

## FINAL TERMS

In the case of Notes listed on the official list of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

**MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET AND RETAIL INVESTORS TARGET MARKET** – Solely for the purposes of the 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 and retail clients, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes are appropriate including investment advice, portfolio management, non-advised sales and pure execution services. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer'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 target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

14 September 2022

**Final Terms**

CZK 4,000,000,000 Fixed Rate Non-Preferred Senior MREL Eligible Notes  
due 2027 (the **Notes**)

Series: 3, Tranche 1

**ISIN XS2534984120**

issued pursuant to the  
**EUR 5,000,000,000 Note (in Czech, *dluhopis*) Programme**  
for the issue of Notes dated 8 September 2022 of  
**Raiffeisenbank a.s.**

Legal Entity Identifier: 31570010000000004460

<p><b>The validity of the respective Base Prospectus will expire as of 8 September 2023.</b> The succeeding base prospectus will be published on the website of the Issuer or its successor, <a href="https://www.rb.cz">https://www.rb.cz</a></p>
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Issue Price: 100 per cent.

Issue Date: 20 September 2022

These Final Terms have been prepared for the purpose of Article 8(5) in connection with Article 25(4) 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, as amended (the **Prospectus Regulation**) and must be read in conjunction with the information contained in the base prospectus dated 8 September 2022 (the **Base Prospectus**), pertaining to the Euro 5,000,000,000 Note (in Czech, *dluhopis*) Programme of Raiffeisenbank a.s. (the **Programme**). Full information about Raiffeisenbank a.s. and the offer of the Notes is only available on the basis of the combination of (i) these Final Terms, and (ii) the Base Prospectus. The Base Prospectus (and any supplement thereto) is available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), on the website of the Issuer [www.rb.cz](http://www.rb.cz) and copies may be obtained from Raiffeisenbank a.s. A summary of the specific issue of the Notes Series 3 / Tranche 1 is annexed to these Final Terms.

Investors shall be aware that a supplement to the Base Prospectus may be published. Such a supplement will be published on the Issuer's website ([www.rb.cz](http://www.rb.cz)). In accordance with Article 23 of the Prospectus Regulation, where the Base Prospectus, to which the supplement applies, relates to an offer of Notes to the public, investors who have already agreed to purchase or subscribe for any Notes before such a supplement is published have the right, exercisable within two working days after the publication of such a supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy arose or was noted before the closing of the offer period or the delivery of the Notes, whichever occurs first.

## Part I: Conditions

The Conditions applicable to the Notes (the **Conditions**) are as set out below.

### § 1 (Definitions)

**Conditions** means these Terms and Conditions of the Notes as completed.

**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 Depository) and together the **ICSDs**).

**Business Day** means any day (other than a Saturday or a Sunday) on which the Clearing System and banks in the Czech Republic are open for business and on which foreign exchange transactions and interbank payments in the Czech Koruna, or any other lawful currency of the Czech Republic that may replace the Czech Koruna, are settled.

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

**Interest Period** means the period for which interest is calculated and paid.

### § 2 (Currency, Denomination, Issue Date, Form, Custody)

(1) *Currency – Denomination - Issue Date.* This Series 3, Tranche 1 of Notes (the **Notes**) of Raiffeisenbank a.s. (the **Issuer**) is being issued on 20 September 2022 (the **Issue Date**) in Czech Koruna (“**CZK**”) (the **Specified Currency**) in the aggregate principal amount of CZK 4,000,000,000 (in words: 4 billion Czech Koruna in the denomination of CZK 50,000 (in words: fifty thousand Czech Koruna) (the **Specified Denomination**).

(2) *Form.*

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

(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 Principal Paying Agent. Definitive notes and interest coupons will not be issued.

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

The Notes are issued in Classical Global Note (**CGN**) form and are kept in custody by a common depository on behalf of both ICSDs.

The Issuer reserves the right from time to time without the consent of the Noteholders to issue additional Notes with identical terms, so that the same shall be consolidated and form a single series with the Series comprising the Notes. The term **Notes** shall, in the event of such increase, also comprise all additionally issued Notes.

### § 3 (Status)

(1) *Status Eligible Notes.* The Notes are intended to qualify as Eligible Liabilities Instruments (as defined below).

*Non-Preferred Senior Eligible Notes:* The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and they constitute and shall be satisfied as non-preferred senior obligations of the Issuer pursuant to Section 374b(1) of the Czech Insolvency Act.

In the event of declaration of insolvency (*vydání rozhodnutí o úpadku*) of the Issuer, any claims under the Notes (including claims on the principal amount of the Notes and interest on the Notes) will rank, subject to any applicable statutory exceptions:

(a) junior to all other present or future claims from unsecured and unsubordinated instruments or obligations of the Issuer which do not constitute non-preferred senior claims against the Issuer pursuant to Section 374b of the Czech Insolvency Act;

(b) *pari passu*: (i) among themselves; and (ii) with all other present or future claims from non-preferred senior instruments or obligations of the Issuer which constitute non-preferred senior claims against the Issuer pursuant to Section 374b of the Czech Insolvency Act (other than senior instruments or obligations of the Issuer which in accordance with their terms are expressed to rank junior to the Notes); and

(c) senior to all present or future claims from: (i) other unsecured and unsubordinated instruments or obligations of the Issuer which in accordance with their terms are expressed to rank junior to the Notes; (ii) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; (iii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (iv) all other subordinated instruments or obligations of the Issuer; and (v) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer.

For the avoidance of doubt, claims under the Notes will be satisfied in the ranking described in §3 (1) regardless of the fact whether the Notes qualify as Eligible Liabilities Instruments.

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, 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.

**Czech Insolvency Act** means Czech Act No. 182/2006 Coll., on Insolvency and Method of its Resolution (*Insolvency Act*), as amended from time to time and any references in these Conditions to relevant provisions of the Czech Insolvency Act include references to any applicable provisions of law amending or replacing such provisions from time to time.

**Czech Recovery and Resolution Act** means Czech Act No. 374/2015 Coll., on Recovery and Resolution in the Financial Market, as amended from time to time and any references in these Conditions to relevant provisions of the Czech Recovery and Resolution Act include references to any applicable provisions of law amending or replacing such provisions 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 or Section 127 et seq. of the Czech Recovery and Resolution Act, as the case may be, which are included in the amount to be complied with for the purposes of fulfilling the minimum requirements for own funds and eligible liabilities or loss-absorbing capacity of the Issuer or the Group pursuant to the Czech Recovery and Resolution Act, including any debt instruments that qualify as eligible liabilities items pursuant to transitional provisions under the CRR or the Czech Recovery and Resolution Act, as the case may be.

**Group** means the group as defined in Section 2(1)(n) of the Czech Recovery and Resolution Act to which the Issuer belongs.

(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. Claims of the Issuer are not permitted to be set-off against or netted against (which includes any rights from close-out netting) any payment to be made by the Issuer in respect of the Notes.

The Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes. No contractual collateral may be provided by the Issuer or any third person to secure the claims under the Notes.

(3) *Possibility of statutory resolution measures.* Prior to any insolvency or liquidation of the Issuer, under the applicable banking resolution provisions, 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, 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 the Terms and Conditions or a cancellation of the Notes. Any Holder's right to a compensation pursuant to Section 177 of the Czech Recovery and Resolution Act, implementing Article 75 BRRD, is not affected by this § 3(3).

Where:

**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 Text with EEA relevance, as amended from time to time and any references in these Conditions to relevant provisions of the BRRD include references to any applicable provisions of law amending or replacing such provisions 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) In the event of declaration of insolvency of the Issuer, the claims under the Notes that may be issued under this debt issuance programme of the Issuer from time to time will be satisfied, according to their status specified in the Conditions, in the following mutual ranking (in descending order from obligations satisfied preferentially):

- (a) claims under Ordinary Senior Eligible Notes;
- (b) claims under Non-Preferred Senior Eligible Notes; and
- (c) claims under Subordinated Notes.

If any statutory resolution measures consisting in a write-down or conversion of the Notes are exercised, the claims associated with the relevant Notes will be written-down or converted in inverse ranking to the ranking in which these claims will be satisfied in the event of the Issuer's insolvency.

#### **§ 4 (Interest)**

(1) Rate of Interest, Interest Periods.

(a) The Notes shall bear interest semi-annually in arrear based on their principal amount during the Interest Periods from (and including) the Issue Date (the **Interest Commencement Date**) to (but excluding) the last Coupon Date.

