLACING AND UNDERWRITING**

<p>Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place.</p>	<p>Various Financial Service Providers in Hungary</p>
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**Method of Distribution**

- Non-Syndicated
- Syndicated

**Subscription Agreement**

<p>Date of Subscription Agreement</p>	<p>Not applicable</p>
<p>General Features of the Subscription Agreement</p>	<p>Not applicable</p>

**Details with Regard to the Manager**

<p>Manager</p>	<p>Not applicable</p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Firm Commitment</li> <li><input type="checkbox"/> Without Firm Commitment</li> </ul>	
<p>Stabilising Manager</p>	<p>None</p>

**Commissions, Concessions and Estimated Total Expenses**

<ul style="list-style-type: none"> <li><input type="checkbox"/> Management and Underwriting Commission</li> <li><input checked="" type="checkbox"/> Selling Concession</li> <li><input type="checkbox"/> Other</li> </ul>	<p>up to 5.80 per cent. of the Aggregate Principal Amount</p>
<p>Total Commission and Concession</p>	
<p>Issue charge</p>	<p>Not applicable</p>

**LISTING, ADMISSION TO TRADING AND DEALING ARRANGEMENTS**

<p><b>Listing</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Frankfurt am Main</li> </ul>	<p>Yes</p>
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- Regulated Market
- Open Market
- Stuttgart
- Regulated Market
- Open Market
- Vienna
- Official Market

**Date of Admission** on or around the Issue Date (as defined above)

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

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

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

#### **ADDITIONAL INFORMATION**

##### **Rating**

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

##### **Selling Restrictions**

###### **TEFRA**

- TEFRA C
- Additional Selling Restrictions Not applicable

##### **Consent to the Use of the Prospectus**

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

Further conditions for the use of the Prospectus Not applicable

##### **Listing**

These Final Terms comprise the details required to list the issue of Notes described in these Final Terms pursuant to the Programme (as from 02.10.2020).

**Statement on benchmarks according to Article 29 (2) of the Benchmark Regulation:** The amount(s) payable under the Notes is/are calculated by reference to Solactive ERSTE Green Invest Index VC, which is/are provided by

Solactive AG. As at the date of these Final Terms, Solactive AG is/are 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.

Signed on behalf of the Issuer

By:  
Duly authorised

By:  
Duly authorised

Issue specific summary	
<b>1st Section - Introduction, containing warnings</b>	
<b>Warnings</b>	
<p>This summary (the "<b>Summary</b>") should be read as an introduction to the base prospectus consisting of separate documents dated 10 December 2019 (the "<b>Prospectus</b>") in relation to the Structured Notes Programme (the "<b>Programme</b>") of Erste Group Bank AG (the "<b>Issuer</b>"). Any decision to invest in the securities (the "<b>Notes</b>" or the "<b>Securities</b>") should be based on a consideration of the Prospectus as a whole by the investors, i.e. the securities note relating to the Programme dated 10 December 2019 as supplemented, the registration document of the Issuer dated 29 October 2019 as supplemented (the "<b>Registration Document</b>"), any information incorporated by reference into both of these documents, any supplements thereto and the final terms (the "<b>Final Terms</b>"). Investors should note that they could lose all or part of their invested capital.</p> <p>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investors might, under national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled this Summary including any translation thereof, but only where this Summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Notes.</p> <p>You are about to purchase a product that is not simple and may be difficult to understand.</p>	
<b>Introduction</b>	
<b>Name and securities identification number</b>	ERSTE 90% HUF Green Invest Garant 20-24 ISIN: AT0000A2J3X9
<b>Issuer</b>	Erste Group Bank AG LEI: PQOH26KWDF7CG10L6792 Contact details: Am Belvedere 1, A-1100 Vienna, Tel.: +43-50100-0
<b>Competent authority</b>	Austrian Financial Market Authority (Finanzmarktaufsichtsbehörde - FMA), Otto-Wagner-Platz 5, A-1090 Vienna, Tel.: (+43-1) 249 59 0
<b>Date of approval of the Prospectus</b>	Final Terms dated 21 August 2020 Securities note dated 10 December 2019 Registration Document dated 29 October 2019
<b>2nd Section - Key information on the Issuer</b>	
<b>Who is the Issuer of the Notes?</b>	
<b>Domicile, legal form, law of operation and country of incorporation</b>	
<p>The Issuer is registered as a joint-stock corporation (<i>Aktiengesellschaft</i>) in the Austrian companies register (<i>Firmenbuch</i>) at the Vienna commercial court (<i>Handelsgericht Wien</i>) and has the registration number FN 33209 m. The Issuer's registered office is in Vienna, Republic of Austria. It operates under Austrian law.</p>	
<b>Principal activities</b>	
<p>The Issuer and its subsidiaries and participations taken as a whole (the "<b>Erste Group</b>") offer their customers a broad range of services that, depending on the particular market, includes deposit and current account products, mortgage and consumer finance, investment and working capital finance, private banking, investment banking, asset management, project finance, international trade finance, trading, leasing and factoring.</p>	
<b>Major shareholders</b>	
<p>As of the date of the Registration Document, 30.36% of the shares in the Issuer were attributable to DIE ERSTE österreichische Spar-Casse Privatstiftung ("<b>ERSTE Stiftung</b>"). This comprises an 11.41% economic interest of ERSTE Stiftung (including Erste Mitarbeiterbeteiligung Privatstiftung) as well as shares attributable to ERSTE Stiftung through syndicate agreements concluded with CaixaBank, S.A., the Austrian savings banks and other parties (i.e. the Sparkassenstiftungen and Anteilsverwaltungssparkassen, and Wiener Städtische Wechselseitiger Versicherungsverein - Vermögensverwaltung - Vienna Insurance Group), which held 9.92%, 5.95% and 3.08%, respectively. The free float amounts to 69.64% (of which 46.19% were held by institutional investors, 4.00% by Austrian retail investors, 16.13% by unidentified international institutional and private investors, 2.52% by identified trading (including market makers, prime brokerage, proprietary trading, collateral and stock lending) and 0.80% by Erste Group's employees) (all numbers are rounded).</p>	
<b>Identity of key managing directors</b>	
<p>The members of the Issuer's management board as of the date of the Final Terms are: Bernhard Spalt, Peter Bosek, Ara Abrahamyan, Ingo Bleier, Stefan Dörfler, Alexandra Habeler-Drabek, David O'Mahony</p>	
<b>Identity of statutory auditors</b>	
<p>Sparkassen-Prüfungsverband Prüfungsstelle (statutory auditor, two current directors of which are members of "Kammer der Steuerberater und Wirtschaftsprüfer") at Am Belvedere 1, A-1100 Vienna, and PwC Wirtschaftsprüfung GmbH (a member of "Kammer der Steuerberater und Wirtschaftsprüfer") at DC Tower 1, Donau-City-Straße 7, A-1220 Vienna.</p>	
<b>What is the key financial information regarding the Issuer?</b>	

