Prospectus dated 15 June 2022

This document contains a base prospectus (the "Prospectus") within the meaning of Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended (the "Prospectus Regulation").

RAIFFEISEN BANK ZRT.

(incorporated with limited liability in Hungary)

EUR 2,000,000,000
Euro Medium Term Note Programme

Under the EUR 2,000,000,000 Euro Medium Term Note Programme described in this Prospectus (the "**Programme**"), Raiffeisen Bank Zrt. (the "**Issuer**") may from time to time issue notes in bearer form (the "**Notes**"), including: (i) ordinary senior notes (the "**Ordinary Senior Notes**"); (ii) ordinary senior eligible notes (the "**Ordinary Senior Eligible Notes**") and non-preferred senior eligible notes (the "**Non-Preferred Senior Eligible Notes**") (the Ordinary Senior Eligible Notes and the Non-Preferred Senior Eligible Notes together, the "**Eligible Notes**"), and (iii) subordinated notes (the "**Subordinated Notes**"). The aggregate principal amount of Notes issued under the Programme outstanding will not at any time exceed EUR 2,000,000,000 (or the equivalent in other currencies).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Prospectus Regulation and the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*, the "**Luxembourg Prospectus Law**"). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Neither does the CSSF give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer pursuant to Article 6(4) of the Luxembourg Prospectus Law. Investors should make their own assessment as to the suitability of investing in the Notes.

This Prospectus has been prepared to admit Notes issued under the Programme to trading on a regulated market in accordance with Article 3(3) of the Prospectus Regulation and Notes will be placed with investors in reliance on exemptions for public offers provided in Article 1(4) of the Prospectus Regulation. Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange, to admit Notes to trading on the Regulated Market of the Luxembourg Stock Exchange. The Regulated Market of the Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**") (a "**Regulated Market**").

This Prospectus and any supplement hereto will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.raiffeisen.hu). For the avoidance of doubt, the content of the aforementioned websites does not form part of this Prospectus and has not been scrutinised or approved by the CSSF.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its respective obligations under the Notes are discussed under "Risk Factors" below.

The Notes have not and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or the securities laws of any state or other jurisdiction of the United States. The Notes are being offered and sold outside the United States to or for the account or benefit of non-U.S. persons in accordance with Regulation S under the Securities Act ("**Regulation S**"). Prospective investors should have regard to the Risk Factors described under the section headed "Risk Factors" on pages 11 et seqq. of this Prospectus.

Arranger

RAIFFEISEN BANK INTERNATIONAL AG

Dealers

Raiffeisen Bank International AG **Raiffeisen Bank Zrt.**

IMPORTANT NOTICES

Responsibility for this Prospectus

The Issuer accepts responsibility for the information contained in this Prospectus and any Final Terms and declares that, to the best of its knowledge, the information contained in this Prospectus is, in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Validity of this Prospectus

The validity of this Prospectus ends upon expiration of 15 June 2023. There is no obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies when this Prospectus is no longer valid.

Other relevant information

This Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

Obligation of the Issuer with regard to a supplement

The Issuer has undertaken with the Dealers to supplement this Prospectus or publish a new prospectus if and when the information herein should become materially inaccurate or incomplete, and has further agreed with the Dealers to furnish a supplement to this Prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus, as applicable which is capable of affecting the assessment of an issue of Notes and which arises or is noted between the time when this Prospectus has been approved and the final closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a Regulated Market begins, whichever occurs later, in respect of such Notes.

Investors shall be aware that a supplement to this Prospectus may be published. Such a supplement will be published on the Issuer's website (www.raiffeisen.hu) and on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Obligations of the Financial Intermediaries with regard to a supplement

Where the Notes are purchased or subscribed through a financial intermediary, that financial intermediary shall inform holders of the Notes (each a "**Holder**") of the possibility of a supplement being published, where and when it would be published and that the financial intermediary would assist them in exercising their right to withdraw acceptances in such case. The financial intermediary shall contact those Holders of the Notes by the end of the first working day following that on which the supplement is published.

Unauthorised information

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Prospectus or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Dealer) in connection with the issue and offering of the Notes. Neither the delivery of this Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to 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, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, 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 at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. None of the Dealers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers.

Restrictions on distribution

The distribution of this Prospectus, any supplement and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

NOTES ISSUED UNDER THIS PROGRAMME SHOULD NOT BE SOLD OR TRANSFERRED TO INDIVIDUALS IN ANY JURISDICTION.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained in this Prospectus or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of the relevant underlying, if any; and

(v) be able to evaluate (either alone or with the assistance of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial Notes. Sophisticated institutional investors generally do not purchase complex financial Notes as standalone investments. They purchase complex financial Notes as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolio. A potential investor should not invest in Notes which are complex financial Notes unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes, the likelihood of cancellation of payment of principal, payment of distributions or a write-down of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. Each potential investor in the Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including the possibility that the entire principal amount of the Notes could be lost.

Product Governance under Directive 2014/65/EU (as amended)

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which may outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**Distributor"**) should take into consideration the target market assessment; however, a Distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

UK MiFIR Product Governance Rules

The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any Distributor should take into consideration the target market assessment; however, a Distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 ("**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Benchmarks Regulation

Interest payable under the Notes may be calculated by reference to certain reference rates, including the Euro Interbank Offered Rate ("**EURIBOR**"), the Budapest Interbank Offered Rate ("**BUBOR**") or the Secured Overnight Financing Rate ("**SOFR**"). Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**"). As at the date of this Prospectus, the European Money Markets Institute ("**EMMI**"), the administrator of EURIBOR, is included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") under the Benchmarks Regulation and BUBOR and SOFR do not fall within the scope of the Benchmarks Regulation. If any other reference rate does constitute such a benchmark, the Final Terms will indicate whether or not such benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmarks Regulation. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Notes issued as Environmental, Social and/or Corporate Governance Bonds

The Final Terms relating to any specific Notes may provide that it will be the Issuer's intention to apply an amount equivalent to the proceeds from an offer of those Notes specifically for projects and activities that promote social and environmental purposes ("**ESG Bonds**"). None of the Arranger or the Dealers accepts any responsibility for any social, environmental and sustainability assessment of any Notes issued as ESG Bonds and none of the Issuer, the Arranger or the Dealers makes any representation or warranty or assurance as to whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels. None of, the Arranger or the Dealers is responsible for the use of proceeds for any Notes issued as ESG Bonds, nor the impact or monitoring of such use of proceeds. No representation or assurance is given by the Issuer, the Arranger or the Dealers as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as ESG Bonds, nor is any such opinion or certification a recommendation by the Issuer, the Arranger or any Dealer to buy, sell or hold any such Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by, the Arranger or the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

Certain definitions

In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**EUR**" or "euro" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended and references to HUF are to Hungarian Forint.

Certain figures included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Stabilisation

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. The words “anticipate”, “believe”, “expect”, “plan”, “intend”, “targets”, “aims”, “estimate”, “project”, “will”, “would”, “may”, “could”, “continue” and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Prospectus, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of the Issuer are forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the Issuer’s actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the Issuer’s present and future business strategies and the environment in which the Issuer expects to operate in the future.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under “*Risk Factors*” and “*Description of the Issuer*”. Any forward-looking statements made by or on behalf of the Issuer speak only as at the date they are made. The Issuer does not undertake to update forward-looking statements to reflect any changes in their expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

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GENERAL DESCRIPTION OF THE PROGRAMME

1. Issue of Notes

Notes will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and form a single series and are identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche will be determined at the time of offering of such Tranche based on then prevailing market conditions and will be set forth in the applicable final terms (the "**Final Terms**") (the form of which is contained herein).

2. Programme Amount

This Programme is for the issuance of Notes under which the Issuer may, from time to time, issue Notes in accordance with and subject to all applicable laws and regulations and denominated in any currency, subject as set out herein.

The following description is an abstract presentation of the possible structures through which Notes may be issued under the terms of this Prospectus and does not refer to a specific issue of Notes which will be issued under the terms of this Prospectus.

The actual aggregate principal amount of all Notes issued and from time to time outstanding will not exceed EUR 2,000,000,000 (or the equivalent in other currencies at the date of issue). Notes will be issued in such denominations as may be agreed and specified in the relevant Final Terms, save that the minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes. The Notes may be issued, either directly by the Issuer to the investors or to one or more of the Dealers which expression shall, where used in this Prospectus, include any additional Dealer(s) appointed under this Programme from time to time.

Notes will be issued with a minimum maturity of twelve months or more.

The Issuer will have the option at any time to increase the amount of the Programme, subject to the provisions of the Dealer Agreement (as defined under "*Subscription and Sale*") (including the preparation of a supplement to this Prospectus or a new prospectus) as the Dealers, the relevant competent authority or the relevant Stock Exchange may reasonably request.

3. Distribution of Notes

Notes are freely transferable in accordance with the rules and regulations of the relevant clearing system and may be offered to investors on a non-syndicated or a syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms. With respect to the categories of potential investors the Notes are not subject to any restrictions except for the selling restrictions mentioned in section Subscription and Sale.

4. Listing and Admission to Trading of Notes

In relation to Notes intended to be listed and issued under this Programme, application has been made to the Luxembourg Stock Exchange to list the Programme and such Notes on the Official List of the Luxembourg Stock Exchange and to admit to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*). Application may be made additionally to any other or further stock exchange to admit such Notes to trading on any other or further Regulated Markets or other market segments of such other or further stock exchanges. In this Prospectus, references to "Listed Notes" (and all related references) shall mean, in relation to Notes issued under the Programme, that such Notes are

listed on the Official List of the Luxembourg Stock Exchange and/or any other or further stock exchange, as the case may be.

The Programme allows for Notes to be listed on such other or further stock exchange(s) or traded on other market segments (e.g., unregulated market (*Freiverkehr*)) as may be agreed between the Issuer and the relevant Dealer(s) or as determined by the Issuer. Notes not listed on any stock exchange may also be issued.

The issue specific details applicable to the respective Notes are determined in the relevant Final Terms.

5. Clearing Systems

The Notes have been accepted for clearance through Euroclear Bank SA/NV (1 Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("**Euroclear**") and/or Clearstream Banking S.A., Luxembourg (42, Avenue J. F. Kennedy, L-1855 Luxembourg) ("**CBL**") (or its legal successors as the case may be).

6. Security Code

The International Securities Identification Number ("**ISIN**"), Common Code (if any), and the German Security Code Number (if any) for each Series of Notes or any other security code will be set out in the relevant Final Terms.

RISK FACTORS

1. Risks relating to the Issuer

This section describes specific risks regarding the Issuer which are regarded by the Issuer to be material in respect of the Issuer's ability to meet its obligations under the Notes and of which the Issuer is currently aware.

The Issuer has assessed the materiality of risks based on the probability of their occurrence and the expected magnitude of the negative impact such occurrence may cause to the Issuer and the effect on the Issuer's ability to meet its obligations under the Notes. The Issuer has also taken into account in respect of such assessment the principles and outcomes of its internal capital adequacy assessment process. In addition, each of the Issuer-related risks highlighted below could adversely affect the trading price of the Notes or the rights of investors under the Notes and, as a result, investors could lose some or all of their investment.

Investors should consider the following specific and material risk factors and all other information contained in this Prospectus and consult their own professional advisers prior to any decision to purchase debt securities issued by the Issuer.

Investors are advised that there may be additional risks regarding the Issuer which are not regarded to be material or of which the Issuer is currently not aware, but which may nevertheless affect the Issuer's ability to meet its obligations under the Notes. It is also possible that risks described herein may combine and intensify one another.

1.1 Risks relating to the business of the Issuer

The Issuer faces intense competition and changes in the market landscape for banking services, which could impede the growth of the Issuer's business and may negatively impact the Issuer's revenue and profitability.

The Issuer is in competition with a large number of financial institutions, both internationally and locally (banks with retail and wholesale clients, mortgage banks, investment banks, as well as other non-banking financial institutions which are active in the Hungarian financial services sector). This competition is expected to intensify further, especially among top-tier banks, against the background of ongoing consolidation in the market. Increased competition may cause higher attrition of the Issuer's current clients and may also limit the Issuer's potential to attract new customers, with a potentially adverse impact on the Issuer's revenues and profitability.

Existing competitors, as well as others that may enter the market in the future, may enjoy certain competitive advantages in comparison to the Issuer, such as having greater economies of scale, larger financial and non-financial resources and portfolios, access to more advanced technological and operational resources, more comprehensive product offerings in certain business lines, greater personnel resources, better brand name recognition and more experience or longer-established relationships with regulatory authorities and clients. The majority of the Issuer's main competitors in the Hungarian banking sector are part of large international financial groups, such as the local subsidiaries of UniCredit Group (UniCredit Bank Hungary Zrt.), OTP Bank Nyrt., KBC Group (K&H Bank Zrt.), Erste Group (Erste Bank Hungary Zrt.). Competitors with a wider presence might seem more attractive for some institutional clients that have an established relationship with the respective international financial groups in other jurisdictions. In addition, in the context of the development of the Hungarian financial services market in recent years, local financial institutions, such as Takarékbank Zrt., MKB Bank Nyrt., and Budapest Bank Zrt. have gained market share by appealing to a large number of customers. The integration process of these local financial institutions into Magyar Bankholding Zrt. has started. Budapest Bank Zrt. merged into MKB Bank Nyrt. on 31 March 2022. The integration is expected to be completed in 2023 through the merging of Takarékbank Zrt. into MKB Bank Nyrt.

The Issuer's market landscape is also evolving, with fintech companies competing by offering current accounts, free-of-charge currency exchange, instant peer-to-peer payments, and cross border

transactions (such as Wise and Revolut). These entities offer a digital, non-traditional-bank experience, characterised by low margins and high flexibility in enhancing their transactional platforms with new benefits. The Issuer's market may thus be affected by price competition for existing services and rapid development of new products, services and distribution channels.

Strong competition may lead to increased pressure on the Issuer in connection with prices for products and services offered to clients, which may have an impact on the Issuer's capacity to maintain or increase its profitability. The competitiveness of the Issuer in the current environment will depend largely on its capacity to adapt quickly to the market's new developments and trends. If the Issuer will not be able to compete or anticipate and respond to consumer demands effectively, this may have an adverse effect on the Issuer's market share, earnings and cost structure and thus, its business, financial condition, results of operations and prospects.

The Issuer may experience deterioration in credit quality of its loan portfolio and is exposed to the risk of defaults by its counterparties, particularly as a result of financial crises or economic downturns.

The Issuer is, and may in the future continue to be, exposed to the risk that a counterparty (whether a borrower or another market participant contracting with the Issuer) may not repay its loans or perform its obligations 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 or postponing payment obligations.

The Issuer is exposed to credit risk in particular with respect to its lending activities with retail and corporate customers, financial institutions, local and central governments, as well as other activities such as its trading and settlement activities. Historically, credit risk has been higher during periods of economic downturn, such as the aftermath of the global financial crisis which started in 2008 following the Lehman collapse, or more recently as a result of the outbreak of the COVID-19 pandemic. Volatile economic conditions may substantially aggravate credit risk resulting in an increase in the non-performing loans ("**NPL**") levels. Such developments could be amplified by changes to foreign exchange rates and/or money market interest rates, which could negatively affect the ability of customers to repay their loans and thus contribute to increased credit risk. In particular, if interest rates increase, the rate of non-performing exposures may also increase. Recording provisions for increased non-performing exposures would diminish the Issuer's profits and could negatively affect the equity and goodwill of the Issuer.

The Issuer uses statistical models based primarily on historical data to estimate the level of defaults that are likely to occur in its credit portfolios. These rating models are limited in their ability to capture in a timely and complete manner unexpected and/or unobserved events, factors or dynamic changes that could affect the economic environment and/or credit quality of counterparties. Such rating models could therefore underestimate probabilities of default of individual counterparties and, consequently, the potential for losses in a given portfolio.

Credit risk deterioration in the bank's credit portfolio may also arise from increased concentration towards particular customers, groups of connected customers, industries, sectors, regions, asset classes, or financing structures (like project finance and leveraged loans or corporate bond programmes). Increased credit risks could also arise due to an imbalanced exposure to rating classes, maturities, and/or similar dimensions relevant to portfolio diversification.

Deterioration in the quality of the Issuer's credit portfolio and increases in NPL levels result in increased credit risk costs for the Issuer. The Issuer's risk costs are based on, among other things, its analysis of probabilities of default (using current probabilities and historical information), loan management methods, the valuation of underlying assets, expected available income of clients, as well as other assumptions of the Issuer, made in order to determine the credit risk cost as well as the capital requirements for addressing such risk. The Issuer's analyses and assumptions may prove to be inadequate and might result in inaccurate predictions of ongoing or future credit performance.

There can be no assurance that the current provisioning ratio will not increase in the future, or that the coverage ratio for the associated risks (including the NPL coverage ratio) will prove to be sufficient.

Should credit risk be greater than estimated, and the Issuer suffers losses as a result of such risks materialising, the Issuer's loan loss provisions may be insufficient to cover such losses. This may have a material adverse impact on the Issuer's financial position and results of operations and could affect the Issuer's ability to meet its obligations under the Notes.

The Issuer may be adversely affected by changes in interest rates.

As the Issuer derives approximately half of its operating income from net interest income, the Issuer is exposed to the risk of adverse interest rate changes. Interest rates are sensitive to many factors beyond the Issuer's control, such as inflation, interest rates over the reserve account determined by the Hungarian National Bank, as well as the monetary policy decisions of the European Central Bank ("**ECB**") in connection with the Euro, the liberalisation of financial services, increased competition, as well as domestic and international economic and political conditions (including the Hungarian government imposing a ceiling on interest rates to be charged).

Changes in interest rates can affect the spread between the rate of interest that a financial 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. To the extent that the interest margin decreases, net interest income will also decrease, unless the Issuer is able to compensate such decrease by increasing the total amount of funds it lends to its customers. Central banks' accommodative monetary policy, which has been accompanied by quantitative easing, has posed additional challenges to interest margin stability, as the potential to re-price customers' deposits is limited. Additionally, in a very low or negative interest rate environment, the Issuer will have increased costs of maintaining the regulatory and prudential liquidity buffers held in low-yielding, 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, the Issuer may 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 the Issuer's net interest margin.

As a result of the above, interest rate fluctuations and, in particular, decreasing interest rate margins, could negatively affect the Issuer's net interest income and have a material adverse effect on the Issuer's ability to fulfil its obligations under the Notes.

The Issuer is subject to the risk that liquidity may not be readily available.

The Issuer relies primarily on customer deposits to meet a substantial portion of its funding requirements. Customer deposits are subject to fluctuation due to factors outside the Issuer's control, and the Issuer could experience a significant outflow of deposits within a short period of time. A material decrease in deposits could have a negative impact on the Issuer's liquidity.

As a credit provider, the Issuer is exposed to market liquidity risk, which arises from an inability to sell an asset easily because there is inadequate market liquidity or due to market disruptions. Liquidity risk could also arise from an increase in the cost of financing or the insolvency of counterparties. In addition, the Issuer is exposed to liquidity risk because its assets and liabilities may be denominated in different currencies and liquidity in the cross-currency and basis swap market may be negatively affected by market volatility.

Credit and money markets worldwide have experienced and continue to experience a reluctance of banks to lend to each other on an unsecured basis because of uncertainty as to the creditworthiness of the borrowing bank and increased capital requirements. 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. If such increase in perceived counterparty risk would

happen with respect to the Issuer, this would lead to reductions in the Issuer's access to traditional sources of liquidity and would be compounded by further regulatory restrictions on funding, liquidity and capital structures.

If the Issuer has difficulty in securing adequate sources of short- and long-term liquidity or if it were subject to material deposit outflows, this could negatively affect the Issuer's ability to comply with the applicable regulatory and commercial liquidity requirements and have a material adverse effect on the Issuer's ability to fulfil its obligations under the Notes.

Fluctuations in exchange rates could adversely affect the Issuer's results of operations.

Exchange rate risk refers to the potential revaluation of positions denominated in a currency other than the functional currency, which can affect actual or potential cash flows generated in foreign currencies. Exchange rate risk may also have an adverse impact on the Issuer's capital position and compliance with minimum requirements of own funds and of eligible liabilities ("**MREL**"). The Issuer's Tier 1 capital is denominated entirely in Hungarian forints ("**HUF**"), while only part of the total risk-weighted assets is denominated in HUF. As a result, the Issuer's capital adequacy ratio (calculated as a percentage of Tier 1 capital to risk-weighted assets) could be adversely impacted if the HUF depreciates significantly against other currencies in which risk-weighted assets are denominated. Therefore, currency fluctuations may limit business growth and have a material adverse effect on the Issuer's business, financial condition and results of operations. Significant deprecation of HUF against EUR and/or USD might result in an increase of credit risk in case of an FX mismatch and ultimately have an adverse effect on the Issuer's financial and economic position, including demand of its products/services.

If the Issuer and RBI Group do not maintain their reputation, the Issuer's ability to attract new customers and retain existing customers may be harmed.

Reputational risk is inherent to the Issuer's business activity. The ability to retain customers and to attract new customers depends in part on the Issuer's and RBI Group's brand recognition and their reputation for quality of service. Negative public opinion towards the Issuer, RBI Group or the financial services sector as a whole could result from real or perceived practices in the financial sector in general, such as negligence during the provision of financial products or services, or even from the way that the Issuer conducts, or is perceived to conduct, its business operations. In addition, the Issuer's reputation is strongly linked to the reputation of the RBI Group, meaning that negative perceptions of RBI Group could have an adverse effect on the Issuer's reputation. Such a development could adversely affect the Issuer's ability to maintain and attract customers, which could have a material adverse effect on the Issuer's business, financial condition and prospects.

Any suspension, downgrade or withdrawal of the Issuer's credit ratings by an international rating agency could have a negative impact on its business.

Any suspension, downgrade or withdrawal of the Issuer's credit ratings for domestic or international debt by international rating agencies may adversely impact the Issuer's ability to raise additional financing via debt issuances and the interest rates and other commercial terms under which such additional financing is available. Such a development could have a material adverse effect on the Issuer's business, liquidity position, competitive position, prospects, results of operations and financial condition.

The Issuer's operational systems and networks may become vulnerable to an increasing risk of continually evolving cyber security or other technological risks.

A significant portion of the Issuer's operations rely heavily on the secure processing, storage and transmission of confidential and other information as well as the monitoring of a large number of complex transactions on a constant basis. The Issuer stores an extensive amount of information (including personal data) specific to its clients for its retail, corporate and governmental customers and clients and must accurately record and reflect their extensive account transactions. The proper functioning of the Issuer's payment systems, financial and sanctions controls, risk management, credit analysis and reporting, accounting, customer service and other information technology systems and

other IT systems, as well as the communication networks existent between the branches and working points of the Issuer and its main data processing centres, is critical to the Issuer's operations. If the respective services cannot be provided without interruption, particularly in the case where updates may be necessary for a proper delivery of new or extended products and services, then these systems might not support entirely the Issuer's activities.

These activities have been, and will continue to be, subject to an increasing risk of cyber-attacks, the nature of which is continually evolving. The financial sector remains a primary target for cyber criminals, there being an increasing level of sophistication in both criminal and nation state hacking for the purpose of stealing money, stealing, destroying or manipulating data and/or disrupting operations. The Issuer's computer systems, software and networks may become vulnerable to unauthorised access, loss or destruction of data (including confidential client information), account takeovers, unavailability of services, computer viruses or other malicious code, cyber-attacks and other events. These threats may derive from human error, fraud or malice on the part of employees or third parties or may result from accidental technological failure. If one or more of these events occur, it could result in the disclosure of confidential client information, damage to the Issuer's reputation with its clients and the market, additional costs to the Issuer (such as repairing systems or adding new personnel or protection technologies), regulatory penalties and financial losses to the Issuer. Such events could also cause interruptions or malfunctions in the operations of the Issuer (such as the lack of availability of the Issuer's online banking systems), as well as the operations of its clients, customers or other third parties. Disaster recovery, security and service continuity protection measures that the Issuer has undertaken or may undertake in the future may be insufficient to prevent losses caused. Given the volume of transactions at the Issuer, certain errors or actions may be repeated or compounded before they are discovered and rectified, which would further increase these costs and consequences.

In addition, third parties with which the Issuer does business under stringent contractual agreements may also be sources of cyber security or other technological risks. Unauthorised access, loss or destruction of data or other cyber incidents could occur, resulting in similar costs and consequences to the Issuer as those discussed above. The risks associated with cyber security and other technological risks might generate disruptions that, if persistent, might significantly affect the Issuer's business, prospects, results of operations and financial condition.

The Issuer is subject to operational risks.

The Issuer's businesses are dependent on the ability to process a large number of transactions efficiently and accurately. Operational risk and losses can result from fraud, errors by employees, failure to document transactions properly, failure to obtain proper internal authorisation, failure to comply with the applicable regulatory requirements and conduct of business rules, equipment failures, natural disasters or the failure of external systems, such as those of the Issuer's suppliers or counterparties. There is a risk that the Issuer's risk control and loss mitigation actions are not effective in preventing and controlling each of the operational risks. The Issuer 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 affect the services provided to clients. If the Issuer would have such difficulties in its operational activity, this could have a material adverse effect on its business, financial condition and results of operations.

The Issuer is exposed to the risk of fraud and other illegal activities.

The Issuer is subject to rules and regulations related to money laundering/terrorism financing and international sanctions, as enacted by the United Nations, the US, the UK and the EU. Compliance with anti-money laundering/terrorist financing and international sanctions rules entails significant cost and effort for the Issuer. Non-compliance with these rules may have severe consequences, including adverse legal and reputational risks for the Issuer. In accordance with legal and regulatory provisions, administrative sanctions as well as sanctioning measures may be applied. In addition, criminals continue to adapt their techniques and are increasingly focused on targeting customers and clients through ever more sophisticated methods of social engineering, whereas external data breaches also provide criminals with the opportunity to exploit the growing levels of compromised data. A possible violation, or even any suspicion of a violation of these rules, may have serious negative legal and financial

consequences as well as negative impact on the Issuer's reputation, which could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer may be unable to attract and retain key personnel, directors, managers, employees and other individuals without whom the Issuer may not be able to manage its business effectively.

The Issuer depends on the availability and continued service of a relatively small number of key managers, employees and other individuals. These key individuals are heavily involved in the daily operation of the Issuer's business and are, at the same time, required to make strategic decisions, ensure their implementation and manage and supervise the development of the Issuer Group. The loss of any of these key individuals could significantly impede the financial plans, product development, network expansion, marketing and other plans of the Issuer Group.

In addition, competition for qualified executives in the Hungarian financial services industry is intense. The Issuer's future results depend, in a significant part, upon the continued contributions of its existing management and its ability to expand the senior management team by adding highly skilled new members, who may be difficult to identify and recruit. If any of the Issuer's senior executives or other key individuals ceases their employment or engagement, the Issuer's business, prospects, results of operations and financial condition could be materially adversely affected. Additionally, this may result in disruption to service which could in turn lead to disenfranchising certain customer groups and reputational damage.

The Issuer may be unable to implement its business strategy.

The Issuer intends to pursue its business strategy to explore opportunities and strengthen its current business. The timely and precise implementation of the Issuer's strategy is essential to grow the existing business of the Issuer and deliver the expected financial results. Failure to respond to changing customer needs and/or to deliver new products and services may cause the attrition of customers and deterioration of financial results. In particular, digital transformation is vital in the financial services industry. Therefore, the success of the Issuer also depends on the application of new technologies, which are desired by clients, to keep current clients and attract new customers. If the incorporation of new technologies fails, the Issuer's business, results of operations and financial condition could be adversely affected.

The Issuer may undertake future acquisitions on an opportunistic basis.

The Issuer may undertake, on an opportunistic basis, further acquisitions in the future in the existing business lines of the Issuer or in other businesses complementary to them. The real financial benefits of any such potential acquisition cannot be guaranteed to be in line with the estimated benefits at the time the decision to acquire was taken. Furthermore, the integration of acquisition targets may not go as expected, may prove more costly than initially expected and acquisitions may divert management attention or financial or other resources away from the existing business of the Issuer or require additional expenditure. Such developments could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Derivative transactions may expose the Issuer to unexpected risk and unforeseen losses.

The Issuer may be party to certain derivative transactions, such as interest rate swap contracts, with financial institutions to hedge against certain financial risks. Changes in the fair value of these derivative financial instruments that are not cash flow hedges are reported in profit and loss and, accordingly, could materially affect the Issuer's reported results in any period. Moreover, the Issuer may be exposed to the risk that the Issuer's counterparty in a derivative transaction may be unable to perform its obligations as a result of being placed in receivership or otherwise. In the event that a counterparty to a material derivative transaction is unable to perform its obligations thereunder, the Issuer may experience losses that could have a material adverse effect on its financial condition, financial returns and results of operations.

The Issuer's profitability is exposed to risks related to its customers' ability to prepay loans.

The volatility of interest rates and foreign exchange rates may cause increasing numbers of customers to prepay their loans, which could adversely affect the Issuer's profitability. Prepayment is a potential risk for the Issuer, especially due to the legislative provisions applicable in Hungary to consumer mortgage loans. Pursuant to the Hungarian Consumer Credit Act, consumer borrowers are entitled at any time to discharge, in whole or in part, their obligations under their credit agreements, including mortgage-backed loans. Further, the provisions of the Consumer Credit Act impose limitations on the right of credit institutions to recover their losses and costs incurred as a consequence of a prepayment by consumer borrowers. This in turn requires more stringent asset-liability management, further increasing the cost of funding for the Issuer.

Any legislative measures that may facilitate prepayments and/or early repayments by borrowers or impose further restrictions on the Issuer's ability to recoup possible losses from such prepayments and/or early repayments, such as an early repayment scheme for certain foreign currency denominated loans, may have an adverse effect on the businesses, financial condition and results of operations of the Issuer.

Hedging measures might prove to be ineffective. When entering into unhedged positions, the Issuer is directly exposed to the risk of changes in interest rates, foreign exchange rates or prices of financial instruments.

The Issuer may utilise a range of instruments and strategies to hedge risks. Unforeseen market developments may have a significant impact on the effectiveness of hedging measures. If hedging measures prove ineffective, the Issuer may incur losses. Unexpected market developments, which cannot be correlated with the Issuer's historical trading patterns, may adversely affect the effectiveness of the Issuer's hedging strategies. In a worst-case scenario, an originally hedged position may become an unhedged position due to the default of a hedge counterparty.

In addition, the Issuer assumes open, i.e. unhedged, positions with respect to interest rates, foreign exchange and financial instruments either in the expectation that favourable market movements may result in profits, or it considers certain positions cannot be hedged effectively or at all. These open positions are subject to the risk that changes in interest rates, foreign exchange rates or the prices of financial instruments may result in significant losses. Such developments could have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

The Issuer may be subject to onerous tax liabilities.

In its business activities, the Issuer is required to pay various taxes and contributions, such as profit tax, value added tax, various social contributions and others. While the Issuer believes it has paid its taxes when due, interpretation of applicable rules by tax authorities may differ. In practice, tax inspections typically result in tax authorities requiring payment of additional amounts as well as interest and/or penalties. Generally, the results of tax inspections may be the imposition of material additional amounts on the Issuer, and this may have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Additionally – as part of the fiscal consolidation measures needed upon the adverse economic developments – the Hungarian government has recently introduced a new annual tax imposed on credit institutions (such as the Issuer) for fiscal years 2022 and 2023 at a rate of 10% and 8%, respectively. The base of such new tax shall correspond to the net turnover of the Issuer as defined in the Act C of 1990 on Local Taxes and assessed on the basis of the financial statements for the preceding fiscal year. In addition, the Hungarian government (i) has increased the maximum cap of the financial transaction tax; and (ii) has also extended the transaction tax to transactions, which previously were not subject to the transaction tax (in particular, the purchase of certain financial instruments).

All of these measures may have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

Outbreaks of disease can have a severe and lingering impact on banking operations, the social and economic environment, and financial market developments.

Pandemics, epidemics and outbreaks of infectious diseases, such as the recent outbreak of the novel coronavirus (SARS-CoV-2) and the disease it causes ("**COVID-19**") can have an unforeseen impact on banking operations, the social and economic environment, and financial market developments.

Continuation or resurgence of the COVID-19 pandemic may potentially lead to several negative consequences for the Issuer, including:

- Government actions to provide debtors relief from their credit and financial leasing obligations. For example, during the COVID-19 pandemic, the Hungarian government issued a moratorium on credit and financial leasing obligations for all types of debtors to mitigate the effects of the coronavirus pandemic on the national economy. Although this decree was repealed on 1 October 2021, Hungarian legislation continues to apply the moratorium to certain social groups (such as unemployed persons, persons expecting a child or raising a child and pensioners) and entities experiencing financial difficulties until 30 June 2022. This moratorium allows for a deferral of principal and interest payments until the end of the term of the moratorium.

- Economic downturns, shifts in consumer behaviour, diminished business and consumer confidence, inflation and market volatility and currency exchange rate fluctuations.

- Increasing levels of unemployment among the Issuer's customers, which may lead to their inability to service their debt obligations towards the Issuer.

- Labour shortage or workforce disruptions due to illness or refusal by employees to work on-site due to perceived risk of contagion.

- Deterioration of financial market conditions, which could negatively affect the Issuer's liquidity.

- Lockdowns enacted to mitigate the COVID-19 pandemic's proliferation and to relieve pressure on healthcare systems and related negative impacts on the economy.

Despite the significant actions undertaken by international and local authorities combatting the negative effects of the COVID-19 pandemic, the pace of the economic recovery remains uncertain. Also due to the novelty of many such measures, the long-term impact and effects cannot be fully assessed, and uncertainty will linger for a significant period, triggering potential negative consequences for the business prospects of the Issuer. There can be no assurance that governmental or other actions would result in prompt and/or adequate improvement in such market conditions in the future, should the situation deteriorate further, or further restrictions are imposed, or current or new restrictions persist for a prolonged period of time.

The COVID-19 pandemic is likely to result in structural changes with regard to both the economy and society more broadly, such as increased digitalisation and remote working and changes in the structure of global value-added chains, including an accelerated transition to the green economy. Uncertainties related to such structural changes increase the difficulty of developing suitable business strategies for both the Issuer and its customers. The COVID-19 pandemic could have a long-lasting negative impact on some economic activities, resulting in increased losses on exposures to the relevant sectors.

The scale and economic impact of the COVID-19 pandemic remains unknown, and could materially adversely affect the Issuer's business, prospects, results of operations or financial condition, as well as its ability to meet its obligations under the Notes.

1.2 Economic and political risks

Concerns related to potential social, political and military conflicts in the region may have consequences, which may adversely affect the Issuer's business.