The **Interest Period** is respectively from (and including) the Interest Commencement Date to (but excluding) the first Coupon Date and thereafter from (and including) each Coupon Date to (but each excluding) the next following Coupon Date or last Coupon Date.

The Interest Periods will be unadjusted.

(b) The rate of interest is 6.22 per cent. *per annum*.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable semi-annually in arrear. Coupon Dates are in each case on 20 September and 20 March in each year (each such date a **Coupon Date**) and always remain unadjusted.

The first Coupon Date shall be on 20 March 2023. The last Coupon Date shall be on 20 September 2027.

Interest on the Notes shall be payable on each Interest Payment 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(5) (Business Day Convention).

(3) *Accrual of Interest and Default Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the principal 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.

(4) *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**) 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**).

## § 5 (Payments)

(1) (a) *Payment of Principal.* Payment of principal, and any additional amounts, in respect of the Notes shall be made, subject to subparagraph (2) below, to the Principal Paying Agent for credit to the accounts of the relevant account holders upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the specified office of the Principal Paying Agent. Payment of principal and any additional amounts in respect of the Notes shall be made to each Holder that was a Holder at the close of business on the date being 15 Business Days prior to the relevant payment date (the **Entitlement Date**).

(b) *Payment of Interest.* Payment of interest on the Notes and any additional amounts shall be made, subject to subparagraph (2), to the Principal Paying Agent for credit to the relevant account holders. Payment of interest on the Notes shall be made to each Holder that was a Holder at the close of business on the relevant Entitlement Date.

(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.

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 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.

(3) *Discharge.* The Issuer shall be discharged by payment to the Principal Paying Agent.

(4) *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 5). 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 in this § 5 means any day (other than a Saturday or a Sunday) on which the Clearing System and banks in the Czech Republic are open for business and on which foreign exchange transactions and interbank payments in the Czech Koruna, or in any other lawful currency of the Czech Republic that may replace the Czech Koruna, are settled.

(5) *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 Payment Business Day, it shall be postponed to the next day which is a Business Day.

**§ 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 20 September 2027 (the **Maturity Date**).

(2) *Final Redemption Amount.* The Final Redemption Amount in respect of each Note shall be equal to its principal amount.

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

(a) If there is a change in the applicable tax treatment of the Notes, including, but not limited to, change in, or amendment to, the laws or regulations of the Czech Republic or any political subdivision or taxing authority thereto or therein or any change of any tax treaty whose party is the Czech Republic 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, in particular by a court, arbitration tribunal or a tax administration body which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, and if the Issuer does not have pursuant to any such change the right to book a tax deductible expense in the full amount in relation to the Notes, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Issuer may, upon giving not more than 60 days' and not less than 30 days' prior notice in accordance with § 6(6), at any time redeem the Notes in whole, but not in part, at their Early Redemption Amount (as defined below) together with interest (if any) accrued to the date fixed for redemption (but excluding) on the date fixed for Early Redemption specified in the notice, provided that the conditions laid down in § 6(10) are met.

(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.

(c) Any such notice for Early Redemption shall be given pursuant to § 12 (Notices / Stock Exchange Listing). It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption Amount.

(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' nor less than 15 Business Days' notice in accordance with § 6(6), on the Call Redemption Date at the Call Redemption Amount set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date, provided that the conditions laid down in § 6(10) are met.

(b) Call Redemption Date is 20 September 2026.

(c) Call Redemption Amount is Early Redemption Amount.

(d) Such a redemption has to be made in the amount of 100 per cent. of the principal amount of the Notes.

(e) If the Notes are redeemed early only in part, the Notes to be redeemed are determined according to the rules of the relevant Clearing System.

(5) *Early Redemption for Regulatory Reasons.*

If there is a change in the regulatory classification of the Notes (including any changes to the applicable banking regulations, their application or interpretation by courts or the competent Resolution Authority, as defined below) that would be, according to the Issuer likely to result or has resulted in that the obligations for the repayment of the principal of the Notes are not, or in the future will not be, eligible for inclusion, in whole or in part, into the amount to be complied with for purposes of fulfilling the minimum requirements for own funds and eligible liabilities of the Issuer pursuant to the applicable banking regulations on an unlimited and uncapped basis, the Issuer may, upon giving not more than 60 Business Days' nor less than 15 Business 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 on the date fixed for Early Redemption in the notice, provided that the conditions laid down in § 6(10) are met.

(6) *Notice of Early Redemption.*

Any notice of Early Redemption of the Notes shall be given by the Issuer to the Principal Paying Agent and pursuant to § 12 (Notices / Stock Exchange Listing) to the Holders and shall specify:

- (i) the indication of 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 of the relevant Early Redemption or, if applicable and as the case may be, the relevant Call Redemption Date or Early Redemption Date; and
- (iv) in case of an Early Redemption pursuant to § 6(3) (Early Redemption for Reasons of Taxation) and § 6(5) (Early Redemption for Regulatory Reasons), the Early Redemption Amount at which the Notes are redeemed or if applicable – the Call Redemption Amount at which the Notes are redeemed.

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

(8) *Early Redemption Amount.* For the purpose of § 1 (Definitions), § 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 pursuant to § 6(2).

(9) *Rounding of Redemption Amounts.* Redemption Amounts are rounded to two decimals.

(10) *Conditions to Early Redemption and Repurchase.* Any Early Redemption pursuant to this § 6 and any repurchase pursuant to § 11(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 § 11(2) in accordance with the Articles 77 and 78a CRR, if and to the extent such prior permission is required at this time.

Notwithstanding the above conditions, if, at the time of any Early Redemption or purchase, 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 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 each an **Agent**) and their respective specified offices are:

### **Principal Paying Agent:**

Citibank, N.A., London Branch  
Citigroup Centre  
Canada Square, Canary Wharf,  
London, E14 5LB

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

(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 Principal 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 § 12 (Notices / Stock Exchange Listing).

(3) *Agents of the Issuer.* Each Agent acts solely as agent of the Issuer and does 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) As a withholding agent, the Issuer is liable for and bears a burden of proof vis-à-vis the tax authorities with respect to (i) a proper withholding of any Withholding Tax and Tax Security (as the case may be) which are required to be withheld or deducted at source under any Tax Jurisdiction's law from any payment of principal, interest or any other amounts payable in respect of the Notes as well as (ii) the granting of any Tax Relief. Accordingly, before any Tax Relief can be granted, the Issuer will require – unless waived by the Issuer in accordance with this § 8 – for the Beneficial Ownership Information to be duly collected and delivered to the Issuer in accordance with the Certification Procedures.

(2) All payments in respect of the Notes by or on behalf of the Issuer will only be made after deduction or withholding of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Tax Jurisdiction (the **Taxes**), to the extent that such deduction or withholding is required by law. No additional amounts will be paid to cover the amounts so deducted or withheld. The Issuer shall account for the deducted or withheld Taxes with the competent government authorities.

(3) Subject to the Issuer acting in good faith and in a commercially reasonable manner pursuant to § 315 of the German Civil Code (**BGB**) and with not less than 30 days' notice being given to the Holders in accordance with § 12 of any such determination or specification, the Issuer is entitled to make any determination or specification (each a **Determination**), without the consent of the Holders, to any provision of this § 8 to reflect:

(a) a change in applicable Czech law or regulation (including any published practice) in respect of the Certification Procedures, or any ruling or official interpretation thereof;

(b) a requirement imposed by the Czech tax authorities or another competent authority in respect of the Certification Procedures;

(c) a change in the standard market approach in respect of the Certification Procedures; or

(d) a change in any applicable rules or procedures of any party to the implementation of the Certification Procedures.

For the avoidance of doubt, a Determination is not to be considered as amending, modifying or supplementing any of the terms and conditions of the Notes.

(4) Notwithstanding anything to the contrary in this § 8, no additional amounts will be paid where such withholding or deduction is 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, official interpretation thereof or law implementing an intergovernmental approach thereto or an agreement between the United States of America and the Czech Republic to implement FATCA or any law implementing or complying with, or introduced in order to conform to, such agreement.

(5) As used herein:

**Beneficial Owner** means a holder of a Note if such holder is also a beneficial owner (within the OECD Model Tax Convention on Income and on Capital meaning of this term) in respect of income paid on such Note or a recipient of such income who qualifies as a beneficial owner within the above meaning.

