

**Prima banka Slovensko, a.s.**

(incorporated as a joint stock company under the laws of the Slovak Republic)

EUR 400,000,000 Debt Securities Issuance Programme

Prima banka Slovensko, a.s., with its registered seat at Hodžova 11, 010 11 Žilina, Slovak Republic, Identification No.: 31 575 951, registered in the Commercial Register of the District Court Žilina, Section: Sa, File No. 148/L (the **Issuer**) has approved a debt securities issuance programme (in Slovak: *ponukový program vydávania dlhových cenných papierov*) of up to EUR 400,000,000 (the **Programme**), under which it may continuously or repeatedly issue (i) unsubordinated and unsecured notes (the **Senior Notes**) and (ii) senior non-preferred notes (the **Senior Non-preferred Notes**) for the purposes of fulfilment of the minimum requirements for own funds and eligible liabilities of the Issuer (jointly the **Notes** or **MREL Eligible Notes**). The aggregate principal amount of all outstanding Notes issued under the Programme shall not at any time exceed EUR 400,000,000.

All Notes shall be issued in accordance with the laws of the Slovak Republic, in particular under Act No. 530/1990 Coll. on Bonds, as amended (the **Bonds Act**) and Act No. 566/2001 Coll. on Securities and Investment Services, Amending and Supplementing Certain Acts, as amended (the **Securities Act**). The Senior Non-preferred Notes shall be issued as debt instruments with a lower ranking in bankruptcy in accordance with Section 180a(2) of Act No. 7/2005 Coll. on Bankruptcy and Restructuring, Amending and Supplementing Certain Acts, as amended (the **Bankruptcy Act**).

This document constitutes a base prospectus (in Slovak: *základný prospekt*) (the **Prospectus**) for the Notes issued under the Programme for the purposes of Article 8 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 (the **Prospectus Regulation**) pursuant to Commission Delegated Regulation (EU) 2019/979 and pursuant to Article 25 and Annexes 7 and 15 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the **Prospectus DR**).

The Prospectus was approved by the National Bank of Slovakia (the NBS), as the competent authority of the Slovak Republic pursuant to the Prospectus Regulation, by its valid and effective (in Slovak: *právoplatné*) decision on 5 May 2026. The NBS only approved this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the NBS should not be considered as an endorsement of the Issuer or an endorsement of the quality of the Notes that are the subject of this Prospectus.

The Prospectus will not be registered, authorised or approved by any authority of another state, except that the Issuer may request the NBS to notify the approval of the Prospectus to the *Commission de Surveillance du Secteur Financier (CSSF)* as the competent authority of the Grand Duchy of Luxembourg or any other competent authority of another Member State of the European Economic Area (the **EEA**) for the purpose of admitting the Programme or the Notes for trading on a regulated market in that other Member State. The Prospectus is subject to subsequent publication pursuant to Article 21 of the Prospectus Regulation.

The validity of this Prospectus will expire on 5 May 2027 in relation to the Notes, which are to be admitted to trading on a regulated market in the EEA. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid. Anytime during the validity of the Prospectus, a supplement to the Prospectus (a **Supplement**) may be prepared in relation to the updating of the Prospectus and submitted to NBS for approval. Once approved, the Supplement shall be published according to the Prospectus Regulation.

The final terms (in Slovak: *konečné podmienky*) prepared by the Issuer with regard to a particular issue of the Notes under the Programme (the **Final Terms**) will be submitted to the NBS and published in accordance with the Prospectus Regulation and the Securities Act. The Final Terms will include such information of the issue of the Notes, which is unknown at the moment of the preparation of the Prospectus or stated in the Prospectus in several alternatives.

The Issuer may apply for admission of the Programme or the Notes for trading on the regulated market of Luxembourg Stock Exchange (the **LSE**) which is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (**MiFID II**), or on a regulated market in another Member State of the EEA other than the Slovak Republic, in each case compliance with the respective legal regulations and the rules of the relevant stock exchange. Information about the regulated market to which the application for admission to trading will be submitted will be set out in the relevant Final Terms.

Individual issues of the Notes are expected to be rated; the credit rating will be disclosed in the relevant Final Terms. **A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning credit rating agency.** Whether or not each credit rating applied for in relation to a relevant issue of the Notes will be issued or endorsed by a credit rating agency established in the European Union and 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 (the **CRA Regulation**) will be disclosed in the relevant Final Terms. The European Securities and Markets Authority (**ESMA**) publishes on its website a list of credit rating agencies registered and certified in accordance with the CRA Regulation.

Prospective investors should make their own assessment as to the suitability of investing in the Notes. Investing in the Notes involves risks. Prospective investors should consider mainly the risks described in clause 2 “Risk Factors”.

This Prospectus is dated 27 April 2026.

Issuer and arranger
Prima banka Slovensko, a.s.