The ongoing war in Ukraine (i.e. Russian invasion) and the sanctions against Russia have had a material impact on the Hungarian economy. Hungary has a common border and significant business ties with Ukraine, and the Hungarian economy depends largely on Russian natural gas imports. While it is not possible to fully assess the potential consequences of the hostilities, the impact on the Hungarian economy could be significant, especially if it leads to an interruption in the supply of natural gas and crude oil. For example, the conflict has exacerbated already elevated inflation through increased prices for energy and commodities as well as due to the disruption of supply chains since the supply of resources from countries subject to war or sanctions is disrupted. In addition, the conflict could cause investors to reprice risks associated with the Hungarian economy, resulting in a weaker currency, higher interest rates and possibly decreased investments in Hungary. As a result, Hungary could experience slowing economic growth, higher inflation rate, lower lever of consumption, decreasing investment and rising unemployment. Such developments could adversely affect the Issuer's business, for example, by increasing its cost of funding, causing increasing numbers of borrowers to default on their loans or decreasing demand for loans. The consequences of the hostilities in Ukraine could therefore adversely affect the Issuer's business, prospects, results of operations or financial condition, and may adversely affect the Issuer's ability to meet its obligations under the Notes.

As an emerging economy, Hungary is more vulnerable to adverse developments in the global economy than other markets.

The performance of the Hungarian economy depends to a large extent on developments in the global economy and financial markets. Developments such as increased political instability, higher barriers to trade, slowing economic growth, the unavailability or rising cost of credit, or volatility in financial markets could have a greater impact on Hungary than on more advanced economies. Any resulting weakness of the Hungarian economy, such as increasing levels of unemployment, could negatively affect the debt servicing capabilities of the Issuer's customers, which could lead to a higher number of defaults. In addition, weak economic conditions could lead to lower investment and consumption and hence reduced demand for loans. Therefore, negative economic developments could have a material adverse effect on the Issuer's business, prospects, results of operations and financial condition.

An increase in the borrowing costs of the Hungarian government could have a negative impact on the Issuer's profitability.

The public budget deficit in Hungary increased modestly in 2021 as a consequence of the COVID-19 pandemic. A failure of the Hungarian Government to put in place a credible and sustainable fiscal consolidation plan could trigger an increase in risk aversion of investors with respect to Hungary. In this case, covering the public funding needs (the public budget deficit and the rollover of the maturing debt) could become more difficult to achieve and the borrowing costs of the Hungarian Government could increase. A sharp increase in yields of Hungarian government bonds would result in losses for the Issuer given its holdings of such financial instruments. The costs of borrowing in Hungary would increase as well, limiting economic growth and making it difficult for individuals and companies to take new loans or to service their debt, which would in turn have a negative impact on the profitability of the Issuer.

A failure of the fiscal consolidation process could trigger a downgrade of the Hungarian's sovereign rating to non-investment grade, making external funding of the country more difficult and more expensive. This would have a negative impact on economic growth, lowering demand for loans and the capacity of debtors to repay their debt. Revenues of the Issuer would be negatively impacted by a downgrade of sovereign rating to non-investment grade.

Any significant deterioration of Hungary's current account balance could have a negative impact on the overall evaluation of the country with potentially negative consequences of its risk evaluation including country rating

Rising energy prices are having a negative impact on the Hungarian trade balance because Hungary is a net importer of energy. In addition, current sanctions negatively affect Hungary's exports to Russia and any further such sanctions could exacerbate this further. At the same time, rising risk aversion may result in increased profit repatriation from Hungary by foreign companies and higher debt servicing costs. Consequently, Hungary's external balances may deteriorate, which could lead to a rating downgrade.

Any downgrade of Hungary's credit ratings by an international rating agency could have a negative impact on the Issuer.

Any adverse revisions to Hungary's credit ratings for domestic or international debt by the international credit rating agencies may materially adversely impact the Issuer's credit rating, its ability to raise additional financing and the interest rates and other commercial terms under which such additional financing is available. This could hinder the Issuer's ability to obtain financing, which could have an adverse effect on the Issuer's business, liquidity position, competitive position, prospects, results of operations and financial condition.

The performance of the Hungarian economy remains largely dependent upon the developments in the global economy, equity and credit markets, as well as the effectiveness of economic, financial and monetary measures undertaken by its government, together with tax, legal, regulatory, and political developments. Any potential failure to manage the risks associated with the Issuer's business in emerging markets could have a material adverse effect on its business, reputation, operational results and financial position.

In addition, Hungary has undergone substantial political, economic and social change in recent years.

Rating agencies also consider the quality of institutions in their decision-making process. The judicial system in Hungary may not be fully independent of political, economic and social forces, and courts in Hungary experience a high volume of case backlogs. This often results in inconsistent judicial interpretation of laws and regulations and excessive delays in court proceedings. Furthermore, certain market participants in Hungary may conduct their operations without regard for applicable laws or regulations, which creates competitive disadvantages for other participants. As a result of the foregoing, the Issuer may operate with competitive disadvantages or may not be able to enforce its legal rights efficiently or successfully under the laws of Hungary. Each of these factors could, individually or in the aggregate, have a material adverse effect on the Issuer's business, reputation, financial conditions or result of operations.

Corruption could create a difficult business climate in Hungary.

Corruption is one of the main risks confronting companies with business operations in Hungary. International and local media, as well as international organisations, have issued numerous reports on the level of corruption. Corruption has been reported to affect the judicial system and some of the regulatory and administrative bodies in Hungary, which may be relevant for the Issuer's business. Although it is difficult to predict all of the effects of corruption on the Issuer's operations, it can, among other things, slow down approvals of regulatory permits and licenses needed to conduct business. Therefore, corruption could have a material adverse effect on the Issuer's business, prospects, operational results or financial position.

Hungary's difficulties related to its post-accession process to the European Union may adversely affect the Issuer.

Hungary entered the European Union ("**EU**") on 1 May 2004 and continues to undergo legislative changes due to its accession to, and its continued integration with, the EU. As part of the accession process, the EU has established a series of measures for Hungary in order to fulfil basic EU membership requirements. The European Commission was tasked with monitoring Hungary's progress, which it

does by issuing annual compliance reports. The reports evaluate progress and make recommendations on issues such as judicial independence, judicial reform and anti-corruption measures.

Unless satisfactory actions are taken by Hungary in relation to such issues, the EU could take actions such as the temporary suspension of certain provisions governing the relations between Hungary and other EU member states or the suspension of member states' obligations to recognise and enforce, under the conditions laid down in EU law, Hungarian judgments and judicial decisions.

In December 2020, the EU adopted a regulation establishing a mechanism to protect the EU budget in cases where a member state breaches principles of the rule of law (the "**Rule of Law Mechanism**"). The regulation allows the European Council, upon the European Commission's proposal, to adopt measures such as the suspension of payments to countries from the EU budget. Hungary and Poland challenged the regulation before the European Court of Justice ("**ECJ**"). In February 2022, the ECJ rejected the challenge, ruling that EU funds may be withheld from member states that breach the EU's rule of law standards, subject to certain requirements. The European Commission is initiating the Rule of Law Mechanism against Hungary in April 2022. The procedure will take approximately six to nine months. A decision by the European Commission to take such action with respect to Hungary or withhold payments to Hungary from the EU budget could have a negative effect on the Hungarian economy and, as a result, the Issuer's business, results of operations, financial position and prospects.

In addition, the Issuer is exposed to risks that could arise if Hungary joins the Eurozone. Such a development could lead to a negative impact on the Issuer's profitability due to the loss of revenues linked to its foreign EUR/HUF exchange operations, as well as potential one-off costs related to adoption of the Euro.

1.3 Risks relating to legal and regulatory matters and litigation

Hungary may react to economic and financial crises with increased protectionist measures.

Hungary could take various measures to protect the national economy, currency or fiscal income in response to financial and economic crises (including any economic downturn, recession and market volatility caused by the COVID-19 pandemic and related containment measures), including among other things:

- the adoption of regulations limiting interest rates and fees that can be charged for services provided to consumers and other terms and conditions; and
- the introduction of new or the amendment of existing laws and regulations applicable to the banking sector, including the extension of temporary measures, such as any moratorium on bank loan payments.

Consumer protection legislation is continually changing, and currently there are several consumer protection legislative measures specifically targeting lending. Any of these or similar initiatives could affect lenders' profitability and solvency. The legislative uncertainty associated with the banking sector also leads to tighter credit standards and lower financial intermediation. Legislative uncertainty also results from potential changes at the EU level consisting of the new deal for consumers package, which was announced in April 2018. Any of these or similar governmental actions could have a material adverse effect on the Issuer's business, financial condition, results of operations, liquidity or prospects.

The Issuer is subject to substantial regulation and supervision. Any new governmental or regulatory requirement and/or any change in perceived levels of adequate capitalisation and leverage could subject the Issuer to increased capital requirements and require the Issuer to obtain additional capital or liquidity in the future.

The Issuer has to comply with complex regulatory requirements, which tend to become more burdensome over time. Compliance with such requirements, including the ongoing monitoring and implementation of new or amended rules and regulations, requires the Issuer to expend significant time and resources. Any actual or alleged breach of such requirements may result in regulatory action and considerable legal and reputational risks. Any legislative or regulatory actions imposing more

burdensome obligations on the Issuer and any required changes to the Issuer's business operations, as well as any deficiencies in the Issuer's compliance with applicable regulations, could result in significant loss of revenue, limit the Issuer's ability to pursue business opportunities, affect the value of its assets, require the Issuer to increase the prices for its services (which could adversely impact demand for such products and services), impose additional compliance and other costs on the Issuer or otherwise adversely affect its business.

For example, the Issuer could have to comply with higher capital and liquidity requirements and incur substantial costs related to monitoring and meeting these requirements. Amendments to the EU Capital Requirements Regulation ("**CRR2**") and Capital Requirements Directive ("**CRDV**") were published on 7 June 2019. The requirements stipulated by CRD V with respect to credit institutions were implemented into Hungarian law through amendments to the Hungarian Banking Act effective as of 26 December 2020. CRR2 generally applies from 28 June 2021, while a number of provisions already took effect from 27 June 2019, including certain provisions relating to own funds and the provisions on the introduction of the new requirements for own funds and eligible liabilities. Other CRR2 provisions were introduced with the "CRR Quick Fix" on 24 June 2020 with a view to tackle the effects of the COVID-19 pandemic. The Issuer is in the process of considering how these new provisions may affect it.

In addition, on 7 December 2017, the Basel Committee on Banking Supervision (BCBS) published, under the heading "*Finalising Basel III post-crisis reforms*", revised capital requirement frameworks for credit risk and operational risks. The revisions seek to restore credibility in the calculation of risk-weighted assets and improve the comparability of banks' capital ratios by:

- enhancing the robustness and risk sensitivity of the standardised approaches for credit risk, credit valuation adjustment risk and operational risk;
- constraining the use of the internal model approaches by placing limits on certain inputs used to calculate capital requirements under the internal ratings-based approach for credit risk and by removing the use of the internal model approaches for credit valuation adjustment risk and for operational risk;
- introducing a leverage ratio buffer to further limit the leverage of global systemically important banks; and
- replacing the existing Basel II output floor with a more robust risk-sensitive floor based on the BCBS revised Basel III standardised approach.

There is a high degree of uncertainty regarding the proposed new frameworks, including how and when they will be implemented in the EU and their effect on capital requirements.

More generally, the risk of non-compliance with different legal and regulatory requirements and any adverse changes thereto, could negatively affect the Issuer's current business model, internal policies and results. Any non-compliance or failure to address these issues properly could lead to additional legal risk and financial losses as a result of regulatory fines or reprimands, litigation, or reputational damage and, in extreme cases, to the suspension of operations or even withdrawal of authorisation to conduct business. Additional regulations or changes in applicable law could add significant costs or operational constraints that may have a negative impact on the Issuer's business, financial condition and prospects.

The Bank Recovery and Resolution Directive may have a material adverse effect on an investment in the Notes, as well as on the Issuer's business, financial condition, results of operations and prospects.

The Bank Recovery and Resolution Directive (Directive 2014/59/EU on the Bank Recovery and Resolution of credit institutions and investment firms, "**BRRD**") was modified by Directive (EU) 2019/879 ("**BRRD2**"). Member States were required to enact laws, regulations and administrative provisions necessary to comply with BRRD2 by 28 December 2020 and to apply those measures in national law as from the date of their entry into force, but no later than 28 December 2020. Hungary implemented BRRD2 into national law through amendments to the Recovery and Resolution Act (the

"**Recovery and Resolution Act**"), which went into force on 26 December 2020. Amendments relate in particular to MREL and grant additional powers to the resolution authorities.

BRRD2 and Regulation (EU) No 806/2014, as amended ("**SRMR**") recognise as resolution strategies both a single or multiple point-of-entry ("**SPE**" and "**MPE**" respectively) approach. In an SPE approach, a failing bank subsidiary is recapitalised by using instruments issued by the group parent, the proceeds being down-streamed to the failing subsidiary. In an MPE approach, a failing bank subsidiary is recapitalised by using instruments issued by the failing subsidiary itself. By applying the SPE approach, the shareholder structure of the parent entity may change as a result of the resolution, whereas by applying the MPE approach, the shareholder structure of the failing subsidiary is the one that may change, with the shareholding structure of the parent entity remaining the same.

The Issuer has received approval to adopt the MPE resolution strategy through the joint decision of the internal resolution team for the RBI Group resolution plan. In the event of the Issuer's resolution, it will be recapitalised by instruments issued by the Issuer and not by instruments issued by the RBI Group parent entity (as would happen in a single point of entry resolution), and the bail-in takes place at the Issuer level. In such an event, the Issuer can issue external MREL eligible liabilities. The applicable resolution strategy, resolution tools and MREL targets are drawn up, assessed and approved in the resolution college on a regular basis with the participation of all resolution competent authorities and could pose a potential regulatory risk to the Regulatory Consolidation Group (as defined in the section 2 (*Business Overview*) of the Issuer Description).

The relevant minimum contribution is determined yearly by the competent resolution authority under applicable banking laws. If the competent resolution authority requests an increase of the Issuer's MREL, this could require the Issuer to issue additional eligible liabilities at substantial costs. This could have a material adverse impact on the Issuer's profitability and financial situation.

Moreover, there is a risk that the Issuer may not be able to meet these minimum requirements for own funds and eligible liabilities, which could materially adversely affect the Issuer's ability to make payments on the Notes. In particular, under the bail-in tool, the resolution authorities may order a write-down of the Notes or convert them into CET 1 instruments. Apart from potentially being subject to resolution tools and exercise of other powers as set out under the Recovery and Resolution Act, the Issuer may also be subject to the regime instituted by the general national bankruptcy proceedings for credit institutions.

Compliance with anti-money laundering, anti-terrorism financing and anti-corruption rules involve significant costs and efforts, and non-compliance may have severe legal and reputational consequences for the Issuer.

The Issuer is subject to rules and regulations regarding anti-money laundering, anti-terrorism financing and anti-corruption. These rules and regulations have been tightened in recent years and more strictly enforced, particularly following the implementation of the fourth anti-money laundering directive (Directive (EU) 2015/849 of the European Parliament and of the Council) and the fifth anti-money laundering directive (Directive (EU) 2018/843), as enacted in Hungary by the Money Laundering Act, as amended. Monitoring compliance with anti-money laundering, anti-corruption and anti-terrorism financing rules can result in a significant financial burden on banks and other financial institutions and can pose significant technical challenges. The Issuer cannot guarantee that it is in compliance with all applicable anti-money laundering, anti-corruption and anti-terrorism financing rules at all times or that its Group-wide anti-money laundering, anti-corruption and anti-terrorism financing standards are consistently applied by its employees in all circumstances. Any actual or alleged violation of anti-money laundering, anti-corruption or anti-terrorism financing rules could have severe legal, monetary and reputational consequences and could have a material adverse effect on the Issuer's business, financial condition, results of operations, liquidity or prospects.

Applicable Hungarian insolvency and bankruptcy laws, as well as other laws and regulations governing creditors' rights, may limit the Issuer's ability to obtain payments on defaulted loans and advances.

Hungarian bankruptcy and enforcement laws may not offer the same level of rights, remedies and protections that creditors enjoy under the legal regimes in other EU jurisdictions. In particular, Hungarian bankruptcy and enforcement laws and practice may make it comparatively more difficult and time-consuming for the Issuer to recover amounts in respect of its secured and unsecured claims before the Hungarian courts. Any inability to obtain effective legal remedies in a reasonably timely manner may adversely affect the Issuer's business, financial condition, results of operations, liquidity or prospects.

The Issuer may be subject to fines, awards of damages or other penalties arising from legal proceedings, contractual claims and disputes, as well as negative publicity arising therefrom.

In its day-to-day operations, the Issuer is exposed to litigation risk as a result of developments in legislation governing consumer protection and the provision of banking and investment services, among other areas of the law. In addition, the Issuer may be adversely affected by other claims, complaints and litigation, including from contractual counterparties, customers, competitors or regulatory authorities, as well as adverse publicity. Any such developments could have a material adverse effect on the Issuer's business, reputation, results of operations and financial condition.

The Issuer is obliged to contribute to the Single Resolution Fund and to the deposit guarantee fund.

In accordance with the provisions of the Recovery and Resolution Act and Commission Delegated Regulation (EU) 2015/63, credit institutions (including the Issuer) are obliged to pay annual contributions to the bank resolution fund. The level of contributions is established by the local resolution authority for the Issuer, which is the Hungarian National Bank (the "**HNB**"). The Single Resolution Fund (the "**SRF**") was established on 21 July 2014. Directive 2014/49/EUR (Directive on Deposit Guarantee Schemes "**DGSG**") was implemented in Hungary through the amendment of the Hungarian Banking Act. Deposit Guarantee Schemes ("**DGS**") stipulate a target level of the *ex-ante* financed deposit guarantee fund of 1% of covered deposits, which shall be fully funded by contributions of its members (including the Issuer). If the value of the SRF's assets falls below two-thirds of the target level, the members' premiums are set at a level to allow the target level to be reached within 6 years. The Issuer may also be obliged to make certain extraordinary (*ex post*) contributions to the SRF and the deposit guarantee fund. The Issuer's obligation to make such contributions may result in an additional financial burden for the Issuer and may have a negative impact on its financial position and results of operations.

As a result of the voluntary liquidation of Sberbank Hungary and the satisfaction of the deposit holders from the deposit guarantee fund the assets of the guarantee fund have been reduced and a potential raise of the contribution ratio may be considered by the regulator.

Handling customer personal data represents a significant part of the Issuer's daily activity, and a leakage of such data might violate applicable laws and regulations.

The Issuer accumulates, stores and uses data which is protected by data protection laws. Although the Issuer takes precautions to protect customer data in accordance with the applicable privacy requirements, the risk of data leakages in the future cannot be entirely excluded. In addition, the Issuer works with service providers or third-party commercial partners, which may not fully comply with the relevant contractual terms and all data protection obligations imposed on them.

The financial services sector has become increasingly digitalised, automated and online-based in recent years, increasing the Issuer's exposure to risks of unauthorised or unintended data release through hacking and general information technology system failures. Unanticipated information technology problems, system failures, computer viruses, intentional or unintentional misuses, hacker attacks or unauthorised access to the Issuer's network or other failures could result in a failure to maintain and protect customer data in accordance with applicable regulations and requirements and could affect the quality of the Issuer's services, compromise the confidentiality of its customer data or cause service

interruptions, and may result in the imposition of fines and other penalties. In addition, starting with the application of the General Data Protection Regulation (EU) 2016/679 on 25 May 2018, the Issuer is subject to extensive data processing requirements, the breach of which may entail several types of sanctions, including fines of up to EUR 20 million or up to 4% of the overall turnover (whichever is the greater); in addition, if they have suffered damage, the persons concerned may obtain compensation to cover the amount of such damage and their rights may also be represented by collective bodies.

Therefore, should any violations of data protection laws be identified to have been committed by the Issuer, they may result in fines, claims for damages, prosecution of relevant employees and managers, reputational damage and loss of customers and may have a material adverse effect on the Issuer's business, prospects, results of operations and financial condition.

The legal and judicial system in Hungary is less familiar with investments in securities, such as the Notes, than many other European countries, which makes an investment in the Notes riskier than investments in securities of an issuer that operates in a more developed legal and judicial system.

The legal and judicial system in Hungary is less familiar with investments in securities such as the Notes than those of other EU countries. Complex legal issues which might occur in relation to the Notes in the areas of competition law, securities law, company law, and bankruptcy law are not very frequently put before local courts. At the same time, such legal provisions have been and continue to be subject to continual changes as new laws are being adopted as to the transition to a market economy and EU legislation. Existing laws and regulations may be applied inconsistently in Hungary or may be interpreted in an unexpected manner. Further, a degree of uncertainty exists that legal remedies can be obtained in a timely manner in Hungary. The relatively limited experience of a significant number of the competent governmental authorities, specifically with regard to capital markets issues and the existence of a number of issues relating to the independence of the judiciary system might lead to decisions based on considerations that result in incorrect interpretation of the law.

In addition, the processing of legal remedies can sometimes involve significant delays. Enforcement of judgments may also prove difficult and may be subject to delays, especially where such judgments may lead to the closure of businesses or the loss of jobs. These difficulties and the possible delays to obtain effective legal remedies in a timely manner may adversely affect the Issuer's business and may also make it difficult for investors in the Notes to enforce their claims against the Issuer.

Failure to properly handle any potential conflicts of interest of members of the Issuer's executive bodies could have negative effects on the Issuer.

Members of the Issuer's management board and supervisory board may serve on management or supervisory boards of other companies (other than a member of RBI Group), including other banks, customers of and investors in the Issuer which may also compete directly or indirectly with the Issuer. Holding directorships of that kind may expose such persons to potential conflicts of interest if the Issuer maintains active business relations with the said companies. Failure to properly manage potential conflicts of interest of such persons could have a material adverse effect on the Issuer's business, financial position and results of operations.

2. Risks relating to the Notes

The risk factors are divided into the following categories depending on their nature:

2.1 Risks relating to the regulatory classification of the Notes

2.2 Risks relating to the specific Terms and Conditions of the Notes

2.3 Risks relating to the nature of the Notes

2.4 Notes issued with a specific use of proceeds, such as ESG Bonds

2.1 Risks relating to the regulatory classification of the Notes

2.1.1 Risks relating to subordinated notes

Holders of the Subordinated Notes are exposed to the risk of statutory loss absorption.

The Single Resolution Mechanism shall provide the relevant resolution authorities with uniform and effective resolution tools and resolution powers in order to achieve the resolution objectives.

The main resolution tool is the bail-in tool. When applying the bail-in tool, the resolution authority shall exercise the write-down and conversion powers in accordance with the following sequence (also called "loss absorbing cascade"): (i) CET 1 items; (ii) AT 1 instruments; (iii) Tier 2 instruments (such as the Subordinated Notes); (iv) subordinated debt that is not AT 1 or Tier 2 capital; (v) unsecured claims resulting from debt instruments which meet the conditions pursuant to point (b) of paragraph (1b) of Section 57 of Act of 2013 CCXXXVII on credit institutions and bankruptcy proceedings (the "**Banking Act**"); and (vi) the rest of bail-inable liabilities, including liabilities pursuant to point (c) of paragraph (1b) of Section 57 of the Banking Act, in accordance with the hierarchy of claims in normal insolvency proceedings, including the ranking of deposits in Section 57 of the Banking Act, to the extent required.

Furthermore, where the Issuer meets the conditions for resolution and the resolution authority decides to apply a resolution tool to the Issuer, the resolution authority shall exercise the write down or conversion power in relation to relevant capital instruments (i.e. CET 1, AT 1 and Tier 2 instruments) and certain eligible liabilities before applying any resolution tool (other than the bail-in tool).

If the power of write-down or conversion of relevant capital instruments or the bail-in tool is applied to the Issuer, the principal amount of the Subordinated Notes may be fully or partially written down or converted into instruments of ownership, although claims of other creditors of the Issuer might not be affected.

In case of an insolvency of the Issuer, certain deposits, certain other claims and senior unsecured claims have a higher ranking than claims resulting from the Subordinated Notes.

According to Article 57 of the Banking Act and Article 57 of the Insolvency Act, in liquidation proceedings opened over the Issuer's assets, the following insolvency hierarchy applies to deposits and senior unsecured claims:

(a) covered deposits;

(b) that part of eligible deposits from natural persons and micro, small and medium-sized enterprises which exceeds the covered deposits;

(c) deposits not covered by paragraphs (a) and (b) above;

(d) claims of the National Deposit Insurance Fund ("**NDIF**") towards the relevant credit institution;

(e) ordinary unsecured claims; and

(f) unsecured claims resulting from debt instruments which meet the conditions pursuant to point (b) of paragraph (1b) of Section 57 of the Banking Act (so-called "non-preferred senior debt instruments"), i.e. debt instruments that meet the following conditions: (i) the original contractual maturity of the debt instruments is of at least one year; (ii) the debt instruments contain no embedded derivatives and are not derivatives themselves; (iii) the relevant contractual documentation and, where applicable, the prospectus related to the issuance explicitly refer to the lower ranking.

Applicable Hungarian laws does not provide any specific timing of payments to Holders in case of the insolvency of a credit institution, such as the Issuer. Pursuant to general regulations relating to insolvency,

the liquidator must prepare a closing balance sheet (which includes the payments to creditors (including Holders) after two years of the date of the opening of the liquidation procedure.

Further, according to Article 48(7) BRRD which has been newly introduced by the EU Banking Package, EU Member States shall ensure that all claims resulting from own funds items (such as the Subordinated Notes and to the extent the Subordinated Notes qualify as own funds items) have, in normal insolvency proceedings, a lower priority ranking than any claim that does not result from an own funds item. If an instrument is only partly recognised as an own funds item, the whole instrument shall be treated as a claim resulting from an own funds item and shall rank lower than any claim that does not result from an own funds item. The EU Member States should have adopted the relevant national provisions by 28 December 2020 and applied them no later than 28 December 2020. In Hungary the relevant provisions entered into force on 26 December 2020.

Consequently, the claims resulting from the Subordinated Notes will have a lower priority ranking not only than any claim that does not result from an own funds item, but also than any claim resulting from an item which at the time of issuing the obligations under the Subordinated Notes is (fully or partly) recognised as an own funds item, but which at the time of opening normal insolvency proceedings against the Issuer is no longer recognised as an own funds item.

Therefore, in case of bankruptcy proceedings and any comparable proceedings (such as resolution proceedings) opened in relation to the Issuer, claims resulting from the Subordinated Notes are junior to the claims listed in points (a) to (f). For this reason, any payments on claims resulting from the Subordinated Notes would only be made, if and to the extent any senior ranking claims have been fully satisfied.

The Subordinated Notes do not give the right to accelerate future payments, and also may not be subject to set-off or any guarantee.

The Terms and Conditions of the Subordinated Notes do not provide for any events of default and Holders of the Subordinated Notes do not have the right to accelerate any future scheduled payment of interest or principal.

Furthermore, the Subordinated Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution and are neither secured nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Subordinated Notes.

The Subordinated Notes may not be redeemed at the option of the Holders.

Holders of the Subordinated Notes will have no rights to call for the early redemption of their Subordinated Notes.

Therefore, Holders of the Subordinated Notes may be required to bear the financial risks of an investment in the Subordinated Notes until their final maturity.

Holders of the Subordinated Notes are exposed to the risk that the Issuer may issue further debt instruments or incur further liabilities.

There are no restrictions (contractual or otherwise) on the amount of (ordinary unsecured or subordinated) debt or other liabilities that the Issuer may (or may have to) issue, borrow and/or incur, ranking *pari passu* with or senior to the Subordinated Notes.

Any issue of such instruments and/or any incurring such liabilities may reduce the amount recoverable by Holders of the Subordinated Notes upon the Issuer's insolvency.

The Subordinated Notes may be redeemed at any time for reasons of taxation or regulatory reasons.

The Issuer may at its sole discretion, early redeem the Subordinated Notes before their stated maturity (also before five years after the date of their issuance), at any time for reasons of taxation.

Similarly, the Issuer may at its sole discretion, early redeem the Subordinated Notes before their stated maturity (also before five years after the date of their issuance), at any time for regulatory reasons.

Therefore, it may be that Subordinated Notes will be early redeemed and thus, investors will not be able to hold the Subordinated Notes until the stated maturity and accordingly, might not achieve the expected yield.

The rights of the Issuer to early redeem or repurchase the Subordinated Notes are subject to the prior permission of the Competent Authority.

The Issuer may, at its sole discretion, early redeem the Subordinated Notes at any time either for reasons of taxation or regulatory reasons. In addition, if the Terms and Conditions provide for such right, the Issuer may at its sole discretion redeem the Subordinated Notes before their stated maturity, but not before five years after the date of their issuance, on a specified call redemption date.

Any early redemption and any repurchase of the Subordinated Notes are subject to the prior permission of the Competent Authority. Under the CRR, the Competent Authority may only permit institutions to early redeem or repurchase Tier 2 instruments (such as the Subordinated Notes) if certain conditions are met. These conditions, as well as a number of other technical rules and standards relating to regulatory capital requirements applicable to the Issuer, should be taken into account by the Competent Authority in its assessment of whether or not to permit any early redemption or repurchase. It is uncertain how the Competent Authority will apply these criteria in practice and such rules and standards may change during the term of the Subordinated Notes. It is therefore not possible to assess whether, and if so, on what terms, the Competent Authority will grant its prior permission for any early redemption or repurchase of the Subordinated Notes.

Furthermore, even if the Issuer would be granted the prior permission of the Competent Authority, any decision by the Issuer as to whether it will early redeem the Subordinated Notes will be made at the sole discretion of the Issuer with regard to external factors (such as the economic and market impact of exercising an early redemption right, regulatory capital requirements and prevailing market conditions). Therefore, there is the risk, that the Issuer will not exercise any early redemption right in relation to the Subordinated Notes and that the Holders will stay invested in the Subordinated Notes until their maturity date.

Market making by the Issuer for the Subordinated Notes is subject to the prior permission of the Competent Authority and certain conditions and thresholds.

The Subordinated Notes may be repurchased by the Issuer (also for market making purposes) only subject to certain conditions, such as the prior permission of the Competent Authority, and within certain thresholds.

These conditions and thresholds restrict the Issuer's possibility for market making for the Subordinated Notes. Such restrictions may have a negative impact on the liquidity of the Subordinated Notes and may lead to inadequate or delayed market prices for the Subordinated Notes.

2.1.2 Risks relating to eligible notes

The Eligible Notes do not give the right to accelerate future payments, and also may not be subject to set-off or any guarantee.

The Terms and Conditions of the Eligible Notes do not provide for any events of default and the Holders of the Eligible Notes do not have the right to accelerate any future scheduled payment of interest or principal.

Furthermore, the Eligible Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution and are neither secured nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Eligible Notes.

The Eligible Notes may be redeemed at the option of the Holders (if at all) only subject to the prior permission of the competent resolution authority.

If such right is provided in the Conditions, Holders of the Eligible Notes will have the right to call for the early redemption of their Eligible Notes, provided however, only subject to certain conditions, in particular the prior permission of the resolution authority.

Therefore, potential investors should not invest in the Eligible Notes in the expectation that they have an early redemption right. Furthermore, Holders of the Eligible Notes should be aware that they may be required to bear the financial risks of an investment in the Eligible Notes until their final maturity.

Holders of the Eligible Notes are exposed to the risk that the Issuer may issue further debt instruments or incur further liabilities.

There may be no restrictions (contractual or otherwise) on the amount of ordinary unsecured or subordinated debt or other liabilities that the Issuer may (or may have to) issue, borrow and/or incur, ranking *pari passu* with or senior to the Eligible Notes.

Any issue of such instruments and/or any incurring such liabilities or may reduce the amount recoverable by Holders of the Eligible Notes upon the Issuer's insolvency.

The Eligible Notes may be redeemed at any time for reasons of taxation or regulatory reasons.

If such right is provided in the Conditions, the Issuer may at its sole discretion (but subject to the prior permission of the Resolution Authority, as further set out below), redeem the Eligible Notes early before their stated maturity, at any time either for reasons of taxation or for regulatory reasons.

Any rights of the Issuer to early redeem or repurchase the Eligible Notes are subject to the prior permission of the Resolution Authority.

Potential investors should not invest in the Eligible Notes in the expectation that any early redemption right will be exercised by the Issuer.

As set out above, the Issuer may, at its sole discretion, early redeem the Eligible Notes at any time either for reasons of taxation or regulatory reasons. In addition, if such right is foreseen in the Final Terms, the Issuer may at its sole discretion redeem the Eligible Notes before their stated maturity on a specified call redemption date.

Any early redemption and any repurchase of the Eligible Notes is subject to the prior permission of the resolution authority, all if and as applicable from time to time to the Issuer. Under Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013, as amended from time to time (the "**CRR**"), the resolution authority may only permit institutions to early redeem or repurchase eligible liabilities instruments (such as the Eligible Notes) if certain conditions prescribed by the CRR are complied with. These conditions, as well as a number of other technical rules and standards relating to regulatory capital requirements applicable to the Issuer, should be taken into account by the resolution authority in its assessment of whether or not to permit any early redemption or repurchase. It is uncertain how the resolution authority will apply these criteria in practice and such rules and standards may change during the maturity of the Eligible Notes. It is therefore difficult to predict whether, and if so, on what terms, the resolution authority will grant its prior permission for any early redemption or repurchase of the Eligible Notes.

Furthermore, even if the Issuer would be granted the prior permission of the Resolution Authority, any decision by the Issuer as to whether it will early redeem the Eligible Notes will be made at the sole discretion of the Issuer with regard to external factors (such as the economic and market impact of exercising an early redemption right, regulatory capital requirements and prevailing market conditions). The Issuer disclaims, and investors should therefore not expect (and not invest in the expectation), that the Issuer will exercise any early redemption right in relation to the Eligible Notes.

Market making by the Issuer for the Eligible Notes is subject to the prior permission of the resolution authority and certain conditions and thresholds.

The Eligible Notes may be repurchased by the Issuer (also for market making purposes) only subject to certain conditions, such as the prior permission of the resolution authority, and within certain thresholds.

These conditions and thresholds restrict the Issuer's possibility for market making for the Eligible Notes. Such restrictions may have a negative impact on the liquidity of the Eligible Notes and may lead to inadequate or delayed market prices for the Eligible Notes.

Under certain circumstances, the Issuer's ability to redeem or repurchase the Notes may be limited

Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013, as amended from time to time (the "**CRD**") prescribes certain conditions for the granting of permission by the competent authority or the Resolution Authority (as applicable) to a request by the Issuer to redeem or repurchase the Notes prior to their stated maturity date. The Issuer may redeem or repurchase the Notes prior to their stated maturity date only if such redemption or repurchase is in accordance with the applicable banking regulations and it has been granted the approval of or permission from the competent authority and/or the Resolution Authority (as applicable) and any other requirements of the applicable banking regulations and/or the competent authority and/or the Resolution Authority applicable to such redemptions or repurchases at the time have been complied with by the Issuer. The rules under CRD may be modified from time to time after the Issue Date of the Notes.