**Beneficial Ownership Information** means certain information and documentation as set forth under the Certification Procedures concerning, in particular, the identity and country of tax residence of a recipient of a payment of interest or principal in respect of a Note (together with relevant evidence thereof) which enable the Issuer to reliably establish that such recipient is a Beneficial Owner with respect to any such payment and that all conditions for the granting of a Tax Relief, if any, are met.

**Certification Procedures** mean the tax relief at source and refund procedures for the Czech Republic implemented by Euroclear and Clearstream, Luxembourg to facilitate collection of the Beneficial Ownership

Information which are available at the website of the International Capital Market Services Association at [www.icmsa.org](http://www.icmsa.org), as amended or replaced from time to time.

**Tax Jurisdiction** means (i) the Czech Republic or any political subdivision or any authority thereof or therein having power to tax or (ii) any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which payments made by the Issuer of principal and interest on the Notes become generally subject.

**Tax Relief** means a relief from the Withholding Tax or the Tax Security (as the case may be), whether in the form of an exemption or application of a reduced rate.

## **§ 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 (i) reduced to ten years in respect of principal and (ii) limited to four years in respect of interest.

## **§ 10 (Amendment of the Conditions, Holders' Representative)**

(1) **Amendment of the 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 the 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. There will be no amendment of the Conditions without the Issuer's consent.

(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 the 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) **Holdings' Representative.** The Holders may by majority resolution appoint a common representative (the **Holdings' Representative**) to exercise the Holders' rights on behalf of each Holder.

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.

## **§ 11 (Further Issues, Repurchases and Cancellation)**

(1) *Issue of further Notes.* The Issuer may at any time without the consent of the Holders subject to regulatory and other statutory provisions, issue further Notes having the same Conditions as the Notes in all respects (or in all respects except for the issue date, issue price and the first interest payment) so as to form a single series with this tranche of series 3.

(2) *Repurchases.* Provided that the conditions laid down in § 6(10) are met, the Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or, subject to compliance with statutory prerequisites, surrendered to the Principal Paying Agent for cancellation.

## § 12

### (Notices / Stock Exchange Listing)

(1) In the case of Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, notices shall be published in accordance with the rules and regulations of such listing authority, stock exchange and/or quotation system. As long as the Notes are listed on the Luxembourg Stock Exchange, notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on [www.bourse.lu](http://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.

Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.

(2) The Issuer will also publish notices on its website [www.rb.cz](http://www.rb.cz).

(3) *Form of Notice of Holders.* Notices to be given by any Holder shall be made in writing 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. So long as Notes are securitised in the form of a Global Note, such notice may be given by the Holder to the Principal Paying Agent through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

## § 13

### (Final Provisions)

(1) *Applicable Law.* The Notes, as to content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Czech Insolvency Law.* The Notes, although governed by German law, will be subject to those provisions of the Czech Insolvency Act, the Czech Recovery and Resolution Act and any other provisions of Czech law applicable to or relevant for the Notes as notes having the status set out in § 3 (Status).

(3) *Enforcement.* Any Holder of the Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian 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 relevant Notes certified as being a true copy of the original Global Note 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 recognized standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes, including the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the proceedings.

(4) *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.

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

## Part II: OTHER INFORMATION

<b>Interests of natural and legal persons involved in the issue/offer</b>		
<input type="checkbox"/>	Other interests (not included in the Base Prospectus under GENERAL INFORMATION / Interests of natural and legal persons involved in the issue/offer)	
<b>Reasons for the offer and use of proceeds</b>		
	Reasons for the offer	as set out in the Base Prospectus
	Use of Proceeds	as set out in the Base Prospectus
	Estimated net proceeds	CZK 3,999,000,000
	Estimated total expenses of the issue	0.025 % of the aggregate principal amount
<b>Selling Restrictions</b>		
<input checked="" type="checkbox"/>	TEFRA C	
<input type="checkbox"/>	TEFRA D	
<input type="checkbox"/>	Neither TEFRA C nor TEFRA D	
ECB-eligible Security		No
<b>Securities Identification Numbers</b>		
	ISIN	XS2534984120
	Common Code	253498412
	<b>Yield</b>	<b>Not applicable</b>
	<b>Historic Interest Rates</b>	<b>Not applicable</b>
<b>Additional Information for Public Offers</b>		
	Additional Information for Public Offers	Applicable
	<b>Conditions to which the offer is subject</b>	For each notification / jurisdiction, the required documents / applicable Final Terms will be prepared and published separately on the Issuer's website (www.rb.cz).

		Furthermore, such documents are also available free of charge at the registered office of the Issuer.
	Time period, including any possible amendments, during which the offer will be open	<p>Public Offer in the Czech Republic from 20 September 2022 (including) until 8 September 2023 (including) at the latest unless the offer is terminated by the Issuer, or the aggregate principal amount is reached, or early redemption takes place.</p> <p>In case of a public offer in one or more further jurisdictions at a later point of time, the respective start of such offers would be within the offer period set out above, as reflected in the Final Terms, which would be produced for such public offer or offers and published on the Issuer's website <a href="http://www.rb.cz">www.rb.cz</a>.</p>
	Description of the application process	<p>During the offer period, the public placement is intended to be effected:</p> <p>(i) in the Czech Republic via the Issuer and via any Specifically Authorised Offerors (as defined below); and</p> <p>(ii) via any further authorised offerors as published or restricted on the website of the Issuer <a href="http://www.rb.cz">www.rb.cz</a>.</p> <p>The Issuer reserves the right to terminate the offer prematurely.</p> <p>In case of a public offer in one or more further jurisdictions at a later point of time, the required documents / applicable Final Terms will be prepared and published separately on the Issuer's website (<a href="http://www.rb.cz">www.rb.cz</a>).</p>
	A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants	Not applicable
	Details of the minimum and/or maximum amount of application, (whether in number of Notes or aggregate amount to invest)	<p>The minimum amount of application is the denomination of CZK 300,000 (in words: three hundred thousand Czech Koruna).</p> <p>The maximum amount of application equals the aggregate principal amount of this Series.</p>
	Method and time limits for paying up the Notes and for delivery of the notes	<p>The acquisition of the Notes is effected through a respective credit entry in the securities account of the purchaser against payment of the purchase price.</p> <p>The delivery period is t +2.</p>
	If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche	Not applicable

	Manner and date in which results of the offer are to be made public	<p>After the termination of the offer or the expiry of the offer period, as the case may be, the result of the offer will be published.</p> <p>The Issuer will arrange for publication on its website under <a href="http://www.rb.cz">www.rb.cz</a>.</p>
	Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made	Not applicable
	Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place.	<p>During the offer period, the public placement is intended to be effected:</p> <p>(i) in the Czech Republic via the Issuer and via any Specifically Authorised Offerors (as defined below); and</p> <p>(ii) via any further authorised offerors as published or restricted on the website of the Issuer <a href="http://www.rb.cz">www.rb.cz</a>.</p>
	Pricing	
	Expected price at which the Notes will be offered	<p>Issue Price, charged by the Issuer:</p> <p>100.00 per cent of the principal amount on the first day of the public offer, i.e. 20 September 2022.</p> <p>Thereafter issue prices will be determined based on market conditions and, if applicable, together with accrued interest.</p> <p>The respective issue prices will be available from the Issuer, the Specifically Authorised Offerors (as defined below) and any further authorised offerors (if any) on request.</p>
	Expected price at which the Notes will be offered and maximum issue price for Open Issuance Period.	Not applicable
	Amount of expenses and taxes charged to the subscriber / purchaser	<p>The Issuer itself does not charge any issue costs. However, other costs, such as purchase fees, selling fees, conversion fees and depositary fees, may occur in connection with client orders which are directly submitted to the Issuer.</p> <p>In case of subscriptions via Specifically Authorised Offerors (as defined below) or any further authorised offerors as published or restricted on the website of the Issuer <a href="http://www.rb.cz">www.rb.cz</a>. purchase fees, selling fees, conversion fees and depositary fees are to be expected.</p>
	<b>Method of distribution</b>	

<input checked="" type="checkbox"/>	Non-syndicated	
<input type="checkbox"/>	Syndicated	
	Date of Subscription Agreement	Not applicable
	Various categories of potential investors to which the Notes are offered:	Qualified Investors Retail Investors
<b>Management details including form of commitment</b>		
<input type="checkbox"/>	Firm commitment	Not applicable
<input type="checkbox"/>	No firm commitment / best efforts arrangements	Not applicable
<b>Commissions</b>		
	Management/Underwriting Commission (specify)	Not applicable
	Selling Concession (specify)	Not applicable
	Listing Commission (specify)	Not applicable
	Other (specify)	Not applicable
<b>Stabilisation Manager</b>		
	Stabilising Manager	None
<b>Consent to use the Base Prospectus</b>		
<input type="checkbox"/>	Not Applicable	
<input type="checkbox"/>	No Consent	
<input checked="" type="checkbox"/>	Specific Consent	
	Period for which consent to use the Base Prospectus is given	Public Offer in the Czech Republic from 20 September 2022 (including) until 8 September 2023 (including) at the latest unless the offer is terminated by the Issuer, or the aggregate principal amount is reached, or early redemption takes place.  The consent is subject to the conclusion of a written agreement between the Issuer and the relevant Specifically Authorised Offerror.