TABLE OF CONTENTS

Clause	Page
1. Overview of the Programme	1
2. Risk Factors.....	5
2.1 Risk factors associated with the Issuer.....	5
2.2 Risk factors associated with the Notes.....	16
3. Responsibility Statement.....	24
4. Information about the Issuer.....	25
4.1 Basic information.....	25
4.2 History	25
4.3 Business overview	25
4.4 Strategy and key strengths	26
4.5 Principal markets	29
4.6 Rating.....	29
4.7 Information regarding current and new products/services	30
4.8 Organisational structure and status of the Issuer in its group.....	30
4.9 Trend information	30
4.10 Profit forecasts or estimate.....	30
4.11 Administrative, managing and supervising bodies	31
4.12 Major shareholders.....	32
4.13 Financial information concerning assets and liabilities, financial situation and profits and losses of the Issuer	32
4.14 Selected financial information and ratios.....	33
4.15 Legal, administrative and arbitration proceedings	34
4.16 Significant change in the Issuer's financial position and other significant changes	34
4.17 Material contracts.....	34
5. Reasons for the Offer and the Use of Proceeds	35
6. Basic Information about the Notes	36
6.1 Basic information about the Senior Notes	36
6.2 Basic information about the Senior Non-preferred Notes.....	36
7. Common Terms.....	37
PART A: INFORMATION ABOUT THE NOTES.....	37
PART B: TRADING, CONDITIONS OF OFFER AND OTHER INFORMATION.....	51
8. Form of the Final Terms.....	53
9. Distribution and Selling Restrictions.....	62
9.1 Restrictions in the distribution of the Prospectus and offering of the Notes	62
9.2 MiFID II target market.....	64
10. General Description of Taxation and Foreign Exchange Regulation in the Slovak Republic	65
10.1 Taxation in the Slovak Republic	65
10.2 Foreign Exchange Regulation in the Slovak Republic.....	66
11. General Information	67
12. Documents Incorporated by Reference	71
13. Documents Available	72
14. Glossary.....	73

1. OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete; it provides only the selection of information from the following parts of the Prospectus. Therefore, it is qualified in its entirety by the remainder of this Prospectus and, in relation to the terms and conditions of any particular issue of the Notes, the applicable Final Terms.

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of the Prospectus DR.

Issuer:	Prima banka Slovensko, a.s.
Issuer Legal Entity Identifier (LEI):	315700K45LRKNGMUIW27
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme. In addition, there are certain factors, which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme and risks relating to the legal features of the Notes issued under the Programme. All of these are set out in clause 2, "Risk Factors".
Programme Description:	Debt securities issuance programme of up to EUR 400,000,000 under which the Issuer may continuously or repeatedly issue Senior Notes and Senior Non-preferred Notes. Senior Notes and Senior Non-preferred Notes will be issued as the MREL Eligible Notes. All Notes will be issued in accordance with the laws of the Slovak Republic.
Arranger:	Prima banka Slovensko, a.s.
Issuing and Paying Agent (Administrator):	Prima banka Slovensko, a.s.
Credit Rating Agency:	Moody's Deutschland GmbH, Moody's Investors Service España, S.A. or any other Moody's (as defined in clause 14 below) entities, which are incorporated in the EU and registered under the CRA Regulation.
Programme Size:	The aggregate principal amount of all outstanding Notes issued under the Programme shall not at any time exceed EUR 400,000,000.
Dealers:	The Issuer may appoint one or several financial institutions (intermediaries) to act as the dealers for offering of any individual issuance of the Notes. The Issuer itself may act as the Dealer.
Distribution:	Notes may be distributed only by way of private placement and on a syndicated or non-syndicated basis.
Currencies:	Notes will be denominated only in euro.
Maturities:	The Notes will have maximum maturity of up to 15 years or shorter set out in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body), supervisory authority or any laws or regulations applicable to the Issuer.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as specified in the Final Terms.