2.2 Risks relating to the specific Terms and Conditions of the Notes

Risk of Early Redemption

The applicable Final Terms will indicate if the Issuer has the right to call the Notes prior to maturity (optional call right). If the applicable Final Terms indicate that payments on Notes are linked to a benchmark, the Issuer may also have the right to redeem the Notes in case of a discontinuation of such benchmark. In addition, the Issuer will always have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the Issuer redeems the Notes prior to maturity, the Holders of such Notes are exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any call right irrespective of market interest rates on a call date. With respect to Eligible Notes and Subordinated Notes, please also note the risk factor regarding specific regulatory requirements, such as the prior permission of the competent authority or Resolution Authority, as applicable, set out above.

Certain benchmark rates may be discontinued or reformed in the future.

The EURIBOR and other interest rate or other types of rates and indices which are deemed to be benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. The Benchmarks Regulation could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the Benchmarks Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks," trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial Notes and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new €STR as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. On 18 March 2021 the ECB announced its intention to start publishing compounded average €STR rates on 15 April 2021. Although EURIBOR has been reformed in order to comply with the terms of the Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Terms and Conditions or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to EURIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

The Terms and Conditions provide for certain fallback arrangements in the event that a published benchmark, such as EURIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, unlawful or unrepresentative, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative reference rate may be adjusted (if required) in accordance with the recommendation of a relevant governmental body or in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, although the application of such adjustments to the Notes may not achieve this objective. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used.

This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Screen Page. In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser (as defined in the Conditions), the relevant fallback provisions may not operate as intended at the relevant time.

Finally, under the terms of the Benchmarks Regulation, the European Commission was also granted powers to designate a replacement for certain critical benchmarks contained in contracts governed by the laws of an EU Member State (such as the Notes), where that contract does not already contain a suitable fallback. There can be no assurance, that the fallback provisions of the Notes would be considered suitable. Accordingly, there is a risk that any Notes linked to or referencing a Benchmark would be transitioned to a replacement Benchmark selected by the European Commission. There is no certainty at this stage what any such replacement Benchmark would be.

Any such consequences could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms or possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

The market continues to develop in relation to SOFR as a reference rate for Floating Rate Notes.

Investors should be aware that the market continues to develop in relation to SOFR as a reference rate in the capital markets and its adoption as an alternative to U.S. Dollar LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SOFR, including term SOFR reference rates (which seek to measure the market's forward expectation of an average SOFR rate over a designated term). The continued development of SOFR rates as an interest reference rate for the Eurobond markets, as well as continued development of SOFR based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

The use of SOFR as a reference rate for the Notes continues to develop both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing SOFR. In particular, investors should be aware that several different SOFR methodologies have been used in SOFR linked notes issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Terms and Conditions of the Notes, will gain widespread market acceptance.

The market or a significant part thereof may adopt an application of SOFR that differs significantly from that set out in the Terms and Conditions as applicable to the Notes. Furthermore, the Issuer may in future issue Notes referencing SOFR that differ materially in terms of interest determination when compared with the Notes. In addition, the manner of adoption or application of SOFR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SOFR in other markets, such as the derivatives or SOFR and loan markets. Holders should carefully consider how any mismatch between the adoption of SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SOFR.

SOFR differs from LIBOR in a number of material respects and has a limited history.

SOFR differs from LIBOR in a number of material respects, including that SOFR is a backwards-looking, compounded, risk-free overnight rates, whereas LIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that LIBOR and SOFR may behave materially differently as interest reference rates for the Notes. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to LIBOR which is an unsecured rate. For example, since publication of SOFR began on April 3, 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Publication of SOFR in their current form began in April 2018 and it therefore has a limited history. The future performance of SOFR may therefore be difficult to predict based on the limited historical performance. The level of SOFR during the term of the Notes may bear little or no relation to the historical level of SOFR. Prior observed patterns, if any, in the behaviour of market variables and their relation to SOFR such as correlations, may change in the future.

Furthermore, the rate of interest is only capable of being determined at the end of the relevant applicable period and immediately prior to the relevant Interest Payment Date. It may be difficult for Holders to estimate reliably the amount of interest which will be payable on the Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of the Notes. Further, in contrast to LIBOR-based notes, if the Notes become due and payable as a result of an Event of Default under § 10 (*Events of Default*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Interest Rate payable in respect of the Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable.

The administrator of SOFR may make changes that could change the value of SOFR or discontinue SOFR.

The New York Federal Reserve (or a successor), as administrator of SOFR, may make methodological or other changes that could change the value of SOFR, including changes related to the method by which SOFR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of Holders when calculating, adjusting, converting, revising or discontinuing SOFR.

Risks related to Notes linked to BUBOR.

BUBOR is administered by the National Bank of Hungary which is currently not subject to the Benchmarks Regulation. However, the administrator of BUBOR may change in the future and may become subject to the Benchmarks Regulation. Further, the administrator of BUBOR may make methodological or other changes that could change the value of BUBOR, including changes related to the method of calculation or means and timing of publication of BUBOR. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of BUBOR. The administrator has no obligation to consider the interests of Holders when calculating, adjusting, converting, revising or discontinuing BUBOR.

The Terms and Conditions provide for certain fallback provisions in the event that BUBOR, becomes unavailable. The ultimate fallback of interest for a particular interest period will result in the rate of interest for the last preceding interest period being used (so-called "Original Benchmark Rate"). If BUBOR remains unavailable, this fallback provision will be reapplied and result in the effective application of a fixed rate for Notes linked to BUBOR based on the rate which was last observed on the Screen Page.

Any such consequences could have a material adverse effect on the value of and return on any Notes linked to BUBOR.

Fixed to Floating Rate Notes.

Fixed to Floating Rate Notes or Fixed to Fixed to Floating Rate Notes bear interest at a rate that converts from one or more fixed rate(s) to a floating rate. Such conversion may affect the secondary market and the market value of the Notes. The spread on the Fixed to Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the new floating rate at any time may be lower than the interest rates payable on other Notes.

Holders of the Notes are exposed to the risk that the Issuer may issue further debt instruments or incur further liabilities.

There may be no restrictions (contractual or otherwise) on the amount of debt or other liabilities that the Issuer may (or may have to) issue, borrow and/or incur, ranking *pari passu* with the Ordinary Senior Notes or ranking *pari passu* with or senior to the Eligible Notes or ranking *pari passu* with or senior to the Subordinated Notes.

Any issue of such instruments and/or any incurring such liabilities may reduce the amount recoverable by Holders of the Notes upon the Issuer's normal insolvency proceedings.

Risks related to the German Act on Debt Securities of 2009.

Since the Terms and Conditions of Notes issued under the Programme provide for meetings of Holders of a series of Notes or the taking of votes without a meeting, the Terms and Conditions of such Notes may be amended (as proposed or agreed by the Issuer) by majority resolution of the Holders of such Notes and any such majority resolution will be binding on all Holders. Any Holder is therefore subject to the risk that its rights against the Issuer under the Terms and Conditions of the relevant series of Notes are amended, reduced or even cancelled by a majority resolution of the Holders. Any such

majority resolution will even be binding on Holders who have declared their claims arising from the Notes due and payable based on the occurrence of an event of default but who have not received payment from the Issuer prior to the amendment taking effect. According to the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz* – "**SchVG**"), the relevant majority for Holders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the relevant Notes outstanding. Therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the relevant Notes outstanding.

Under the SchVG, an initial common representative (*gemeinsamer Vertreter*) of the Holders (the "**Holders**' **Representative**") may be appointed in the Terms and Conditions.

However, no initial Holders' Representative might be appointed in the Terms and Conditions at the issue date. Any appointment of a Holders' Representative at a later stage will, therefore, require a majority resolution of the Holders of the Notes. If the appointment of a Holders' Representative is delayed, this may make it more difficult for Holders to take collective action to enforce their rights under the Notes.

If a Holders' Representative is appointed by majority decision of the Holders it is possible that Holders may be deprived of their individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, if such right was passed to the Holders' Representative by majority vote who is then exclusively responsible to claim and enforce the rights of all the Holders.

The applicable Final Terms will indicate if, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Paying Agent has received such default notices from Holders representing at least 25 per cent of the principal amount of the Notes then outstanding. Under the SchVG, even if a default notice is given by a sufficient number of Holders, it could be rescinded by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices. Holders should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain events of default, unless the required quorum of Holders with respect to the Notes delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

2.3 Risks relating to the nature of the Notes

Liquidity risk.

Application for the Programme has been made in order for any Notes to be issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange, to be traded on the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange and application may be made to admit the Notes on any other stock exchange. Notes may however not be listed at all. Regardless of whether the Notes are listed or not, there can be no assurance that any liquid secondary market for the Notes will develop. Further, the Notes could trade at prices that may be higher or lower than the initial offering price depending on several factors, including prevailing interest rates, the Issuer's operating results, the market for similar securities and other factors, including general economic conditions, performance and prospects, as well as recommendations of securities analysts. The liquidity of, and the trading market for, the Notes may also be adversely affected by declines in the market for debt securities generally. Such a decline may affect any liquidity and trading of the Notes independent of the Issuer's financial performance and prospects.

The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If the Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell its Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons. Further, the listing of any Notes on the official list of the Luxembourg Stock Exchange, or the Regulated Market "Bourse de Luxembourg" of the Luxembourg Stock Exchange or any other stock exchange may, dependent on the circumstances of an individual case be suspended or discontinued.

Investors should note that difficult global credit market conditions may adversely affect the liquidity not only in the primary market but also in the secondary market for debt securities issued by the Issuer and may affect the liquidity of any primary or secondary market in which Notes to be issued by the Issuer may be traded. The Issuer cannot predict when these circumstances will change.

Market price risk.

The development of market prices of the Notes depends on various factors, such as changes of levels of the current market interest rate on the capital market for issues of the same maturity ("**Market Interest Rate**"), development of an underlying, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The Holders are therefore exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. If the Holder decides to hold the Notes until final maturity the Notes shall be redeemed at the amount set out in the relevant Final Terms.

Holders of Fixed Rate Notes are particularly exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate levels. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market typically changes on a daily basis. As the Market Interest Rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the Market Interest Rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the Market Interest Rate of comparable issues. If the Market Interest Rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the Market Interest Rate of comparable issues. If Holders of Fixed Rate Notes hold such Notes until maturity, changes in the Market Interest Rate are without relevance to such Holders as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

Holders of Floating Rate Notes are particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

Currency risk.

A Holder of Notes denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macroeconomic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the local currency of a Holder, for example, will result in a corresponding change in the local currency value of Notes denominated in a currency other than the local currency and a corresponding change in the local currency value of interest and principal payments made in a currency other than in the local currency in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the local currency correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in the local currency falls.

The payments in case of sale/purchase of the Notes may be subject to Hungarian rules on payments in foreign currencies where, as a result, payments may need to be effected in Hungarian Forint thus exposing the investors to exchange rate and inflation risk

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

2.4 Notes issued with a specific use of proceeds, such as ESG Bonds

The Final Terms relating to a specific Tranche of Notes may provide that it is the Issuer's intention to allocate an amount equivalent to the net proceeds of those Notes for new or existing eligible loans providing distinct environmental benefits ("**Eligible Loans**"). The Issuer has established a framework for such issuances which further specifies the eligibility criteria for such Eligible Loans (the "**Sustainability Bond Framework**") based on the recommendations included in the voluntary process guidelines for issuing green bonds (the "**ESG Bonds**") published by the International Capital Market Association ("**ICMA**") (the "**ICMA Green Bond Principles 2021**"). The Sustainability Bond Framework and the second party opinion can be accessed on the website of the Issuer. For the avoidance of doubt, neither the Sustainability Bond Framework, nor any second party opinion nor the content of the website are incorporated by reference into or form part of the Prospectus.

A prospective investor should have regard to the information set out in the section "Use of Proceeds" below and determine for itself the relevance of such information together with any other investigation it deems necessary for the purpose of assessing the suitability of an investment in such Notes in light of its investment criteria, guideline requirements or expectations.

Compliance with voluntary or regulatory initiatives

No assurance can be given that Eligible Loans will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels, including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "**EU Taxonomy**"). On 9 March 2020, the Technical Expert Group on Sustainable Finance published its final report on the EU taxonomy containing recommendations relating to the overarching design of the EU taxonomy, as well as extensive implementation guidance on how companies and financial institutions can use and disclose against the taxonomy, including in relation to a future European standard for green bonds proposed by the Technical Expert Group on Sustainable Finance in 2019 (the "**EU Green Bond Standard**"). On 6 July 2021 the European Commission has proposed a regulation on a voluntary European Green Bond Standard. The standard will use the definitions of green economic activities in the EU Taxonomy to define what is considered a green investment. The ESG Bonds issued under this Programme may not at any time be eligible for the Issuer to be entitled to use the designation of "European green bond" or "EuGB" nor is the Issuer under any obligation to take steps to have any ESG Bonds become eligible for such designation.

No assurance is given by the Issuer, the Arranger or the Dealers that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses.

Failure to comply with the intended use of proceeds

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Notes issued as ESG Bonds for Eligible Loans (as specified in the relevant Final Terms), there will be no contractual obligation to do so. There can be no assurance that any such Eligible Loans will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer will be able to use the proceeds for such Eligible Loans as intended. In addition, there can be no assurance that Eligible Loans will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated. A failure by the Issuer to allocate the proceeds of any Notes issued as ESG Bonds or to report on the use of proceeds or Eligible Loans as anticipated or a failure of a third party to issue (or to withdraw) an opinion or certification in connection with an issue of ESG Bonds or the failure of the Notes issued as ESG Bonds to meet investors' expectations requirements regarding any "green", "sustainable", "social" or similar labels will not constitute an event of default or breach of contract with respect to any of the Notes issued as ESG Bonds, nor will it give rise to any redemption option of Holders of such ESG Bonds or oblige the Issuer to redeem such ESG Bonds or constitute an incentive to redeem the Notes or, where relevant, compromise the ability of such ESG Bonds to qualify as MREL eligible liabilities.

Application of proceeds of such ESG Bonds for a portfolio of Eligible Loans will not result in any security, pledge, lien or other form of encumbrance of such assets for the benefit of the holders of any such ESG Bond, nor will the performance of such projects or assets give rise to any specific claims under the ESG Bonds or attribution of losses in respect of the ESG Bonds.

A failure of the Notes issued as ESG Bonds to meet investor expectations or requirements as to their "green", "sustainable", "social" or equivalent characteristics including the failure to apply proceeds for Eligible Loans, the failure to provide, or the withdrawal of, a third party opinion or certification, the Notes ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid or the failure by the Issuer to report on the use of proceeds or Eligible Loans as anticipated, may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate).

Each prospective investor should have regard to the relevant information contained in this Prospectus and the relevant Final Terms and seek advice from their independent financial adviser or other professional adviser regarding its purchase of ESG Bonds issued under the Programme before deciding to invest.

Second Party Opinion

No representation or assurance is given as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as ESG Bonds. For the avoidance of doubt, any such opinion or certification is not incorporated in this Prospectus. Any such opinion or certification is not a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. As at the date of this Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein.

Listing of Notes on dedicated stock exchange segments

In the event that any such Notes are listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Arranger, the Dealers or any other person that such listing or admission satisfies any present or future investment criteria or guidelines with which such investor is required, or intends, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

Eligible Notes and Subordinated Notes may be labelled as ESG Bonds and are subject to the regulatory treatment of Eligible Notes or Subordinated Notes

Eligible Notes and Subordinated Notes may be issued as ESG Bonds meaning they are issued on the terms and conditions applicable to Eligible Notes or Subordinated Notes, as applicable, as set out in this Prospectus and completed by the relevant Final Terms.

ESG Bonds are intended to qualify as eligible liabilities (in the case of Eligible Notes) or Tier 2 capital (in the case of Subordinated Notes) for the purposes of, and in accordance with the eligibility criteria and requirements of, the CRR. Therefore, the Issuer's obligations under any ESG Bonds will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments and will be subject to the bail-in tool and to write-down and conversion powers and, in general, to the powers that may be exercised by the competent resolution authority, to the same extent and with the same ranking as any other equivalent Notes which are not ESG Bonds (see "*Holders of the Subordinated Notes are exposed to the risk of statutory loss absorption*" and "*In case of an insolvency of the Issuer, certain deposits, certain other claims and senior unsecured claims have a higher ranking than claims resulting from the Subordinated Notes.*"). As such, the Issuer's obligations

under any ESG Bonds will be fully available to cover any and all losses arising on the balance sheet of the Issuer regardless of their “green”, “sustainability”, “social” or other similar label and of whether the losses stem from Eligible Loans, “green”, “sustainability”, “social” assets or other assets of the Issuer without any such label.

ESG Bonds are not linked to the performance of the Eligible Loans, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes

The performance of the ESG Bonds is not linked to the performance of the relevant Eligible Loans or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the ESG Bonds and the Eligible Loans. Consequently, neither payments of principal and/or interest on the ESG Bonds nor any rights of Holders shall depend on the performance of the relevant Eligible Loans or the performance of the Issuer in respect of any such environmental or similar targets. Holders of any ESG Bonds shall have no preferential rights or priority against the assets of any Eligible Loans nor benefit from any arrangements to enhance the performance of the Notes.

ISSUE PROCEDURES

1. General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). The Conditions of the relevant Notes will result from the choice of a set of Terms and Conditions (the "**Terms and Conditions**") (each such set of Terms and Conditions an "**Option**") as set forth below and from the provisions of the Final Terms, as set out and described in more detail below.

2. Options for sets of Terms and Conditions

This Prospectus provides for various sets of Terms and Conditions. The Final Terms enable the Issuer to choose among the following Options:

Option I – Terms and Conditions for Ordinary Senior Notes.

Option II – Terms and Conditions for Eligible Notes.

Option III – Terms and Conditions for Subordinated Notes.

3. Documentation of the Conditions

The Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

The Final Terms shall determine by the choice of the set of Terms and Conditions (Option I or Option II or Option III) and the complete replication of all applicable selections and the completion of the relevant placeholders contained in the relevant set of Terms and Conditions, which Option and which selections shall be applicable to the individual issue of Notes. The replicated and completed provisions of the respective Option plus Part II of the Final Terms shall constitute the Conditions of the Notes, which will be attached to each Global Note representing the Notes.

Alternatively, the Final Terms shall determine which set of Terms and Conditions (Option I or Option II or Option III) shall be applicable and which selections within the chosen Option are applicable to the individual issue by only referring to the specific sections of the relevant Option. The Final Terms will then specify that the provisions of Part I of the Form of Final Terms and the relevant Option, taken together with Part II of the Form of the Final Terms, shall constitute the Conditions. Each Global Note representing the tranche of the respective Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in this Prospectus attached.

4. Choice of Options

The Final Terms shall determine in the first step which of Option I or Option II or Option III shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II or Option III contains also certain further sub-options (characterised by indicating the optional provision through instructions and explanatory notes set out in the square brackets within the text of the relevant Option) as well as placeholders (characterised by square brackets which include the relevant items) which, based on the features determined for the concrete issue, will be determined by the Final Terms as follows:

4.1 Determination of selections

The Issuer will determine which selections will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the sections of the relevant Option. If the Final Terms do not replicate or refer to an alternative or optional provision the relevant provisions shall be deemed to be deleted from the Conditions.

4.2 Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant Option will be completed. In case of replication of the applicable provisions the placeholders will be completed at the relevant place in the respective Option. In case the provisions of the Final Terms and the relevant Option, taken together, shall constitute the Conditions the relevant Option shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

In that case, all instructions and explanatory notes and text set out in square brackets and not chosen in the relevant Option and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

4.3 Deletion of Options and Placeholders in the Final Terms

When preparing the Final Terms, the Issuer may, in the case that the Final Terms together with the relevant Option represent the Conditions, delete not chosen or filled in placeholders or, as the case may be, provisions that are not applicable for reasons of readability.

5. Legend concerning United States persons

In the case of any Tranche of Notes having a maturity of more than 365 days, the Notes in global form appertaining thereto will bear a legend to the following effect:

"*Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code*."

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, either by complete replication of all applicable selections and the completion of the relevant placeholders contained in the Terms and Conditions or as completed by the relevant Final Terms, will be attached to each Global Note issued under the Programme. In the case of any Tranche of Notes which are being admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Notes may complete any information in this Prospectus.

The Terms and Conditions of the Notes (the "**Terms and Conditions**") are set forth below for two options:

> **Option I** comprises the set of Terms and Conditions that apply to Tranches of Notes which are Ordinary Senior Notes.
>
> **Option II** comprises the set of Terms and Conditions that apply to Tranches of Eligible Notes.
>
> **Option III** comprises the set of Terms and Conditions that apply to Tranches of Subordinated Notes.

The set of Terms and Conditions for each of these Options contains certain further suboptions, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the Option.

In the Final Terms the Issuer will determine, which of Option I or Option II or Option III including certain further sub-options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of this Prospectus the Issuer had no knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

[In case the options applicable to an individual issue are to be determined by referring in the Final Terms to the relevant options contained in the set of Terms and Conditions for Option I or Option II or Option III, insert:

The provisions of these Terms and Conditions apply to the Notes as completed by the terms of the final terms which are attached hereto (the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the registered office of the Issuer provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

1. Terms and Conditions for Ordinary Senior Notes

Option I -
Terms and Conditions for Ordinary Senior Notes

§ 1
Definitions

"**Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert*:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is] [are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert*:** [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres][Budapest, Hungary]].

"**Clearing System**" means each of Clearstream Banking S.A., Luxembourg, ("**CBL**") and Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") (CBL and Euroclear are each an "**ICSD**" (International Central Securities Depositary) and together the "**ICSDs**").

"Conditions" means these terms and conditions of the Notes.

"**Holder**" means any holder of a co-ownership interest or other beneficial interest or right in the Notes.

[***In case of Floating Rate Notes, insert:***

"**Interest Determination Date**" means the [[[second] [***insert other applicable number of days***]] Business Day prior to the [commencement] [end][1] of the relevant Interest Period.] [first day of the relevant Interest Period.] [[●] Business Day[s] prior to [the expiry] [the [Floating] Coupon Date] of the relevant Interest Period.]

"**Reference Interest Rate**" means the offered quotation for the [***number***]-month [BUBOR] [EURIBOR] [SOFR] which appears on the Screen Page as of [11.00 a.m.] [***insert other relevant time***] ([***insert relevant time zone***]) on the [Interest Determination Date] [***determine other day***].

"**Screen Page**" means [***if the Specified Currency is EUR, insert***: [REUTERS Screen Page [EURIBOR01] [***insert Screen Page and additional information if necessary***] or each successor page].]] [***if the Specified Currency is HUF, insert***: REFINITIV Screen Page BUBOR or BLOOMBERG Screen Page BUBOR or each successor page].

[***For BUBOR, insert:***

If the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Budapest time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (being rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Budapest time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in Hungary.

[1] In case of SOFR interest determination in arrear, the Interest Determination Date shall not be less than five U.S. Government Securities Business Days prior to the Coupon Date.

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions, the Reference Interest Rate for the relevant Interest Period shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

Where:

"**Original Benchmark Rate**" means in respect of any calendar day, the [***insert applicable number of months***]-month Budapest Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of [11:00 a.m.] (Budapest time) on such calendar day and which is calculated by its benchmark administrator using the methodology current on the Interest Commencement Date.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in Hungary.]

[***For EURIBOR, insert:***

If – other than in case of a Discontinuation Event (as defined below) – the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations[, however at least 0.00 per cent *per annum*], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the Euro-Zone[, however at least 0.00 per cent *per annum*].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate for the relevant Interest Period at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under these Conditions.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in the Euro-Zone.

Reference Interest Rate replacement in case of a Discontinuation Event. If (i) a public statement or information has been published by the competent administrator of the Reference Interest Rate to the effect that the Reference Interest Rate has ceased to be representative or is no longer an industry-accepted rate for debt market instruments such as the Notes, or comparable instruments, (ii) a public statement or information has been published to the effect that the administrator of the Reference Interest Rate commences the orderly wind-down of the Reference Interest Rate or ceases the calculation and publication of the Reference Interest Rate permanently or indefinitely, provided that, at the time of the publication of such statement or information, there is no successor administrator that will continue to provide the Reference Interest Rate (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceedings (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, (iv) the competent authority for the administrator of the Reference Interest Rate withdraws or suspends the authorisation pursuant to Article 35 of Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**") or the recognition pursuant to Article 32(8) of the Benchmarks Regulation or requires the cessation of the endorsement pursuant to Article 33(6) of the Benchmarks Regulation, provided that, at the time of the withdrawal or suspension or the cessation of endorsement, there is no successor administrator that continues to provide the Reference Interest Rate and its administrator commences the orderly wind-down of the Reference Interest Rate or ceases to provide the Reference Interest Rate or certain maturities or certain currencies for which the Reference Interest Rate is

calculated permanently or indefinitely; or (v) the Reference Interest Rate is otherwise discontinued or it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate for any other reason (each of the events in (i) through (v) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on each relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the Successor Reference Interest Rate (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.][; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount][Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

[***For Compounded Daily SOFR, insert:***

"**SOFR**" means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's website, in each case on or about 5.00 p.m. (New York City Time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day.

If SOFR is not available or if no such quotation appears at such time and, (1) unless the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, this SOFR in respect of the last U.S. Government Securities Business Day applies for which SOFR was published on the Screen Page; or (2) if the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have occurred, the rate (inclusive of any spreads or adjustments) that was notified to the Calculation Agent by the Issuer as being the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator), provided that, if no such rate has been notified to the Calculation Agent by the Issuer as having been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (i) references to SOFR were references to OBFR, (ii) references to U.S. Government Securities Business Day were references to New York Business Day, (iii) references to SOFR Index Cessation Event were references to OBFR Index Cessation Event and (iv) references to SOFR Index Cessation Effective Date were references to OBFR Index Cessation Effective Date; and provided further that, if no such rate has been notified to the Calculation Agent by the Issuer as having been so recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date and an OBFR Index Cessation Effective Date has occurred, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (x) references to SOFR were references to FOMC Target Rate, (y) references to U.S. Government Securities Business Day were references to New York Business Day and (z) references to the Screen Page were references to the Federal Reserve's Website.

Where:

"**FOMC Target Rate**" means, the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee

and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

"**U.S. Government Securities Business Day**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**OBFR**", means, with respect to any Interest Determination Date, the daily Overnight Bank Funding Rate in respect of the New York Business Day immediately preceding such Interest Determination Date as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator) on the New York Fed's Website on or about 5:00 p.m. (New York time) on such Interest Determination Date.

"**OBFR Index Cessation Effective Date**" means, in respect of a OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used.

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the OBFR) announcing that it has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide OBFR; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of OBFR) has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide OBFR; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of OBFR that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

"**SOFR Index Cessation Effective Date**" means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

"**SOFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide a Secured Overnight Financing Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide the Secured Overnight Financing Rate; or

(c) a public statement by a U.S. regulator or U.S. other official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions.]

[***If Reference Swap Rate is applicable, insert:***

"**Reference Swap Rate**" is the ["[***insert number of years/months***] [year][months] [***insert relevant currency***]"] Swap Rate and means [[●] / ***insert definition /Screen Page***].

If the Reference Swap Rate is not displayed on the Screen Page on the Interest Adjustment Determination Date, the Reference Swap Rate is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"**Reset Reference Bank Rate**" means the percentage rate determined by the Calculation Agent on the basis of the [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] Quotations (as defined below) provided by [five] [***insert other number***] leading swap dealers in the interbank market (the "**Reset Reference Banks**") at the request of the Issuer to the Calculation Agent at approximately [***insert time***] ([***insert time zone***]), on the Interest Adjustment Determination Date. If at least [three] [***insert other number***] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] available on the Screen Page as determined by the Calculation Agent.

["[[***insert number of years/months] [year][month] Swap Rate***] [***insert other swap rate***] **Quotation**" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on [**insert day count fraction**]) of a [***insert reference swap rate***] which (i) has a term of [***insert number of [years][months]***] commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the [***insert reference interest rate***] (calculated on an [***insert day count fraction***] basis).]

[***insert other definitions for Quotation***]

[*Reference Swap Rate*][***insert other definition for quotation***] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate][***insert other definition for quotation***], or (ii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] ceases to calculate and publish the [Reference Swap Rate][***insert other definition for quotation***] permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate][***insert other definition for quotation***] is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the [Reference Swap Rate][***insert other definition for quotation***] shall be replaced, on [the] [each] relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I)-III):

I) The [Reference Swap Rate][***insert other definition for quotation***] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][***insert other definition for quotation***], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the **Successor Quotation Rate** was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such **Successor Quotation Rate** or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][***insert other definition for quotation***], provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][***insert other definition for quotation***], then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor

Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][***insert other definition for quotation***] with a Successor Quotation Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Quotation Rate, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][***insert other definition for quotation***] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the **Successor Quotation Rate** (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at least 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Quotation Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the [Reference Swap Rate][***insert other definition for quotation***] shall be such [Reference Swap Rate][***insert other definition for quotation***] which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) to redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount] [Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

§ 2
Currency, Denomination, Issue Date, Form, Custody

(1) *Currency – Denomination – Issue Date.* This Series of Notes (the "**Notes**") of Raiffeisen Bank Zrt. (the "**Issuer**") is being issued on [***insert Issue Date***] (the "**Issue Date**") in [***insert Specified Currency***] (the "**Specified Currency**") in the aggregate principal amount of [***aggregate principal amount***] (in words: [***aggregate principal amount in words***]) in the denomination of [***insert Specified Denomination***[2]] (the "**Specified Denomination**").

(2) Form.

(a) The Notes are being issued in bearer form.

[In the case of Notes which are represented by a Permanent Global Note, insert:

(b) *Permanent Global Note.* The Notes are represented by a permanent global note (the "**Permanent Global Note**" or the "**Global Note**") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.]

[In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert:

(b) *Temporary Global Note – Exchange – Permanent Global Note*.

(i) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**" and, each a "**Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date not earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

[2] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

(3) *Custody.* The Global Note will be kept in safe keeping by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.

[***In the case that the Global Note is an NGN, insert*:** The Notes are issued in New Global Note ("**NGN**") form and are kept in safe keeping by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of a partial early redemption of the Notes, the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by the Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]

[***In the case that the Global Note is a CGN, insert*:** The Notes are issued in Classical Global Note ("**CGN**") form and are kept in safe keeping by a common depositary on behalf of both ICSDs.]

§ 3
Status

The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings of the Issuer *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated instruments or obligations of the Issuer except for any instruments or obligations preferred or subordinated by law.

§ 4
Interest

[*In case of Fixed Rate Notes insert:*

(1) *Rate of Interest, Interest Period[s]*.

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert***: [last] Coupon Date] [***in case of an adjustment of Interest Period insert***: Maturity Date (as defined in§ 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [first] Coupon Date] [***in case of an adjustment of Interest Period insert*:** [first] Interest Payment Date][Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert*:** Coupon Date] [***in case of an adjustment of Interest Period insert*:** Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert*:** the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert*:** next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is [***insert Rate of Interest***] per cent *per annum* (the "**Rate of Interest**").

(2) *Coupon Date[s], Interest Payment Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert***

Coupon Date(s)] in each year (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].] "**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Periods, insert*:** [The [first] [last] Interest Period is [shortened] [extended].]The [first Coupon Date is: [●]] [last Coupon Date is: [●]].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[***In case of Fixed-to-Fixed Rate Notes, insert*:**

(1) *Rate of Interest, Interest Periods*. The Notes shall bear interest based on their principal amount from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") for

(a) the first [***insert number if necessary***] Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: [first] [***insert another number***] Coupon Date] [, i.e. [***insert date***],] [***in case of an adjustment of Interest Period insert***: [first] [***insert another number***] Interest Payment Date] [on] [in] [***insert [date] [month][year]***] with an interest rate of [***insert Rate of Interest***] per cent *per annum* (the "**Initial Interest Rate**");

[[(b)] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month] [year]***] (the "**[●] Interest Adjustment Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert***: [●] Coupon Date] [***in case of an adjustment of Interest Period insert***: [●] Interest Payment Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate**");]

[(b)] [thereafter,] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month][year]***] (the "[●] **Interest Adjustment Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert***: last Coupon Date] ***[in case of an adjustment of Interest Period insert***: Maturity Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate"**).

[***In the case of short/long last Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined for the [first] [●] Interest Period as [●], [for the [●] Interest Period as [●]] [***insert further***].]

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: first Coupon Date] [***in case of an adjustment of Interest Period insert***: first Interest Payment Date] and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert***: Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert***: the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert***: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates*. Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [[,][and] pursuant to [([●])] [annually] [semi-annually] [quarterly]] in arrear on each Interest Payment Date.

Coupon Dates are for the Interest Periods pursuant to (a) [***insert Coupon Date[s]***] in each year [for the Interest Periods pursuant to (b) [***insert Coupon Date[s]***] in each year] [and for the Interest Periods pursuant to [([●])] [***insert Coupon Date[s]***] in each year] (each such date a "**Coupon Date**").

The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***]. "**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert***: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [***insert first Coupon Date***] ("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] ("**Last Coupon Date**")]].]

"**Interest Adjustment Determination Date**" means the [second][***insert number of days***] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert***: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert***: [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]].

[***In case a minimum rate of interest applies insert***:

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert***:

(4) *Maximum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] *Calculation of Interest for Partial Periods*. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(6)] *Notification of Rate of Interest*. The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other time***], and (ii) to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[In case of Floating Rate Notes, insert:

(1) *Interest Period[s], Coupon Date[s], Interest Payment Date[s].*

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [last] Coupon Date] [***in case of an adjustment of Interest Period insert*:** Maturity Date (as defined in § 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [first] Coupon Date] [***in case of an adjustment of Interest Period insert*:** [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert*:** Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert*:** the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert*:** the next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) *Coupon Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert Coupon Date(s)***] [in each year] (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].] "**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert*:** [The [first] [last] Interest Period is [shortened] [extended]]; [first Coupon Date is: [***insert first Coupon Date***] [("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] [("**Last Coupon Date**")]].]

(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for [the][each] Interest Period will be, except as provided below,

[*For EURIBOR, insert:*

the Reference Interest Rate[, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] **[*in case of a Margin insert*:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[*For BUBOR, insert:*

the Reference Interest Rate [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] **[*in case of a Margin insert*:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[*For Compounded Daily SOFR, insert*:

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert*:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "i" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$r_{(i\text{-}pBD)}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day

(being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][***otherwise:*** the relevant U.S. Government Securities Business Day "**i**".]]