		In case of a public offer in one or more further jurisdictions at a later point of time, the respective start of such offers would be within the offer period set out above, as reflected in the Final Terms, which would be produced for such public offer.
	Offer period during which subsequent resale or final placement of the Notes can be made	The same as stated directly above.
	Jurisdictions	Czech Republic
	Names and addresses of the Dealers or financial intermediaries	Selected credit institutions and/or regulated financial institutions in the EU which are authorised under the Directive 2014/65/EU on Markets in Financial Instruments to subsequently resell or finally place the Notes (the Specifically Authorised Offerors).  No Specifically Authorised Offerors are selected by the Issuer as of the date of the Final Terms.
	Website, on which any new information with respect to any Dealers and financial intermediaries unknown at the time the Base Prospectus was approved or these Final Terms were filed with the relevant Competent Authority/authorities, will be published	www.rb.cz
	Additional conditions attached to the consent which are relevant for the use of the Base Prospectus	Validity of the Base Prospectus or any subsequent base prospectus(es), if applicable.
<input type="checkbox"/>	General Consent <i>Generelle Zustimmung</i>	
	<b>Intended Admission(s) to Trading and Listing(s) / Dealing Agreements</b>	
	Admission(s) to Trading and Listing(s)	Yes
<input checked="" type="checkbox"/>	Luxembourg Stock Exchange: Admission: Regulated Market / Listing: Official List	
<input type="checkbox"/>	WBAG Vienna Stock Exchange:	
<input type="checkbox"/>	Other (insert details)	
	Expected date of admission	on or around the Issue Date
	Estimate of the total expenses related to admission to trading	Approx. CZK 106,000 (EUR 4,300)
	Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class	Not applicable



	of the Notes to be offered or admitted to trading are already admitted to trading.	
	Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.	Not applicable
	<b>Rating</b>	
	The Notes to be issued are not expected to be rated.	
	<b>Prohibition of Sales to EEA Retail Investors</b>	
	Prohibition of Sales to EEA Retail Investors:	not applicable
	<b>Prohibition of Sales to UK Retail Investors</b>	
	Prohibition of Sales to UK Retail Investors:	not applicable
	<b>Third Party Information</b>	
	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.	

**Raiffeisenbank a.s.**



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Name: Maroš Hrnčiar  
Title: Head of Asset & Liability Management



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Name: Zuzana Plašilová  
Title: ALM Specialist

## **Annex 1**

### **Issue Specific Summary**

*English and Czech version follows:*

#### **ISSUE-SPECIFIC SUMMARY**

(a) Introduction and Warnings

This is the summary with regard to the issue of Raiffeisenbank a.s. ("**RBCZ**" or the "**Issuer**") fixed rate up to CZK 4,000,000,000 Non-Preferred Senior Eligible Notes (the "**Notes**") under the base prospectus approved on 8 September 2022 (the "**Base Prospectus**"). Contact details and Legal Entity Identifier ("**LEI**") of the Issuer are Hvězdova 1716/2b, 140 78 Prague 4, Czech Republic, Identification No. 492 40 901, registered with the Commercial Register maintained by the Municipal Court in Prague, Section B Insert 2051, LEI: 31570010000000004460, telephone + 420 412 446 400.

This summary provides the key information contained in the Base Prospectus the relevant information about the Issuer, and in the final terms applicable to the Notes (the "**Final Terms**"). The Base Prospectus was approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), 283, route d'Arlon, L-1150 Luxembourg, email: [direction@cssf.lu](mailto:direction@cssf.lu).

The Notes will be publicly offered in the Czech Republic ("**Czech Republic**") (the "**Public Offer**") and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange on or around 20 September 2022. The International Securities Identification Number ("**ISIN**") of the Notes is XS2534984120.

The Public Offer will be made by the Issuer and/or any credit institution and/or each regulated financial institution in the EU which is authorised under the Directive 2014/65/EU on Markets in Financial Instruments to subsequently resell or finally place the Notes as published or restricted on the website of the Issuer [www.rb.cz](http://www.rb.cz) (the "**Specifically Authorised Offerors**").

This summary should be read as an introduction to the Base Prospectus and the Final Terms. Any decision to invest in the Notes should be based on consideration of the Base Prospectus as a whole including any documents incorporated therein. Investors could lose all or part of their capital invested in the Notes. The Issuer assumes responsibility for the information contained in this summary and its Czech translation. The Issuer can be held liable but only where the summary is misleading, inaccurate or inconsistent, when read together with the Base Prospectus, or where it does not provide, when read together with the Base Prospectus, key information in order to aid investors when considering whether to invest in such securities. In the event that a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Economic Area and/or the United Kingdom, be required to bear the costs of translating the Base Prospectus prior to the commencement of any legal proceedings.

(b) Key Information on the Issuer

(i) Who is the Issuer of the securities?

The Issuer was incorporated on 25 June 1993 as a joint stock company. The Issuer was registered with the Commercial Register maintained by the Municipal Court in Prague File No. B 2051 on 25 June 1993. The Issuer can be contacted under its business address: Hvězdova 1716/2b, Prague 4, Postal Code 140 78, Czech Republic or via telephone: + 420 412 446 400. The Issuer's website is [www.rb.cz](http://www.rb.cz). The Issuer's identification number is 492 40 901, its LEI is 31570010000000004460.

I) Principal activities of the Issuer

The Issuer is a bank and financial services provider in the Czech Republic, offering a range of banking and financial services to private and corporate clients. The Issuer's business activities are divided into three primary operating segments, differentiated by the scope and nature of products and services they offer. These segments are (i) corporate banking; (ii) retail banking; and (iii) treasury. The Issuer is the parent company of the Raiffeisen Group which offers products and services in the Czech Republic in the area of banking and financial services, building savings and loans, insurance and leasing. In the conduct of its activities, the Issuer is primarily governed by Czech law, in particular the Czech Act No. 21/1992 Coll., on Banks, as amended (the "**Czech Banking Act**"), the Czech Act No. 90/2012 Coll., on Business Corporations and Cooperatives, as amended (the "**Czech Corporations Act**"), the Czech Act No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the "**Czech Capital Markets Act**"), and other Czech laws and regulations governing operations in the banking and capital markets.

II) Major shareholders of the Issuer

The Issuer's majority shareholder, holding 75 per cent. of the Issuer's registered share capital, is Raiffeisen CEE Region Holding GmbH. Raiffeisen CEE Region Holding GmbH is indirectly wholly owned by Raiffeisen Bank International AG ("RBI"). Regional Raiffeisen banks (*Landesbank*) own approximately 59 per cent. of RBI, while the remaining shares are held by diverse investors (the shares are listed on the Vienna Stock Exchange). The Issuer's second shareholder, holding the remaining 25 per cent. of the Issuer's registered share capital, is RLB OÖ Sektorholding GmbH, which is a member of the group of Raiffeisenlandesbank Oberösterreich Aktiengesellschaft. The ultimate parent company of the Issuer is RBI.

III) Key managing directors of the Issuer

The key managing directors of the Issuer are the members of its Management Board: Igor Vida, František Ježek, Vladimír Kreidl, Miloš Matula, Martin Stotter, Vladimír Matouš, Tomáš Jelínek and Kamila Makhmudova.

IV) Statutory auditors of the Issuer

The auditors of the Issuer, who have audited the Issuer's accounts, without qualification, in accordance with International Standards on Auditing as of and for the financial year ended on 31 December 2020, are KPMG Česká republika Audit, s.r.o., members of the Chamber of Auditors of the Czech Republic, registration number 71.

The auditors of the Issuer, who have audited the Issuer's accounts, without qualification, in accordance with International Standards on Auditing as of and for the financial year ended on 31 December 2021, are Deloitte Audit s.r.o., members of the Chamber of Auditors of the Czech Republic, registration number 79.