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

	31 December 2019 audited	31 December 2018 audited	30 June 2020 unaudited	30 June 2019 unaudited
Net interest income	4,746.9	4,582.0	2,396.9	2,329.7
Net fee and commission income	2,000.1	1,908.4	956.7	980.4
Impairment result from financial instruments	-39.2	59.3	-675.4	42.8
Net trading result	318.3	-1.7	-19.2	310.1
Operating result	2,972.7	2,734.6	1,357.2	1,446.9
Net result attributable to owners of the parent	1,470.1	1,793.4	293.8	731.9

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

	31 December 2019 audited	31 December 2018 audited	30 June 2020 unaudited	Value as outcome from the most recent Supervisory Review and Evaluation Process (SREP)
Total assets	245,693	236,792	264,692	-
Senior debt (in issue)*	23,888	23,909	23,609	-
Subordinated debt (in issue)**	6,483	5,830	5,821	-
Loans and advances to customer	160,270	149,321	163,736	-
Deposits from customers	173,846	162,638	182,670	-
Total equity	20,477	18,869	21,200	-
Non-performing loans (based on net carrying amount / loans and receivables)	2.5%	3.2%	2.4%	-
Common Equity Tier 1 capital (CET 1) ratio	13.7%	13.5%	14.2%	10.3% (minimum requirement as of 30 June 2020)
Total Capital Ratio	18.5%	18.1%	19.1%	14.6% (minimum requirement as of 30 June 2020)
Leverage Ratio	6.8%	6.6%	6.6%	3.0% (minimum requirement pursuant to CRR applicable as of 2021)

\*) including covered bonds

\*\*) including non-preferred senior notes

\*\*\*) lease liabilities in 2020 not included

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

- Erste Group may in the future continue to experience deterioration in credit quality, particularly as a result of financial crises or economic downturns.
- Erste Group may experience severe economic disruptions, as those for instance are induced by the worldwide corona virus (COVID-19) pandemic, which may have significant negative effects on Erste Group and its clients.
- Erste Group's business entails several forms of operational risks.
- Erste Group is subject to the risk that liquidity may not be readily available.

### 3rd Section - Key information about the Securities

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

##### Type, class and ISIN

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

ISIN: AT0000A2J3X9 / WKN: EB0FXT

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

The Notes are denominated in Hungarian Forint (HUF) with a principal amount per Note of HUF 10,000 (the "**Principal Amount**") and an aggregate principal amount of up to HUF 5,000,000,000 (the "**Aggregate Principal Amount**"). The Notes have a fixed term which ends at the latest on 02.10.2024 (the "**Maturity Date**"), subject to an extraordinary termination by the Issuer.

##### Rights attached to the Securities

##### Interest payments under the Notes

The Notes have no payments of interest.