[***Continuation of general terms and conditions for Floating Rate Notes:***

[In the case of short/long first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "I**nterpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of short/long last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" means [●] per cent *per annum*.]

[***In case a minimum rate of interest applies insert:***

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (Floor).]

[***In case a maximum rate of interest applies insert:***

[(4)] *Maximum Rate of Interest*. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (Cap).]

[(5)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(6)] *Notification of Rate of Interest and Interest Amount.*

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]]

[***In case of Notes with Fixed to [Fixed to] Floating interest rates, insert:***

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day*. The Notes shall bear interest based on their principal amount during the Fixed Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Coupon Date] [, i.e. [***insert date***]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Interest Payment Date] (the "**Fixed Interest Rate Period**").

[The] "**Fixed Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert:*** [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [Fixed Interest Payment Date] [[or] [Interest Exchange Day]]] [and thereafter from (and including) each [***in case of no adjustment of Fixed Interest Period insert:*** Fixed Coupon Date] [***in case of an adjustment of Fixed Interest Period insert:*** Fixed Interest Payment Date] to (but each excluding) [***in case of no adjustment of Fixed Interest Period insert:*** the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [***in case of an adjustment of Fixed Interest Period insert:*** next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be]].

"**Interest Exchange Day**" means [the [last] Fixed Coupon Date, i.e. [***insert date***]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [***insert [last] Fixed Coupon Date***]]].

The Fixed Interest Period[s] will be [un]adjusted.

[***In case of one interest rate for the entire Fixed Interest Rate Period, insert:*** The rate of interest for the Fixed Interest Rate Period is [***insert Rate of Interest***] per cent *per annum* (the "**Fixed Interest Rate**").]

[***In case of several interest rates during the Fixed Interest Rate Period, insert:*** The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date]] [***insert Rate of Interest***] per cent *per annum* [,][and] [for the [n-th] Fixed Interest Period

from the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] to the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] [***insert Rate of Interest***] per cent *per annum* (the relevant "**Fixed Interest Rate[s]**").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear on [each][the] Fixed Interest Payment Date. [Fixed Coupon Dates are [in each case] on [***insert Fixed Coupon Date(s)***] [in each year] (each such date a "**Fixed Coupon Date**").] [Fixed Coupon Date is on [***insert Fixed Coupon Date***] (the "**Fixed Coupon Date**").]

[The first Fixed Coupon Date shall be on [***insert first Fixed Coupon Date***]. The last Fixed Coupon Date shall be [***insert last Fixed Coupon Date***].]

"**Fixed Interest Payment Date**" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Fixed Interest Period, insert:*** [The [first] [last] Fixed Interest Period is [shortened] [extended];] [first Fixed Coupon Date is: [***insert first Fixed Coupon Date***]] [last Fixed Coupon Date is: [***insert last Fixed Coupon Date***]].]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(2) *Floating Interest.*

(a) *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s]*. The Notes shall bear interest in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [last] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Maturity Date (as defined in § 6(1))].

[The] "**Floating Interest Period**" [is] [means each period] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [first] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Floating Interest Period insert:*** Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Floating Interest Payment Date] to (but each excluding) [***in case of no adjustment of Floating Interest Period insert:*** the next following Floating Coupon Date or last Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s]*. Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [each][the] Floating Interest Payment Date. ["**Floating Coupon Dates**" are in each case on [***insert floating coupon dates***] [in each year] (each such date a "**Floating Coupon Date**").]

["**Floating Coupon Date**" is the [***insert floating coupon date***].]

[The first Floating Coupon Date shall be on [***insert first Floating Coupon Date***]. The last Floating Coupon Date shall be on [***insert last Floating Coupon Date***].]

(c) *Floating Interest Payment Date[s]*.

"**Floating Interest Payment Date**" means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the

appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Floating Interest Periods, insert:*** [The [first] [last] Floating Interest Period is [shortened] [extended];] [first Floating Coupon Date is: [***insert first Floating Coupon Date***] ("**First Coupon Date**")]] [last Floating Coupon Date is: [***insert last Floating Coupon Date***] ("**Last Coupon Date**")]].]

(d) *Floating Rate of Interest.* The floating rate of interest (the "**Floating Rate of Interest**") for [the][each] Floating Interest Period will, except as provided below, be

[***For EURIBOR, insert:***

the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[*For BUBOR, insert:*

the Reference Interest Rate,] [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For Compounded Daily SOFR, insert:***

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$\mathbf{r_{(i-pBD)}}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][otherwise: the relevant U.S. Government Securities Business Day "**i**".]]

[Continuation of general terms and conditions for floating rate interest of Notes with Fixed to [Fixed to] Floating interest rates:

[In the case of short/long first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of short/long last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [***insert further***].]

[***In case a minimum rate of interest applies insert*:** (3) *Minimum Rate of Interest*: If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert*:** [(4)]*Maximum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after [the] [each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(6)] Notification of Floating Rate of Interest and Interest Amount.

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]

[***Continuation of general terms and conditions for interest:***

[(7)] *Accrual of Interest and Default Interest.* If the Issuer fails to redeem the Notes when due, interest shall accrue on the Final Redemption Amount of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law.[3]

[(8)] *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[***If Actual/Actual (ICMA Rule 251) is applicable, insert:***

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual** (**ICMA Rule 251**)).]

[***If Actual/Actual (ISDA), insert:***

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365 (**Actual/Actual (ISDA**)).]

[***If Actual/365 (Fixed), insert:***

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[***If Actual/360, insert*:**

the actual number of days in the Calculation Period divided by 360 (**Actual/360)**.]

[***If 30/360 or Bond Basis, insert*:**

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th

[3] According to paragraphs 288(1) and 247 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**"), the default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank semi-annually.

or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).]

[***If 30E/360 or Eurobond Basis, insert*:**

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).]

[***If 360/360, insert:***

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months (**360/360**).]]

§ 5
Payments

(1) *Payment of Principal and Interest.* Payment of principal, interest and any Additional Amounts (as defined in § 8(1)), in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

[***In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert:*** Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(b).]

(2) *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 freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

(3) *Payments subject to fiscal laws.* All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of § 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of § 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

[***In the case of Notes not denominated in Euro, insert:***

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it 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 payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day*. If the date for payment of any amount in respect of any Note is not a Payment Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph (6). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

"**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert*:** as well as the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational] [and] [commercial banks and foreign exchange markets settle payments in [***insert all relevant financial centres***][Budapest, Hungary].]

(6) *Business Day Convention*. If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

[***if Following Business Day Convention, insert*:** postponed to the next day which is a Business Day.]

[***if Modified Following Business Day Convention, insert*:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

[***if Preceding Business Day Convention, insert*:** the immediately preceding Business Day.]

[***if FRN Convention, insert*:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [[***insert number***] months] [***insert other specified periods***] after the preceding applicable Interest Payment Date.]

§ 6
Redemption

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [***in case of a specified Maturity Date insert such Maturity Date] [in case of a Redemption Month insert*:** the Interest Payment Date falling in [***insert Redemption Month and Redemption Year***]] (the "**Maturity Date**").

(2) *Final Redemption Amount*.

[***If the Notes are redeemed on the Maturity Date at their principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be equal to its principal amount.]

[***If the Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be [***insert currency***] [***insert amount greater than or equal to the principal amount***] for each Note.]

(3) *Early Redemption for Reasons of Taxation*.

(a) The Notes may be declared repayable, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, pursuant to § 14 (*Notices / [No] Stock Exchange Listing*) to the Holders, at their Early Redemption Amount (as defined below) together with interest (if any) accrued to the date fixed for redemption (but excluding) if as a result of any change in, or amendment to, the laws or regulations of Hungary or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (including relevant court

decision), which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 8(1)) on the immediately succeeding Interest Payment Date (as defined in § 4), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer.

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. [***In case of Floating Rate Notes, insert*:** The date fixed for Early Redemption must be an Interest Payment Date.]

(c) Any such notice for Early Redemption shall be given to the Fiscal Agent and, pursuant to § 14 (*Notices / [No] Stock Exchange Listing*) to the Holders. It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption Amount.

[***If Notes are subject to Early Redemption at the Option of the Issuer:***

[(4)] Early Redemption at the Option of the Issuer.

(a) The Issuer may redeem the Notes in whole or in part, upon giving not more than [60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days'] notice in accordance with § 6 [(4)(f)], on the Call Redemption Date[s] at the [Call Redemption Amount[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date.

(b) [***If Notes are subject to Early Redemption at the Option of the Holder insert:*** The Issuer is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Holder's option to redeem such Note pursuant to § 6[(5)].]

(c) "**Call Redemption Date[s]**" [is] [are] [***insert Call Redemption Date[s]***]

(d) "**Call Redemption Amount[s]**" [is] [are] [***insert Call Redemption Amount[s]***] [for the following Call Redemption Date[s] [***insert Call Redemption Date[s]***]].

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Notes.

(e) [***In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert:*** The Notes have to be redeemed at [their principal amount] [an amount which is at least equal to [***insert minimum Call Redemption Amount***][***insert increased Call Redemption Amount***]] per Note.]

(f) Any notice of Early Redemption of the Notes shall be given by the Issuer to the Fiscal Agent and pursuant to § 14 (*Notices / [No] Stock Exchange Listing*) to the Holders and shall specify:

(i) the Series of Notes that is to be redeemed;

(ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case the aggregate principal amount of the Notes to be redeemed;

(iii) the Call Redemption Date[s]; and

(iv) the Call Redemption Amount at which the Notes are redeemed.]

[***If Notes are subject to Early Redemption at the Option of the Holder insert:***

[(5)] *Early Redemption at the Option of the Holder.*

(a) Each Holder has the right to claim an early redemption of the Notes in whole or in part on the Optional Early Redemption Date[s] at the Optional Early Redemption Amount[s], together with any interest accrued until the Optional Early Redemption Date (excluding).

(b) The Holder is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Issuer's option to redeem such Note pursuant to § 6[(4)].

After a legally effective exercise of the relevant option by the Holder pursuant to sub-paragraph (e), the Issuer has to redeem the Notes on the Optional Early Redemption Date[s] at the Optional Early Redemption Amount[s], together with any interest accrued until the Optional Early Redemption Date[s] (excluding).

(c) *Optional Early Redemption Date[s]*: "**Optional Early Redemption Date[s]**" [is][are] [***insert Optional Early Redemption Date[s]***]

(d) *Optional Early Redemption Amount*: ["**Optional Early Redemption Amount**" on [***insert Optional Early Redemption Date***] is [***insert Optional Early Redemption Amount***]]. ["**Optional Early Redemption Amounts**" are as follows: [on [***insert Optional early Redemption Dates***][***insert Optional Early Redemption Amounts***]]].

(e) To exercise this option, the Holder shall notify the Fiscal Agent about the exercise of the option by way of notification in text form ("**Exercise Notification**") not less than [***insert minimum notification period of at least 5 Business Days***] and not more than [***insert maximum notification period***] days after the day on which the redemption shall occur according to the Exercise Notification. If the Exercise Notification is received on the last day of the notice period before the Optional Early Redemption Date after 5:00 p.m. Sofia time, the exercise of the option is not effective. The Exercise Notification has to specify: (i) the aggregate principal amount of the Notes regarding which the option is exercised and (ii) the security identification numbers of such Notes (if assigned). The form in the English language available at the offices of the Fiscal Agent and the Paying Agent may be used for the purpose of the Exercise Notification. The exercise of the option is irrevocable. The Notes regarding which the option was exercised, will only be redeemed against delivery of the relevant Notes to the Issuer or its order.]

[If Notes are not subject to Early Redemption at the Option of the Holder insert:

[(6)] *No early Redemption at the Option of the Holder*. The Holders do not have a right to demand an early redemption of the Notes.]

[(7)] *Early Redemption Amount.*

For the purpose of [§ 1 (*Definitions*) and] this § 6 the Early Redemption Amount of a Note is equal to [the Final Redemption Amount pursuant to § 6(2)][***insert other amount/rate***].]

§ 7
Agents

(1) *Appointment; Specified Offices.* The initial agents (the "**Agents**") and their respective specified offices are:

"**Fiscal Agent"** and "**Paying Agent**":

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

[***other/further Fiscal/Paying Agent(s)/specified office(s)***]

["**Calculation Agent**":

[The Fiscal Agent shall also act as Calculation Agent.]

[***insert name and address of Calculation Agent***]]

[Other Agents: [***insert name and address of other Agents***]]

Any Agent named above reserves the right at any time to change its respective specified office to some other specified office in the same country.

(2) *Variation or Termination of Appointment*. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).

(3) *Agents of the Issuer*. The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8
Taxation

(1) *Taxation.* All amounts payable in respect of interest under the Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by Hungary or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

If such withholding or deduction is required by law, the Issuer will pay such additional amounts of interest (but not principal) as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which are held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of it having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

§ 9
Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") in relation to the Notes is reduced to ten years.

§ 10
Events of Default

(1) *Events of default.* Each Holder shall be entitled to declare by notice its Notes due and demand immediate redemption thereof at the Final Redemption Amount (pursuant to § 6), together with accrued interest (if any) to the date of repayment, in the event that:

(a) the Issuer fails to pay principal or interest and any Additional Amounts on the Notes within 15 days from the relevant due date, or

(b) the Issuer fails to duly perform any other material obligation arising under the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 45 days after the Issuer has received notice thereof from a Holder, or

(c) the Issuer ceases to effect payments in general or announces its inability to meet its financial obligations generally; or

(d) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally; or

(e) the Issuer goes into liquidation; provided that a (partial) spin-off, a spin-off for re-establishment, a reconstruction, merger, or other form of amalgamation with another company shall not be considered a liquidation to the extent that such other company assumes all obligations which the Issuer has undertaken in connection with the Notes.

(2) *Quorum, cure*. In the events specified in § 10 (1)(b) any notice declaring the Notes due shall, unless at the time such notice is received any of the events specified § 10(1)(a),(1)(c), (1)(d) or (1) (e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least 25 per cent of the aggregate principal amount of Notes then outstanding. The right to declare Notes due shall terminate if the situation giving rise to it has been remedied before the right is exercised.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with the above mentioned subparagraph (1) shall be made by means of a declaration in text form (*Textform*) in the English language to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a Holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 15(3)) or in other appropriate manner.

§ 11
Substitution

(1) The provisions in this § 11 do not apply in any case of succession by operation of law.

Substitution. The Issuer may, irrespective of § 10, without the consent of the Holders, if no payment of principal or of interest on any of the Notes is in default, at any time substitute for the Issuer any company as principal debtor in respect of all obligations arising from or in connection with this Series of Notes (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the relevant Notes;

(b) the Issuer and the Substitute Debtor have obtained all necessary authorisations and the Substitute Debtor may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

[(d) the rating of the long-term obligations of the Substitute Debtor is the same or better as the respective rating of the Issuer (confirmed by two rating agencies, for example S&P, Moody's or other similar agencies);]

[(d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the

terms of a guarantee of the Issuer in respect of senior Notes as a contract for the benefit of the Holders as third-party beneficiaries pursuant to § 328(1) BGB (German Civil Code)[4];]

(e) there shall have been delivered to the Fiscal Agent one opinion for each of the Issuer's and the Substitute Debtor's jurisdiction of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied, provided that an opinion with regard to subparagraph (c) shall not be delivered if the Substitute Debtor has contractually committed to pay any tax, duty, assessment or governmental charge imposed on a Holder in respect of the substitution.

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).

(3) *Change of References.* In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.

[***If § 11(1)(d) provides for the issuance of a guarantee:***

Furthermore, in the event of such substitution the following shall apply:

(a) In § 8 and § 6(3) an alternative reference to Hungary shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor; and

(b) in § 10(1)(c) to (e) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

(4) In the event of any such substitution, the Substitute Debtor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes with the same effect as if the Substitute Debtor had been named as the Issuer herein, and the Issuer (or any corporation which shall have previously assumed the obligations of the Issuer) shall be released from its liability as obligor under the Notes.

(5) After a substitution pursuant to this § 11, the Substitute Debtor may, without the consent of Holders, effect a further substitution. All the provisions specified in § 11 shall apply *mutatis mutandis*. [***If § 11(1)(d) provides for the issuance of a guarantee*:** In particular § 10(1)(d) shall remain applicable in relation to Raiffeisen Bank Zrt.] References in these Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.

§ 12
Amendment of these Conditions, Holders' Representative

(1) *Amendment of these Conditions.* In accordance with the German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of these Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent of the votes cast. Resolutions relating to amendments of these Conditions which are not material and which do not relate to the matters listed in § 5 paragraph (3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

[4] An English language translation of § 328 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*) reads as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance".

(3) *Vote without a Meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph (4) sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

(5) *Voting Rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holders' Representative*.

[***If no Holders' Representative is appointed in the Conditions:*** The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

[***If the Holders' Representative is appointed in the Conditions:*** The common representative (the "**Holders' Representative**") shall be [***insert name and address of the Holders' Representative***]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

[*If § 11(1)(d) provides for the issuance of a guarantee:* (7) *Amendment of Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to any guarantee provided in relation to the Notes pursuant to § 11(1)(d).**]**

§ 13
Further Issues, Repurchases and Cancellation

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same Conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Repurchases.* The Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes repurchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

§ 14
Notices / [No] Stock Exchange Listing

[***If Notes are not intended to be listed, the following applies, insert:***

(1) Notification to Clearing System. The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which said notice was given to the Clearing System.]

[***If Notes are intended to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, the following applies:***

(1) Publication. As long as the Notes are listed on the official list of the Luxembourg Stock Exchange, notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange. The Issuer will also

publish notices on its website www.raiffeisen.hu. Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.

(2) *Notification to Clearing System.* If the rules of the Luxembourg Stock Exchange so permit, the Issuer may make a publication referred to in § 14(1) by giving notice to the Clearing System for communication by the Clearing System to the Holders, *in lieu* of publication as set forth in § 14(1) above; any such notice shall be deemed to have been given to the Holders on the seventh after the day on which the said notice was given to the Clearing System.**]**

[(2)**][**(3)**]** *Form of Notice of Holders.* Notices to be given by any Holder shall be made in text form (*Textform*) in the English language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Notes at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § 15(3) (*Final Provisions*)) or in any other appropriate manner. So long as Notes are securitised in the form of a Global Note, such notice may be given by the Holder to the Fiscal Agent through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 15
Final Provisions

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law, except that the provisions in § 3 (*Status*) shall be governed by, and shall be construed exclusively in accordance with, Hungarian law.

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes. This is subject to any mandatory provisions of laws on jurisdiction over consumer contracts, including any right to recourse to alternative dispute resolution mechanism.

(3) *Enforcement.* Any Holder may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

(4) *Language.* These Conditions are written in the English language only.

(5) *Consumer protection.* No provision in these Conditions shall prejudice any mandatory provisions of Hungarian consumer protections laws and the rights Holders may have thereunder.

2. Terms and Conditions for Eligible Notes

Option II -
Terms and Conditions for Eligible Notes

§ 1
Definitions

"**Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert*:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is] [are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert*:** [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]].

"**Clearing System**" means each of Clearstream Banking S.A., Luxembourg, ("**CBL**") and Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") (CBL and Euroclear are each an "**ICSD**" (International Central Securities Depositary) and together the "**ICSDs**").

"**Conditions**" means these terms and conditions of the Notes.

"**Holder**" means any holder of a co-ownership interest or other beneficial interest or right in the Notes.

[***In case of Floating Rate Notes, insert:***

"**Interest Determination Date**" means the [[[second] [***insert other applicable number of days***]] Business Day prior to the [commencement] [end][5] of the relevant Interest Period.] [first day of the relevant Interest Period.] [[●] Business Day[s] prior to [the expiry] [the [Floating] Coupon Date] of the relevant Interest Period.]]

"**Reference Interest Rate**" means the offered quotation for the [***number***]-month [BUBOR] [EURIBOR] [SOFR] which appears on the Screen Page as of [11.00 a.m.] [***insert other relevant time***] ([***insert relevant time zone***]) on the [Interest Determination Date] [***determine other day***].]

"**Screen Page**" means [***if the Specified Currency is EUR, insert***: REUTERS Screen Page [EURIBOR01] [***insert Screen Page and additional information if necessary***] or each successor page] [●] [***if the Specified Currency is HUF, insert***: REFINITIV Screen Page BUBOR or BLOOMBERG Screen Page BUBOR or each successor page].]

[***For BUBOR, insert:***

If the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Budapest time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (being rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Budapest time) on the relevant

[5] In case of SOFR interest determination in arrear, the Interest Determination Date shall not be less than five U.S. Government Securities Business Days prior to the Coupon Date.

Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in Hungary.

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions, the Reference Interest Rate for the relevant Interest Period shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

Where:

"**Original Benchmark Rate**" means in respect of any calendar day, the [***insert applicable number of months***]-month Budapest Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of [11:00 a.m.] (Budapest time) on such calendar day and which is calculated by its benchmark administrator using the methodology current on the Interest Commencement Date.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in Hungary.]

[***For EURIBOR, insert:***

If – other than in case of a Discontinuation Event (as defined below) – the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations[, however at least 0.00 per cent *per annum*], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the Euro-Zone[, however at least 0.00 per cent *per annum*].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate for the relevant Interest Period at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under these Conditions.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in the Euro-Zone.

Reference Interest Rate replacement in case of a Discontinuation Event. If (i) a public statement or information has been published by the competent administrator of the Reference Interest Rate to the effect that the Reference Interest Rate has ceased to be representative or is no longer an industry-accepted rate for debt market instruments such as the Notes, or comparable instruments, (ii) a public statement or information has been published to the effect that the administrator of the Reference Interest Rate commences the orderly wind-down of the Reference Interest Rate or ceases the calculation and publication of the Reference Interest Rate permanently or indefinitely, provided that, at the time of the publication of such statement or information, there is no successor administrator that will continue to provide the Reference Interest Rate (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceedings (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, (iv) the competent authority for the administrator of the Reference Interest Rate withdraws or suspends the authorisation pursuant to Article 35 of Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**") or the recognition pursuant to Article 32(8) of the Benchmarks Regulation or requires the cessation of the endorsement pursuant to Article 33(6) of the Benchmarks Regulation, provided that, at the time of the withdrawal or suspension or the

cessation of endorsement, there is no successor administrator that continues to provide the Reference Interest Rate and its administrator commences the orderly wind-down of the Reference Interest Rate or ceases to provide the Reference Interest Rate or certain maturities or certain currencies for which the Reference Interest Rate is calculated permanently or indefinitely; or (v) the Reference Interest Rate is otherwise discontinued or it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate for any other reason (each of the events in (i) through (v) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on each relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the Successor Reference Interest Rate (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above). There will be no replacement of the Reference Interest Rate, nor any adjustment to the calculation of a Rate of Interest, nor will any other related adjustments and/or amendments to the Conditions be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to affect the MREL eligibility of the Notes.

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges*

Ermessen) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.][; or

b) (subject to the provisions of § 6 (9)) to redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount][Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

[***For Compounded Daily SOFR, insert:***

"**SOFR**" means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's website, in each case on or about 5.00 p.m. (New York City Time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day.

If SOFR is not available or if no such quotation appears at such time and, (1) unless the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, this SOFR in respect of the last U.S. Government Securities Business Day applies for which SOFR was published on the Screen Page; or (2) if the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have occurred, the rate (inclusive of any spreads or adjustments) that was notified to the Calculation Agent by the Issuer as being the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator), provided that, if no such rate has been notified to the Calculation Agent by the Issuer as having been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (i) references to SOFR were references to OBFR, (ii) references to U.S. Government Securities Business Day were references to New York Business Day, (iii) references to SOFR Index Cessation Event were references to OBFR Index Cessation Event and (iv) references to SOFR Index Cessation Effective Date were references to OBFR Index Cessation Effective Date; and provided further that, if no such rate has been notified to the Calculation Agent by the Issuer as having been so recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date and an OBFR Index Cessation Effective Date has occurred, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (x) references to SOFR were references to FOMC Target Rate, (y) references to U.S. Government Securities

Business Day were references to New York Business Day and (z) references to the Screen Page were references to the Federal Reserve's Website.

Where:

"**FOMC Target Rate**" means, the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

"**U.S. Government Securities Business Day**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**OBFR**", means, with respect to any Interest Determination Date, the daily Overnight Bank Funding Rate in respect of the New York Business Day immediately preceding such Interest Determination Date as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator) on the New York Fed's Website on or about 5:00 p.m. (New York time) on such Interest Determination Date.

"**OBFR Index Cessation Effective Date**" means, in respect of a OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used.

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the OBFR) announcing that it has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide OBFR; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of OBFR) has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide OBFR; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of OBFR that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

"**SOFR Index Cessation Effective Date**" means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

"**SOFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide a Secured Overnight Financing Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide the Secured Overnight Financing Rate; or

(c) a public statement by a U.S. regulator or U.S. other official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions.]

[***If Reference Swap Rate is applicable, insert:***

"**Reference Swap Rate**" is the ["[***insert number of years/months***] [year][months] [***insert relevant currency***]"] Swap Rate and means [[●] / ***insert definition /Screen Page***].

If the Reference Swap Rate is not displayed on the Screen Page on the Interest Adjustment Determination Date, the Reference Swap Rate is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"**Reset Reference Bank Rate**" means the percentage rate determined by the Calculation Agent on the basis of the [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] Quotations (as defined below) provided by [five] [***insert other number***] leading swap dealers in the interbank market (the "**Reset Reference Banks**") at the request of the Issuer to the Calculation Agent at approximately [***insert time***] ([***insert time zone***]), on the Interest Adjustment Determination Date. If at least [three] [***insert other number***] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] available on the Screen Page as determined by the Calculation Agent.

["[[***insert number of years/months] [year][month] Swap Rate***] [***insert other swap rate***] **Quotation**" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on [**insert day count fraction**]) of a [***insert reference swap rate***] which (i) has a term of [***insert number of [years][months]***] commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the [***insert reference interest rate***] (calculated on an [***insert day count fraction***] basis).]

[***insert other definitions for Quotation***]

[*Reference Swap Rate*][***insert other definition for quotation***] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate][***insert other definition for quotation***], or (ii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] ceases to calculate and publish the [Reference Swap Rate][***insert other definition for quotation***] permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate][***insert other definition for quotation***] is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the [Reference Swap Rate][***insert other definition for quotation***] shall be replaced, on [the] [each] relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I)-III):

I) The [Reference Swap Rate][***insert other definition for quotation***] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][***insert other definition for quotation***], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the Successor Quotation Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Quotation Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][***insert other definition for***

quotation], provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][***insert other definition for quotation***], then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][***insert other definition for quotation***] with a Successor Quotation Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Quotation Rate, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][***insert other definition for quotation***] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the Successor Quotation Rate (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at least 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above). There will be no replacement of the Reference Swap Rate, nor any adjustment to the calculation of a Rate of Interest, nor will any other related adjustments and/or amendments to the Conditions be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to affect the MREL eligibility of the Notes.

III) If the source of the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Quotation Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the [Reference Swap Rate][***insert other definition for quotation***] shall be such [Reference Swap Rate][***insert other definition for quotation***] which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) (subject to the provisions of § 6 (9)) to redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount] [Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

§ 2
Currency, Denomination, Issue Date, Form, Custody

(1) *Currency – Denomination – Issue Date.* This Series of Notes (the "**Notes**") of Raiffeisen Bank Zrt. (the "**Issuer**") is being issued on [***insert Issue Date***] (the "**Issue Date**") in [***insert Specified Currency***] (the "**Specified Currency**") in the aggregate principal amount of [***aggregate principal amount***] (in words: [***aggregate principal amount in words***]) in the denomination of [***insert Specified Denomination***[6]] (the "**Specified Denomination**").

(2) *Form.*

(a) The Notes are being issued in bearer form.

[***In the case of Notes which are represented by a Permanent Global Note, insert***:

(b) *Permanent Global Note.* The Notes are represented by a permanent global note (the "**Permanent Global Note**" or the "**Global Note**") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.]

[***In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert***:

(b) *Temporary Global Note – Exchange – Permanent Global Note.*

(i) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**" and, each a "**Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date not earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions

[6] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

(including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

(3) *Custody.* The Global Note will be kept in safe keeping by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.

[***In the case that the Global Note is an NGN, insert:*** The Notes are issued in New Global Note ("**NGN**") form and are kept in safe keeping by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of a partial early redemption of the Notes, the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by the Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]

[***In the case that the Global Note is a CGN, insert:*** The Notes are issued in Classical Global Note ("**CGN**") form and are kept in safe keeping by a common depositary on behalf of both ICSDs.]

§ 3
Status

(1) *Status Eligible Notes.* The Notes shall qualify as Eligible Liabilities Instruments (as defined below).

[***In the case of Ordinary Senior Eligible Notes, insert:***

(2) *Ordinary Senior Eligible Notes*. The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings of the Issuer:

(a) junior to the Issuer's Senior Ranking Obligations, so that in any such event no amounts will be payable in respect of the Notes until the Issuer's Senior Ranking Obligations have been satisfied in full;

(b) *pari passu* (i) among themselves; and (ii) (subject to any applicable statutory exceptions and without prejudice to the aforesaid) with all other present and future unsecured and unsubordinated instruments or obligations of the Issuer which rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes; and

(c) senior to all present or future obligations under (i) claims arising from statutory or contractual interest on any claims; (ii) claims arising from gratuitous transactions; (iii) Non-Preferred Senior Instruments and any obligations of the Issuer that rank *pari passu* with Non-Preferred Senior Instruments; (iv) ordinary shares and other Common Equity Tier 1 instruments (if such are permitted under Hungarian law) pursuant to Article 28 CRR of the Issuer; (v) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (vi) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; and (vii) all other subordinated instruments or subordinated loans of the Issuer.

Where:

"**Banking Act**" means Act CCXXXVII of 2013 on credit institutions and financial enterprises.

"**Insolvency Act**" means Act XLIX of 1991 on bankruptcy and liquidation proceedings.

"**Issuer's Senior Ranking Obligations**" means all obligations of the Issuer which pursuant to mandatory provisions of law, rank or are expressed to rank senior to the obligations of the Issuer under the Notes.

"**Non-Preferred Senior Instruments**" means any obligations of the Issuer which fall or are expressed to fall within the category of obligations described in point b) Article 57 (1b) of the Banking Act and Article 57 of the Insolvency Act and any other obligations of the Issuer which, to the extent permitted by Hungarian law, rank or are expressed to rank *pari passu* with the Non-Preferred Senior Instruments of the Issuer.]

[***In the case of Non-Preferred Senior Eligible Notes, insert:***

(2) *Non-Preferred Senior Eligible Notes*. The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer, provided that they are non-preferred senior obligations of the Issuer which meet the criteria for debt instruments pursuant to paragraph (1b) of Article 57 of the Banking Act, ranking in the event of normal insolvency proceedings of the Issuer:

(a) junior to the Issuer's Senior Ranking Obligations, so that in any such event no amounts will be payable in respect of the Notes until the Issuer's Senior Ranking Obligations have been satisfied in full;

(b) *pari passu*: (i) among themselves; and (ii) with all other present or future Non-Preferred Senior Instruments (other than senior instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Notes); and

(c) senior to all present or future claims under: (i) ordinary shares and other Common Equity Tier 1 instruments (if such are permitted under Hungarian law) pursuant to Article 28 CRR of the Issuer; (ii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (iii) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; and (iv) all other subordinated instruments or subordinated loans of the Issuer.

Where:

"**CRR**" means the 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 (Capital Requirements Regulation), as amended or replaced from time to time (including as amended by Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019), and any references in these Conditions to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time.

"**Eligible Liabilities Instruments**" means any (directly issued) debt instruments of the Issuer that qualify as eligible liabilities instruments pursuant to Article 72b CRR and/or the Hungarian Recovery and Resolution Act, as the case may be, which are included in the amount to be complied with for the minimum requirements for own funds and eligible liabilities pursuant to the Hungarian Recovery and Resolution Act, including any debt instruments that qualify as eligible liabilities items pursuant to transitional provisions under the CRR and/or the Hungarian Recovery and Resolution Act as the case may be.

"**Banking Act**" means Act CCXXXVII of 2013 on credit institutions and financial enterprises.

"**Insolvency Act**" means Act XLIX of 1991 on bankruptcy and liquidation proceedings.

"**Issuer's Senior Ranking Obligations**" means all unsecured obligations of the Issuer (other than Non-Preferred Senior Instruments) which, in accordance with their terms or pursuant to mandatory provisions of law, rank or by their terms are expressed to rank senior to the obligations of the Issuer under the Notes including any present or future claims which are excluded liabilities within the meaning of Article 72a (2) of the CRR.

"**Non-Preferred Senior Instruments**" means any obligations of the Issuer which fall or are expressed to fall within the category of obligations described in point b) Article 57 (1b) of the Banking Act and

Article 57 of the Insolvency Act and any other obligations of the Issuer which, to the extent permitted by Hungarian law, rank or are expressed to rank *pari passu* with the Non-Preferred Senior Instruments of the Issuer.]

(3) *No Set-off/Netting; No Security/Guarantee; No Enhancement of Seniority.* The Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution. The Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

(4) *Possibility of statutory resolution measures*. Prior to any normal insolvency proceeding of the Issuer, under the applicable banking resolution provisions, including the Banking Act and the Hungarian Recovery and Resolution Act, and the Capital Regulations and the Applicable Law, the Resolution Authority may exercise the power to write down (including to zero) the obligations of the Issuer under the Notes, convert them into shares or other instruments of ownership of the Issuer or another entity, in each case in whole or in part, or apply any other resolution tool or action, including (but not limited to) any deferral or transfer of the obligations to another entity, an amendment of these Conditions or a cancellation of the Notes.

Where:

"**Applicable Law**" means the legislation of Hungary and the European Union as applicable in Hungary (including secondary or delegated legislation, and any regulations, decisions or rules of any public authority which are legally binding) in force, as the same may be amended or replaced from time to time.

"**BRRD**" means 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, as amended or replaced from time to time (including as amended by Directive 2019/879 of the European Parliament and of the Council of 20 May 2019), or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the BRDD include references to any applicable provisions of law amending or replacing such articles from time to time.

"**Capital Regulations**" means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity for credit institutions of either (i) the Hungarian National Bank and/or (ii) any other national or European authority, in each case then in effect in Hungary and applicable to the Issuer, including, as at the date hereof, CRR, CRD, BRRD, as well as any delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority, each as amended from time to time, or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the Capital Regulations include references to any applicable provisions of law amending or replacing such articles from time to time.

"**CRD**" means 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 as amended or replaced from time to time (including as amended by Directive 2019/878 of the European Parliament and of the Council of 20 May 2019), or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the CRD include references to any applicable provisions of law amending or replacing such articles from time to time.