(ii) What is the key financial information regarding the Issuer?

The following selected financial information of the Issuer is based on the audited consolidated financial statements of the Issuer as of and for the year ended 31 December 2021 and 31 December 2020.

I) Consolidated income statement

(in CZK millions)	31 December 2021	31 December 2020
Net interest income	10,156	7,849
Net fee and commission income	3,961	3,114
Impairment losses on financial instruments	(330)	(1,724)
Net gain/(loss) on financial operations	99	(199)
Operating profit	5,946	2,749
Net profit / loss attributable to shareholders of the parent company	4,770	2,224

II) Balance Sheet

(in CZK thousands)	31 December 2021	31 December 2020
Total assets	651,008	482,000
Senior debt*	599,557	440,625
Subordinated liabilities and bonds	5,526	4,561
Loans and advances to customers	(24,723)	(1,034)
Deposits from customers	553,090	402,776
Total equity	45,925	36,814

\* Senior debt is calculated as total assets less total equity and subordinated liabilities and bonds.

(iii) What are the key risks that are specific to the Issuer?

**Risks Related to the External Conditions under which the Issuer Conducts its Business:**

- Risks related to the overall economic conditions in Europe.
- Risks related to the war in Ukraine.

**Risks Related to the Issuer's Business:**

- The Issuer relies on customer deposits, which are mostly short-term or demand deposits, as its primary source of funding.
- The Issuer is exposed to liquidity risks.

**Risks Related to the Regulatory Environment**

- The Issuer is subject to the Czech Resolution and Recovery Act, implementing the BRRD and setting out a bank recovery and resolution framework which is intended to enable a range of actions to be taken in relation to credit

institutions considered to be failing or at risk of failing. The implementation of any action under it could materially affect the Issuer and/or the value of any Notes.

- The Basel III framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors and the Issuer may incur substantial costs in monitoring and complying with the new capital adequacy requirements.

(c) Key information on the Securities

(i) What are the main features of the securities?

The Notes will be issued in bearer form and are governed by the laws of Germany and, although governed by German law, will be subject to those provisions of the Czech Insolvency Act, the Czech Recovery and Resolution Act and any other provisions of Czech law applicable to or relevant for the Notes as notes having the status set out in § 3 (*Status*). The Notes are issued in Czech Koruna, in the aggregate principal amount of up to 4,000,000,000 divided into Notes in a denomination of CZK 50,000. The ISIN of the Notes is XS2534984120. The Notes have not been rated.

### ***Status of the Notes***

***In the case of Non-Preferred Senior Eligible Notes, insert: Non-Preferred Senior Eligible Notes:*** The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and they constitute and shall be satisfied as non-preferred senior obligations of the Issuer pursuant to § 374b(1) of the Czech Insolvency Act. In the event of declaration of insolvency (*vydání rozhodnutí o úpadku*) of the Issuer, any claims under the Notes (including claims on the principal amount of the Notes and interest on the Notes) will rank, subject to any applicable statutory exceptions: (a) junior to all other present or future claims from unsecured and unsubordinated instruments or obligations of the Issuer which do not constitute non-preferred senior claims against the Issuer pursuant to § 374b of the Czech Insolvency Act; (b) *pari passu*: (i) among themselves; and (ii) with all other present or future claims from non-preferred senior instruments or obligations of the Issuer which constitute non-preferred senior claims against the Issuer pursuant to § 374b of the Czech Insolvency Act (other than senior instruments or obligations of the Issuer which in accordance with their terms are expressed to rank junior to the Notes); and (c) senior to all present or future claims from: (i) other unsecured and unsubordinated instruments or obligations of the Issuer which in accordance with their terms are expressed to rank junior to the Notes; (ii) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; (iii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (iv) all other subordinated instruments or obligations of the Issuer; and (v) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer.

### ***Interest Rate***

The Notes shall bear interest semi-annually in arrear based on their principal amount during the Interest Periods from (and including) 20 September 2022 (the "**Interest Commencement Date**") to (but excluding) 20 September 2027.

The rate of interest is 6.22 per cent *per annum*.

### ***Term of the Instruments***

Unless previously redeemed in whole or in part or purchased and cancelled, each Note will be redeemed at its principal amount on 20 September 2027 (the "**Maturity Date**").

### ***Early Redemption***

***Early Redemption for Reasons of Taxation.*** If there is a change in the applicable tax treatment of the Subordinated Notes (including any change of laws or regulations of the Czech Republic or any political subdivision or taxing authority thereto or therein, any change of any tax treaty whose party is the Czech Republic or any political subdivision or taxing authority thereto or therein, or any change to the application or interpretation of the legal regulations or treaties, in particular by a court, arbitration tribunal or a tax administration body), and the Issuer does not have pursuant to any such change the right to book a tax-deductible expense in the full amount in relation to the Notes, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer and provided that the conditions laid down in § 6(10) (Conditions to Early Redemption and Repurchase) are met.

***Early Redemption at the Option of the Issuer.*** The Issuer may call the Notes for Early Redemption, in whole but not in part, upon giving not more than 60 Business Days' nor less than 15 Business Days' prior notice in accordance with § 6(6) effective as of the respective Call Redemption Date at the option of the Issuer, and redeem the Notes early, provided that the conditions laid down in § 6(10) (Conditions to Early Redemption and Repurchase) are met.

***Eligible Notes - Early Redemption for Regulatory Reasons:*** If there is a change in the regulatory classification of the Notes (including any changes to the applicable banking regulations, their application or interpretation by courts or the competent Resolution Authority) that would be, according to the Issuer likely to result or has resulted in that the obligations for the repayment of the principal of the Notes are not, or in the future will not be, eligible for inclusion, in whole or in part, into the amount to be complied with for purposes of fulfilling the minimum requirements for own funds

and eligible liabilities of the Issuer pursuant to the applicable banking regulations on an unlimited and uncapped basis, the Issuer may, 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 on the date fixed for Early Redemption in the notice, provided that the conditions laid down in § 6(10) are met.

### ***Limitations of rights***

*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.

*Possibility of statutory resolution measures*

Prior to any insolvency or liquidation of the Issuer, under the applicable banking resolution provisions, 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, 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 the Terms and Conditions or a cancellation of the Notes.

The presentation period provided in § 801 subparagraph 1 of the German Civil Code in relation to the Notes is (i) reduced to ten years in respect of principal and (ii) limited to four years in respect of interest.

### ***Restrictions on free transferability***

Not applicable. The Notes are freely transferable.

(ii) Where will the securities be traded?

The Notes will be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

(iii) What are the key risks that are specific to the securities?

### **Risks relating to all Notes:**

- Adoption of resolution measures or crisis prevention measures against the Issuer may materially adversely affect the value of the Notes and the satisfaction of the claims from the Notes.
- Any claims from the Notes may be written down or converted in the event of adoption of resolution measures.

### **Particular risks relating to the Eligible Notes:**

- Non-Preferred Eligible Notes carry an enhanced risk of loss in the event of the Issuer's insolvency and in case of write-off or conversion of eligible liabilities of the Issuer.
- The Eligible Notes may not be redeemed at the option of the Noteholders.

### **Risks relating to the specific Terms and Conditions of the Notes:**

- Fixed Rate Notes (including Step-up/Step-down Notes).
- Risks associated with the withholding taxation regime in the Czech Republic.
- Risks associated with the evidencing of Beneficial Income Holder's entitlement to Tax Relief.

### **Risks relating to the nature of the Notes:**

- Entitlement date applicable in respect of the Bearer Notes
- Liquidity risk.

(d) KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND/OR THE ADMISSION TO TRADING ON A REGULATED MARKET

(i) Under which conditions and timetable can I invest in this security?

The Notes will be offered to investors by the Issuer at an initial issue price of 100 per cent of the principal amount on the first day of the offer. Further issue prices will be determined based on market conditions. The offer period will commence on 20 September 2022 (including) and will be open until 8 September 2023 (including) at the latest unless the offer is terminated by the Issuer, or the aggregate principal amount is reached, or early redemption takes place.

### ***Plan for distribution and public offer of the Notes***

The Notes will be sold to institutional investors in compliance with the applicable public offer restrictions in all countries in the European Union and the United Kingdom. A public offer to retail investors will be made in the Czech Republic. In the case of a public offer of the Notes in one or more further jurisdictions at a later point of time, the respective Final Terms produced for such public offer or offers would also be published on the Issuer's website under [www.rb.cz](http://www.rb.cz).