Form of Notes:	Notes will be issued in registered form (in Slovak: <i>zaknihované</i>) bearer (in Slovak: <i>na doručiteľa</i>) Notes (in Slovak: <i>dlhopisy</i>) under Slovak law. No global or physical certificates, definitive certificates or coupons will be issued with respect to any Notes.
Yield on the Notes:	The Notes may be issued as notes: <ul style="list-style-type: none"> (i) without payment of interest income (zero coupon) and their yield is determined as the difference between the principal amount of the Notes and their issue price; (ii) bearing a fixed interest rate; or (iii) bearing interest at the floating rate set as the sum of the Reference Rate and the Margin (if any) specified in the Final Terms.
Repurchase:	As specified in the Final Terms, the Issuer has the right to purchase any of the Notes on the secondary market at any market price any time. The Issuer will be entitled to repurchase all or some of the Notes only if the relevant regulatory conditions have been satisfied including (if required) approval of the competent supervisory authority and/or resolution authority.
Early redemption at the request of Holders:	The Holders shall not have the right to request early redemption of the Notes, except in limited circumstances upon change of certain material terms of the Notes by voting of a Meeting as set out in applicable law.
Early redemption decided by the Issuer:	In case it will be specified in the Final Terms, the Issuer will, on the basis of its decision, be entitled to early redeem all (not only some) Notes issued and outstanding as of the Early Maturity Date. The Issuer is obliged to announce such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer is entitled to early redeem all (but not only some) Notes only if specified so in the Final Terms, and ultimately only if the relevant regulatory conditions have been satisfied including (if required) approval of the competent supervisory authority and/or resolution authority.
Early redemption due to minimal outstanding aggregate principal amount (Clean-Up Call):	In case it will be specified in the Final Terms, the Issuer will be entitled to redeem the Notes early on a specified date, if 75 per cent. or more of the aggregate Principal Amount of the Notes of the same issue have been redeemed or repurchased (and then held or cancelled) by the Issuer.
Early redemption for regulatory reasons:	In case it will be specified in the Final Terms, the Issuer will be entitled to redeem the Notes early on a specified date, if there is a change in the regulatory classification of the Notes that occurs on or after the Issue Date of the Notes and that would be likely to result or has resulted in their exclusion in full or in part or as a reclassification as a lower quality form of own funds or eligible liabilities instruments (in each case on an individual and/or consolidated basis of the Issuer) pursuant to the Capital Regulations.
Early redemption for tax reasons:	In case it will be specified in the Final Terms, the Issuer will be entitled to redeem the Notes early on a specified date, if it becomes obliged to make additional payments to the Holder as compensation for the deduction or withholding of tax.
Denomination of Notes:	Denomination of each Bond will be at least EUR 100,000.

Taxation:	<p>All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any relevant jurisdiction, unless such deduction is required by law.</p> <p>The applicable Final Terms may indicate that in case any such deduction or withholding is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.</p> <p>Payments in respect of the Notes may be subject to any deduction or withholding required by FATCA and no additional amounts will be paid to cover the amounts so deducted.</p> <p>Regarding the related terms of taxation, see clause 10 of the Prospectus titled “General Description of Taxation and Foreign Exchange Regulation in the Slovak Republic”.</p>
Negative Pledge:	<p>The Terms and Conditions of the Notes will not contain any negative pledge provision.</p>
Cross-default:	<p>The Terms and Conditions of the Notes will not contain any cross-default provision.</p>
Status of the Notes:	<p>Obligations from the Senior Notes constitute direct, general, unsecured, unconditional and unsubordinated obligations of the Issuer which rank <i>pari passu</i> among themselves and always rank at least <i>pari passu</i> with any other direct, general, unsecured, unconditional and unsubordinated obligations of the Issuer, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law.</p> <p>Obligations from the Senior Non-preferred Notes constitute direct, general, unsecured and unconditional obligations of the Issuer with a lower ranking in bankruptcy in accordance with Section 180a(2) of the Bankruptcy Act, and rank <i>pari passu</i> among themselves and always rank at least <i>pari passu</i> with any other direct, general, unsecured, unconditional obligations and any obligations of the Issuer with the same ranking in bankruptcy, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law.</p> <p>MREL Eligible Notes may be issued either as the Senior Notes or Senior Non-preferred Notes, as will be specified in the respective Final Terms.</p>
Credit Rating:	<p>Individual issues of the Notes are expected to be rated, and such rating, as well as the credit rating agency which has assigned it, will be specified in the Final Terms. The rating cannot be considered a recommendation to purchase, sell or hold the securities and may be subject to suspension, downgrade or withdrawal at any time by the assigning credit rating agency.</p>
Listing:	<p>Notes may be listed or admitted to trading, as the case may be, on a regulated market of the LSE or on other regulated markets outside of the Slovak Republic as decided by the Issuer.</p> <p>Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
Settlement:	<p>The primary settlement of the Notes will be in each case through Slovak Central Securities Depository (in Slovak: <i>Centrálny depozitár cenných papierov SR, a.s.</i>) (the Central Depository).</p>

The Notes may also be settled and held through international central depositories such as Euroclear or Clearstream through their bridge accounts or links maintained with the Central Depository.

Governing Law:

The Notes, the Programme and any non-contractual rights and obligations arising out of or in connection with the Notes and the Programme will be governed by, and shall be construed in accordance with, the Slovak law.

Selling Restrictions:

The Notes are not for distribution to non-professional clients.

There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA Member States, the United Kingdom and other jurisdictions such other restrictions as may be required in connection with the offering and sale of a particular issue of the Notes.

For more details, see clause 9 “*Distribution and Selling Restrictions*”.

United States Selling Restrictions:

Regulation S, Category 2 of the United States Securities Act of 1933.

2. RISK FACTORS

Prospective investors should carefully consider the risk factors set forth below as well as any other information included in the Prospectus and the relevant Final Terms prior to making any investment decision with respect to the Notes. The described risk factors may individually or jointly affect the Issuer's ability to meet the obligations under the Notes.