"**Resolution Authority**" means the resolution authority pursuant to Article 4(1)(130) CRR which is responsible for recovery or resolution of the Issuer on an individual and/or consolidated basis.

§ 4
Interest

*[**In case of Fixed Rate Notes, insert:***

(1) *Rate of Interest, Interest Period[s]*.

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [last] Coupon Date] [***in case of an adjustment of Interest Period insert*:** Maturity Date (as defined in § 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [first] Coupon Date] [***in case of an adjustment of Interest Period insert*:** [first] Interest Payment Date][Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert*:** Coupon Date] [***in case of an adjustment of Interest Period insert*:** Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert*:** the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert*:** next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is [***insert Rate of Interest***] per cent *per annum* (the "**Rate of Interest**").

(2) *Coupon Date[s], Interest Payment Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert Coupon Date(s)***] in each year (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].]

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Periods, insert*:** [The [first] [last] Interest Period is [shortened] [extended].] The [first Coupon Date is: [●]] [last Coupon Date is: [●]].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[***In case of Fixed-to-Fixed Rate Notes insert*:**

(1) *Rate of Interest, Interest Periods*. The Notes shall bear interest based on their principal amount from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") for

(a) the first [***insert number if necessary***] Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: [first] [***insert another number***] Coupon Date] [, i.e. [***insert date***],] [***in case of an adjustment of Interest Period insert***: [first] [***insert another number***] Interest Payment Date] [on] [in] [***insert [date] [month][year]***] with an interest rate of [***insert Rate of Interest***] per cent *per annum* (the "**Initial Interest Rate**");

[[(b)] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month] [year]***] (the "**[●] Interest Adjustment Date**") to

(but excluding) the [***in case of no adjustment of Interest Period insert***: [●] Coupon Date] [***in case of an adjustment of Interest Period insert***: [●] Interest Payment Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate**");]

[(b)] [thereafter,] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month][year]***] (the "[●] Interest Adjustment Date") to (but excluding) the [***in case of no adjustment of Interest Period insert***: last Coupon Date] ***[in case of an adjustment of Interest Period insert***: Maturity Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate"**).

[[***In the case of Non-Preferred Senior Eligible Notes, insert:***

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "**Interpolated Interest Period**"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[***In the case of short/long last Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined for the [first] [●] Interest Period as [●], [for the [●] Interest Period as [●]] [***insert further***].]

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: first Coupon Date] [***in case of an adjustment of Interest Period insert***: first Interest Payment Date] and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert***: Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert***: the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert***: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates*. Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [[,][and] pursuant to [([●])] [annually] [semi-annually] [quarterly]] in arrear on each Interest Payment Date.

Coupon Dates are for the Interest Periods pursuant to (a) [***insert Coupon Date[s]***] in each year [for the Interest Periods pursuant to (b) [***insert Coupon Date[s]***] in each year] [and for the Interest Periods pursuant to [([●])] [***insert Coupon Date[s]***] in each year] (each such date a "**Coupon Date**").

The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date

falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert***: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [***insert first Coupon Date***] [("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] [("**Last Coupon Date**")]].]

"**Interest Adjustment Determination Date**" means the [second][***insert number of days***] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert***: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert***: [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]].

[***In case a minimum rate of interest applies insert***:

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert***:

(4) *Maximum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] *Calculation of Interest for Partial Periods*. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(6)] *Notification of Rate of Interest*. The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other time***], and (ii) to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[***In case of Floating Rate Notes, insert:***

(1) *Interest Period[s], Coupon Date[s], Interest Payment Date[s].*

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert***: [last] Coupon Date] [***in case of an adjustment of Interest Period insert***: Maturity Date (as defined in § 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: [first] Coupon Date] [***in case of an adjustment of Interest Period insert***: [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert***: Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert***: the next following Coupon Date or last Coupon Date] [***in case of an***

adjustment of Interest Period insert: the next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) *Coupon Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert Coupon Date(s)***] [in each year] (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].]

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert***: [The [first] [last] Interest Period is [shortened] [extended]]; [first Coupon Date is: [***insert first Coupon Date***] ("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] ("**Last Coupon Date**")]].]

(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for [the][each] Interest Period will be, except as provided below,

[***For EURIBOR, insert:***

the Reference Interest Rate[, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin, insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For BUBOR, insert***:

the Reference Interest Rate [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin, insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum.*]

[***For Compounded Daily SOFR, insert:***

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$\mathbf{r_{(i-pBD)}}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][***otherwise:*** the relevant U.S. Government Securities Business Day "**i**".]]

[***Continuation of general terms and conditions for Floating Rate Notes:***

[In the case of short/long first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "I**nterpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of short/long last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" means [●] per cent *per annum*.]

[***In case a minimum rate of interest applies insert:***

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [insert minimum rate of interest], the Rate of Interest for such Interest Period shall be [insert minimum rate of interest] (Floor).]

[***In case a maximum rate of interest applies insert:***

[(4)] *Maximum Rate of Interest*. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (Cap).]

[(5)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(6)] *Notification of Rate of Interest and Interest Amount.*

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]]

[***In case of Notes with Fixed to [Fixed to] Floating interest rates, insert:***

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day*. The Notes shall bear interest based on their principal amount during the Fixed Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Coupon Date] [, i.e. [***insert date***]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Interest Payment Date] (the "**Fixed Interest Rate Period**").

[The] "**Fixed Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert:*** [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [Fixed Interest Payment Date] [[or] [Interest Exchange Day]]] [and thereafter from (and including) each [***in case of no adjustment of Fixed Interest Period insert:*** Fixed Coupon Date] [***in case of an adjustment of Fixed Interest Period insert:*** Fixed Interest Payment Date] to (but each excluding) [***in case of no adjustment of Fixed Interest Period insert:*** the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [***in case of an adjustment of Fixed Interest Period insert:*** next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be]].

"**Interest Exchange Day**" means [the [last] Fixed Coupon Date, i.e. [***insert date***]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [***insert [last] Fixed Coupon Date***]]].

The Fixed Interest Period[s] will be [un]adjusted.

[***In case of one interest rate for the entire Fixed Interest Rate Period, insert:*** The rate of interest for the Fixed Interest Rate Period is [***insert Rate of Interest***] per cent *per annum* (the "**Fixed Interest Rate**").]

[***In case of several interest rates during the Fixed Interest Rate Period, insert:*** The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date]] [***insert Rate of Interest***] per cent *per annum* [,][and] [for the [n-th] Fixed Interest Period from the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] to the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] [***insert Rate of Interest***] per cent *per annum* (the relevant "**Fixed Interest Rate[s]**").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear on [each][the] Fixed Interest Payment Date. [Fixed Coupon Dates are [in each case] on [***insert Fixed Coupon Date(s)***] [in each year] (each such date a "**Fixed Coupon Date**").] [Fixed Coupon Date is on [***insert Fixed Coupon Date***] (the "**Fixed Coupon Date**").]

[The first Fixed Coupon Date shall be on [***insert first Fixed Coupon Date***]. The last Fixed Coupon Date shall be [***insert last Fixed Coupon Date***].]

"**Fixed Interest Payment Date**" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Fixed Interest Period, insert:*** [The [first] [last] Fixed Interest Period is [shortened] [extended];] [first Fixed Coupon Date is: [***insert first Fixed Coupon Date***]] [last Fixed Coupon Date is: [***insert last Fixed Coupon Date***]].]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(d) *Day Count Fraction for Fixed Interest Periods of Notes with Fixed to [Fixed to] Floating interest rates.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).]

[*If Actual/Actual (ISDA), insert:*

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).]

[*If Actual/365 (Fixed), insert:*

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[*If Actual/360, insert:*

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).**]**

***[If 30/360 or Bond Basis, insert*:**

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).**]**

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).**]**

[*If 360/360, insert:*

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months **(360/360)**.**]**

(2) *Floating Interest.*

(a) *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s]*. The Notes shall bear interest in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [last] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Maturity Date (as defined in § 6(1))].

[The] "**Floating Interest Period**" [is] [means each period] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [first] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Floating Interest Period insert:*** Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Floating Interest Payment Date] to (but each excluding) [***in case of no adjustment of Floating Interest Period insert:*** the next following Floating Coupon Date or last Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s]*. Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [each][the] Floating Interest Payment Date. ["**Floating Coupon Dates**" are in each case on [***insert floating coupon dates***] [in each year] (each such date a "**Floating Coupon Date**").]

["**Floating Coupon Date**" is the [***insert floating coupon date***].]

[The first Floating Coupon Date shall be on [***insert first Floating Coupon Date***]. The last Floating Coupon Date shall be on [***insert last Floating Coupon Date***].]

(c) *Floating Interest Payment Date[s]*.

"**Floating Interest Payment Date**" means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Floating Interest Periods, insert:*** [The [first] [last] Floating Interest Period is [shortened] [extended];] [first Floating Coupon Date is: [***insert first Floating Coupon Date***] ["**First Coupon Date**")]] [last Floating Coupon Date is: [***insert last Floating Coupon Date***] ["**Last Coupon Date**")]].]

(d) *Floating Rate of Interest.* The floating rate of interest (the "**Floating Rate of Interest**") for [the][each] Floating Interest Period will, except as provided below, be

[***For BUBOR, insert:***

the Reference Interest Rate [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For EURIBOR, insert:***

the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For Compounded Daily SOFR, insert:***

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$\mathbf{r}_{(i\text{-}pBD)}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][otherwise: the relevant U.S. Government Securities Business Day "**i**".]]

[***Continuation of general terms and conditions for floating rate interest of Notes with Fixed to [Fixed to] Floating interest rates:***

[***In the case of short/long first Floating Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[***In the case of short/long last Floating Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [***insert further***].]

[***In case a minimum rate of interest applies insert:***

(3) *Minimum Rate of Interest:* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert:***

[(4)] *Maximum Rate of Interest*. If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] (a) *Interest Amount*. The Calculation Agent will, on or as soon as practicable after [the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(b) *Day Count Fraction for Floating Interest Periods of Notes with Fixed to [Fixed to] Floating interest rates*. "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).**]**

[*If Actual/Actual (ISDA), insert:*

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).**]**

[*If Actual/365 (Fixed), insert:*

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).**]**

[*If Actual/360, insert:*

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).**]**

***[If 30/360 or Bond Basis, insert*:**

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period

is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).**]**

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).**]**

[*If 360/360, insert:*

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months **(360/360).]**

[(6)] *Notification of Floating Rate of Interest and Interest Amount.*

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]]]

[***Continuation of general terms and conditions for interest:***

[(7)] Accrual of Interest and Default Interest. If the Issuer fails to redeem the Notes when due, interest shall accrue on the Final Redemption Amount of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law.[7]

[(8)] Day Count Fraction. "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[***If Actual/Actual (ICMA Rule 251) is applicable, insert:***

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).]

[***If Actual/Actual (ISDA), insert:***

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365 (**Actual/Actual (ISDA)**.]

[***If Actual/365 (Fixed), insert:***

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[***If Actual/360, insert:***

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).]

[***If 30/360 or Bond Basis, insert:***

[7] According to paragraphs 288(1) and 247 of the German Civil Code (Bürgerliches Gesetzbuch) ("**BGB**"), the default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank semi-annually.

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).]

[***If 30E/360 or Eurobond Basis, insert:***

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).]

[***If 360/360, insert:***

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months (**360/360**).]]

§ 5
Payments

(1) *Payment of Principal and Interest.* Payment of principal, interest and any Additional Amounts (as defined in § 8(1)), in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

[***In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert:*** Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(b).]

(2) *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 freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

(3) *Payments subject to fiscal laws.* All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of § 8 *(Taxation)* and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of § 8 *(Taxation)*) any law implementing an intergovernmental approach thereto.

[***In the case of Notes not denominated in Euro, insert:***

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it 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 payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the

Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph (6). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

"**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert:*** as well as the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational] [and] [commercial banks and foreign exchange markets settle payments in [***insert all relevant financial centres***][Budapest, Hungary].

(6) *Business Day Convention.* If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

[***if Following Business Day Convention, insert:*** postponed to the next day which is a Business Day.]

[***if Modified Following Business Day Convention, insert:*** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

[***if Preceding Business Day Convention, insert:*** the immediately preceding Business Day.]

[***if FRN Convention, insert:*** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [[***insert number***] months] [***insert other specified periods***] after the preceding applicable Interest Payment Date.]]

§ 6
Redemption

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [***in case of a specified Maturity Date insert such Maturity Date***] [***in case of a Redemption Month insert:*** the [Floating] Interest Payment Date falling in [***insert Redemption Month and Redemption Year***]] (the "**Maturity Date**").

(2) *Final Redemption Amount.*

[***If the Notes are redeemed on the Maturity Date at their principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be equal to its principal amount.]

[***If the Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be [***insert currency***] [***insert amount greater than or equal to the principal amount***] for each Note.]

(3) *Early Redemption for Reasons of Taxation.*

(a) Provided that the conditions provided in § 6[(9)] are met, the Notes may be declared repayable, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, pursuant to § 14 *(Notices /*

[No] Stock Exchange Listing) to the Holders, at their Early Redemption Amount (as defined below) together with interest (if any) accrued to the date fixed for redemption (but excluding) if as a result of any change in, or amendment to, the laws or regulations of Hungary or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations (including relevant court decision), which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 8(1)) on the immediately succeeding [Coupon Date][Floating] [Fixed] Interest Payment Date (as defined in § 4(2)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer.

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. [***In case of Notes other than Fixed Rate Notes, insert:*** The date fixed for Early Redemption must be [a [Floating] Coupon Date] [Fixed Coupon Date] [[an] [a Fixed] Interest Payment Date][a Floating Interest Payment Date].]

(c) Any such notice for Early Redemption shall be given to the Fiscal Agent and pursuant to § 14 *(Notices / [No] Stock Exchange Listing)* to the Holders. It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption Amount.

[***If Notes are subject to Early Redemption at the Option of the Issuer:***

[(4)] *Early Redemption at the Option of the Issuer.*

(a) The Issuer may redeem the Notes in whole or in part, upon giving not more than [60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days'] notice in accordance with § 6 [(6)], on the Call Redemption Date[s] at the [Call Redemption Amount[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date, provided that the conditions provided in § 6[(9)] are met.

(b) ["**Call Redemption Date[s]**"] [is] [are] [***insert Call Redemption Date[s]***]

(c) ["**Call Redemption Amount[s]**"] [is] [are] [***insert Call Redemption Amount[s]]*** [for the following Call Redemption Date[s] [***insert Call Redemption Date[s]***]].

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Notes.

(d) [***In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert:*** The Notes have to be redeemed at [their principal amount] [an amount which is at least equal to [***insert minimum Call Redemption Amount***][***insert increased Call Redemption Amount***]] per Note.]

[(5)] [*Early Redemption for Regulatory Reasons.*

If there is a change in the regulatory classification of the Notes that would be likely to result or has resulted in their exclusion in full or in part from liabilities eligible for the minimum requirement for own funds and eligible liabilities (MREL) of the Issuer pursuant to the [Hungarian Recovery and Resolution Act] on an unlimited and uncapped basis, provided that the exclusion of the Notes from liabilities eligible for the minimum requirement for own funds and eligible liabilities (MREL) does not arise due to the remaining maturity of such Notes being less than any period prescribed by the provisions relating to the minimum requirement for own funds and eligible liabilities (MREL), the Issuer may, upon giving not more than [60][[●]][Business Days'] [days'] nor less than [30][[●]][Business Days'] [days'] prior notice in accordance with § 6[(6)], at any time redeem the Notes in whole, but not in part, at the Early Redemption Amount, together with interest (if any) accrued to but excluding the date fixed

for early redemption of the Notes on the date fixed for early redemption in the notice, provided that the conditions provided in § 6[(9)] are met.

[(6)] [*Notice of Early Redemption.*

Any notice of Early Redemption of the Notes shall be given by the Issuer to the Fiscal Agent and pursuant to § 14 (*Notices / [No] Stock Exchange Listing*) to the Holders and shall specify:

(i) the Series of Notes that is to be redeemed;

(ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case the aggregate principal amount of the Notes to be redeemed;

(iii) the date fixed for early redemption of the Notes; and

(iv) the Early Redemption Amount [***in case of an Early Redemption pursuant to § 6[(4)] (Early Redemption at the Option of the Issuer), insert:*** or the Call Redemption Amount (as applicable)] at which the Notes are redeemed.

[(7)] [*No early Redemption at the Option of the Holder*. The Holders do not have a right to demand an early redemption of the Notes.]

[(8)] *Early Redemption Amount.*

For the purpose of [§ 1 (Definitions) and] § 6(3) (Early Redemption for Reasons of Taxation) and § 6[(5)] (Early Redemption for Regulatory Reasons) the Early Redemption Amount of a Note is equal to [the Final Redemption Amount][***insert other amount/rate***].

[(9)] *Conditions for Early Redemption and Repurchase*. Any early redemption [in connection with a Discontinuation Event as set out in § 1[●]],] pursuant to this § 6 and any repurchase pursuant to § 13(2) is subject to the Issuer having obtained the prior permission of the Resolution Authority (or any other relevant supervisory authority) for the Early Redemption or any repurchase pursuant to § 13(2) in accordance with the Articles 77 and 78a CRR, in each case if and to the extent such prior permission is required at this time and either of the following conditions is met:

(i) before or at the same time as such redemption or repurchase of the Notes, the Issuer replaces the Notes with own funds or eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or

(ii) the Issuer has demonstrated to the satisfaction of the Resolution Authority, that its own funds and eligible liabilities would, following such redemption or repurchase, exceed the requirements for own funds and eligible liabilities provided in CRR, CRD and BRRD by a margin that the Resolution Authority, acting in agreement with the competent authority, may consider necessary; or

(iii) the Issuer has demonstrated to the satisfaction of the Resolution Authority, that the partial or full replacement of the Notes with own funds instruments is necessary to ensure compliance with own fund requirements provided in CRR and CRD for continuing authorisation.

Notwithstanding the above conditions, if, at the time of any early redemption or repurchase, the prevailing supervisory regulations applicable to the Issuer permit the early redemption or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply, instead or in addition (as applicable) with such other and/or, as appropriate, additional pre-conditions, if any.

For the avoidance of doubt, any refusal of any Resolution Authority (or any other relevant supervisory authority) to grant any required permission, approval or other consent shall not constitute a default for any purpose.

§ 7
Agents

(1) *Appointment; Specified Offices.* The initial agents (the "**Agents**") and their respective specified offices are:

"**Fiscal Agent**" and "**Paying Agent**":

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

[***other/further Fiscal/Paying Agent(s)/specified office(s)***]

["**Calculation Agent**":

[The Fiscal Agent shall also act as Calculation Agent.]

[***insert name and address of Calculation Agent***]]

[Other Agents: [***insert name and address of other Agents***]]

Any Agent named above reserves the right at any time to change its respective specified office to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).

(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8
Taxation

(1) *Taxation.* All amounts payable in respect of interest under the Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by Hungary or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

If such withholding or deduction is required by law, the Issuer will pay such additional amounts of interest (but not principal) as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which are held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of it having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

§ 9
Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") in relation to the Notes is reduced to ten years.

§ 10
Events of Default

No Holder shall have the right to accelerate the future scheduled payment of interest or principal under the Notes, other than in the insolvency or compulsory liquidation of the Issuer.

To the maximum permitted by applicable laws, no Holder shall have the right to accelerate the future scheduled payment of interest or principal under the Notes in case an early intervention measure, a resolution measure, a moratorium or any other action or measure that may be taken against the Issuer pursuant to the Banking Act and the Hungarian Recovery and Resolution Act.

§ 11
Substitution

This paragraph is not applicable.

§ 12
Amendment of these Conditions, Holders' Representative

(1) *Amendment of these Conditions.* In accordance with the German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of these Conditions, subject to the consent by the Resolution Authority (or any other relevant supervisory authority), if and to the extent required, with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent of the votes cast. Resolutions relating to amendments of these Conditions which are not material and which do not relate to the matters listed in § 5 paragraph (3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a Meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph (4) sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

(5) *Voting Rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holders' Representative.*

[If no Holders' Representative is appointed in the Conditions: The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

[***If the Holders' Representative is appointed in the Conditions:*** The common representative (the "**Holders' Representative**") shall be [***insert name and address of the Holders' Representative***]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

§ 13
Further Issues, Repurchases and Cancellation

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same Conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Repurchases.* Provided that the conditions provided in § 6[(9)] are met, the Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes repurchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

§ 14
Notices / [No] Stock Exchange Listing

[***If Notes are not intended to be listed, the following applies, insert:***

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which said notice was given to the Clearing System.]

[***If Notes are intended to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, the following applies:***

(1) *Publication.* As long as the Notes are listed on the official list of the Luxembourg Stock Exchange, notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange. The Issuer will also publish notices on its website www.raiffeisen.hu. Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.

(2) *Notification to Clearing System.* If the rules of the Luxembourg Stock Exchange so permit, the Issuer may make a publication referred to in § 14(1) by giving notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in § 14(1) above; any such notice shall be deemed to have been given to the Holders on the seventh after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in text form (*Textform*) in the English language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Notes at the time of the giving of such notice. Proof may be made by

means of a certificate of the Custodian (as defined in § 15(3) (*Final Provisions*)) or in any other appropriate manner. So long as Notes are securitised in the form of a Global Note, such notice may be given by the Holder to the Fiscal Agent through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 15
Final Provisions

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law, except that the provisions in § 3 (*Status*) shall be governed by, and shall be construed exclusively in accordance with, Hungarian law.

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes. This is subject to any mandatory provisions of laws on jurisdiction over consumer contracts, including any right to recourse to alternative dispute resolution mechanism.

(3) *Enforcement.* Any Holder may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

(4) *Language.* These Conditions are written in the English language only.

(5) *Consumer protection.* No provision in these Conditions shall prejudice any mandatory provisions of Hungarian consumer protections laws and the rights Holders may have thereunder.

3. Terms and Conditions for Subordinated Notes

Option III -
Terms and Conditions for Subordinated Notes

§ 1
Definitions

"**Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert*:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is] [are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert*:** [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]].

"**Clearing System**" means each of Clearstream Banking S.A., Luxembourg, ("**CBL**") and Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") (CBL and Euroclear are each an "**ICSD**" (International Central Securities Depositary) and together the "**ICSDs**").

"**Conditions**" means these terms and conditions of the Notes.

"**Holder**" means any holder of a co-ownership interest or other beneficial interest or right in the Notes.

[***In case of Floating Rate Notes, insert:***

"**Interest Determination Date**" means the [[[second] [***insert other applicable number of days***]] Business Day prior to the [commencement] [end][8] of the relevant Interest Period.] [first day of the relevant Interest Period.] [[●] Business Day[s] prior to [the expiry] [the [Floating] Coupon Date] of the relevant Interest Period.]]

"**Reference Interest Rate**" means the offered quotation for the [***number***]-month [BUBOR] [EURIBOR] [SOFR] which appears on the Screen Page as of [11.00 a.m.] [***insert other relevant time***] ([***insert relevant time zone***]) on the [Interest Determination Date] [***determine other day***].]

"**Screen Page**" means [***if the Specified Currency is EUR, insert***: [REUTERS Screen Page [EURIBOR01] [***insert Screen Page and additional information if necessary***] or each successor page][●] [***if the Specified Currency is HUF, insert***: REFINITIV Screen Page BUBOR or BLOOMBERG Screen Page BUBOR or each successor page] [●].]

[***For BUBOR, insert:***

If the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Budapest time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (being rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Budapest time) on the relevant

[8] In case of SOFR interest determination in arrear, the Interest Determination Date shall not be less than five U.S. Government Securities Business Days prior to the Coupon Date.

Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in Hungary.

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions, the Reference Interest Rate for the relevant Interest Period shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

Where:

"**Original Benchmark Rate**" means in respect of any calendar day, the [***insert applicable number of months***]-month Budapest Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of [11:00 a.m.] (Budapest time) on such calendar day and which is calculated by its benchmark administrator using the methodology current on the Interest Commencement Date.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in Hungary.]

[***For EURIBOR, insert:***

If – other than in case of a Discontinuation Event (as defined below) – the Screen Page is not available or if no such quotation appears as at such time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Interest Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations[, however at least 0.00 per cent *per annum*], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at the request of the Issuer to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the Euro-Zone[, however at least 0.00 per cent *per annum*].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate for the relevant Interest Period at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under these Conditions.

"**Reference Banks**" means the offices of not less than [four] [***insert other number***] major banks in the Euro-Zone.

Reference Interest Rate replacement in case of a Discontinuation Event. If (i) a public statement or information has been published by the competent administrator of the Reference Interest Rate to the effect that the Reference Interest Rate has ceased to be representative or is no longer an industry-accepted rate for debt market instruments such as the Notes, or comparable instruments, (ii) a public statement or information has been published to the effect that the administrator of the Reference Interest Rate commences the orderly wind-down of the Reference Interest Rate or ceases the calculation and publication of the Reference Interest Rate permanently or indefinitely, provided that, at the time of the publication of such statement or information, there is no successor administrator that will continue to provide the Reference Interest Rate (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceedings (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, (iv) the competent authority for the administrator of the Reference Interest Rate withdraws or suspends the authorisation pursuant to Article 35 of Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**") or the recognition pursuant to Article 32(8) of the Benchmarks Regulation or requires the cessation of the endorsement pursuant to Article 33(6) of the Benchmarks Regulation, provided that, at the time of the withdrawal or suspension or the

cessation of endorsement, there is no successor administrator that continues to provide the Reference Interest Rate and its administrator commences the orderly wind-down of the Reference Interest Rate or ceases to provide the Reference Interest Rate or certain maturities or certain currencies for which the Reference Interest Rate is calculated permanently or indefinitely; or (v) the Reference Interest Rate is otherwise discontinued or it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate for any other reason (each of the events in (i) through (v) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on each relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the Successor Reference Interest Rate (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above). There will be no replacement of the Reference Interest Rate, nor any adjustment to the calculation of a Rate of Interest, nor will any other related adjustments and/or amendments to the Conditions be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to affect the eligibility of the Notes as own funds.

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges*

Ermessen) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.][; or

b) (subject to the provisions of § 6 (9)) to redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount][Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

[***For Compounded Daily SOFR, insert:***

"**SOFR**" means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's website, in each case on or about 5.00 p.m. (New York City Time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day.

If SOFR is not available or if no such quotation appears at such time and, (1) unless the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, this SOFR in respect of the last U.S. Government Securities Business Day applies for which SOFR was published on the Screen Page; or (2) if the Issuer has confirmed to the Calculation Agent that both a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have occurred, the rate (inclusive of any spreads or adjustments) that was notified to the Calculation Agent by the Issuer as being the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator), provided that, if no such rate has been notified to the Calculation Agent by the Issuer as having been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (i) references to SOFR were references to OBFR, (ii) references to U.S. Government Securities Business Day were references to New York Business Day, (iii) references to SOFR Index Cessation Event were references to OBFR Index Cessation Event and (iv) references to SOFR Index Cessation Effective Date were references to OBFR Index Cessation Effective Date; and provided further that, if no such rate has been notified to the Calculation Agent by the Issuer as having been so recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Effective Date and an OBFR Index Cessation Effective Date has occurred, then the rate for each Interest Determination Date occurring on or after the SOFR Index Cessation Effective Date will be determined as if (x) references to SOFR were references to FOMC Target Rate, (y) references to U.S. Government Securities

Business Day were references to New York Business Day and (z) references to the Screen Page were references to the Federal Reserve's Website.

Where:

"**FOMC Target Rate**" means, the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

"**U.S. Government Securities Business Day**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**OBFR**", means, with respect to any Interest Determination Date, the daily Overnight Bank Funding Rate in respect of the New York Business Day immediately preceding such Interest Determination Date as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator) on the New York Fed's Website on or about 5:00 p.m. (New York time) on such Interest Determination Date.

"**OBFR Index Cessation Effective Date**" means, in respect of a OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used.

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the OBFR) announcing that it has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide OBFR; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of OBFR) has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide OBFR; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of OBFR that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

"**SOFR Index Cessation Effective Date**" means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used.

"**SOFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide a Secured Overnight Financing Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide the Secured Overnight Financing Rate; or

(c) a public statement by a U.S. regulator or U.S. other official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions.]

[***If Reference Swap Rate is applicable, insert:***

"**Reference Swap Rate**" is the ["[***insert number of years/months***] [year][months] [***insert relevant currency***]"] Swap Rate and means [[●] / ***insert definition /Screen Page***].

If the Reference Swap Rate is not displayed on the Screen Page on the Interest Adjustment Determination Date, the Reference Swap Rate is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"**Reset Reference Bank Rate**" means the percentage rate determined by the Calculation Agent on the basis of the [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] Quotations (as defined below) provided by [five] [***insert other number***] leading swap dealers in the interbank market (the "**Reset Reference Banks**") at the request of the Issuer to the Calculation Agent at approximately [***insert time***] ([***insert time zone***]), on the Interest Adjustment Determination Date. If at least [three] [***insert other number***] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] available on the Screen Page as determined by the Calculation Agent.

["[[***insert number of years/months] [year][month] Swap Rate***] [***insert other swap rate***] **Quotation**" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on [**insert day count fraction**]) of a [***insert reference swap rate***] which (i) has a term of [***insert number of [years][months]***] commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the [***insert reference interest rate***] (calculated on an [***insert day count fraction***] basis).]

[***insert other definitions for Quotation***]

[*Reference Swap Rate*][***insert other definition for quotation***] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate][***insert other definition for quotation***], or (ii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] ceases to calculate and publish the [Reference Swap Rate][***insert other definition for quotation***] permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Swap Rate][***insert other definition for quotation***] becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate][***insert other definition for quotation***] is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the [Reference Swap Rate][***insert other definition for quotation***] shall be replaced, on [the] [each] relevant Interest Determination Date, by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I)-III):

I) The [Reference Swap Rate][***insert other definition for quotation***] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][***insert other definition for quotation***], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Calculation Agent at the latest 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14. [If, on any previous Interest Determination Date, the Successor Quotation Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Quotation Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount] as set out below;]

II) An Independent Adviser will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][***insert other definition for***

quotation], provided that if the Independent Adviser determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][***insert other definition for quotation***], then the Independent Adviser will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply *mutatis mutandis*. The Independent Adviser will notify the Issuer and the Calculation Agent at the latest 10 days prior to the Interest Determination Date about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][***insert other definition for quotation***] with a Successor Quotation Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Quotation Rate, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][***insert other definition for quotation***] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the Rate of Interest and calculating the Interest Amount in order to follow market practice in relation to the Successor Quotation Rate (such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount). Thereafter, the Issuer shall inform the Calculation Agent at least 10 days prior to the Interest Determination Date and, subsequently the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above). There will be no replacement of the Reference Swap Rate, nor any adjustment to the calculation of a Rate of Interest, nor will any other related adjustments and/or amendments to the Conditions be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to affect the eligibility of the Notes as own funds.

III) If the source of the successor rate for the [Reference Swap Rate][***insert other definition for quotation***] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Adviser fails to determine the Successor Reference Rate at the latest 10 days prior to the Interest Determination Date and to notify the Calculation Agent or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Adviser or the period to determine a Successor Quotation Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the "**Procedures Determination Date**"):

[a)] that the [Reference Swap Rate][***insert other definition for quotation***] shall be such [Reference Swap Rate][***insert other definition for quotation***] which appeared on the Screen Page on the last day preceding the relevant Interest Determination Date on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) (subject to the provisions of § 6 (9)) to redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Early Redemption Amount] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final Redemption Amount] [Early Redemption Amount].

If the Issuer elects to redeem the Notes, the Reference Interest Rate applicable from the last [Coupon Date] [Interest Payment Date] prior to the redemption date until (but excluding) the redemption date shall be the Reference Interest Rate applicable to the immediately preceding Interest Period.]

"**Independent Adviser**" means an independent financial institution of international standing or an independent financial adviser with relevant expertise appointed by the Issuer at its own expense.]

§ 2
Currency, Denomination, Issue Date, Form, Custody

(1) *Currency – Denomination – Issue Date.* This Series of Notes (the "**Notes**") of Raiffeisen Bank Zrt. (the "**Issuer**") is being issued on [***insert Issue Date***] (the "**Issue Date**") in [***insert Specified Currency***] (the "**Specified Currency**") in the aggregate principal amount of [***aggregate principal amount***] (in words: [***aggregate principal amount in words***]) in the denomination of [***insert Specified Denomination***[9]] (the "**Specified Denomination**").

(2) *Form.*

(a) The Notes are being issued in bearer form.

[***In the case of Notes which are represented by a Permanent Global Note, insert***:

(b) *Permanent Global Note.* The Notes are represented by a permanent global note (the "**Permanent Global Note**" or the "**Global Note**") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.]

[***In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert***:

(b) *Temporary Global Note – Exchange – Permanent Global Note.*

(i) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**" and, each a "**Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date not earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions

[9] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

(including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

(3) *Custody.* The Global Note will be kept in safe keeping by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.

[***In the case that the Global Note is an NGN, insert:*** The Notes are issued in New Global Note ("**NGN**") form and are kept in safe keeping by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of a partial early redemption of the Notes, the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by the Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]

[***In the case that the Global Note is a CGN, insert:*** The Notes are issued in Classical Global Note ("**CGN**") form and are kept in safe keeping by a common depositary on behalf of both ICSDs.]

§ 3
Status

(1) *Status Subordinated Notes.* The Notes shall qualify as Tier 2 Instruments (as defined below) and constitute direct, unsecured and subordinated obligations of the Issuer.

In the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer, and to the extent that the Notes are at least partly recognized as own funds items, any claim on the principal amount under the Notes will rank:

(a) junior to all present or future claims from: (i) unsecured and unsubordinated instruments or obligations of the Issuer; (ii) instruments or obligations of the Issuer that do not result from own funds items of the Issuer; and (iii) eligible liabilities instruments pursuant to Article 72b CRR of the Issuer;

(b) pari passu: (i) among themselves; and (ii) with all other present or future claims from Tier 2 Instruments and other subordinated instruments or obligations of the Issuer (other than subordinated instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Notes); and

(c) senior to all present or future claims from: (i) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (ii) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; and (iii) all other subordinated instruments or obligations of the Issuer ranking or expressed to rank junior to the Notes.

Where:

"**CRR**" means the 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 (Capital Requirements Regulation), as amended or replaced from time to time (including as amended by Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019), and any references in these Conditions to relevant Articles of the CRR

include references to any applicable provisions of law amending or replacing such Articles from time to time.

"**Tier 2 Instruments**" means any (directly or indirectly issued) capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR, including any capital (or other) instruments that qualify as Tier 2 items pursuant to transitional provisions under the CRR.