### **Conditions and technical details of the offer**

The Issuer reserves the right to terminate the offer prematurely. Apart from the conditions set-out in this summary there are no further conditions to which the offer is subject.

### **Confirmation in relation to an order and allotments as well as delivery of the Notes**

Delivery and payment of the Notes will be made on or about 20 September 2022. The Notes will be delivered via Clearstream Banking S.A. and/or Euroclear Bank SA/NV (the "**Clearing System**") and its depositary banks against payment of the issue price.

### **Estimated expenses charged to the investor**

Not applicable; the Issuer itself does not charge any expenses. However, other costs such as deposit fees might be charged. In case of subscriptions via Specifically Authorised Offerors, purchase fees, selling fees, conversion fees and depositary fees charged by the financial intermediaries and depositary banks are to be expected.

### **Estimate of the total expenses of the issue and offer**

The Issuer expects to incur commissions and other offer-related expenses of approximately EUR 4,300.

(ii) Who is the offeror and/or the person asking for admission to trading?

The Notes will be publicly offered by the Issuer potentially by the Specifically Authorised Offerors. The Issuer is the entity requesting for the admission to trading of the Notes.

(iii) Why is this base prospectus being produced?

I) Reasons for the offer or for the admission to trading on a regulated market

The reasons for the offer are to generate funding, to hedge certain risks or to take advantage of current market opportunities (arbitrage).

II) Use and estimated net amounts of the proceeds

The use of proceeds are – as mentioned under the reasons - to generate funding, to hedge certain risks or to take advantage of current market opportunities (arbitrage). In any case, the Issuer is free in the use of proceeds from each issue of Notes.

III) Material conflicts of interest pertaining to the offer or the admission to trading

There are no material conflicts of interest pertaining to the offer or the admission to trading. **SHRNUTÍ**

## **1.1 ÚVOD A UPOZORNĚNÍ**

Toto shrnutí se týká emise Nepreferovaných seniorních dluhopisů s pevným úrokem v předpokládané celkové jmenovité hodnotě 4.000.000.000 Kč („**Dluhopisy**“) Raiffeisenbank a.s. („**RBCZ**“ nebo „**Emitent**“) dle základního prospektu schváleného dne 8. září 2022 („**Základní prospekt**“). Kontaktní údaje a identifikační kód právnické osoby („**LEI**“) Emitenta jsou Hvězdova 1716/2b, 140 78 Praha 4, Česká republika, IČ: 492 40 901, společnost zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka č. 2051, LEI: 31570010000000004460, tel.: + 420 412 446 400.

Toto shrnutí předkládá klíčové údaje obsažené v Základním prospektu, relevantní údaje o Emitentovi a údaje uvedené v konečných podmínkách vztahujících se na Dluhopisy („**Konečné podmínky**“). Základní prospekt byl schválen ze strany *Commission de Surveillance du Secteur Financier* („**CSSF**“), 283, route d'Arlon, L-1150 Lucemburk, e-mail: [direction@cssf.lu](mailto:direction@cssf.lu).

Dluhopisy budou veřejně nabízeny v České republice („**Česká republika**“) („**Veřejná nabídka**“) a přijaty k obchodování na regulovaném trhu Lucemburské burzy cenných papírů dne 20. září 2022 nebo kolem uvedeného data. Mezinárodní identifikační číslo cenných papírů („**ISIN**“) Dluhopisů je XS2534984120.

Veřejnou nabídku učiní Emitent a/nebo jakákoli úvěrová instituce a/nebo každá regulovaná finanční instituce v EU, která je dle směrnice 2014/65/EU o trzích finančních nástrojů oprávněna uskutečňovat následný prodej nebo konečné umístění Dluhopisů, a která je uvedena na internetové stránce Emitenta [www.rb.cz](http://www.rb.cz) („**Specificky autorizovaní nabízející**“).

Toto shrnutí je třeba číst jako úvod k Základnímu prospektu a Konečným podmínkám. Jakékoli rozhodnutí investovat do Dluhopisů by mělo být založeno na tom, že investor zváží Základní prospekt jako celek, včetně veškerých dokumentů do něho začleněných formou odkazu. Investoři mohou přijít o veškerý kapitál investovaný do Dluhopisů nebo jeho část. Emitent přijímá odpovědnost za údaje uvedené v tomto shrnutí a jeho překladu do českého jazyka. Emitent nese odpovědnost pouze v případě, že je shrnutí zavádějící, nepřesné nebo v rozporu s ostatními částmi Základního prospektu, nebo pokud shrnutí ve spojení s ostatními částmi Základního prospektu neposkytuje klíčové informace, které investorům pomáhají při rozhodování, zda do dotčených cenných papírů investovat. V případě, že bude u soudu vznesen nárok na základě informací uvedených v Základní prospektu, vnitrostátní předpisy členských států Evropského hospodářského prostoru a/nebo Spojeného království mohou žalujícímu investorovi ukládat povinnost uhradit náklady na překlad Základního prospektu, vynaložené před zahájením soudního řízení.

## 1.2 KLÍČOVÉ INFORMACE O EMITENTOVĚ

### ▪ Kdo je Emitentem cenných papírů?

Emitent byl založen dne 25. června 1993 jako akciová společnost. Emitent byl zapsán od obchodního rejstříku vedeného Městským soudem v Praze, spis. zn. B 2051 dne 25. června 1993. Emitenta lze kontaktovat v místě jeho sídla na adrese: Hvězdova 1716/2b, Praha 4, PSČ: 140 78, Česká republika, nebo telefonicky: + 420 412 446 400. Webová stránka emitenta: www.rb.cz. Identifikační číslo Emitenta: 492 40 901. LEI Emitenta: 3157001000000004460.

### • Hlavní činnost Emitenta

Emitent je bankou a poskytovatelem finančních služeb v České republice nabízející celou řadu bankovních a finančních služeb soukromé a korporátní klientele. Činnost Emitenta se dělí na tři primární provozní segmenty lišící se rozsahem a povahou nabízených produktů a služeb. Jedná se o segment (i) firemního bankovníctví; (ii) retailového bankovníctví; a (iii) tzv. treasury. Emitent je mateřskou společností skupiny Raiffeisen, která nabízí své produkty a služby v České republice v oblasti bankovníctví a finančních služeb, stavebního spoření a úvěrů, pojištění a leasingu. Výkon činnosti Emitenta se primárně řídí českým právním řádem, zejména zák. č. 21/1992 Sb., o bankách, ve znění pozdějších předpisů („bankovní zákon“), zák. č. 90/2012 Sb., o obchodních společnostech a družstvech, ve znění pozdějších předpisů („zákon o obchodních korporacích“), zák. č. 256/2004 Sb., o podnikání na kapitálovém trhu, ve znění pozdějších předpisů („zákon o podnikání na kapitálovém trhu“) a dalšími zákonnými a podzákonnými právními předpisy ČR upravujícími činnosti na bankovním a kapitálovém trhu.

### • Významní akcionáři Emitenta

Většinovým akcionářem Emitenta vlastním 75 % základního akciového kapitálu Emitenta je Raiffeisen CEE Region Holding GmbH. Raiffeisen CEE Region Holding GmbH je v nepřímém 100% vlastnictví společnosti Raiffeisen Bank International AG („RBI“). Regionální banky Raiffeisen (*Landesbanks*) vlastní přibližně 59 % RBI, přičemž zbývající akcie jsou ve vlastnictví různých investorů (akcie jsou přijaty k obchodování na Vídeňské burze cenných papírů). Druhým akcionářem Emitenta vlastním 25 % základního akciového kapitálu je RLB OÖ Sektorholding GmbH, společnost ve skupině Raiffeisenlandesbank Oberösterreich Aktiengesellschaft. Konečnou mateřskou společností Emitenta je RBI.

### • Klíčový výkonný ředitel Emitenta

Klíčovými výkonnými řediteli Emitenta jsou členové jeho představenstva: Igor Vida, František Ježek, Vladimír Kreidl, Miloš Matula, Martin Stotter, Vladimír Matouš, Tomáš Jelínek a Kamila Makhmudova.

### • Statutární auditori Emitenta

Emitentovým auditorem, který provedl audit účetní závěrky Emitenta a vydal výrok auditora „bez výhrad“ v souladu s mezinárodními standardy pro audit účetní závěrky za účetní období končící 31. prosince 2020, je společnost KPMG Česká republika Audit, s.r.o., člen Komory auditorů České republiky, ev. č. 71.