The Issuer has only described in the Prospectus the risk factors related to its business, activities and financial situation and prospects that it considers to be material and of which it is currently aware. There may be additional risks that the Issuer does not currently consider significant or currently not aware of, which may also have an adverse effect on business, activity, financial situation, prospects and the Issuer's ability to meet the obligations under the Notes. Therefore, the inability of the Issuer to pay interest, repay the principal amount or other sums arising from or in relation to the Notes may also be caused by other reasons which the Issuer may not consider to be material based on information available to it, or which it is unable to foresee as at the date of the Prospectus.

The risk factors described below are lined up according to materiality, probability of their occurrence and the expected magnitude of their negative impact on the Issuer's business. The risk factors are presented in a limited number of categories depending on their nature. In each category the most material risk factors are mentioned first.

2.1 Risk factors associated with the Issuer

Each of the Issuer related risks highlighted below could have a material adverse effect on the Issuer's business, operations, financial situation or prospects which, in turn, could have a material adverse effect on its ability to meet the obligations under the Notes. 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.

Risk factors associated with the Issuer have been classified into the following categories:

- (i) Macroeconomic risk factors affecting the Issuer;
- (ii) Risk factors associated with the market, client sector and position in the Slovak banking market;
- (iii) Risk factors associated with the Issuer's financial situation and creditworthiness; and
- (iv) Legal, regulatory and operational risk factors associated with the Issuer.

Macroeconomic risk factors affecting the Issuer

The Issuer may be adversely affected by the effects of the changing global financial and economic environment, geopolitical situation and still ongoing military conflict in Ukraine and in the Middle East, persistent local inflation pressures, change in the monetary policy and volatile interest rates, economic conditions specific to Slovakia and other negative macroeconomic and market factors

The business performance of the Issuer and ability to meet the obligations under the Notes will be affected by the overall performance of the Slovak economy which as a member state of EU and Eurozone is highly interconnected to global economy of countries inside and outside of EU and global financial markets. Due to high dependency on international trade, consumer consumption in EU and global financial markets the unfavourable effects of geopolitical situation, introduction of new international trade tariffs, ongoing conflict in Ukraine and in the Middle East which contribute to disruption of global supply chains and energy markets leading to inflationary pressures, pressure on energy prices and volatile interest rates as a result of monetary policy changes may have adverse effect on the Slovak economy that might translate into the performance of the Issuer.

Despite adverse effects in macroeconomic environment, the Slovak economy continues to grow by 1% in 2025 on YoY level and outperforms two previous years¹. Gross domestic product was mainly driven by higher investments, international trade and higher industry performance but was negatively affected by retail consumption because of elevated inflation and higher interest rates. However current development in

¹ Statistical Office of the Slovak Republic. Gross domestic product in the 4th quarter of 2025. Published on 13th February 2026. Available at: <https://slovak.statistics.sk/GPD2025>.

international trade and introduction of new tariffs may imply slowdown of Slovak economy in upcoming years. The Institute of Financial Policy at the Ministry of Finance assumes YoY only minimal growth of GDP at 1% in 2026 following mild improvement in 2027 at 1.2% and 1.7% in 2028².

All macroeconomic expectations are put into significant uncertainty in light of geopolitical tensions and changes in international trade. Even though inflation in Europe and USA is around targeted 2% level, inflation in Slovakia is still under pressure and currently at 4%³. Current fiscal policies such as increased value added tax, ongoing bank tax and introduction of transaction tax for non-retail segments are negatively affecting industry segment by increased costs and are transferred into consumer prices of goods and services and further influence reduction in investments. These effects are partly mitigated by increase in wages and increase in consumption. Current monetary policy of the European Central Bank (ECB) will have limited effects on reducing local inflation in Slovakia.

Fiscal policies of the Slovak Republic and other countries are partly mitigating the effects of high inflation by various compensation schemes and subsidies which create additional pressure on budget deficits and elevated debt levels. This raises concerns of the ability to repay public debt in the future, increasing costs of public debt and future funding options.

Along with increased tensions in global politics and turbulences in international trade that are introducing volatility into interest rates there is an effect of uncertainty regarding future interest rates in relation to ECB monetary policy decisions. Easing inflation and low economic performance puts higher pressure on ECB to further reduce interest rates below 2% which is on par with inflation target. This introduces additional volatility and unpredictability in future development of market interest rates. Further decrease in market rates might have negative effect on the Issuer especially affect profitability and ability to grow its deposit base, attract deposits or to transfer cost of funding to loan portfolio. There is associated risk of increasing credit spreads of issuers which may put additional pressure on funding costs sovereign debt and market funding of the Issuer.

The banking sector is significantly impacted by macroeconomic changes including elevated local inflation and volatile interest rates. Increased local inflation put further pressure on operational costs and thus profitability. Lower interest rates by ECB may have significant impact on profitability and balance sheet development of commercial banks. Potential decisions of ECB to further lower interest rates might not be fully transferred into decreased funding costs from primary deposit or not fully offset the negative impact of lower interest rates on loan portfolio. Lower interest rates might also not fully transfer into lower costs of market funding where a potential increase of credit spreads might cause difficulties in refinancing current maturing debt and thus could impact the performance of the issuer. The market might be experiencing slowdown of loans growth with risk of a decrease which may affect the ability to access market funding. Such development would put further pressure on the pricing of deposits and increase already high competition. Increase in local inflation may put additional pressure on household budgets and potentially increase past due loans and non-performing loans (NPLs).