(2) *No Set-off/Netting; No Security/Guarantee; No Enhancement of Seniority*. The Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution. The Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

(3) *Possibility of statutory resolution measures*. Prior to any normal insolvency proceeding of the Issuer, under the applicable banking resolution provisions, including the Hungarian Recovery and Resolution Act, and the Capital Regulations and the Applicable Law, the Competent Authority may exercise the power to write down (including to zero) the obligations of the Issuer under the Notes, convert them into shares or other instruments of ownership of the Issuer or another entity, in each case in whole or in part, or apply any other resolution tool or action, including (but not limited to) any deferral or transfer of the obligations to another entity, an amendment of these Conditions or a cancellation of the Notes.

Where:

"**Applicable Law**" means the legislation of Hungary and the European Union as applicable in Hungary (including secondary or delegated legislation, and any regulations, decisions or rules of any public authority which are legally binding) in force, as the same may be amended or replaced from time to time.

"**BRRD**" means 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, as amended or replaced from time to time (including as amended by Directive 2019/879 of the European Parliament and of the Council of 20 May 2019), or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the BRDD include references to any applicable provisions of law amending or replacing such articles from time to time.

"**Capital Regulations**" means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible liabilities and/or loss absorbing capacity for credit institutions of either (i) the Hungarian National Bank and/or (ii) any other national or European authority, in each case then in effect in Hungary and applicable to the Issuer, including, as at the date hereof, CRR, CRD, BRRD, as well as any delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority, each as amended from time to time, or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the Capital Regulations include references to any applicable provisions of law amending or replacing such articles from time to time.

"**CRD**" means 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 as amended or replaced from time to time (including as amended by Directive 2019/878 of the European Parliament and of the Council of 20 May 2019), or such other acts as may come into effect in place thereof and any references in these Conditions to relevant articles of the CRD include references to any applicable provisions of law amending or replacing such articles from time to time.

"**Competent Authority**" means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis.

§ 4
Interest

*[**In case of Fixed Rate Notes, insert:***

(1) *Rate of Interest, Interest Period[s]*.

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [last] Coupon Date] [***in case of an adjustment of Interest Period insert*:** Maturity Date (as defined in § 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert*:** [first] Coupon Date] [***in case of an adjustment of Interest Period insert*:** [first] Interest Payment Date][Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert*:** Coupon Date] [***in case of an adjustment of Interest Period insert*:** Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert*:** the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert*:** next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is [***insert Rate of Interest***] per cent *per annum* (the "**Rate of Interest**").

(2) *Coupon Date[s], Interest Payment Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert Coupon Date(s)***] in each year (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].]

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Periods, insert*:** [The [first] [last] Interest Period is [shortened] [extended].] The [first Coupon Date is: [●]] [last Coupon Date is: [●]].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[***In case of Fixed-to-Fixed Rate Notes insert*:**

(1) *Rate of Interest, Interest Periods*. The Notes shall bear interest based on their principal amount from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") for

(a) the first [***insert number if necessary***] Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: [first] [***insert another number***] Coupon Date] [, i.e. [***insert date***],] [***in case of an adjustment of Interest Period insert***: [first] [***insert another number***] Interest Payment Date] [on] [in] [***insert [date] [month][year]***] with an interest rate of [***insert Rate of Interest***] per cent *per annum* (the "**Initial Interest Rate**");

[[(b)] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month] [year]***] (the "**[●] Interest Adjustment Date**") to

(but excluding) the [***in case of no adjustment of Interest Period insert***: [●] Coupon Date] [***in case of an adjustment of Interest Period insert***: [●] Interest Payment Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate**");]

[(b)] [thereafter,] from the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [***insert [date][month][year]***] (the "[●] Interest Adjustment Date") to (but excluding) the [***in case of no adjustment of Interest Period insert***: last Coupon Date] ***[in case of an adjustment of Interest Period insert***: Maturity Date] [on][in] [***insert [date][month][year]***], the Notes shall bear interest for each Interest Period [with an interest rate of [***insert Rate of Interest***] per cent *per annum*] [at a Rate of Interest determined by the Calculation Agent (as defined in § 7 (*Agents*)) on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the relevant Margin]] (the "**[●] Reset Interest Rate"**).

[[***In the case of Subordinated Notes, insert:***

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "**Interpolated Interest Period**"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[***In the case of short/long last Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined for the [first] [●] Interest Period as [●], [for the [●] Interest Period as [●]] [***insert further***].]

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: first Coupon Date] [***in case of an adjustment of Interest Period insert***: first Interest Payment Date] and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert***: Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert***: the next following Coupon Date or last Coupon Date] [***in case of an adjustment of Interest Period insert***: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates*. Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [[,][and] pursuant to [([●])] [annually] [semi-annually] [quarterly]] in arrear on each Interest Payment Date.

Coupon Dates are for the Interest Periods pursuant to (a) [***insert Coupon Date[s]***] in each year [for the Interest Periods pursuant to (b) [***insert Coupon Date[s]***] in each year] [and for the Interest Periods pursuant to [([●])] [***insert Coupon Date[s]***] in each year] (each such date a "**Coupon Date**").

The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date

falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert***: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [***insert first Coupon Date***] [("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] [("**Last Coupon Date**")]].]

"**Interest Adjustment Determination Date**" means the [second][***insert number of days***] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert***: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert***: [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]].

[***In case a minimum rate of interest applies insert***:

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert***:

(4) *Maximum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] *Calculation of Interest for Partial Periods*. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(6)] *Notification of Rate of Interest*. The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other time***], and (ii) to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[***In case of Floating Rate Notes, insert:***

(1) *Interest Period[s], Coupon Date[s], Interest Payment Date[s].*

(a) The Notes shall bear interest based on their principal amount during the Interest Period[s] from (and including) [***insert Interest Commencement Date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Interest Period insert***: [last] Coupon Date] [***in case of an adjustment of Interest Period insert***: Maturity Date (as defined in § 6(1))].

[The] "**Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert***: [first] Coupon Date] [***in case of an adjustment of Interest Period insert***: [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Interest Period insert***: Coupon Date] [***in case of an adjustment of Interest Period insert***: Interest Payment Date] to (but each excluding) [***in case of no adjustment of Interest Period insert***: the next following Coupon Date or last Coupon Date] [***in case of an***

adjustment of Interest Period insert: the next following Interest Payment Date or the Maturity Date]].

The Interest Period[s] will be [un]adjusted.

(b) *Coupon Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [the] [each] Interest Payment Date. [Coupon Dates are [in each case] on [***insert Coupon Date(s)***] [in each year] (each such date a "**Coupon Date**").] [Coupon Date is on [***insert Coupon Date***] (the "**Coupon Date**").]

[The first Coupon Date shall be on [***insert first Coupon Date***]. The last Coupon Date shall be on [***insert last Coupon Date***].]

"**Interest Payment Date**" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Interest Period, insert***: [The [first] [last] Interest Period is [shortened] [extended]]; [first Coupon Date is: [***insert first Coupon Date***] ("**First Coupon Date**")]] [last Coupon Date is: [***insert last Coupon Date***] ("**Last Coupon Date**")]].]

(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for [the][each] Interest Period will be, except as provided below,

[***For EURIBOR, insert:***

the Reference Interest Rate[, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin, insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For BUBOR, insert:***

the Reference Interest Rate [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin, insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For Compounded Daily SOFR, insert:***

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert***: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$\mathbf{r_{(i-pBD)}}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][***otherwise:*** the relevant U.S. Government Securities Business Day "**i**".]]

[***Continuation of general terms and conditions for Floating Rate Notes:***

[In the case of short/long first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "I**nterpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of short/long last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "**Interpolated Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" means [●] per cent *per annum*.]

[***In case a minimum rate of interest applies insert:***

(3) *Minimum Rate of Interest*: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (Floor).]

[***In case a maximum rate of interest applies insert:***

[(4)] *Maximum Rate of Interest*. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (Cap).]

[(5)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(6)] *Notification of Rate of Interest and Interest Amount.*

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]]

[***In case of Notes with Fixed to [Fixed to] Floating interest rates, insert:***

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day*. The Notes shall bear interest based on their principal amount during the Fixed Interest Period[s] from (and including) [***insert interest commencement date***] (the "**Interest Commencement Date**") to (but excluding) the [***in case of no adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Coupon Date] [, i.e. [***insert date***]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [●] [last] Fixed Interest Payment Date] (the "**Fixed Interest Rate Period**").

[The] "**Fixed Interest Period**" [is] [means each period] from (and including) the Interest Commencement Date to (but excluding) the [***in case of no adjustment of Interest Period insert:*** [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [***in case of an adjustment of Fixed Interest Period insert:*** [first] [Fixed Interest Payment Date] [[or] [Interest Exchange Day]]] [and thereafter from (and including) each [***in case of no adjustment of Fixed Interest Period insert:*** Fixed Coupon Date] [***in case of an adjustment of Fixed Interest Period insert:*** Fixed Interest Payment Date] to (but each excluding) [***in case of no adjustment of Fixed Interest Period insert:*** the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [***in case of an adjustment of Fixed Interest Period insert:*** next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be]].

"**Interest Exchange Day**" means [the [last] Fixed Coupon Date, i.e. [***insert date***]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [***insert [last] Fixed Coupon Date***]]].

The Fixed Interest Period[s] will be [un]adjusted.

[***In case of one interest rate for the entire Fixed Interest Rate Period, insert:*** The rate of interest for the Fixed Interest Rate Period is [***insert Rate of Interest***] per cent *per annum* (the "**Fixed Interest Rate**").]

[***In case of several interest rates during the Fixed Interest Rate Period, insert:*** The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date]] [***insert Rate of Interest***] per cent *per annum* [,][and] [for the [n-th] Fixed Interest Period from the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] to the [***insert relevant Fixed Coupon Date***][***insert relevant Fixed Interest Payment Date***] [***insert Rate of Interest***] per cent *per annum* (the relevant "**Fixed Interest Rate[s]**").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear on [each][the] Fixed Interest Payment Date. [Fixed Coupon Dates are [in each case] on [***insert Fixed Coupon Date(s)***] [in each year] (each such date a "**Fixed Coupon Date**").] [Fixed Coupon Date is on [***insert Fixed Coupon Date***] (the "**Fixed Coupon Date**").]

[The first Fixed Coupon Date shall be on [***insert first Fixed Coupon Date***]. The last Fixed Coupon Date shall be [***insert last Fixed Coupon Date***].]

"**Fixed Interest Payment Date**" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Fixed Interest Period, insert:*** [The [first] [last] Fixed Interest Period is [shortened] [extended];] [first Fixed Coupon Date is: [***insert first Fixed Coupon Date***]] [last Fixed Coupon Date is: [***insert last Fixed Coupon Date***]].]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(d) *Day Count Fraction for Fixed Interest Periods of Notes with Fixed to [Fixed to] Floating interest rates.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).]

[*If Actual/Actual (ISDA), insert:*

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).]

[*If Actual/365 (Fixed), insert:*

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[*If Actual/360, insert:*

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).**]**

***[If 30/360 or Bond Basis, insert*:**

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).**]**

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).**]**

[*If 360/360, insert:*

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months **(360/360)**.**]**

(2) *Floating Interest.*

(a) *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s]*. The Notes shall bear interest in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [last] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Maturity Date (as defined in § 6(1))].

[The] "**Floating Interest Period**" [is] [means each period] from (and including) the Interest Exchange Day to (but excluding) the [***in case of no adjustment of Floating Interest Period insert:*** [first] Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [***in case of no adjustment of Floating Interest Period insert:*** Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** Floating Interest Payment Date] to (but each excluding) [***in case of no adjustment of Floating Interest Period insert:*** the next following Floating Coupon Date or last Floating Coupon Date] [***in case of an adjustment of Floating Interest Period insert:*** the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s]*. Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear on [each][the] Floating Interest Payment Date. ["**Floating Coupon Dates**" are in each case on [***insert floating coupon dates***] [in each year] (each such date a "**Floating Coupon Date**").]

["**Floating Coupon Date**" is the [***insert floating coupon date***].]

[The first Floating Coupon Date shall be on [***insert first Floating Coupon Date***]. The last Floating Coupon Date shall be on [***insert last Floating Coupon Date***].]

(c) *Floating Interest Payment Date[s]*.

"**Floating Interest Payment Date**" means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5 (6) (*Business Day Convention*).

[***In the case of short/long Floating Interest Periods, insert:*** [The [first] [last] Floating Interest Period is [shortened] [extended];] [first Floating Coupon Date is: [***insert first Floating Coupon Date***] ["**First Coupon Date**")]] [last Floating Coupon Date is: [***insert last Floating Coupon Date***] ["**Last Coupon Date**")]].]

(d) *Floating Rate of Interest.* The floating rate of interest (the "**Floating Rate of Interest**") for [the][each] Floating Interest Period will, except as provided below, be

[***For BUBOR, insert:***

the Reference Interest Rate [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For EURIBOR, insert:***

the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent *per annum*, a Reference Interest Rate of 0.00 per cent *per annum* will be applied,] [***in case of multiplication with a factor, insert***:, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.]

[***For Compounded Daily SOFR, insert:***

the Compounded Daily SOFR calculated on a compounded basis for the relevant Interest Period in accordance with the formula below on the Interest Determination Date (as defined below) [, whereby a Compounded Daily SOFR of 0.00 per cent *per annum* will be applied, should such Compounded Daily SOFR be below 0.00 per cent *per annum*,] [***in case of multiplication with a factor, insert:***, multiplied by the [positive][negative] Factor [and subsequently]] [***in case of a Margin insert:*** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate *per annum*.

The Compounded Daily SOFR means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Interest Rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the [fifth] [●] decimal place, with [0.000005] [●]% being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{r_{\mathrm{i-pBD}}\times \mathrm{n_i}}{D}\right)-1\right]\times\frac{D}{d}$$

"**Applicable Period**" means [***if the Observation Method is lag:*** the Interest Period][***if the Observation Method is observation shift:*** the Observation Period].

"**BD**" means a U.S. Government Securities Business Day.

"**D**" means [***insert the relevant number of days***] and represents the number of days in the year used for the calculation of the Rate of Interest.

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

"$\mathbf{d_o}$" means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period.

"**i**" means for the relevant Applicable Period, a series of whole numbers from one to "$\mathbf{d_o}$", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in such Applicable Period.

"$\mathbf{n_i}$" for any Business Day "**i**" in the Applicable Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to but excluding the following U.S. Government Securities Business Day.

"**Observation Method**" means [lag][observation shift].

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**p**" means, for any Applicable Period, [***insert number***] U.S. Government Securities Business Days (provided that "**p**" shall not be less than five U.S. Government Securities Business Days without the prior written agreement of the Calculation Agent or, if no such number is specified five U.S. Government Securities Business Days).

"**r**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of such U.S. Government Securities Business Day.

"$\mathbf{r}_{(i\text{-}pBD)}$" means the applicable Reference Interest Rate as set out in the definition of "**r**" above for, [***where lag is specified as the Observation Method:*** the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "**p**" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "**i**".][otherwise: the relevant U.S. Government Securities Business Day "**i**".]]

[***Continuation of general terms and conditions for floating rate interest of Notes with Fixed to [Fixed to] Floating interest rates:***

[***In the case of short/long first Floating Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[***In the case of short/long last Floating Interest Period and if interpolation is applicable, insert:***

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["**Factor**" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***].]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [***insert further***].]

[***In case a minimum rate of interest applies insert:***

(3) *Minimum Rate of Interest:* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert minimum rate of interest***] (*Floor*).]

[***In case a maximum rate of interest applies insert:***

[(4)] *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Floating Rate of Interest for such Floating Interest Period shall be [***insert maximum rate of interest***] (*Cap*).]

[(5)] (a) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after [the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(b) *Day Count Fraction for Floating Interest Periods of Notes with Fixed to [Fixed to] Floating interest rates.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).**]**

[*If Actual/Actual (ISDA), insert:*

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365) (**Actual/Actual (ISDA)**).**]**

[*If Actual/365 (Fixed), insert:*

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).**]**

[*If Actual/360, insert:*

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).**]**

***[If 30/360 or Bond Basis, insert*:**

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).**]**

[*If 30E/360 or Eurobond Basis, insert*:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).**]**

[*If 360/360, insert:*

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months **(360/360)**.**]**

[(6)] *Notification of Floating Rate of Interest and Interest Amount.*

[***In case of interest determination in advance, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the [[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange and to the Holders as soon as possible in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).]

[***In case of interest determination in arrear, insert:***

The Calculation Agent will cause the Floating Rate of Interest, each Interest Amount for each Floating Interest Period, each Interest Period and the relevant Interest Payment Date

(i) to be notified to the Issuer, the Clearing System, the Paying Agent and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than [4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period], and

(ii) to be notified to the Holders without delay in accordance with § 14 (*Notices / [No] Stock Exchange Listing*) hereof.]]]]

[***Continuation of general terms and conditions for interest:***

[(7)] Accrual of Interest and Default Interest. If the Issuer fails to redeem the Notes when due, interest shall accrue on the Final Redemption Amount of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law.[10]

[(8)] Day Count Fraction. "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

[***If Actual/Actual (ICMA Rule 251) is applicable, insert:***

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year][; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"**Determination Period**" means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] (**Actual/Actual (ICMA Rule 251)**).]

[***If Actual/Actual (ISDA), insert:***

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365 (**Actual/Actual (ISDA)**).]

[***If Actual/365 (Fixed), insert:***

the actual number of days in the Calculation Period divided by 365. (**Actual/365 (Fixed)**).]

[***If Actual/360, insert:***

the actual number of days in the Calculation Period divided by 360 (**Actual/360**).]

[10] According to paragraphs 288(1) and 247 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**"), the default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank semi-annually.

[***If 30/360 or Bond Basis, insert:***

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30/360 or Bond Basis**).]

[***If 30E/360 or Eurobond Basis, insert:***

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).]

[***If 360/360, insert:***

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months (**360/360**).]]

§ 5
Payments

(1) *Payment of Principal and Interest.* Payment of principal, interest and any Additional Amounts (as defined in § 8(1)), in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

[***In the case of Notes which are initially represented by a Temporary Global Note to be exchanged for a Permanent Global Note, insert:*** Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(b).]

(2) *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 freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

(3) *Payments subject to fiscal laws.* All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of § 8 *(Taxation)* and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of § 8 *(Taxation)*) any law implementing an intergovernmental approach thereto.

[***In the case of Notes not denominated in Euro, insert:***

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it 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 payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be

entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph (6). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

"**Payment Business Day**" means any day (other than a Saturday or a Sunday) on which the Clearing System [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert:*** as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational] [and] [commercial banks and foreign exchange markets settle payments in [***insert all relevant financial centres***][Budapest, Hungary].

(6) *Business Day Convention.* If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

[***if Following Business Day Convention, insert:*** postponed to the next day which is a Business Day.]

[***if Modified Following Business Day Convention, insert:*** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

[***if Preceding Business Day Convention, insert:*** the immediately preceding Business Day.]

[***if FRN Convention, insert:*** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [[***insert number***] months] [***insert other specified periods***] after the preceding applicable Interest Payment Date.]]

§ 6
Redemption

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [***in case of a specified Maturity Date insert such Maturity Date***] [***in case of a Redemption Month insert:*** the [Floating] Interest Payment Date falling in [***insert Redemption Month and Redemption Year***]] (the "**Maturity Date**").

(2) *Final Redemption Amount.*

[***If the Notes are redeemed on the Maturity Date at their principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be equal to its principal amount.]

[***If the Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:***

The "**Final Redemption Amount**" in respect of each Note shall be [***insert currency***] [***insert amount greater than or equal to the principal amount***] for each Note.]

(3) *Early Redemption for Reasons of Taxation.*

(a) Provided that the conditions provided in § 6[(9)] are met, the Notes may be declared repayable, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, pursuant to § 14 *(Notices / [No] Stock Exchange Listing)* to the Holders, at their Early Redemption Amount (as defined below) together with interest (if any) accrued to the date fixed for redemption (but excluding) if there is a change in the applicable tax treatment of the Notes.

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. [***In case of Notes other than Fixed Rate Notes, insert:*** The date fixed for Early Redemption must be [a [Floating] Coupon Date] [Fixed Coupon Date] [[an] [a Fixed] Interest Payment Date][a Floating Interest Payment Date].]

(c) Any such notice for Early Redemption shall be given to the Fiscal Agent and pursuant to § 14 *(Notices / [No] Stock Exchange Listing)* to the Holders. It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption Amount.

[***If Notes are subject to Early Redemption at the Option of the Issuer:***

[(4)] *Early Redemption at the Option of the Issuer.*

(a) The Issuer may redeem the Notes in whole or in part, upon giving not more than [60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days'] notice in accordance with § 6 [(6)], on the Call Redemption Date[s] at the [Call Redemption Amount[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date, provided that the conditions provided in § 6[(9)] are met.

(b) ["**Call Redemption Date[s]**"] [is] [are] [***insert Call Redemption Date[s]***]

(c) ["**Call Redemption Amount[s]**"] [is] [are] [***insert Call Redemption Amount[s]]*** [for the following Call Redemption Date[s] [***insert Call Redemption Date[s]***]].

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Notes.

(d) [***In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert:*** The Notes have to be redeemed at [their principal amount] [an amount which is at least equal to [***insert minimum Call Redemption Amount***][***insert increased Call Redemption Amount***]] per Note.]

[(5)] [*Early Redemption for Regulatory Reasons.*

If there is a change in the regulatory classification of the Notes that would be likely to result or has resulted in their exclusion in full or as a reclassification as a lower quality form of own funds (in each case on an individual and/or consolidated basis of the Issuer) pursuant to the [Hungarian Recovery and Resolution Act], the Issuer may, upon giving not more than [60][[●]][Business Days'] [days'] nor less than [30][[●]][Business Days'] [days'] prior notice in accordance with § 6[(6)], at any time redeem the Notes in whole, but not in part, at the Early Redemption Amount, together with interest (if any) accrued to but excluding the date fixed for early redemption of the Notes on the date fixed for early redemption in the notice, provided that the conditions provided in § 6[(9)] are met.

[(6)] [*Notice of Early Redemption.*

Any notice of Early Redemption of the Notes shall be given by the Issuer to the Fiscal Agent and pursuant to § 14 (*Notices / [No] Stock Exchange Listing*) to the Holders and shall specify:

(i) the Series of Notes that is to be redeemed;

(ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case the aggregate principal amount of the Notes to be redeemed;

(iii) the date fixed for early redemption of the Notes; and

(iv) the Early Redemption Amount [***in case of an Early Redemption pursuant to § 6[(4)] (Early Redemption at the Option of the Issuer), insert:*** or the Call Redemption Amount (as applicable)] at which the Notes are redeemed.

[(7)] [*No early Redemption at the Option of the Holder*. The Holders do not have a right to demand an early redemption of the Notes.]

[(8)] *Early Redemption Amount.*

For the purpose of [§ 1 (Definitions) and] § 6(3) (Early Redemption for Reasons of Taxation) and § 6[(5)] (Early Redemption for Regulatory Reasons) the Early Redemption Amount of a Note is equal to [the Final Redemption Amount][***insert other amount/rate***].

[(9)] *Conditions for Early Redemption and Repurchase*. Any early redemption [in connection with a Discontinuation Event as set out in § 1[●]],] pursuant to this § 6 and any repurchase pursuant to § 13(2) is subject to the Issuer having obtained the prior permission of the Competent Authority (or any other relevant supervisory authority) for the Early Redemption or any repurchase pursuant to § 13(2) in accordance with the Articles 77 and 78 CRR, in each case if and to the extent such prior permission is required at this time and either of the following conditions is met:

(i) in case of an early redemption for reasons of taxation pursuant to § 6(3), the Issuer has demonstrated to the satisfaction of the Competent Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the date of issuance of the Notes; or

(ii) in case of an early redemption for regulatory reasons pursuant to § 4(3), the Competent Authority considers such change to be sufficiently certain and the Issuer has demonstrated to the satisfaction of the Competent Authority that the relevant change in the regulatory classification of the Notes was not reasonably foreseeable as at the date of issuance of the Notes; or

(iii) in the case of an early redemption in circumstances other than as described in item (i) or (ii), either before or at the same time as such action, if the Issuer replaces the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority has permitted that action based on the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances.

Notwithstanding the above conditions, if, at the time of any early redemption or repurchase, the prevailing supervisory regulations applicable to the Issuer permit the early redemption or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply, instead or in addition (as applicable) with such other and/or, as appropriate, additional pre-conditions, if any.

For the avoidance of doubt, any refusal of any Competent Authority (or any other relevant supervisory authority) to grant any required permission, approval or other consent shall not constitute a default for any purpose.

§ 7
Agents

(1) *Appointment; Specified Offices.* The initial agents (the "**Agents**") and their respective specified offices are:

"**Fiscal Agent**" and "**Paying Agent**":

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

[***other/further Fiscal/Paying Agent(s)/specified office(s)***]

["**Calculation Agent**":

[The Fiscal Agent shall also act as Calculation Agent.]

[***insert name and address of Calculation Agent***]]

[Other Agents: [***insert name and address of other Agents***]]

Any Agent named above reserves the right at any time to change its respective specified office to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 14 (*Notices / [No] Stock Exchange Listing*).

(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8
Taxation

(1) *Taxation.* All amounts payable in respect of interest under the Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by Hungary or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

If such withholding or deduction is required by law, the Issuer will pay such additional amounts of interest (but not principal) as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which are held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of it having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

§ 9
Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") in relation to the Notes is reduced to ten years.

§ 10
Events of Default

No Holder shall have the right to accelerate the future scheduled payment of interest or principal under the Notes, other than in the insolvency or compulsory liquidation of the Issuer.

To the maximum permitted by applicable laws, no Holder shall have the right to accelerate the future scheduled payment of interest or principal under the Notes in case an early intervention measure, a resolution measure, a moratorium or any other action or measure that may be taken against the Issuer pursuant to the Banking Act and the Hungarian Recovery and Resolution Act.

§ 11
Substitution

This paragraph is not applicable.

§ 12
Amendment of these Conditions, Holders' Representative

(1) *Amendment of these Conditions.* In accordance with the German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**") the Holders may agree with the Issuer on amendments of these Conditions, subject to the consent by the Competent Authority (or any other relevant supervisory authority), if and to the extent required, with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent of the votes cast. Resolutions relating to amendments of these Conditions which are not material and which do not relate to the matters listed in § 5 paragraph (3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a Meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph (4) sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

(5) *Voting Rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holders' Representative.*

[If no Holders' Representative is appointed in the Conditions: The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder.]

[***If the Holders' Representative is appointed in the Conditions:*** The common representative (the "**Holders' Representative**") shall be [***insert name and address of the Holders' Representative***]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

§ 13
Further Issues, Repurchases and Cancellation

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same Conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Repurchases.* Provided that the conditions provided in § 6[(9)] are met, the Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes repurchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

§ 14
Notices / [No] Stock Exchange Listing

[***If Notes are not intended to be listed, the following applies, insert:***

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which said notice was given to the Clearing System.]

[***If Notes are intended to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, the following applies:***

(1) *Publication.* As long as the Notes are listed on the official list of the Luxembourg Stock Exchange, notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange. The Issuer will also publish notices on its website www.raiffeisen.hu. Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.

(2) *Notification to Clearing System.* If the rules of the Luxembourg Stock Exchange so permit, the Issuer may make a publication referred to in § 14(1) by giving notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in § 14(1) above; any such notice shall be deemed to have been given to the Holders on the seventh after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in text form (*Textform*) in the English language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Notes at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § 15(3) (*Final Provisions*)) or in any other appropriate manner. So long as Notes are securitised in the form of a Global Note, such notice may be

given by the Holder to the Fiscal Agent through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 15
Final Provisions

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law, except that the provisions in § 3 (*Status*) shall be governed by, and shall be construed exclusively in accordance with, Hungarian law.

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes. This is subject to any mandatory provisions of laws on jurisdiction over consumer contracts, including any right to recourse to alternative dispute resolution mechanism.

(3) *Enforcement.* Any Holder may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

(4) *Language.* These Conditions are written in the English language only.

(5) *Consumer protection.* No provision in these Conditions shall prejudice any mandatory provisions of Hungarian consumer protections laws and the rights Holders may have thereunder.

FORM OF FINAL TERMS

[Prohibition of Sales to EEA Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

[Prohibition of Sales to UK Retail Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the "**FSMA**") to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[MIFID II Product Governance / Professional Investors and ECPs Only Target Market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; or (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][●]

[UK MIFIR Product Governance / Professional Investors and ECPs Only Target Market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][●]

FINAL TERMS

[Title of relevant Series of Notes][11] (the "**Notes**")

[(to be consolidated, form a single series with and increase the aggregate principal amount of the [Title of relevant Series of Notes] issued on [●] [and increased on [●]] with the ISIN [●])][12]

Series: [●], Tranche [●]

[ISIN [●]][13]

[Interim ISIN [●]]

[Permanent] ISIN [●]

issued pursuant to the
EUR 2,000,000,000 Euro Medium Term Note Programme
for the issue of Notes dated 15 June 2022 of
Raiffeisen Bank Zrt.

Legal Entity Identifier: 5493001U1K6M7JOL5W45

[Issue Price]: [●] per cent

[Issue Date]: [●]

[These Final Terms have been prepared for the purpose of Article 8(5) in connection with Article 25(4) of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**Prospectus Regulation**") and must be read in conjunction with the prospectus dated 15 June 2022 [and the supplement(s) dated [●]] (the "**Prospectus**") (including the documents incorporated into the Prospectus by reference), pertaining to the Euro 2,000,000,000 Euro Medium Term Note Programme of Raiffeisen Bank Zrt. (the "**Programme**"). Full information about Raiffeisen Bank Zrt. and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus (and any supplement thereto) is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu), on the website of the Issuer (www.raiffeisen.hu) and copies may be obtained from Raiffeisen Bank Zrt., Váci út 116-118, Budapest 1133, Hungary. Investors shall be aware that a supplement to the Prospectus may be published. Such a supplement will be published in electronic form on the Issuer's website (www.raiffeisen.hu).]

1. Part I.: Conditions

1.1 [A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in this Prospectus as Option I or Option II or Option III including certain further options contained therein, respectively, and completing the relevant placeholders, insert:

The Conditions applicable to the Notes (the "**Conditions**") are as set out below.

[***in case of Ordinary Senior Notes replicate here relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders***]

[***in case of Eligible Notes replicate here relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders***]

[***in case of Subordinated Notes replicate here relevant provisions of Option III including relevant further options contained therein, and complete relevant placeholders***]**]**

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11 "Notes" in the Final Terms shall have the meaning of "Ordinary Senior Notes" or "Eligible Notes" or "Subordinated Notes".
12 Include only in the case of fungible tranches.
13 Include in case of first tranche.

[*B.* *In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in this Prospectus as Option I, Option II or Option III including certain further options contained therein, respectively, insert:*

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Ordinary Senior Notes][[Ordinary Senior][Non-Preferred Senior] Eligible Notes][Subordinated Notes] (the "**Terms and Conditions**") set forth in this Prospectus as [Option I][Option II][Option III]. Capitalised terms not otherwise defined herein shall have the meanings specified in the set of Terms and Conditions.

All references in this part of the Final Terms to numbered Articles and subparagraphs are to Articles and subparagraphs of the Terms and Conditions.

All provisions in the Terms and Conditions corresponding to items in the Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the "**Conditions**").]

DEFINITIONS (§ 1)[14]		
	Business Day	
	☐	TARGET
	☐	[***insert relevant financial centres***]
☐	Interest Determination Date[15]	means the [[[second] [***insert other applicable number of days***]] Business Day prior to the [commencement] [end][16] of the relevant Interest Period.] [first day of the relevant Interest Period.]] [[•] Business Day[s] prior to [the expiry] [the Coupon Date] of the relevant Interest Period.]
☐	Reference Interest Rate[17]	means the offered quotation for the [**number**]-month [BUBOR] [EURIBOR] [SOFR] which appears on the Screen Page as of [11.00 a.m.] [***insert other relevant time***] ([***insert relevant time zone***]) on the [Interest Determination Date] [***determine other day***].
☐	Screen Page[18]	means [REUTERS Screen Page [EURIBOR01] [***insert Screen Page and additional information if necessary***] or each successor page] [REFINITIV Screen Page BUBOR or BLOOMBERG Screen Page BUBOR [***insert Screen Page and additional information if necessary***] or each successor page]
☐	EURIBOR	
	EURIBOR floor at 0.00 per cent *per annum*	[Applicable][Not Applicable]
	Reference Banks	[four] [***insert other number***]
	☐	If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below
	☐ Early Redemption applicable at the Final Redemption Amount	
	☐ Early Redemption applicable at the Early Redemption Amount	
	Redemption Date	Second [Coupon Date][Interest Payment Date]
☐	BUBOR	
	BUBOR	[Applicable][Not Applicable]
	Reference Banks	[four] [***insert other number***]

[14] If not applicable, the following items may be deleted.

[15] To be completed in case of Floating Rate Notes.

[16] In case of SOFR interest determination in arrear, the Interest Determination Date shall not be less than five U.S. Government Securities Business Days prior to the Coupon Date.

[17] To be completed in case of Floating Rate Notes.

[18] To be completed in case of Floating Rate Notes or if Reference Interest Rate or Reference Swap Rate is applicable.

	☐		If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below
	☐	Early Redemption applicable at the Final Redemption Amount	
	☐	Early Redemption applicable at the Early Redemption Amount	
	Redemption Date		Second [Coupon Date][Interest Payment Date]

☐	SOFR	
☐	Reference Swap Rate	
	Reference Swap Rate	["[***insert number of years/months***] [year][months] **[*insert relevant currency*]**"] Swap Rate and means [[●] / ***insert definition /Screen Page***]
	Reset Reference Bank Rate	[[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] Quotations provided by [five] [***insert other number***] leading swap dealers in the interbank market at the request of the Issuer to the Calculation Agent at approximately [***insert time***] ([***insert time zone***])
	Redemption Date	Second [Coupon Date][Interest Payment Date]
	Required number of quotations	[three] [***insert other number***]
	Fallback in case required number of quotations is not received	Reset Reference Bank Rate shall be equal to the last [[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***]
	[[***insert number of years/months***] [year][month] Swap Rate] [***insert other swap rate***] Quotation	[means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on [***insert day count fraction***]) of a [***insert reference swap rate***] which (i) has a term of [***insert number of [years][months]***] commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the [***insert reference interest rate***] (calculated on an [***insert day count fraction***] basis).] [***insert other definitions for Quotation***]
	☐	If, on any previous Interest Determination Date, the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount] as set out below

CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY (§ 2)			
	Currency – Denomination – Issue Date		
	Issue Date		[●]
	Specified Currency		[●]
	Aggregate Principal Amount		[●]
	Aggregate Principal Amount in Words		[●]
	Specified Denomination[19]		[●]
	Form		
	☐	Permanent Global Note	
	☐	Temporary Global Note exchangeable for Permanent Global Note	
	☐	New Global Note (NGN)	
	☐	Classical Global Note (CGN)	
STATUS (§ 3)[20]			
☐	Ordinary Senior Eligible Notes		
☐	Non-Preferred Senior Eligible Notes		
INTEREST (§ 4)			
☐	**Fixed Rate Notes[21]**		
	Rate of Interest; Interest Period[s]		
		Interest Commencement Date	[●]
		Adjustment of Interest Periods	[Yes][No]
		Rate of Interest	[●] per cent *per annum*
	Coupon Date[s], Interest Payment Date[s]		
		Frequency of interest payments	[annually] [semi-annually] [quarterly]
		Coupon Date(s)	**[*insert Coupon Dates*]**
		[First Coupon Date]	**[*insert First Coupon Date*]**
		[Last Coupon Date]	**[*insert Last Coupon Date*]**
		Short/Long Interest Periods	**[*specify*]** [Not Applicable]

[19] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

[20] To be completed in case of Eligible Notes.