##### Repayment of the Notes

Each Note will be redeemed by the Issuer by payment of an amount on the Maturity Date, which equals the product of (i) the Principal Amount per Note and (ii) the Redemption Price. The "**Redemption Price**" means the sum of (a) 100.00 per cent. and (b) the product of (x) 100.00 per cent. if the performance of the Reference Asset is positive or (ii) 100.00 per cent. if the performance of the Reference Asset is zero or negative and (y) the performance of the underlying Reference Asset during the term of the Notes, and equals at least -10.00 per cent, i.e. the Redemption Price equals at least 90.00 per cent. of the Principal Amount per Note (the "**Minimum Redemption Price**").

The performance of the underlying Reference Asset reflects the performance of the underlying Reference Asset between the Strike price (being 100.00 per cent. of the closing price(s) on the Strike Fixing date) and the closing price of the underlying Reference Asset on the relevant Valuation Date.

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

"**Strike Fixing Date**" is 01.10.2020, or if such day is not a business/trading day, the next business/trading day.

"**Valuation Date**" is 25.09.2024, or if such day is not a business/trading day, the next business/trading day.

##### The Reference Asset underlying the Notes

The type of reference asset type underlying the Notes is Index

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

Name of the Index	Index Sponsor	Single Exchange or Multi Exchange Index	Exchange	Screen Page
Solactive ERSTE Green Invest Index VC	Solactive AG	Multi Exchange Index	various exchanges / trading platforms	Reuters .SERMAVC

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

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

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

- certain dates which are relevant for determinations regarding the Notes may be postponed; and/or
- certain calculations and/or determinations and/or adjustments regarding the Notes may be effected by the calculation agent and such calculations, determinations and adjustments will be binding for the Holders; and/or

the Issuer may terminate the Notes for their fair market price as determined by the calculation agent.

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

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

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



excluding) the date of repayment.

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

The Notes will be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than 30 Business Days' nor more than 90 Business Days' prior notice of redemption, if on the next succeeding interest payment date, the Issuer will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Republic Austria or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations.

**Relative seniority of the securities**

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and (subject to any applicable statutory exceptions and without prejudice to the aforesaid) the payment obligations of the Issuer under the Notes rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future.

**Restrictions on transferability**

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

**Where will the Securities be traded?**

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

Application will be made for the Notes to be admitted to trading on the Stuttgart Stock Exchange (Baden-Württembergische Wertpapierbörse).

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

- Holders are exposed to the risk that they receive less than 100 per cent. of the principal amount of the Notes.
- The Notes will not pay any interest.

**Risk factors relating to an Index or Index Basket as reference asset**

- Macroeconomic and company-specific Factors having a negative effect on the Performance of the Index may also affect the market price and Redemption Amount of the Notes.
- Certain events in relation to the Index may result in an adjustment or early redemption of the Notes.
- The performance of the Notes will not take into account dividends and other distributions, since they are not reflected in the price of such index.

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

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

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

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

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

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

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

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

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

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

**General terms, conditions and expected timetable of the offer**

Not applicable; there are no conditions to which the offer is subject.  
The Notes will be offered permanently (Daueremission, "tap issue").

The Notes will be offered in Hungary (the "**Offer State(s)**").  
The Issue Date is 02.10.2020.

The Notes will be offered by the Issuer for subscription at the issue price by means of a public offering from 25.08.2020 respectively in the period from 31.08.2020 (the "**Start of Subscription Period**") until the end of the term of the Notes or until the closing of the tap issue or until the exercise of a call option.

If the aggregate principal amount for the Notes indicated in the Final Terms has been reached prior to the end of the subscription period or offer period at any time on a business day, the Issuer will terminate the subscription period or offer period for the Notes at the relevant time on that business day without prior notice.

If the Issuer has not received sufficient valid subscription applications for the Notes until the first value date of the tap issue, the Issuer reserves the right to cancel the tap issue of the Notes. The Issuer is not obliged to issue subscribed Notes.

**Estimated expenses charged to the investor**

The Issuer will charge to the subscriber or purchaser costs of up to 1.50 per cent of the Initial Issue Price at the Issue Date.

**Why is this prospectus being produced?**

**Use and estimated net amount of the proceeds**

The issue of the Notes is part of the ordinary business activity of the Issuer and is undertaken solely to generate profits.

**Date of the underwriting agreement**

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

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

The Issuer may from time to time act in other capacities with regard to the Notes, such as calculation agent. Such functions may allow the Issuer to calculate the value of the reference asset or (where the reference asset is a basket) to determine the composition of the reference asset, which could raise conflicts of interest where securities or other assets issued by the Issuer itself or a group company can be chosen to be part of the reference asset, or where the Issuer maintains a business relationship with the issuer or obligor of such securities or assets.

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

The Issuer may from time to time engage in transactions involving the reference asset for its proprietary accounts and for accounts under its management. Such transactions may have a negative effect on the value of the reference asset and consequently upon the market price of the Notes. References to the reference asset shall be deemed to include any of its components of the Index, if applicable.

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

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

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

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