Clearly there is a high level of uncertainty and risk of cumulative effect of above-mentioned factors which might affect the performance of the Issuer. ECB policy along with the national and EU countries fiscal policies will have a crucial role in future development of macroeconomic situation.

While the Issuer is exposed to macroeconomic and political environment that might be influenced by the military conflict in Ukraine and in the Middle East, he has no material direct exposure to Russia, Belarus, Ukraine or any country in the Middle East, or to any counterparties in these countries. The Slovak economy might be indirectly affected by potential supply chains disruptions of natural gas, oil and other commodities imported from Middle East, Russia or transferred via Ukraine. There is a risk of increased prices of commodities and fossil fuels driving inflation pressures that might influence macroeconomic environment and have an indirect impact on the Issuer. The European Union, the United Kingdom and the USA have imposed sanctions on Russia (while Crimea, Luhansk and Donetsk regions are already subject to sanctions), Belarus and certain individuals, banks and industries based in those countries. The sanctions and Russian countersanctions or other retaliatory measures, however, may also inflict indirect harm on the economy of Slovakia, the EU or specific companies. Although, the imposed sanctions have no direct impact on the Issuer as there are no material exposures to clients inflicted

² Ministry of Finance of the Slovak Republic. Macroeconomic forecast February 2026. Published in February 2026. Available at: <https://www.mfsr.sk/sk/financie/institut-financnej-politiky/ekonomicke-prognozy/makroekonomicke-prognozy/74-zasadnutie-vyboru-makroekonomicke-prognozy-februar-2026.html>.

³ Statistical Office of the Slovak Republic. Inflation-consumer price indices in January 2026. Published on 16 February 2026. Available at: [Inflation – consumer price indices in January 2026](#).

by sanctions. All these risks may negatively affect stability of the Slovak and European banking and capital markets, access to liquidity and risk appetite of investors and thus indirectly affect the Issuer.

Risk factors associated with the market, client sector and position in the Slovak banking market

The Issuer may experience deterioration in credit quality, in particular as a result of financial crises or economic recessions or increased interest rates; The Issuer might suffer losses as a result of the actions of or deterioration in the commercial soundness of its borrowers and counterparties (credit risk/counterparty risk)

Credit risk refers to the commercial soundness of a counterparty (e.g. borrower or another market participant contracting with the Issuer) and the potential financial loss that such market participant may cause to the Issuer if it could not meet its contractual obligations *vis-à-vis* the Issuer. In addition, the value of the provided security and the Issuer's ability to satisfy itself from that security have an impact on the Issuer's credit risk.

The Issuer is and may continue to be exposed to the risk that its borrowers may not repay their loans according to their contractual terms, that the security or income stream securing the payment of these loans may be insufficient or that legislation may be adopted which will impose fixed exchange rates for loans in foreign currencies.

The Issuer is exposed to the counterparty risk, particularly as regards its lending activities to retail and corporate customers. This exposes the Issuer to the risk of counterparty defaults, which have historically been higher during periods of economic downturn.

Potential deterioration in the credit quality provided by the Issuer and increases in NPLs may result in increased risk costs for the Issuer. Its risk costs are based on, *inter alia*, its analysis of current and historical probabilities of default and loan management methods and the valuation of underlying assets and expected available income of clients, as well as other management assumptions. The Issuer's analyses and assumptions may prove to be inadequate and may result in inaccurate predictions of credit performance.

In the ordinary course of its business, the Issuer is exposed to a risk of non-performance by counterparties in the financial services industry. This risk can arise through trading, lending, deposit-taking, derivative business, repos and securities lending transactions, clearance and settlement and many other activities and relationships with institutional clients.

Defaults by, or even concerns about potential defaults or a perceived lack of creditworthiness of, one or more financial institutions, or the financial industry generally, have led and could lead to significant market-wide liquidity problems, losses or defaults by other financial institutions as many financial institutions are inter-related due to trading, funding, clearing or other relationships. This risk is often referred to as "systemic risk" and it affects credit institutions and all different types of intermediaries in the financial services industry. In addition to its other adverse effects, the materialisation of systemic risk could lead to an imminent need for the Issuer and other credit institutions in the market to raise additional liquidity or capital while at the same time making it more difficult to do so. Systemic risk could therefore have a material adverse effect on the Issuer's business, financial condition, results of operations, liquidity and prospects.

The Issuer creates reserves for potential losses arising from default by a counterparty or credit risk. Should actual credit risk exceed current estimates on which the Issuer has based net allocations to provisioning, the Issuer's loan loss reserves could be insufficient to cover losses. This would have a material adverse impact on the Issuer's financial position and results of operations and could affect the Issuer's ability to meet the obligations under the Notes.