[21] If not applicable, the following items may be deleted.

☐	**Fixed-to-Fixed Rate Notes**[22]		
	Rate of Interest; Interest Periods		
		Interest Commencement Date	[●]
	Initial Interest Rate		
		Number of Interest Periods	[***insert number***]
		Last [Coupon] [Interest Payment] Date of last Interest Period with first Interest Rate	[***insert date***]
		Initial Interest Rate	[●] per cent per annum
		Frequency of interest payments	[annually] [semi-annually] [quarterly]
☐	**[●] Reset Interest Rate**		
		First [Coupon] [Interest Payment] Date of reset Interest Period with reset Interest Rate	[***insert date***]
		Last [Coupon] [Interest Payment] Date of last Interest Period with first Interest Rate	[***insert date***]
		[●] Reset Interest Rate	
		☐ [●] percentage points	
		☐ Reference Swap Rate [plus][minus] Margin	[***specify margin***]
		☐ plus	[●] percentage points
		☐ minus	[●] percentage points
		Frequency of interest payments	[annually] [semi-annually] [quarterly]
☐	**[●] Reset Interest Rate**		
		First [Coupon] [Interest Payment] Date of reset Interest Period with reset Interest Rate	[***insert date***]
		Last [Coupon] [Maturity] Date of last Interest Period with first Interest Rate	[***insert date***]
		[●] Reset Interest Rate	
		☐ [●] percentage points	
		☐ Reference Swap Rate [plus][minus] Margin	[***specify margin***]
		☐ plus	[●] percentage points
		☐ minus	[●] percentage points
		Frequency of interest payments	[annually] [semi-annually] [quarterly]
		Short/Long Interest Periods	**[*specify*]**

[22] To be completed in case of Eligible Notes and Subordinated Notes. If not applicable, the following items may be deleted.

		Adjustment of Interest Periods	**[**Yes**][**No**]**
		Interest Adjustment Determination Date	means the [second][***insert number of days***] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [***if the Specified Currency is EUR or if TARGET is needed for other reasons, insert*:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**")] [is][are] operational [***if the Specified Currency is not EUR or if needed for other reasons, insert*:** [and] commercial banks and foreign exchange markets settle payments in [***all relevant financial centres***][Budapest, Hungary]]
		Minimum/Maximum Rate of Interest	
		☐	If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (Floor).
		☐	If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (Cap).
		Notification of Rate of Interest and Interest Amount	
		Date of notification	[[second] [•] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***]
☐	**Floating Rate Notes**[23]		
	Interest Period[s], Coupon Date[s], Interest Payment Date[s]		
		Interest Commencement Date	[•]
		Adjustment of Interest Periods	[Yes][No]
	Coupon Date[s], Interest Payment Date[s]		
		Frequency of interest payments	[annually] [semi-annually] [quarterly]
		Coupon Date(s)	**[*insert Coupon Dates*]**
		[First Coupon Date]	**[*insert First Coupon Date*]**
		[Last Coupon Date] Short/Long Interest Periods	**[*insert Last Coupon Date*]** **[*specify*]** [Not Applicable]

[23] If not applicable, the following items may be deleted.

	Rate of Interest			
	☐	EURIBOR		
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[●] percentage points
			☐ Minus Margin	[●] percentage points
	☐	BUBOR		
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[●] percentage points
			☐ Minus Margin	[●] percentage points
	☐	Compounded Daily SOFR		
		SOFR floor at 0.00 per cent *per annum*		[Applicable][Not Applicable]
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[●] percentage points
			☐ Minus Margin	[●] percentage points
		Rounding (for calculation of the Compounded Daily Overnight Reference Rate)		[fifth] [●] decimal place with [0.000005] [●] % being rounded upwards
		Observation Method		**[**Lag**][**Observation Shift**]**
		"**D**", the number of days in the year used for the calculation of the Rate of Interest		[***insert the relevant number of days***]
		"**p**"		[***insert number, not less than 5***] U.S. Government Securities Business Day[s]
	☐	Interpolation		[Applicable] [Not Applicable]
	☐	Factor		means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [***insert number***] [***insert further***]
	☐	Margin		[●] per cent *per annum*
		Minimum/Maximum Rate of Interest		
		☐	If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (*Floor*).	
		☐	If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (*Cap*).	
		Interest Amount		
	☐	Outstanding aggregate principal amount		

	☐	Specified denomination[24]		
		Notification of Rate of Interest and Interest Amount		
	☐	Interest determination in advance		
			Date of notification	[[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***]
	☐	Interest determination in arrear		
			Date of notification	no later than 4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period]
☐	**Fixed to [Fixed to] Floating Rate Notes**			
	Fixed Interest			
(1) a)		Fixed Rate[s] of Interest		[●] per cent *per annum* [***If applicable, insert Fixed Rate(s) of Interest for each Interest Period***]
		Interest Commencement Date		[●]
		Interest Exchange Day		means [the [last] Fixed Coupon Date, i.e. [***insert date***]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [***insert [last] Fixed Coupon Date***]]].
		Fixed Coupon Date(s)		[●]
(1) b)		[First] Fixed Coupon Date		[●]
		[Last Fixed Coupon Date]		[●]
		[First] [last] short/long Floating Interest Period		[Not Applicable] [ ]
		Adjustment of Interest Periods		[Yes][No]
		Day Count Fraction		
		☐	Actual/Actual (ICMA Rule 251)	
			Determination Period means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***]	
		☐	Actual/Actual (ISDA)	
		☐	Actual/365 (Fixed)	
		☐	Actual/360	

[24] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

		☐	30/360 (Bond Basis)
		☐	30E/360 (Eurobond Basis)
		☐	360/360
(2)		**Floating Interest**	
	a)	Interest	
		Adjustment of Floating Interest Periods	[Yes][No]
	b)	Frequency of interest payments	[annually] [semi-annually] [quarterly]
		[First] Floating Coupon Date	[ ]
		[Last Floating Coupon Date]	[ ]
	c)	[First] [last] short/long Floating Interest Period	[Not Applicable] [ ]
	☐	Interpolation	[Applicable] [Not Applicable]
	☐	Reference Interest Rate	
		[Reference Interest Rate at least 0.00 per cent *per annum*	Yes]
	☐	Factor	[for the [first] [[●]] Interest Period] as [+][-] [***insert number***] [***insert further***]
	☐	Margin	[for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [***insert further***]
		Day Count Fraction	
		☐	Actual/Actual (ICMA Rule 251)
			Determination Period means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***]
		☐	Actual/Actual (ISDA)
		☐	Actual/365 (Fixed)
		☐	Actual/360
		☐	30/360 (Bond Basis)
		☐	30E/360 (Eurobond Basis)
		☐	360/360

	Floating Interest			
	☐	EURIBOR		
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[•] percentage points
			☐ Minus Margin	[•] percentage points
	☐	BUBOR		
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[•] percentage points
			☐ Minus Margin	[•] percentage points
	☐	Compounded Daily SOFR		
		SOFR floor at 0.00 per cent *per annum*		[Applicable][Not Applicable]
		☐	Multiplication with a factor	[positive][negative] Factor [and subsequently]
			☐ Plus Margin	[•] percentage points
			☐ Minus Margin	[•] percentage points
		Rounding (for calculation of the Compounded Daily Overnight Reference Rate)		[fifth] [•] decimal place with [0.000005] [•] % being rounded upwards
		Observation Method		**[**Lag**][**Observation Shift**]**
		"**D**", the number of days in the year used for the calculation of the Rate of Interest		[***insert the relevant number of days***]
		"**p**"		[***insert number, not less than 5***] U.S. Government Securities Business Day[s]
	☐	Interpolation		[Applicable] [Not Applicable]
	☐	Factor		means a positive or negative number and has been determined [for the [first] [•] Interest Period] as [+][-] [***insert number***] [***insert further***]
	☐	Margin		[•] per cent *per annum*
		Minimum/Maximum Rate of Interest		
		☐	If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is less than [***insert minimum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert minimum rate of interest***] (*Floor*).	
		☐	If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is greater than [***insert maximum rate of interest***], the Rate of Interest for such Interest Period shall be [***insert maximum rate of interest***] (*Cap*).	
		Interest Amount		
	☐	Outstanding aggregate principal amount		

	☐	Specified denomination[25]		
		Notification of Rate of Interest and Interest Amount		
	☐	Interest determination in advance		
			Date of notification	[[second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [***insert other date***]
	☐	Interest determination in arrear		
			Date of notification	no later than 4 Business Days prior to the expiry of the relevant Interest Period [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period]
		Day Count Fraction[26]		
		☐	Actual/Actual (ICMA Rule 251)	
			Determination Period means the period from and including [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***] in any year to but excluding the next [***insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)***]	
		☐	Actual/Actual (ISDA)	
		☐	Actual/365 (Fixed)	
		☐	Actual/360	
		☐	30/360 (Bond Basis)	
		☐	30E/360 (Eurobond Basis)	
		☐	360/360	
PAYMENTS (§ 5)				
	Payment Business Day			
	☐	Clearing System		
	☐	TARGET		
	☐	[***insert relevant financial centres***]		
	Business Day Convention			
	☐	Following Business Day Convention		
	☐	Modified Following Business Day Convention		
	☐	Preceding Business Day Convention		

[25] Minimum denomination of the Notes will be EUR 100,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 100,000 at the time of the trade date of the Notes.

[26] To be completed in case of Fixed Rate Notes, Fixed-to-Fixed Rate Notes and Floating Rate Notes.

	☐		FRN Convention (specify period(s))	[] [***months/other – specify***]
REDEMPTION (§ 6)				
	Redemption at Maturity			
	☐		Maturity Date	[●]
	☐		Redemption Month and Redemption Year	[●]
	Final Redemption Amount			
	☐		Principal Amount	
	☐		Other Amount	[***insert currency and amount greater than or equal to the principal amount***]
	Early Redemption			
☐	**Early Redemption at the Option of the Issuer**[27]			
	Notice Period			[60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days']
	Call Redemption Date(s)			[***insert Call Redemption Date[s]***]
	Call Redemption Amount(s)			**[*insert Call Redemption Amount[s] [and corresponding Call Redemption Dates]*]**
		☐	Minimum Call Redemption Amount	[principal amount] [an amount which is at least equal to [***insert minimum Call Redemption Amount***]]
		☐	Increased Call Redemption Amount	[***insert increased Call Redemption Amount***]
☐	**Early Redemption at the Option of the Holder**[28]			
			Optional Early Redemption Date(s)	[***insert Optional Early Redemption Date[s]***]
			Optional Early Redemption Amount(s)	**[*insert Optional Redemption Amount[s] [and corresponding Optional Redemption Dates]*]**
			Minimum Notice Period	[***insert minimum notification period of at least 5 Business Days***]
			Maximum Notice Period	[***insert maximum notification period***]
☐	**Early Redemption for Regulatory Reasons**[29]			
	Notice Period			[60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days']
	Early Redemption Amount			
			Early Redemption Amount	[Final Redemption Amount] [***insert other amount/rate***]

[27] The ICSDs require a minimum notice period of 5 business days

[28] Only applicable for Ordinary Senior Notes.
The ICSDs require a minimum notice period of 15 business days.

[29] Only applicable for Eligible Notes and Subordinated Notes.

AGENTS (§ 7)		
☐	Additional Paying Agent(s)/specified office(s)	**[*other/further Fiscal/Paying Agent(s)/specified office(s)*]**
☐	Calculation Agent	**[**Fiscal Agent shall act as Calculation Agent**] [*insert name and address of Calculation Agent*]**
☐	Other Agents	**[*insert name and address of other Agents*]**
Events of default (§ 10)		
☐	Not applicable	
☐	Applicable	
SUBSTITUTION (§ 11)[30]		
	☐	§ 11(1)(d) provides for the issuance of a guarantee
	☐	§ 11(1)(d) provides for the Substitute Debtor to have the same or better as the respective rating of the Issuer
AMENDMENT OF THE CONDITIONS; HOLDERS' REPRESENTATIVE (§ 12)		
	Appointment of Holders' Representative	
	☐ Appointed by resolution passed by Holders	
	☐ Appointed in the Conditions	[***insert name, address and contact details of Holders' Representative***]
NOTICES (§ 14)		
☐	Notes are not intended to be listed	
☐	Notes are intended to be listed on the regulated market of the Luxembourg Stock Exchange	
☐	Notes are intended to be listed on any other Stock Exchange	

2. Part II.: Other Information

Interests of natural and legal persons involved in the issue		
☐	Other interests (not included in the Prospectus under "GENERAL INFORMATION / Interests of natural and legal persons involved in the issue")	[***specify other interests***]
Use of Proceeds[31]		
	Use of Proceeds	[As set out in the Prospectus] **[*specify other use of proceeds*]**

[30] Only applicable for Ordinary Senior Notes.

[31] See paragraph "Use of Proceeds" in this Prospectus. If the use of proceeds is different from the use of proceeds as stated in this Prospectus include such use here.

	[Estimated net proceeds	[●]]
Selling Restrictions		
☐	TEFRA C	
☐	TEFRA D	
ECB-eligible Security[32]		[Yes][No]
Securities Identification Numbers		
	[Interim ISIN][33] [Permanent][36] ISIN	[●] [●]
	[Interim Common Code][36] [Permanent][36] Common Code	[●] [●]
	Any other securities number	[●]
	Yield[34]	**[Not applicable]**
	[Yield]	[●]
	[Unified Yield Rate]	[●]
	Resolutions, authorisations and approvals by virtue of which the Notes have been created and/or issued	[●]
[	**Registration of the Administrator pursuant to the Benchmarks Regulation**[35]	
	Benchmark	**[*insert name of the Benchmark*]**
	Benchmark Administrator	**[*insert name of the Administrator*]**
	Registration of the Benchmark Administrator in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial	[Applicable] [Not applicable] [As far as the Issuer is aware, [[***insert benchmark***] does not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of the Benchmarks Regulation] [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [***insert name of Administrator***] is not currently required to obtain [***insert in case relevant administrator is located within the EEA*****:** authorisation or registration] [***insert in case relevant administrator is***

32 Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) or in any other way admissible pursuant to the Eurosystem eligibility criteria, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met. **[Include this text if "yes" is selected in which case the Notes must be issued in NGN form or in any other form admissible pursuant to ECB eligibility criteria.]** Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) or in any other way admissible pursuant to Eurosystem eligibility criteria. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

33 Include only in the case of fungible tranches.

34 Only applicable for Fixed Rate Notes.

35 Insert only in case of Notes which reference to a benchmark, whose administrator has not been disclosed in this Prospectus.

	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 (the "**Benchmarks Regulation**")	***located outside the EEA:*** recognition, endorsement or equivalence].]
	Method of distribution	
☐	Non-syndicated	
☐	Syndicated	
	Management details including form of commitment	
	[Management Group (specify name(s) and address(es) and LEI)*]*	[●]
	[Dealer]	[●]
	Stabilisation Dealer/Manager	
	Stabilisation Dealer/Manager	**[*insert details*][**None**]**
	Intended Admission(s) to Trading and Listing(s)	
	Admission(s) to Trading and Listing(s)	**[**Yes**][**No**][**Application [has been][will be] made]
☐	Luxembourg Stock Exchange: Admission: Regulated Market / Listing: Official List	
☐	Other (insert details)	[●]
	Expected date of admission	[●]
	Estimate of the total expenses related to admission to trading	[●]
	If different from the issuer, the identity and contact details of the person asking for admission to trading, including the legal entity identifier (LEI) where the person asking for admission to trading has legal personality.	[●]
	Rating[36]	
	[The Notes to be issued [have been] [are expected to be] rated: *[Moody's: [•]]* *[[Other]: [•]]]* [The Notes are not expected to be rated.]	

[36] Do not complete, if the Notes are not rated on an individual basis.

	[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*]	
	This credit rating [has] [is] / These credit ratings [have been] [are expected to be] issued by [***insert full name of legal entity which has given / is expected to give the rating***] which [[is] [are] established in the European Union, [is] [are] registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended and [is] [are] included in the list of credit rating agencies registered in accordance with this Regulation published by the European Securities and Markets Authority on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).] [[is] [are] not established in the European Union and [is not][are not] registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.]	
	Prohibition of Sales to EEA and UK Retail Investors[37]	
	Prohibition of Sales to EEA Retail Investors:	[Applicable] [Not Applicable]
	Prohibition of Sales to UK Retail Investors:	[Applicable] [Not Applicable]
	[Third Party Information	
	With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.]	

Raiffeisen Bank Zrt.

[Name & title of signatories]

[37] If the Notes may constitute "packaged" products and no KID will be prepared, "applicable" should be specified. If the Notes may constitute "packaged" products and a KID will be prepared, "not applicable" should be specified.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer to generate funding, to hedge certain risks or to take advantage of current market opportunities (arbitrage).

If, in respect of any particular issue, there exists a particular identified use of proceeds other than using the net proceeds for the above-mentioned reasons, then this will be stated in the relevant Final Terms. In any case, the Issuer is free in the use of proceeds from each issue of Notes.

Notes may be issued as ESG Bonds and the relevant Final Terms will indicate if the Notes are intended to constitute ESG Bonds. The Issuer intends to allocate an amount equal to the net proceeds from any issue of ESG Bonds to Eligible Loans, in line with the Issuer's Sustainability Bond Framework. The Sustainability Bond Framework may be updated or amended from time to time to reflect current market practice. Any amendments to the Sustainability Bond Framework will also be available on the Issuer's website.

MACROECONOMIC ENVIRONMENT

After the COVID-19 recession in 2020, the Hungarian economy experienced a strong rebound in 2021 backed by central bank and government programmes. However, Hungary's large exposure to industries negatively affected by the duration of post-COVID-19 supply chain disruptions, the country's dependence on Russian energy imports and the blocking of EU funds due to the Rule of Law Mechanism may negatively affect the near-term outlook. Inflation has reached high single-digit levels and may continue to rise throughout 2022 despite administered price stops.

Key Macroeconomic Figures:

	Key Figures	2020	2021
	Nominal GDP (EUR bn)	128	154
Real GDP (% yoy)	Hungary	-5.0%	7.1%
	Czechia		3.3%
	Poland		5.7%
	Slovakia		3.0%
	Total credit (EUR bn)	54	62
	Banking assets (EUR bn)	148	169
	Banking assets (% of GDP)	112%	113%
	Household loan growth	14%	15%
	Corporate loan growth with bonds	16%	11%
Household Credit to GDP	Czechia	31.1%	34.0%
	Hungary	20.1%	20.9%
	Poland	36.6%	34.8%
	Slovakia	38.4%	47.2%
National Bond Program ("**BFG**")	MNB purchases (HUF bn)	985	2,134
	Investment part (HUF bn)	597	1,962
	BFG share in corporate credit (%)	8.6%	18.5%
	Cumulated BFG volume (HUF bn)	2,443	6,539
	Inflation	3.3%	5.1%

Source: Hungarian Central Statistical Office, National Statistical Offices, National Bank of Hungary, Eurostat

mn EUR	Key Figures	20Q4	21Q1	21Q2	21Q3
Corporate	New FGS Loans	1,540	874	1,286	239
	New Other	1,833	1,718	1,407	1,827
Retail	New Baby Loans	401	375	430	387
	New Other	1,082	1,101	1,654	1,666

Source: National Bank of Hungary

HUNGARIAN BANKING SECTOR

The Hungarian banking sector is characterised by steady growth in both customers loans and deposits in recent years. Furthermore, the deposit structure is diversified and the main funding source are the deposits from customers. The NPL ratio decreased over the years despite the COVID-19 pandemic.

Hungarian banks primarily generate revenue from lending and transactional business. The sector's profits rebounded in 2021 reaching HUF 820 bn with double digit return on equity (11.6%). Moreover, the liquidity of the segment remained high.

Key Figures of the Hungarian banking sector:

	Key Figures	2020	2021
Client Deposits and Loans	Deposit (HUF bn)	34 685	40 097
	Loan (HUF bn)	28 310	31 920
	L/D ratio	81.6%	79.6%
Deposits by Sector	Households	35%	36%
	Corporates	38%	41%
	FI's	9%	9%
	GOV's	14%	10%
	other	4%	3%
Revenue Composition	Net Interest Income and Fees & Commissions	90%	92%
	Other	10%	8%
	PAT (HUF bn)	385	820
	ROE	6.4%	11.6%
	NPL ratio	3.5%	3.3%
	LCR ratio	220%	215%

Source: National Bank of Hungary

DESCRIPTION OF THE ISSUER

1. Information about the Issuer

1.1 Corporate history and development of the Issuer

Raiffeisen Bank Zrt. (the "**Issuer**" or the "**Bank**" and, together with its consolidated subsidiaries, the "**Group**") was incorporated in 1986 as the subsidiary of Raiffeisen Zentralbank Österreich Aktiengesellschaft ("**RZB**", the legal predecessor of Raiffeisen Bank International AG – "**RBI**", RBI and its fully consolidated subsidiaries, the "**RBI Group**").

The Issuer has a license from the Hungarian National Bank (*Magyar Nemzeti Bank* ("**MNB**")) to pursue all types of financial services listed in the Act CCXXXVII of 2013 on credit institutions and financial enterprises (the "**Hungarian Banking Act**") (except for issuance of electronic money) and for certain investment services. It operates as a universal bank servicing corporate customers (large, medium and small companies) as well as private individuals, micro companies and entrepreneurs.

In 1997 the Issuer was also registered as an investor intermediary and since then it has continued to perform this activity.

The Issuer has, over the years, developed a large network of branch offices covering the Hungarian market and it has incorporated subsidiaries dealing in specific areas, currently including: Raiffeisen Corporate Leasing Kft., Raiffeisen Investment Fund Management Zrt., Raiffeisen Bank Service Centre Kft., Raiffeisen Insurance Mediator Kft., SCT Kárász utca Kft. As at 31 December 2021, the Issuer had a network of 66 branch offices, supplemented by subsidiary companies offering leasing, asset management and insurance brokerage services. The number of customers amounted to more than 447,000 at that date. The Issuer offers numerous services through digital channels, such as mobile and online banking and digital wallets.

Following intragroup reorganizations, since 2021 the Issuer's sole shareholder has been Raiffeisen CEE Region Holding GmbH, Austria ("**RCRH**") (with a stake of 100% of the shares). RCRH is an Austrian company indirectly held by RBI and registered with Commercial Court of Vienna under number FN 286845 g, with its registered seat at 9 Am Stadtpark AT-1030 Vienna, Austria, which holds 100 % of the Issuer's share capital as of the date of this Prospectus.

General information about the Issuer

The Issuer's legal name is Raiffeisen Bank Zrt., and its commercial name is Raiffeisen Bank. The Issuer is organised as a solely owned joint-stock company incorporated and carrying out its activity in accordance with Hungarian law. The Issuer is registered with the Metropolitan Tribunal Court of Registration (*Fővárosi Törvényszék Cégbírósága*) under company registration number Cg. 01-10-041042 and is a Hungarian tax resident. The Issuer's legal entity identifier (LEI) code is LEI: 5493001U1K6M7JOL5W45.

The Issuer's registered office is located in Budapest, Hungary and its business address is Váci Street 116-118, 1133 Budapest, Hungary, its general telephone number is: +36 1 484 4684 and its website is www.raiffeisen.hu. The information on the Issuer's website does not form part of this Prospectus unless that information is explicitly incorporated by reference into this Prospectus (please see "*Financial Information and Documents Incorporated by Reference*" below).

Statutory auditors

For the fiscal year 2020, the Issuer appointed KPMG Hungary Limited (000202) ("**KPMG**") with its registered seat at Váci str. 31., 1134, Budapest, Hungary as the auditor of the Issuer's consolidated financial statements, which were prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**"). KPMG conducted its audit in accordance with

Hungarian National Standards on Auditing and applicable laws and issued an unqualified auditor's report. KPMG is a member of the Chamber of Hungarian Auditors.

For the fiscal year 2021, the Issuer changed its auditor. The independent auditor of the Issuer since the fiscal year 2021 is Deloitte Auditing and Consulting Limited (000083) ("**Deloitte**") with its registered seat at Dózsa György u. 84/C, 1068, Budapest, Hungary. The Issuer's financial statements for the year ending 31 December 2021 have been prepared in accordance with IFRS. Deloitte has conducted its audit in accordance with Hungarian National Standards on Auditing and applicable laws and issued an unqualified auditor's report. Deloitte is a member of the Chamber of Hungarian Auditors. Deloitte has no material interest in the Issuer.

Recent events

The Issuer is not aware of any recent events (i.e. occurring after the most recent published audited consolidated financial statements of the Issuer as of 31 December 2021) which are particular to the Issuer that are to a material extent relevant to the evaluation of its solvency.

Credit ratings

The Issuer has obtained ratings from Moody's Investor Service, Limassol ("**Moody's**"). As of the date of this Prospectus, the rating of the Issuer is:

- Long-Term Rating: A3
- Long-Term Bank Deposit Rating: A3

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

2. Business Overview

2.1 Principle areas of activity

The Issuer's statutory purpose is to engage in banking and financial business, investment banking and in other related activities in compliance with the applicable laws and within the authorisation for operations granted by the MNB.

The Issuer's core area of business activity is monetary intermediation and the principal object of activity are activities related to monetary intermediation.

2.2 General presentation of main categories of the products sold and services performed

The Issuer operates in the Hungarian market.

The Issuer's business activities are subdivided into the following segments:

- Corporate Banking;
- Retail Banking;
- Micro Business;
- Capital Markets;
- Financial Institutions/Sovereigns; and
- Treasury / Asset and Liability Management.

The Issuer is a universal commercial bank, providing services to large corporate customers, small and medium-sized enterprises, retail clients, financial institutions and institutional clients. The Bank also performs, *inter alia*, operations on the domestic and international money and capital markets and asset

management. The Bank is well integrated into the local financial and banking infrastructure and is licensed by the MNB to act as a primary and secondary dealer for the Hungarian government securities.

Corporate Banking

In the course of its activity, the Issuer has developed beneficial relations with its corporate clients. The Issuer has a well-balanced portfolio, including leading representatives from all growing and export-oriented sectors of the economy, including agribusiness, manufacturing, wholesale, pharmaceuticals, information technology and others. The Issuer is a reliable partner for many international companies and is a participant in several syndicated loans.

As a universal bank, the Issuer offers its range of banking products, including lending, factoring, cash management, documentary operations, deposits, foreign exchange transactions, and financial derivatives designed for small, medium and large companies. The Bank continues to develop its function as a provider of innovative services, offering a wide range of web solutions through its online mobile and internet platform and foreign exchange web-based platform. The Issuer also focuses on the development of Environment, Social and Governance related (ESG) finance products and services.

The Issuer invests significantly in the modernisation of its IT infrastructure and systems. The Issuer is actively involved in the development of best practices for innovative and adaptive solutions both in the Hungarian market and within the RBI Group.

Retail Banking

The Issuer offers various banking products to private individual customers, such as personal loans, mortgage loans, credit cards and overdrafts, as well as multiple saving and investment solutions in local and foreign currencies. In its activity, the main aim is to develop and provide private individual customers with innovative and digital banking products and services in line with the dynamic expectations and needs of private individual customers in their day-to-day lives.

The mobile banking platform is constantly developed through the introduction of new, modern design and functionalities. For example, clients may take advantage of the convenience of ordering bank transfers using only their phones.

Micro business

The Issuer offers a wide range of financial products and solutions for micro businesses, including lending, day-to-day banking, deposits, as well as payments solutions through its online mobile and internet platform. The aim is to expand its online services for small businesses to provide full remote administration to its customers by creating a digital ecosystem. The micro business segment focuses on serving businesses with annual net sales of less than EUR 810,960 (HUF 296 million), including freelance professionals.

The main priorities of the Micro business are focused on:

- Acquiring new customers and maintaining relationships with micro businesses by providing high-quality services and building long-term partnerships.

- Providing micro companies with access to local state-subsidized loans (Széchenyi GO Program).

- Increasing digitalization and continuously developing digital channels (such as the Issuer's VideoBank service), expanding electronic services (such as the Issuer's Scan&GO application) and introducing electronic, cash-free digital solutions like innovative QR code payments and launching cash-in ATMs to facilitate the day-to-day financing needs of its customers.

- Increasing customer satisfaction by providing complex and competent services and continually improving service quality.

Sales and Distribution Channels

The Issuer has a nationwide network of 66 branches. The branches are staffed by trained professionals who provide comprehensive financial advice to clients, as well as a range of products and services tailored to the needs of each client.

The Issuer has its own call centre, which provides continuous service to clients during regular business hours. The call centre handles a wide range of enquiries on products and services and provides solutions to customers.

Customers can reach the bank through various communication channels, including in person at the Issuer's branches, by telephone and through an increasing number of different digital channels such as video calls, RaiConnect service, webchat as well as through the MyRaiffeisen mobile application and Direktnet service.

In response to the digitalisation of the banking sector, the Issuer will further develop its digital channels and will continuously improve and update its website, internet and mobile banking sales channels.

Capital Markets

The capital markets related sectors of the Bank ("**CM**") cover the needs of the Issuer's customers interested in the capital markets products and are responsible for the management of all risks linked to customers' transactions, as well as transactions with financial instruments. The Issuer covers all customer segments for specific products that it may sell based on the approved distribution model, as well as being involved in interbank transactions for the purposes of managing customer demand and for undertaking risks, based on the approved trading model and the market risk set of limits approved specifically for CM. The Issuer is an active participant in the local debt and capital markets.

The Issuer is a member of the Budapest Stock Exchange ("**BSE**") and customer of the Hungarian Central Depository ("**KELER**"). In these capacities, the Issuer provides a number of services to its customers, both local and foreign:

- Direct participation in the primary market of Hungarian government securities;
- Access to the secondary market of Hungarian and foreign government securities, Eurobonds and corporate bonds;
- Securities trading in financial instruments listed on the BSE;
- Securities trading in numerous international financial markets;
- Initial and secondary public offerings of securities;
- Structuring and placement of domestic and foreign debt;
- Tender offers for the purchase of securities;
- Foreign currency and interest rate hedging;
- Safekeeping of assets / Global custodial service; and
- Mergers and acquisition advisory service.

As part of an international banking group, the Issuer successfully implements the experience of the other sister network banks in the region and offers alternative solutions to its clients based on a wide range of available financial instruments. The Issuer is also very active on the local market in relation to foreign exchange. It offers a wide range of currencies and related services, including products to hedge foreign exchange risk for the relevant customer segments. The Issuer also engages in interest rate derivatives in order to allow its corporate customers the possibility to hedge floating rate exposures.

Financial Institutions / Sovereigns

The Financial Institutions / Sovereigns Department ("**FI/S**") is responsible for the relationship between the Issuer and various domestic and foreign bank and non-bank financial institutions. This includes commercial banks, investment banks, insurance companies, leasing companies (having a financial group as the main shareholder), investment funds, pension funds, brokerage companies, finance companies, payment service providers, selected exchange house companies, central governments, international organisations, and supranational organisations.

FI/S is also responsible for custody products and depository solutions for insurance companies, investment intermediaries, investment funds, pension funds and corporate customers. The Issuer specialises in providing a wide range of custodian and depository services on more than 60 markets via it's sub-depositories.

The Issuer develops its relations with banking and non-banking financial institutions in the country and abroad, as well as with international organisations.

Treasury / Asset and Liability Management

The Treasury / Asset and Liabilities Department is responsible for the strategic management of the Issuer's assets and liabilities with the goal of ensuring a stable net interest income while maintaining a stable liquidity position of the Issuer.

The management of the balance sheet considers both the liquidity and interest rate perspective and is performed by using a set of tools, including an internal funds transfer pricing system for both liquidity and interest rate risk management purposes. The internal funds transfer pricing system is based on market rates and is designed to allocate all costs and benefits to the business segments. As a part of the overall risk management framework, the assets and liabilities of the Issuer are modelled and analysed in order to adequately reflect the liquidity and interest rate risk profile of the Issuer.

In order to ensure an adequate level of liquidity under stress conditions, the Issuer maintains a liquidity reserve/buffer comprised of high-quality liquid assets ("**HQLA**"), including cash held at the central bank and securities. By maintaining this reserve, the Issuer ensures alignment with internal requirements and liquidity risk regulations for stress conditions.

The Treasury/Asset and Liabilities Management Department is also responsible for the funding management of the Issuer, being responsible for the development, execution and regular updating of the Issuer's funding plan. The Issuer's funding plan is updated at least annually in accordance with the balance sheet funding needs, taking into consideration all regulatory requirements imposed by the relevant authorities.

The Issuer's diversified funding is naturally driven by a strong customer deposit base, which represented 82% of Issuer's total financial liabilities as at 31 December 2021. Private individuals' deposits are the main source of Bank's funding. Private individuals' deposits have shown an increasing trend since 2016, thus representing a stable source of funding in periods of economic growth as well as during economic downturns. Another important source of funding for the Issuer is corporate deposits. Corporate deposits have been characterised by low withdrawal rates significant growth in recent years, supporting an efficient cost of funding. Other sources of funding include long term secured loans from MNB and refinancing loans from MNB, the Hungarian Export-Import Bank ("**EXIM**") and the Hungarian Development Bank ("**MFB**").

Since 1 January 2016 Hungary joined the Single Supervisory Mechanism and the Single Resolution Mechanism, consisting of Single Resolution Board ("**SRB**") and Single Resolution Fund ("**SRF**"). The Joint Decision approving the resolution plan of RBI Group and determining the binding MREL targets of the resolution groups was received on 28 May 2021 from the resolution college consisting of SRB, MNB, the Hungarian Ministry of Finance and all other relevant authorities operating in the home countries of Raiffeisen entities. MNB is the resolution authority responsible for the Issuer. The binding MREL targets were determined by a joint decision of MNB and SRB.