Emitentovým auditorem, který provedl audit účetní závěrky Emitenta a vydal výrok auditora „bez výhrad“ v souladu s mezinárodními standardy pro audit účetní závěrky za účetní období končící 31. prosince 2021, je společnost Deloitte Audit s.r.o., člen Komory auditorů České republiky, ev. č. 79.

### ▪ Které finanční informace o Emitentovi jsou klíčové?

Níže uvedené vybrané finanční údaje Emitenta vycházejí z auditovaných konsolidovaných účetních závěrek Emitenta ke dni 31. prosince 2021 a 31. prosince 2020 a za roky končící k uvedeným datům.

#### 1.2.1.1 Konsolidovaný výkaz zisků

(v mil. Kč)	31. prosince 2021	31. prosince 2020
Čisté úrokové výnosy	10,156	7,849
Čistý výnos z poplatků a provizí	3,961	3,114
Ztráty ze znehodnocení finančních instrumentů	(330)	(1,724)
Čistý zisk/ztráta z finančních operací	99	(199)
Provozní zisk	5,946	2,749
Čistý zisk/ztráta náležející akcionářům mateřské společnosti	4,770	2,224

#### 1.2.1.2 Rozvaha

(v tis. Kč)	31. prosince 2021	31. prosince 2020
Aktiva celkem	651,008	482,000
Seniorní dluh*	599,557	440,625
Podřízené závazky a dluhopisy	5,526	4,561



Úvěry a půjčky klientům	(24,723)	(1,034)
Vklady od klientů	553,090	402,776
Vlastní kapitál celkem	45,925	36,814

\* Seniorní dluh je vypočten jako aktiva celkem mínus vlastní kapitál celkem a podřízené závazky a dluhopisy.

### 1.2.2 Jaká jsou klíčová rizika specifická pro Emitenta?

#### Rizika spojená s externími faktory ovlivňujícími podnikatelskou činnost Emitenta:

- Rizika spojená s celkovou hospodářskou situací v Evropě.
- Rizika spojená s válkou na Ukrajině.

#### Rizika spojená s podnikatelskou činností Emitenta:

- Hlavním zdrojem financování Emitenta jsou klientské vklady, které jsou povětšinou krátkodobé nebo jde o vklady bez výpovědních lhůt.
- Emitent je vystaven riziku likvidity.

#### Rizika spojená s regulatorním prostředím:

- Na Emitenta se vztahuje český zákon o ozdravných postupech a řešení krize na finančním trhu, jímž se implementuje směrnice BRRD a stanoví rámec pro ozdravné postupy a řešení krize bank. Ten má umožnit řadu postupů přijímaných ve vztahu k úvěrovým institucím, které jsou považovány za instituce v selhání nebo instituce, u nichž takové riziko selhání hrozí. Zavedení jakýchkoli opatření dle uvedeného zákona by mohlo podstatným způsobem ovlivnit Emitenta a/nebo hodnotu Dluhopisů.
- Rámec třetí Basilejské dohody (Basel III) může v případě některých investorů ovlivnit kapitálové požadavky a/nebo likviditu spojenou s vlastnictvím Dluhopisů a Emitentovi mohou vzniknout významné náklady na sledování a dodržování nových požadavků kapitálové přiměřenosti.

## 1.3 KLÍČOVÉ INFORMACE O CENNÝCH PAPIŘECH

### 1.3.1 Jaké jsou hlavní rysy cenných papírů?

Dluhopisy budou vydány jako cenné papíry na doručitele a řídí se právním řádem Německa; přestože se řídí německým právem, budou podléhat těm ustanovením českého insolvenčního zákona, českého zákona o ozdravných postupech a řešení krize na finančních trzích a jakýmkoli jiným ustanovením českých zákonů, která se vztahují na Dluhopisy jakožto dluhopisy mající postavení dle § 3 (*Postavení dluhopisů*) a která jsou pro ně relevantní. Dluhopisy se vydávají v českých korunách v celkové jmenovité hodnotě 4.000.000.000 Kč, o jmenovité hodnotě každého Dluhopisu 50.000 Kč. ISIN Dluhopisů je XS2534984120. Dluhopisům nebyl přidělen rating.

#### Postavení Dluhopisů

**Jde-li o Nепreferované seniorní způsobilé dluhopisy, uveďte: Nепreferované seniorní způsobilé dluhopisy:** Dluhopisy jsou přímými, nezajištěnými a nepodřízenými závazky Emitenta a představují a budou uspokojeny jako nепreferované seniorní závazky Emitenta podle ustanovení § 374b odst. 1 českého insolvenčního zákona. V případě vydání rozhodnutí o úpadku Emitenta budou veškeré nároky z titulu Dluhopisů (včetně nároků z titulu jmenovité hodnoty Dluhopisů a úroků z Dluhopisů) s případnými platnými zákonnými výjimkami: (a) podřízené všem ostatním současným nebo budoucím nárokům z titulu nezajištěných a nepodřízených nástrojů nebo závazků Emitenta, které nепředstavují nепreferované seniorní nároky vůči Emitentovi podle ustanovení § 374b českého insolvenčního zákona; (b) v rovnocenném postavení (*pari passu*): (i) navzájem; a (ii) se všemi ostatními současnými nebo budoucími nároky z titulu nепreferovaných seniorních nástrojů nebo závazků Emitenta, které představují nепreferované seniorní nároky vůči Emitentovi podle ustanovení § 374b českého insolvenčního zákona (s výjimkou seniorních instrumentů nebo závazků Emitenta, které jsou v souladu s jejich podmínkami výslovně uvedeny jako seniorní nebo podřízené ve vztahu k Dluhopisům); a (c) seniorní vůči všem současným nebo budoucím nárokům z titulu: (i) kmenových akcií a ostatních nástrojů zahrnovaných do kmenového kapitálu Tier 1 Emitenta podle článku 28 CRR.; (ii) nástrojů zahrnovaných do vedlejšího kapitálu Tier 1 Emitenta dle článku 52 CRR; (iii) nástrojů zahrnovaných do kapitálu Tier 2 Emitenta dle článku 63 CRR; (iv) všech ostatních podřízených nástrojů nebo závazků Emitenta; a (v) jiných nezajištěných a nepodřízených nástrojů nebo závazků Emitenta, které jsou v souladu s jejich podmínkami výslovně uvedeny jako podřízené Dluhopisům.

#### Úroková sazba

Dluhopisy jsou úročeny pololetně zpětně v závislosti na jejich jmenovité hodnotě během Úrokových období, a to počínaje 20. září 2022 (včetně tohoto dne) („Datum počátku úročení“) do 20. září 2027 (bez započítání tohoto dne). Úroková sazba činí 6,22 % *per annum*.

#### Doba splatnosti

Pokud nedojde k předčasnému splacení veškerých nebo některých Dluhopisů nebo k jejich odkoupení a zániku, bude jmenovitá hodnota každého Dluhopisu splacena dne 20. září 2027 („Datum splatnosti“).

## **Předčasné splacení**

*Předčasné splacení z důvodů zdanění.* Pokud dojde ke změně v platné daňové úpravě Dluhopisů (včetně jakékoli změny zákonných nebo podzákonných právních předpisů České republiky nebo jakéhokoli jejího nižšího správního celku nebo daňového orgánu, jakékoli změny mezinárodní daňové dohody, jejíž stranou je Česká republika nebo jakýkoli její nižší správní celek nebo daňový orgán, nebo jakékoli změny v použití nebo výkladu právních předpisů nebo mezinárodních dohod, zejména ze strany soudu, rozhodčího senátu nebo orgánu finanční správy) a Emitent nemá na základě takové změny právo zaúčtovat daňově uznatelné náklady ve vztahu k Dluhopisům v plném rozsahu a tomuto závazku se nelze vyhnout pomocí přiměřených opatření, které má Emitent k dispozici, a za předpokladu splnění podmínek uvedených v odst. 6(10) (Podmínky předčasného splacení a odkoupení).

*Předčasné splacení z rozhodnutí Emitenta.* Emitent je oprávněn, po oznámení o předčasném splacení daném s předstihem maximálně 60 Pracovní dní a minimálně 15 Pracovních dní v souladu s odst. 6(6), předčasně splatit Dluhopisy v plném rozsahu (nikoli však zčásti) s účinností k příslušnému Dni předčasné splatnosti (jak je definován níže) dle výběru Emitenta za předpokladu splnění podmínek uvedených v odst. 6(10) (Podmínky předčasného splacení a odkoupení).