The Issuer's economic results are subject to credit conditions in the client sector

Credit conditions in the client sector are dependent to a large extent on factors which are beyond the control of the Issuer. The deterioration of credit conditions across the client base or in particular segment, such as in the consumer loans sector, could result in more debtors being unable to repay their loans according to their contractual terms and consequently lead to an increase of NPLs. This effect may be caused also by a future increase in interest rates. These factors could have an adverse effect on the Issuer's financial situation and in serious cases, result in a reduced ability to perform the obligations under the Notes.

The Issuer's liquidity and profitability would be significantly adversely affected should the Issuer be unable to access the capital markets, to raise deposits, to sell assets on favourable terms, or if there is a strong increase in its funding costs (liquidity risk)

Liquidity risk is the risk of the Issuer to be unable to meet its current and future financial obligations in full and/or in time. This arises, e.g. if refinancing can only be obtained at unfavourable terms or is entirely impossible. Liquidity risk can take various forms.

The Issuer, like many other Slovak banks, relies on client (mainly consumer) deposits, to meet a substantial portion of its funding requirements. The majority of deposits with the Issuer are retail deposits, a significant proportion of which are on-demand deposits. These deposits are subject to fluctuation due to factors beyond the Issuer's control, and no assurances can be given by the Issuer that it will not experience a significant outflow of deposits within a short period of time. Since a significant portion of the Issuer's funding comes from its deposit base, any material decrease in deposits could have an adverse effect on the Issuer's liquidity unless appropriate measures are taken, which may not be possible under economically advantageous terms and conditions, if at all.

Also, the Issuer may be unable to meet their respective payment obligations on a particular day and may have to obtain liquidity from the market at short notice and on unfavourable terms, or even fail to obtain liquidity from the market and, at the same time, be unable to generate sufficient alternative liquidity through the disposing of its assets. Loss of customer trust in the business or performance of the Issuer could result in unexpectedly high levels of loss for the Issuer's clients. Deposits could be withdrawn faster than the rate at which some of the Issuer's borrowers repay their loans, and lending obligations could be terminated. The Issuer's liquidity buffers may not be sufficient and results of the Issuer's liquidity risk management models may lead to inadequate management measures. All of that might negatively affect the Issuer's ability to meet the obligations under the Notes.

The Issuer is exposed to the risk of interest rates fluctuations and volatility of interest rates may have a material adverse effect on the Issuer

The Issuer is exposed to interest risks, since a further increase and volatility in interest rates, could have an adverse effect on the Issuer's interest income and thereby reduce its ability to generate a growing profit. Interest rates are highly sensitive to many factors beyond the Issuer's control, including inflation, monetary policies and domestic and international economic and political conditions. The revaluation of balance sheet items depends on how interest rates change. Higher interest rates may have a bigger impact on deposit rates and funding costs, reducing interest income. Likewise, lower interest rates may affect loans more, creating a risk of lower interest income. Higher loan interest rates also mean higher payments for clients, which could make it harder for them to repay their loans and increase the amount of non-performing loans. This could reduce the Issuer's net interest income and impair the Issuer's ability to fulfil the obligations under the Notes.

The Issuer is exposed to the risk of decline in the value of real estate used as collateral to cover the Issuer's receivables

Commercial and residential real estate prices have declined in the past reflecting economic uncertainty. Developers were forced to cease or delay the development of planned projects due to a lack of customers, or as a result of declining values of real estate used as security they were unable to obtain financing for the development of these projects. These circumstances resulted in a decline of residential and commercial real estate prices. The Issuer's commercial and residential loan portfolios may suffer losses if property values decline in the future or, if as a result of deficiencies in the collateral management, the value of the security proves to be insufficient.

The potential increasing unemployment rate could also lead to an increased number of non-performing loans and losses arising from commercial and consumer loans unrelated to real estate. If these risks were to materialise, it could have an adverse effect on the Issuer's business, financial position, results of activities and prospects.

The abovementioned risk concerns generally the value of the real estate mortgages established in favour of the Issuer as a bank creditor to secure repayment of the loans extended by it.

The Issuer's business, capital position and results of operations have been, and may continue to be, significantly adversely affected by market risks

Market risk refers to the Issuer's specific and general risk position on the asset or liability side in relation to positions in any Issuer's transactions in bonds, equity, cash, derivative and other markets. Market risk is the risk

that market prices of assets and liabilities or revenues of the Issuer will be adversely affected by changes in market conditions and includes, but is not limited to changes of interest rates, credit spreads of issuers of securities, foreign exchange rates, equity and debt price risks or market volatility. Changes in interest rate levels, yield curves, rates and spreads may affect the Issuer's net interest income and margin. Changes in foreign exchange rates affect the market price of assets and liabilities denominated in foreign currencies and may affect foreign exchange trading income.