The MNB determines risk-based MREL targets (in percentage of Total Risk Exposure Amount ("**TREA**")) and a non-risk-based MREL target (in percentage of the Leverage Ratio Exposure ("**LRE**")). From 1 January 2024, institutions are required to meet the full calculated MREL requirements. The first risk-based mandatory intermediate MREL target is to be met from 1 January 2022 and a planned non-binding MREL level is determined from 1 January 2023. The MNB sets these target levels with a view to achieving the final MREL requirement along a linear path. Additionally, the institution must comply with the Combined Buffer Requirement ("**CBR**") on top of the risk-based MREL requirement.

For the Issuer the official intermediate MREL target from 1 January 2022 is 20.14% of TREA. The non-binding MREL target from 1 January 2023 is 23.13% of TREA. The full MREL target from 1 January 2024 is 26.11% of TREA. The non-risk-based MREL target from 1 January 2022 is 5.84% of LRE. The MREL targets are updated yearly by MNB. MNB has not set an MREL target for Raiffeisen Corporate Lízing Zrt.

In addition, MNB determined minimum subordination requirements which were set at a level of 13.50% of TREA (excl. CBR), 5.00% of LRE and 8.00% of Total Liabilities including Own Funds (TLOF), thereby specifying the amount of the total MREL requirements that must be met with subordinated instruments such as regulatory capital, subordinated debt and non-preferred senior debt.

Capital requirements

The Issuer has established strategies for the management of risks that it faces, and policies to manage their implementation.

The main objective of the risk management activity of the Issuer is to maintain an adequate level of internal capital in relation to the risks taken, both from a regulatory (sustainability perspective) and economic (target rating perspective) point of view.

Management considers that the Issuer has an adequate level of capital for covering risks when economic capital is less than or equal to the capital, for all risks.

Due to disparities between certain regulatory and accounting provisions, the Group is not fully identical with the Regulatory Consolidation Group. The "**Regulatory Consolidation Group**" consist of:

- Raiffeisen Bank Zrt.
- Raiffeisen Corporate Leasing Kft.
- Raiffeisen Investment Fund Management Zrt.
- Raiffeisen Bank Service Centre Kft.
- SCT Kárász utca Kft.

The MNB is the competent authority in Hungary for the supervision of banks under Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment intermediaries (Basel III), in force since 1 January 2014.

The adoption of the global regulatory framework Basel III in the EU legislation under the Directive 2013/36/EC (CRD IV), introduced five capital buffers:

- Capital conservation buffer;
- Bank-specific countercyclical capital buffer;
- Systemic risk buffer;
- Buffer for global systemically important institutions – G-SII buffer; and

- Buffer for other systemically important institutions – O-SII buffer.

The capital buffers requirement under Directive 2013/36/EC (CRD IV) is transposed into Hungarian legislation through the Hungarian Banking Act.

Capital structure for the Regulatory Consolidation Group:

Capital structure (% RWA*)	**For the year ended 31 December**				
	2020		**2021**		**2022**
	Regulatory requirement	**Actual**	**Regulatory requirement**	**Actual**	**Regulatory requirement**
CET 1	4.50%	14.95%	4.50%	16.17%	4.50%
Tier 1	6.00%	17.29%	6.00%	18.35%	6.00%
CAR*	8.00%	21.94%	8.00%	22.43%	8.00%
Capital buffers:					
Conservation	2.50%	2.50%	2.50%	2.50%	2.50%
Countercyclical	0%	0%	0%	0%**	0%
O-SII	0%	0%	0%	0%	0.13%
Systemic Risk	0%	0%	0%	0%***	0%
Total capital requirements:					
CET 1	7.00%	14.95%	7.00%	16.17%	7.13%
Tier 1	8.50%	17.29%	8.50%	18.35%	8.63%
CAR*	10.50%	21.94%	10.50%	22.43%	10.63%

*CAR – Capital adequacy ratio; *RWA – Risk weighted assets

** Bank-Specific Countercyclical Capital Buffer

*** Systemic Risk Buffer capital requirements. In spring 2020, the MNB has suspended the annual review of the SyRB rates for an indefinite period, with the rates in force at 0 percent, to mitigate the expected negative effects of the pandemic

Source: Internal information of the Issuer

3. Organisational Structure

The RBI Group

The Issuer is a subsidiary of RBI and is part of the RBI Group. RBI is established in the legal form of an Austrian stock corporation under Austrian law with unlimited duration with its registered seat in Vienna, Austria and its principal place of business is located at Am Stadtpark 9, 1030 Vienna, Austria. RBI is registered with the Austrian companies register of the commercial court of Vienna under registration number FN 122119 m since 9 July 1991.

RBI operates as a credit institution according to § 1 para 1 of the Austrian Banking Act (*Bankwesengesetz*) and its shares are listed on the Vienna Stock Exchange.

RBI regards Austria, where it engages primarily in corporate and investment banking, as well as Central and Eastern Europe ("**CEE**") as its home market. The RBI Group is a universal banking group offering banking and financial products as well as services to retail and corporate customers, financial institutions and public sector entities predominantly in or with a connection to Austria and CEE.

In CEE, RBI operates through subsidiary banks in Albania, Belarus, Bosnia and Herzegovina, Bulgaria[38], Croatia, Czech Republic, Hungary, Kosovo, Romania, Russia, Serbia, Slovakia and Ukraine as well as through a branch in Poland and leasing companies and numerous specialized financial service providers.

Additionally, the RBI Group comprises numerous other financial service providers, for instance in the fields of leasing, asset management, as well as M&A. To support its business activities, RBI operates representative offices and service branches at selected Asian and Western European locations.

The RBI Group is present in Hungary through its indirectly owned (directly or indirectly owned by the Issuer) subsidiaries on different segments of the financial market: banking, investment fund management, leasing and the savings and crediting in collective system for housing segment.

Principal subsidiaries of the Issuer

As of the date of this Prospectus the Issuer is the sole shareholder of the following companies:

- **Raiffeisen Corporate Leasing Kft.**

Raiffeisen Corporate Leasing Kft. has been active on the Hungarian leasing market for 24 years. The main products offered to clients are leasing of equipment, vehicles, facilities and real estate.

- **Raiffeisen Investment Fund Management Zrt.**

Raiffeisen Investment Fund Management Zrt. was established in 1997 and registered with National Bank of Hungary to manage individual portfolios in its own discretion, without special orders, and providing investment advice on securities.

- **Raiffeisen Bank Service Centre Kft.**

Raiffeisen Bank Service Centre Kft. was established to provide certain processes to the parent company. The company's scope of activities includes call centre, collection, operation, credit center and payroll processes, complaint management.

- **Raiffeisen Insurance Mediator Kft.**

Raiffeisen Insurance Broker Kft. is a company founded in 2005, and registered with the National Bank of Hungary to provide insurance intermediation activities.

- **SCT Kárász utca Kft.**

SCT Kárász utca Kft. was established in 2001 to operate the real estate of the Szeged and the Váci branch of Raiffeisen Bank Zrt.

Dependencies on other entities within the RBI Group

The Issuer is operationally independent from the RBI Group, but strategically integrated in the RBI Group's operations, which influences the Issuer's strategic direction through its ownership position. As such, material changes in the strategy at the RBI Group level can result in changes with regards to

[38] On 15 November 2021, RBI has reached an agreement on the disposal of 100 per cent of the shares of its Bulgarian subsidiary, Raiffeisenbank (Bulgaria) EAD, to KBC Bank, a fully owned subsidiary of Belgium-based KBC Group NV. The transaction is subject to a successful closing and regulatory approvals. Closing is expected by mid-2022.

strategic direction at the Issuer level. Also, the Issuer represents the RBI Group within the Hungarian market, thus any perceived adverse effect at the RBI Group level may have an adverse effect on the Issuer.

4. Trend Information

4.1 Material adverse changes in the prospects of the Issuer since the date of its last published audited financial statements

Since 31 December 2021, there have been no material adverse changes in the prospects of the Issuer.

4.2 Significant change in the financial performance of the Group since the end of the last financial period for which financial information has been published

Since 31 December 2021, there have been no significant changes in the financial performance of the Group to the date of this Prospectus.

4.3 Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year

The Issuer has identified the following trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on its prospects for at least the current financial year:

- ***Ukrainian conflict***

  The ongoing war in Ukraine (i.e. Russian invasion) and the sanctions against Russia have had a material impact on the Hungarian economy. Hungary has a common border and significant business ties with Ukraine and the economy depends largely on imports of Russian natural gas for its energy supply. While it is not possible to fully assess the potential consequences of the hostilities, the impact on the Hungarian economy could be significant, especially if it leads to an interruption in the supply of natural gas. For example, the conflict has exacerbated already elevated inflation levels through increased prices for energy and commodities. In addition, the conflict could cause investors to reprice risks associated with the Hungarian economy, resulting in a weaker currency and higher interest rates. As a result, Hungary could experience slowing economic growth, decreasing investment and rising unemployment. Such developments could adversely affect the Issuer's business, for example, by increasing its cost of funding, causing increasing numbers of borrowers to default on their loans or decreasing demand for loans. The consequences of the hostilities in Ukraine could therefore adversely affect the Issuer's business, prospects, results of operations or financial condition.

- ***Continuing increasing regulatory requirements.***

  The regulatory requirements (as implemented by the CRR, CRD IV and BRRD) and the respective amendments (in particular the EU Banking Package and the Basel III reforms (for further details see also in the section Risk Factors under "*The Issuer is subject to substantial regulation and supervision. Any new governmental or regulatory requirement and/ or any change in perceived levels of adequate capitalisation and leverage could subject the Issuer to increased capital and MREL requirements and require the Issuer to obtain additional capital or liquidity in the future.*")), as well as any stress tests conducted by the competent authorities, will likely result in increased requirements for the Issuer, in particular on its capital and liquidity planning, which may restrict the Issuer's margin and potential for growth.

- ***General trends regarding the financial services industry.***

  The uncertainties affecting the financial services sector, in addition to the effects of the COVID-19 pandemic, continue to include the development of the macroeconomic environment. The financial services sector is affected by the related volatility in financial markets and potential

general economic downturn. Thus, the Issuer may not be able to escape the effects of corporate insolvencies, deteriorations in the creditworthiness of borrowers and valuation uncertainties. Similarly, the low interest rate environment could affect the behaviour of investors and customers alike, which may lead to weaker fee income for the Issuer and/or pressure on the interest rate spread.]

- ***COVID-19 pandemic***

  The ongoing COVID-19 pandemic has impacted the Issuer's 2020 and 2021 results. During 2021, significant actions were undertaken by international and local authorities aiming to mitigate the short-term negative effects of the COVID-19 pandemic, but the pace of the economic recovery remains uncertain. In addition, due to the novelty of many such measures, the long-term impact and effects of the ongoing COVID-19 pandemic cannot be fully assessed at this time, and uncertainty may linger for a significant period, triggering potential negative consequences for the business prospects of the Issuer.

4.4 Profit Forecasts or Estimates

Not applicable. This Prospectus does not contain profit forecasts or estimates.

5. Administrative, Management and Supervisory Bodies

5.1 Members of the administrative, management and supervisory bodies of the Issuer

The Issuer is managed in a two-tier management system consisting of the Board of Directors and the Audit Committee.

Two members of the Board of Directors and one member of the Audit Committee may be contacted at the Issuer's business address at Váci Street 116-118, 1133 Budapest, Hungary.

The two-tier management system allows for the segregation of the Issuer's management responsibilities, which are carried out by the Board of Directors, from the responsibilities of control/supervision that are fulfilled by the Audit Committee.

The Audit Committee

The Audit Committee exercises ongoing control over the Issuer's management activity conducted by the Board of Directors. The Audit Committee consists of at least three, but no more than fifteen, members appointed by the Sole Shareholder for a fixed term of office of no longer than five (5) years (re-election for additional mandates is permitted). The Audit Committee fulfils the role of a supervisory board.

The Board of Directors

The Board of Directors of the Issuer ensures the management of the Issuer's business and consists of between three and eleven members appointed by the Sole Shareholder for a fixed term of office of no longer than five (5) years (re-election for additional mandates is permitted).

At the date of this Prospectus, the current members of the Audit Committee and the Board of Directors listed below hold the following additional supervisory/management board mandates or similar functions in various companies as of the date of this Prospectus.

Member	*Major functions outside the Issuer*
Members of the Issuer's Board of Directors	
Andreas Gschwenter	Raiffeisen Bank International AG - Executive Board-Member AO Raiffeisenbank - Remuneration Committee - Vice chairman AO Raiffeisenbank - Supervisory Board - Member Österreichische Raiffeisen - Sicherungseinrichtung eGen - Supervisory Board - Member Raiffeisen Bank S.A. - Audit Committee - Member Raiffeisen Bank S.A. - Supervisory Board - Member Raiffeisen Bank Zrt. - Supervisory Board - Chairman Raiffeisen Informatik Geschäftsführungs GmbH-Audit Committee - Ersatzmitglied für RBI Vertreter Raiffeisen Informatik Geschäftsführungs GmbH - Personnel Committee - Member Raiffeisen Informatik Geschäftsführungs GmbH - Supervisory Board - Vice chairman Raiffeisenbank a.s. - Supervisory Board - Member RSC Raiffeisen Service Center GmbH - Committee - Member RSC Raiffeisen Service Center GmbH - Supervisory Board - Vice chairman Tatra banka, a.s. - Supervisory Board – Member
György István Zolnai	Member of the chairmenship of Magyar Bankszövetség
Ferenc Kementzey	Raiffeisen Corporate Lízing Zrt. member of the Board of Directors
Peter Jacenko	Raiffeisen Bank International AG- Head of Retail Risk Management Raiffeisen Bank d.d. Bosna i Hercegovina - Supervisory Board Chairman Raiffeisen banka a.d.-Supervisory Board Vice Chairman Raiffeisenbank Austria d.d. - Supervisory Board Vice Chairman Raiffeisen Bausparkasse GmbH - Supervisory Board member
Valerie Brunner	UNIQA Group Versicherungen AG - Supervisory Board member Syrena Immobilien Holding AG - Supervisory Board Chairman
Daniel Rath	Raiffeisen-Leasing GmbH - Deputy Chairman of the Supervisory board Raiffeisen-Leasing Management GmbH - Member of the Supervisory board
Iryna Arzner	Raiffeisen Bank International AG-Retail Customer Success&Monetization Lead

Members of the Issuer's Audit Committee	
Georg Feldscher	Chief Risk Officer, Member of the Management Board of Raiffeisenbank Austria d.d., Zagreb, Croatia Member of Supervisory Board of Raiffeisen Consulting d.o.o., Zagreb Member of Supervisory Board of Raiffeisen Mirovinsko Osiguravajuce društvo d.d., Zagreb, Croatia Member of Supervisory Board of Raiffeisen Leasing d.o.o., Zagreb, Croatia
Katalin Igaz	Supervisory Board member of Hungarian Civil Liberties Union (TASZ)
dr. Mercedes Tóthné dr. Szabó	DAV Property Kft. - Managing Director Ötödik Vagyonkezelő Kft. - Managing Director

5.2 Administrative, Management and Supervisory bodies' Potential Conflicts of Interest

The Issuer is not aware of any undisclosed unmanaged conflicts of interest between the obligations of the Issuer's Audit Committee members and/or the members of the Board of Directors and their private or other interests.

In addition, the Issuer has internal provisions pursuant to Regulation (EU) No 575/2013 regarding the prudential requirements for credit institutions as well as compliance rules (taking into account the relevant Hungarian legal provisions under Act V of 2013 on the civil code, and the Hungarian Banking Act), as well as the Joint ESMA and EBA Guidelines on the assessment of suitability of members of the management body and key function holders.

Their objective is to prevent conflicts of interest which may adversely affect the interests of customers or of the Issuer. If any conflicts of interest are identified with respect to the members of the Board of Directors and/or the Audit Committee, procedures are in place for measures to be taken to manage and disclose such conflicts of interest. The guidelines and rules also cover actual or potential conflicts which may affect the Issuer, the employees themselves (including management), their spouses/partners, children or other family members living in the same household to the extent that these persons have a close relationship with customers or other contractual partners (in particular suppliers) or issuers of financial instruments.

Each Board of Directors member undertakes to avoid any personal conflict of interest and undertakes to inform the other Board of Directors members in case he finds himself conflicted. For the avoidance of doubt, the exercise of functions in Group companies shall not be considered as a conflict of interest. No actual or potential conflicts of interest exist in respect of any member of the Board of Directors or Audit Committee between his duties to the Issuer and his private or other interests or duties. Members of the Board of Directors or Audit Committee may enter into business transactions with the RBI Group in the ordinary course of business on an arm's length basis.

Members of the administrative, management and supervisory bodies of the Issuer who are serving on Board of Directors or Audit Committee or performing any similar functions in other companies/foundations, may, in individual cases, be confronted with conflicts of interest arising in the context of the Issuer's banking operations if the Issuer maintains active business relations with such other companies/foundations. Generally, members of the Issuer´s executive bodies serving on Board of Directors or Audit Committee outside the Issuer, including customers of and investors in the Issuer, in individual cases, may be confronted with potential conflicts of interest if the Issuer maintains active business relations with said companies.

As at the date of this Prospectus, the issuer is not aware of any conflicts of interest between the duties of the Issuer's administrative, management and supervisory bodies and their private interests and/or other duties.

6. Share Capital and Major Shareholders

6.1 Share capital of the Issuer

The share capital of the Issuer is HUF 50,000,090,000 (fifty billion ninety thousand Hungarian forints) (the "**share capital**"), which has been fully contributed in cash. The share capital of the Issuer is the total of the face value of all the Issuer's shares.

The amount of the equity of the Issuer must not be lower than the amount of subscribed capital prescribed as a minimum in Act CXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "**Banking Act**"), that is two billion Hungarian forints. Should the amount of the Issuer's equity fall below two billion Hungarian forints, the National Bank of Hungary may provide a period not longer than eighteen months for the Issuer to fill up its equity.

Should the equity of the Issuer fall below the amount of the Issuer's subscribed capital, the National Bank of Hungary may order the Board of Directors of the Issuer to call on the Sole Shareholder to take decision. The Sole Shareholder shall decide to reduce the subscribed capital of the Issuer, or make sure and restore the amount of the equity of the Issuer at least to the amount defined for subscribed capital.

The share capital of the Issuer is divided into 5,000,009 (five million nine) pieces of 'T' series registered common shares (the "**common shares**") having a face value of HUF 10,000 (ten thousand Hungarian forints) each. The shares of the Issuer are registered, dematerialised shares. The Issuer as a one member joint-stock company cannot acquire its own shares. All-inclusive shareholders' rights assured by the relevant laws and these Articles of Association are attached to the common shares issued by the Issuer. The shares of the Issuer are not listed on any market.

6.2 Shareholders of the Issuer

The Issuer's sole shareholder as of December 2021 is RCRH. RCRH is indirectly held by RBI (100%). Thus, the Issuer is indirectly a 100% subsidiary of RBI. Hence, RCRH exercises direct control over the Issuer through 100% of voting rights and, implicitly, through the right to appoint most of the members in the Board of Directors and Audit Committee.

The capital of the Issuer can be increased upon decision of the sole shareholder through the means provided by the applicable Hungarian legislation:

- with the issue of new shares,
- against the Issuer's assets held in excess of share capital,
- with the issue of employee shares,
- with the issue of convertible or converting bonds, as a conditional capital increase.

The Articles of Association of the Issuer do not provide for rights of the Audit Committee and the Board of Directors, related to the increase of the Bank's capital or acquisition of own shares arrangements, the operation of which may at a subsequent date result in a change in control of the Issuer.

The source of the abovementioned information is internal data as of 31 December 2021.

7. Financial Information

Selected Financial Information of the Issuer

	31 December 2020 (audited)	31 December 2021* (audited)
Key profitability and efficiency ratios		
Number of branches	70	66
Net interest income (HUF mn)	52,671	67,917
Net fee and commission income (HUF mn)	49,772	57,793
Operating expenses (HUF mn)	54,718	56,750
Cost to income ratio[1] (without transaction fee and taxes)	51.51%	43.77%
Impairment losses (HUF mn)	-8,214	-5,607
Profit after tax (HUF mn)	12,939	36,734
Return on equity[2] after tax	5.3%	14.0%
Return on assets[3] after tax	0.4%	1.0%
Net interest margin[4]	1.85%	1.97%
Provisioning ratio[5]	0.53%	0.35%
Total assets (HUF mn)	3,202,846	3,825,288

[1] Cost/Income — Cost/Income ratio is an economic metric and shows the company's costs in relation to its income. The ratio gives a clear view of operational efficiency. Banks use the cost/income ratio as an efficiency measure for steering the bank and for easily comparing its efficiency with other financial institutions. General administrative expenses in relation to operating income (before impairment) are calculated for the cost/income ratio. General administrative expenses comprise staff expenses, other administrative expenses and depreciation/amortization of intangible and tangible fixed assets, other operating expenses without transaction fee and other taxes, and deduction of other operating income and deduction of profit or (-) loss from non-current assets and disposal groups classified as held for sale not qualifying as discontinued operations. Operating income comprises net interest income, dividend income, current income from investments in associates, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting.

[2] Return on equity — Return on equity ratio is a profitability ratio which assesses how well equity is used to generate profit. It provides a profitability measure for both management and investors by expressing the net profit for the period as presented in the income statement as a percentage of the respective underlying (either equity related or asset related). Return on equity demonstrates the profitability of the bank on the capital invested by its shareholders and thus the success of their investment. Return on equity is a useful measure to easily compare the profitability of a bank with other financial institutions. Return on the total equity including non-controlling interests, i.e. profit before tax respectively after tax in relation to average equity on the statement of financial position. Average equity is calculated on year-end figures.

[3] Return on assets — Return on assets (ROA) is a profitability ratio and measures how efficiently a company can manage its assets to produce profits during a period. It is computed by dividing profit before tax/after tax by average assets (based on total assets, average means the average of year-end figures).

[4] Net interest margin — Net interest margin is used for external comparison with other banks as well as an internal profitability measurement of products and segments. It is calculated with net interest income set in relation to average interest-bearing assets (total assets less investments in subsidiaries and associates, tangible fixed assets, intangible fixed assets, tax assets and other assets).

[5] Provisioning ratio — Provisioning ratio is an indicator for development of risk costs and provisioning policy of an enterprise. It is computed by dividing impairment or reversal of impairment by total gross loans to customers (categories: financial assets measured at amortized cost and financial assets at fair value through other comprehensive income).

	31 December 2020	31 December 2021*
	(audited)	(audited)
Gross carrying amount of loans and advances to clients (HUF mn)	1,535,329	1,595,344
Deposits from customers (HUF mn)	2,383,080	2,870,117
Loan to deposit ratio[6].....	64.4%	55.6%
Deposit from banks (HUF mn)	405,898	491,295
Key risk ratios		
Impairment/loss allowance related to loans and advances to clients (HUF mn)	51,256	60,114
NPL[7] exposures (HUF mn).....	57,334	76,168
NPL ratio[8]	3.7%	4.8%
NPL coverage ratio[9].....	89.4%	78.9%
Total capital specific key ratios		
Common Equity Tier 1 capital (HUF mn).....	201,310	232,486
Additional Tier 1 capital (HUF mn)	31,445	31,445
Tier 2 capital	62,548	58,608
Total Regulatory Capital (HUF mn)	295,303	322,539
Risk – weighted asset[10] (HUF mn)	1,346,221	1,437,984

[6] Loans/deposits — Loan/deposit ratio indicates a bank's ability to refinance its loans by deposits rather than wholesale funding. It is calculated with loans to non-financial corporations and households in relation to deposits from non-financial corporations and households.

[7] NPL — A default and thus a non-performing loan pursuant to Article 178 CRR applies if it can be assumed that a customer is unlikely to fulfil all of its credit obligations to the bank, or if the debtor is overdue at least 90 days on any material credit obligation to the bank.

[8] NPL ratio — NPL ratio is a risk ratio which assesses the quality of a portfolio by showing the percentage of loans which are unlikely to be paid over the gross loan volume. NPL ratio is expressed as: Non-performing loans and advances and debt securities to Nonbanks and Banks other than held for trading / Loans and advances to Nonbanks and Banks (gross carrying amount balance sheet and off-balance sheet; including "Cash balances at central banks" and "Other demand deposits") and Debt securities.

[9] NPL coverage ratio — NPL coverage ratio is a risk ratio which assesses how well is the NPL volume covered with balance sheet and off-balance sheet provisions. NPL coverage ratio is expressed as: Allowances for credit-impaired for non-performing loans (Stage 3) / Non-performing loans and advances and debt securities to Nonbanks and Banks other than held for trading.

[10] Risk-weighted assets — Risk-weighted asset (RWA) is a bank's assets adjusted for risk. Risk-weighted assets are used to determine the minimum amount of regulatory capital that must be held by banks to maintain their solvency. This minimum is defined for each type of bank risk exposure: credit, market, operational, counterparty and credit valuation adjustment risks. The riskier the asset, the higher the RWAs and the greater the amount of regulatory capital required. For capital requirements, the Issuer uses F-IRB approach.

Leverage ratio — Leverage ratio is expressed as:

Capital measure/Exposure measure

The capital measure for the leverage ratio is the Tier 1 capital. Tier 1 capital is the sum of Common Equity Tier 1 and Additional Tier 1 capital, net of the regulatory adjustments. The total exposure measure is the sum of
- on-balance sheet exposures,
- derivative exposures,

	31 December 2020 (audited)	31 December 2021* (audited)
CET 1 capital ratio[11]	14.95%	16.17%
Tier 1 capital ratio.....	17.29%	18.35%
Total capital ratio.....	21.94%	22.43%
Leverage ratio	6.99%	6.69%
Liquidity risk specific key ratio.....		
Liquidity Coverage Ratio[12] (LCR)	267.50%	317.10%
LCR High Quality Liquid Assets (HUF mn).....	678,299	736,980
LCR Net Outflows (HUF mn)	253,600	232,448
Net Stable Funding Ratio (NSFR)[13]	-[14]	147.32%

** based on Consolidated and Audited IFRS-EU Financial Statements of the Issuer*
Source: Internal information and calculation of the Issuer

- securities financing transaction exposures, and
- off-balance sheet items.

This generally follows the accounting values, complemented by specific treatments for exposures related to derivative transactions, securities financing transactions and off-balance sheet items.

[11] Capital ratios

Total capital specific key figures Definition
CET1 / Tier 1 / Total capital ratio are expressed as:

CET1 / Tier 1 / Total capital/Risk-weighted assets

Regulatory capital consists of three categories, each governed by a single set of criteria that instruments are required to meet before inclusion in the relevant category:

- Common Equity Tier 1 (going-concern capital),
- Additional Tier 1 (going-concern capital),
- Tier 2 Capital (gone-concern capital).

Total regulatory capital is the sum of Common Equity Tier 1, Additional Tier 1 and Tier 2 capital, net of regulatory adjustments.

[12] Liquidity coverage ratio

Liquidity risk specific key ratio Definition
The LCR is designed to ensure that banks hold a sufficient reserve of high-quality liquid assets (HQLA) to allow them to survive a period of significant liquidity stress lasting 30 calendar days. The supervisory scenario capturing the period of stress combines elements of bank-specific liquidity and market-wide stress and includes many of the shocks scenarios. The 30-calendar-day stress period is the minimum period deemed necessary for corrective action to be taken by the bank's management or by supervisors. The ratio is expressed as: stock of HQLA / Total net cash outflows over the next 30 calendar days.

Source: Internal information of the Issuer

[13] Net stable funding ratio

Measuring the effect of a prolonged liquidity stress scenario according to the Basel III methodology. Requires the institution to cover the long-term or otherwise stable assets with long-term or otherwise stable liabilities. An NSFR ratio over 100% means that the institution is resilient to such a shock. NSFR % = Available Stable Funding (ASF) / Required Stable Funding (RSF).

[14] The 100% NSFR requirement entered into force on 28 June 2021.

Source: Internal information of the Issuer

8. Legal and Arbitration Proceedings

The issuer is not involved and for the twelve months preceding the date of this Prospectus has not been involved in any governmental, legal or arbitration proceedings which may have, or have had in the recent past significant effects on the Issuer and/or Group's financial position or profitability.

9. Material Contracts

The Issuer and its subsidiaries have not entered into any material contracts outside the ordinary course of business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of the Notes.

10. Third Party Information

If and to the extent information contained in this Prospectus, as supplemented from time to time, has been sourced from a third party, the Issuer confirms that to the best of its knowledge this information has been accurately reproduced and that, so far as the Issuer is aware and able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

11. Documents Available

This Prospectus, any supplements hereto and the documents incorporated herein by reference are available on the Issuer's Website (www.raiffeisen.hu**)** and on the website of the Luxembourg Stock Exchange (www.bourse.lu). The day of such first publication is deemed to be the valid day of publication.

This Prospectus is valid for a period of twelve months from the date of its approval.

All documents mentioned above, and the Issuer's Articles of Association will be available together with this Prospectus for at least ten years after the publication of this Prospectus free of charge at the Issuer's registered office and on the Issuer's Website (www.raiffeisen.hu).

The English language convenience translation of the Issuer's Articles of Association can be inspected under "Legal Declaration" at https://www.raiffeisen.hu/web/english/raiffeisen-group/raiffeisen-bank-in-hungary/legal-declaration.

The Sustainability Bond Framework and the Second Party Opinion are available on the Issuer's website:

Sustainability Bond Framework:
https://www.raiffeisen.hu/documents/10165/12833/RB_Hungary_Sustainability_Bond_Framework.pdf
Second Party Opinion:
https://www.raiffeisen.hu/documents/10165/12833/RB_Hungary_Second_Party_Opinion.pdf

Neither the Sustainability Bond Framework nor the Second Party Opinion form part of or are incorporated by reference into this Prospectus.

TAXATION

THE TAX LAWS OF THE INVESTOR'S STATE OF RESIDENCE AND OF THE ISSUER'S STATE OF INCORPORATION MIGHT HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE INVESTORS IN NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO WHICH COUNTRIES' TAX LAWS COULD BE RELEVANT TO ACQUIRING, HOLDING AND DISPOSING OF NOTES AND RECEIVING PAYMENTS OF INTEREST, PRINCIPAL AND/OR OTHER AMOUNTS UNDER THE NOTES AND THE CONSEQUENCES OF SUCH ACTIONS UNDER THE TAX LAWS OF THOSE COUNTRIES.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Raiffeisen Bank International AG, Raiffeisen Bank Zrt. and any new dealer appointed under the Programme (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, Dealers are set out in a Dealer Agreement dated 15 June 2022 made between the Issuer and Raiffeisen Bank International AG, Raiffeisen Bank Zrt., as may be amended or restated from time to time (the "**Dealer Agreement**"). If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and a single Dealer for that Tranche to be issued by the Issuer and subscribed by that Dealer, the method of distribution will be described in the relevant Final Terms as "Non-Syndicated" and the name of that Dealer and any other interest of that Dealer which is material to the issue of that Tranche beyond the fact of the appointment of that Dealer will be set out in the relevant Final Terms. If in the case of any Tranche of Notes the method of distribution is an agreement between the Issuer and more than one Dealer for that Tranche to be issued by the Issuer and subscribed by those Dealers, the method of distribution will be described in the relevant Final Terms as "Syndicated", the obligations of those Dealers to subscribe the relevant Notes will be joint and several and the names and addresses of those Dealers and any other interests of any of those Dealers which is material to the issue of that Tranche beyond the fact of the appointment of those Dealers (including whether any of those Dealers has also been appointed to act as Stabilisation Manager in relation to that Tranche) will be set out in the relevant Final Terms.

Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

1. United States of America

Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

2. Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specify the legend entitled "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning Directive (EU) 2016/97 ("**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

3. United Kingdom

3.1 Prohibition of sales to UK Retail Investors

Unless the relevant Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

3.2 Other UK regulatory restrictions

Each Dealer has represented, warranted and agreed that:

(a) ***Financial promotion:*** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

4. General

Each Dealer has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws

and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Prospectus.

GENERAL INFORMATION

1. Authorisation

The establishment of the Programme was authorised by resolution of the Management Board of the Issuer on 5 April 2022 and resolution of the Board of Directors of the Issuer on 8 April 2022 and resolution of RCRH as the Issuer's sole shareholder on 8 April 2022. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

2. Issue Price and Yield

Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the applicable Final Terms. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes set out in the applicable Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

3. Conflicts of Interest

The Dealers and their affiliates may be customers, borrowers or creditors of the Issuer and its affiliates. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial Notes (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or Notes of the Issuer and its affiliates. Certain of the Dealers of their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer and its affiliates consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial Notes and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and Notes.

INFORMATION INCORPORATED BY REFERENCE

The specified parts of the following documents which have been previously published or are simultaneously published with this Prospectus and which have been filed with the CSSF are incorporated by reference into and form part of this Prospectus and will be available together with this Prospectus for at least ten years after the publication of this Prospectus.

Document/Heading	**Page reference in the relevant document***
English language translation of the Issuer's Consolidated Financial Statements Prepared in Accordance with International Financial Reporting Standards as endorsed by the European Union (the "**Audited IFRS-EU Financial Statements 2020**") and the audit report for the Audited IFRS-EU Financial Statements 2020 Source: *the Consolidated Annual Report of the Issuer (containing the audited Consolidated Financial Statements for fiscal year 2020, as made available on the Issuer's Website)*: https://www.raiffeisen.hu/documents/56444/190852/Raiffeisen_annual_report_in2020.pdf	
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English language translation of the Issuer's Consolidated Financial Statements Prepared in Accordance with International Financial Reporting Standards as endorsed by the European Union (the "**Audited IFRS-EU Financial Statements 2021**") and the audit report for the Audited IFRS-EU Financial Statements 2021. Source: *the Consolidated Annual Financial Statements of the Issuer (containing the audited Consolidated Financial Statements for fiscal year 2021, as made available on the Issuer's Website):* https://www.raiffeisen.hu/documents/10423/0/IFRS_Consolidated_Financial_Statement_2021.pdf	
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Consolidated Statement of Profit or Loss and other comprehensive Income	12*
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Consolidated Statement of Changes in Equity	14 – 15*
Consolidated Statement of Cash Flows	16*

Document/Heading	Page reference in the relevant document*
Notes to the Consolidated Financial Statements * Page numbers refer to pdf document pages.	17 – 139*

Please note that the English language translations referred to above are translations from the originals, which were prepared in Hungarian language. All possible care has been taken to ensure that the translations are accurate representation of the originals.

For the avoidance of doubt, such parts of the Audited IFRS-EU Financial Statements 2020 and the Audited IFRS-EU Financial Statements 2021 respectively, 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.

References in the independent auditor's reports to "other information" are references to the administrators' report and the non-financial statement. Such administrators' report and non-financial statement are not incorporated by reference into this Prospectus.

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.

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