*Způsobilé dluhopisy – předčasné splacení z regulatorních důvodů:* Pokud dojde v regulatorní klasifikaci Dluhopisů ke změně (včetně změn v příslušných bankovních právních předpisech, jejich použití a výkladu ze strany soudů nebo Příslušného orgánu, jak je tento definován níže), která by dle Emitenta pravděpodobně způsobila nebo již způsobila, že závazky ke splacení jmenovité hodnoty Dluhopisů nejsou nebo v budoucnu nebudou způsobilé k zahrnutí (zcela nebo zčásti) do částky, jež má být dosažena pro účely splnění minimálních požadavků na vlastní prostředky a způsobilé závazky Emitenta dle příslušných bankovních právních předpisů v neomezeném a nezastropeném rozsahu, je Emitent oprávněn Dluhopisy v plném rozsahu, nikoli však částečně splatit v Předčasně splácené částce, spolu s (případným) úrokem narostlým do dne stanoveného pro Předčasné splacení, avšak s vyloučením uvedeného dne v den stanovený pro Předčasné splacení v oznámení, a to za předpokladu splnění podmínek uvedených v § 6(10).

## **Omezení práv**

*Žádné započtení/vzájemné zápočty; žádné zajištění/záruka; žádné zvýšení seniority*

Na Dluhopisy se nevztahují žádná ujednání o započtení ani vzájemných zápočtech, jež by narušila jejich schopnost absorbovat ztráty v případě řešení krize. Dluhopisy nejsou zajištěné, ani se na ně nevztahuje žádná záruka ani jiné ujednání zvyšující senioritu pohledávek z Dluhopisů.

*Možnost využití zákonných opatření pro řešení krize*

Před insolvenčí nebo likvidací Emitenta je Orgán pro řešení krize v souladu s příslušnými předpisy upravujícími řešení krize v bankovníctví oprávněn uplatnit pravomoc odepsat (a to až na nulovou hodnotu) dluhy Emitenta z Dluhopisů, přeměnit je na akcie nebo jiné nástroje majetkové účasti na Emitentovi, a to v každém případě v celém rozsahu nebo zčásti, nebo použít jakýkoli jiný nástroj nebo postup pro řešení krize, zejména (nikoli výlučně) odklad splatnosti dluhů nebo převod dluhů na jinou osobu, změnu Podmínek nebo zrušení Dluhopisů.

Lhůta k předložení uvedená v § 801 odst. 1 německého občanského zákoníku ve vztahu k Dluhopisům je (i) zkrácena na deset let u jmenovité hodnoty a (ii) omezena na čtyři roky u úroku.

## **Omezení volné převoditelnosti**

Nepoužije se. Dluhopisy jsou volně převoditelné.

### **1.3.2 Kde budou cenné papíry obchodovány?**

Dluhopisy budou přijaty k obchodování na Regulovaném trhu Lucemburské burzy cenných papírů.

### **1.3.3 Jaká jsou hlavní rizika specifická pro tyto cenné papíry?**

#### **Rizika spojená s Dluhopisy:**

- Přijetí opatření pro řešení a předcházení krize finančních institucí ve vztahu k Emitentovi může mít nepříznivý vliv na hodnotu Dluhopisů a uspokojení nároků z Dluhopisů.
- Pokud budou přijata opatření pro řešení krize finančních institucí, mohou být jakékoli nároky z Dluhopisů předmětem odpisu nebo konverze.

#### **Konkrétní rizika spojená se Způsobilými dluhopisy:**

- Nepreferované způsobilé dluhopisy jsou spojené se zvýšeným rizikem ztráty v případě insolvence Emitenta a v případě odpisu nebo konverze způsobilých závazků Emitenta.
- Způsobilé dluhopisy nemohou být splaceny z rozhodnutí Vlastníků dluhopisů.

#### **Rizika spojená s konkrétními podmínkami Dluhopisů:**

- Dluhopisy s pevnou úrokovou sazbou (včetně dluhopisů s možností navýšení úroků/dluhopisů s možností snížení úroků).
- Rizika spojená se srážkovou daní v České republice.
- Rizika spojená s doložením nároku Konečného vlastníka na Daňovou úlevu.

#### **Rizika spojená s charakterem Dluhopisů:**

- Rozhodný den aplikovatelný pro Dluhopisy na doručitele.
- Riziko likvidity.

## **1.4 KLÍČOVÉ INFORMACE O VEŘEJNÉ NABÍDCE CENNÝCH PAPÍRŮ A/NEBO O JEJICH PŘIJETÍ K OBCHODOVÁNÍ NA REGULOVANÉM TRHU**

### **1.4.1 Za jakých podmínek a podle jakého časového rámce mohu investovat do tohoto cenného papíru?**

Dluhopisy budou investorům nabízeny Emitentem za počáteční emisní kurz ve výši 100 % jmenovité hodnoty první den nabídky. Další emisní kurzy budou určeny dle tržních podmínek; Nabídkové období započne dne 20. září 2022 (včetně) a bude trvat nejdéle do 8. září 2023 (včetně), s výhradou zrušení nabídky Emitentem, nebo dosažení celkové jmenovité hodnoty, nebo uskutečnění předčasného splacení.

#### ***Plán distribuce a veřejné nabídky Dluhopisů***

Dluhopisy budou prodávány institucionálním investorům v souladu s příslušnými omezeními vztahujícími se na veřejné nabídky ve všech zemích Evropské unie a ve Spojeném království. Dluhopisy budou veřejně nabízeny retailovým investorům České republiky. V případě pozdější veřejné nabídky Dluhopisů v jedné nebo více dalších zemích, Konečné podmínky vydané v souvislosti s takovou veřejnou nabídkou nebo veřejnými nabídkami budou rovněž zveřejněny na internetových stránkách Emitenta [www.rb.cz](http://www.rb.cz).

#### ***Podmínky a technické podrobnosti nabídky***

Emitent si vyhrazuje právo ukončit nabídku předčasně. Nabídka nepodléhá jiným podmínkám než těm, které jsou uvedeny v tomto shrnutí.

#### ***Potvrzení ve vztahu k objednavce a alokaci, jakož i doručení Dluhopisů***

Doručení a úhrada Dluhopisů bude provedena dne 20. září 2022 nebo kolem uvedeného data. Dluhopisy budou doručeny prostřednictvím Clearstream Banking S.A. a/nebo Euroclear Bank SA/NV („**Clearingový systém**“) a jeho bank sloužících jako depozitáři proti úhradě emisního kurzu.

#### ***Odhad nákladů účtovaných investorovi***

Nepoužije se; sám Emitent neúčtuje žádné náklady. Mohou však být účtovány jiné náklady, např. poplatky depozitáře. V případě upsání prostřednictvím Specificky autorizovaných nabízejících lze očekávat poplatky za nabytí, prodej, přeměnu a úschovu ze strany finančních zprostředkovatelů a bank vykonávajících úschovu.

#### ***Odhad celkových nákladů na emisi a nabídku***

Emitent předpokládá, že mu vzniknout výdaje ve formě provizí a jiné výdaje spojené s nabídkou, a to přibližně ve výši 4,300 EUR.

### **1.4.2 Kdo je osobou nabízející cenné papíry a/nebo osobou žádající o jejich přejetí k obchodování?**

Dluhopisy budou veřejně nabízeny Emitentem a potenciálně Specificky autorizovanými nabízejícími. Subjektem žádajícím o přijetí Dluhopisů k obchodování je Emitent.

### **1.4.3 Proč je tento základní prospekt sestavován?**

#### **1.4.3.1 Důvody nabídky nebo přijetí k obchodování na regulovaném trhu**

Důvodem nabídky je získat financování, zajistit se proti určitým rizikům nebo využít aktuálních příležitostí na trhu (arbitráž).

#### **1.4.3.2 Využití a odhadovaná čistá výše výnosů**

Výnosy budou využity – jak zmíněno pod důvodem nabídky – k získání financování, zajištění se proti určitým rizikům nebo využití aktuálních příležitostí na trhu (arbitráž). V každém případě je však Emitent oprávněn s výnosem každé emise Dluhopisů nakládat volně.

#### **1.4.3.3 Podstatné střety zájmů v souvislosti s nabídkou nebo přijetím k obchodování**

Neexistují žádné podstatné střety zájmů v souvislosti s nabídkou nebo přijetím k obchodování.