The performance of financial markets or financial conditions generally may cause changes in the market price of the Issuer's investment and trading portfolios. The Issuer's risk management systems for the market risks to which its portfolios are exposed contain measurement systems which may prove inadequate as it is difficult to predict changes in economic or market conditions with accuracy and to anticipate the effects that such changes could have on the Issuer's financial performance and business operations, in particular in cases of extreme and unforeseeable events. In times of market stress or other unforeseen circumstances, such as the extreme market conditions experienced in 2008 and 2009, previously uncorrelated indicators may become correlated, or previously correlated indicators may move in different directions. These changes in correlation can be exacerbated where other market participants are using risk or trading models with assumptions or algorithms that are similar to the Issuer's. In these and other cases, it may be difficult to reduce the Issuer's risk positions due to the activity of other market participants or widespread market dislocations, including circumstances where asset values are significantly declining or no market exists for certain assets.

To the extent that the Issuer makes investments directly in assets that do not have an established liquid trading market or are otherwise subject to restrictions on sale or hedging, the Issuer may not be able to reduce its positions and therefore reduce its risk associated with such positions. These types of market movements have at times limited the effectiveness of the Issuer's hedging strategies and have caused the Issuer to incur significant losses, which may also happen in the future.

The realisation of any market risk could have a material adverse effect on the Issuer's financial situation and results of operations and could adversely affect the Issuer's ability to meet the obligations under the Notes.

Competition on the Slovak banking market

The Issuer faces competition from other banking entities offering similar services as the Issuer. If the Issuer fails to succeed in this competition, the results of its activities may be adversely affected. The Issuer faces strong competition in Slovakia from major Slovak banks owned by international groups and several local players. As a result of this competition, in particular in the retail segment, there is still ongoing competition on loan customer rates and margins along with competition for client deposits. Increased funding cost of primary deposits and failure to transfer such costs into loan interest rates may have a significant negative impact on Issuer's financial condition and results of operations.

Issuer's ability to compete effectively will depend on the ability of its businesses to adapt quickly to market and industry trends. If the Issuer fails to compete effectively, or if governmental action in response to financial crises or economic downturns results in it being placed at a competitive disadvantage, the Issuer's business, financial condition and results of operations may be adversely affected.

The Issuer is a privately owned bank that is not part of a major banking group

The Issuer is not a part of any major international banking group. The Issuer is almost wholly owned by Penta Investments Group, a regional investment group ultimately held and controlled by several natural persons. The Issuer is a local Slovak bank without significant cross-border or wider Eurozone activities and its resolution regime thus will most likely not be treated as systemic issue at the European level. However, effective as of 1 January 2023, the Issuer has been identified by the national regulator as Other Systemically Important Institution (O-SII). This means that the Issuer may not be able to rely on funding or other support from its shareholders or wider group or may be treated as less important by relevant authorities in case of deterioration of its financial conditions or any crisis situation affecting the Issuer. This may place the Issuer at a competitive disadvantage in such situations compared with other Slovak banking institutions which belong to major financial groups.

Despite the fact that Penta Investments Group positions itself as a long-term investor, the fact that the Issuer is a privately held company may expose the Issuer to changes in the shareholders' strategy that are potentially more volatile or subject to other considerations compared with strategy decisions made within major conventional banking groups.

The Issuer's growth may be limited by the growth of the banking market

The Issuer is one of the medium sized banks on the Slovak banking market, being the fifth largest in terms of the total value of assets as of 31 December 2025. Its business model is to a significant extent based on its ability to sustain further growth. With regard to the financial and economic crisis that has hit individual Eurozone states, should the market conditions not develop favourably for the Issuer, it may lead to the slower or suspended growth of the Issuer and the deterioration in its economic results.

Risk factors associated with the Issuer's financial situation and creditworthiness***Any deterioration, suspension or withdrawal of the credit rating of the Issuer or the Slovak Republic could result in increased funding costs, may damage customer perception and may have other material adverse effects on the Issuer***

In January 2026, the Issuer has been assigned a credit rating by Moody's and such credit rating is expected to be maintained by this entity or another Moody's affiliate, in any case by a company established and registered in the EU under the CRA Regulation. This credit rating constitutes an opinion of Moody's on the creditworthiness of the Issuer, i.e. an indicator of likelihood of a possible loss due to insolvency, delay in payments or incomplete payments to investors. However, the assigned credit rating does not express all risks and a situation may arise that would lead to losses of the Issuer, a negative impact on its results of operations, or on its ability to meet its obligations under the Notes. It cannot be considered as a recommendation to buy, hold or sell the Notes or other securities issued by the Issuer.

A credit rating agency may downgrade, suspend or withdraw the credit rating of the Issuer, in particular as a result of adverse macroeconomic developments or changes in the regulatory environment in the Slovak Republic, company-specific developments or changes in the credit rating agency's underlying assumptions. Rating agencies also change or adjust their ratings methodologies from time to time. A credit rating may also be suspended or withdrawn if the Issuer were to terminate the agreement with the relevant rating agency or to determine that it would not be in its interest to continue to provide financial data to the rating agency. A credit rating could also be adversely affected by the soundness or perceived soundness of other financial institutions in the Slovak Republic, region or Eurozone.

Downgrading the Issuer's credit rating may have a negative effect on the market price of issued and outstanding Notes. Downgrading of the credit rating may also lead to a restriction of access to funds, and consequently to higher refinancing costs. Since the Issuer is also to some extent dependent on the interbank market as a refinancing source, any funding rate increase caused by a downgrade, suspension or withdrawal of a credit rating by a rating agency may restrict its access to refinancing opportunities and may have a significant effect on the Issuer's earnings. In particular, a credit rating downgrade to below investment grade might restrict investors to invest in the Notes issued by the Issuer, leading to a reduced funding volume. Furthermore, a rating downgrade or any negative publicity concerning its situation may cause reputational or consumer perception issues for the Issuer. Such issues could in turn reduce deposits and cause a disruption of the Issuer's client base.

Finally, also downgrading, suspension or withdrawal of the credit rating or publishing of negative information or prospects regarding the Slovak Republic as a sovereign country can also result in the increased costs or restrictions of the Issuer's funding.

The Issuer may not be able to meet the minimum requirement for own funds and eligible liabilities (MREL)

Under the BRRD, each institution must ensure that it always meets the minimum requirement for own funds and eligible liabilities (MREL) requirement. Such minimum requirement currently shall be determined by the resolution authority and shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution.

Since 1 January 2023, the Issuer is classified as a systemically important institution. As of the date of the Prospectus, the MREL requirement for the Issuer is set at 23.61% of the total risk exposure amount and at 5.18% of the leverage ratio exposure. The transitional period for the Issuer to meet the MREL requirement ends on 1 January 2028. The Issuer expects as of the date of the Prospectus that for the purposes of meeting the MREL requirement might have to issue new MREL-eligible liabilities within the period ending 31 December 2026. The current MREL requirement is above the required level of own funds as defined in Article 92 (1) of CRR and in Article 104 (1(a)) of CRD IV. There is a risk that in the future, the Issuer may not be able to meet the MREL requirement which could result in higher refinancing costs, regulatory measures and, if resolution measures were

imposed on the Issuer, could significantly affect its business operations, could lead to losses for its creditors (including the Holders of the Notes) and could have an adverse effect on the Issuer's ability to make payments on the Notes.

In the future, the Issuer may grow by a way of an acquisition or a merger, which may result in an unsuccessful integration, failing to realise the expected synergies, growth opportunities and other expected benefits or related unexpected costs

Despite the fact that the Issuer has no knowledge of any contemplated acquisition or merger as of the date of this Prospectus, it or its shareholders may in the future undertake some acquisitions or mergers, as has already happened in the past. Any future acquisitions or mergers could present a number of additional risks, including problems with effective business integration, inability to maintain pre-acquisition key business relationships, increased costs, exposure to unexpected liabilities and difficulties in implementing planned efficiency boosts, synergies and cost savings, each of which may have a material adverse effect on the Issuer's financial position, cash flows and the ability to make payments under the Notes. The Issuer may be, due to these acquisitions or mergers, exposed to new risks or to greater risks than those currently faced. It is possible that the Issuer will not be able to manage these risks. Any occurrence of these risks could adversely affect the Issuer's financial position, cash flows and the ability to make payments on the Notes.

Legal, regulatory and operational risk factors associated with the Issuer

New regulatory requirements and changes in particular regarding sufficient capitalisation and debt ratios could lead to increased capital requirements and reduced profitability of the Issuer

In response to the global financial crisis and the European sovereign debt crisis, a number of initiatives relating to the regulatory requirements applicable to European credit institutions, including the Issuer, have been (and are currently being) implemented, adopted, or developed. These include the following:

(a) **EU Banking Reform Package of the European Commission and the European Council**

On 20 May 2019, the European Commission adopted the EU Banking Reform Package consisting of the revised CRD IV and the CRR as well as of the BRRD. The reforms build on existing EU banking rules and aims to complete the regulatory agenda of the European Commission after the end of the global financial crisis and the Eurozone debt crisis. The EU Banking Reform Package contains the following key elements: (i) more risk-sensitive capital requirements, in particular in the area of market risk, counterparty credit risk, and for exposures to central counterparties; (ii) a binding leverage ratio to prevent institutions from excessive leverage; (iii) a binding net stable funding ratio to address the excessive reliance on short-term wholesale funding and to reduce long-term funding risk; and (iv) the total loss absorbing capacity (the **TLAC**) requirement for global systemically important banks and other credit institutions. The insolvency ranking of unsecured debt instruments was also amended to facilitate credit institutions' issuance of such loss absorbing debt instruments.

(b) **bank recovery and resolution legislation**

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 (Bank Recovery and Resolution Directive) (the **BRRD**) should also contribute to the stability of the banking sector. The stress tests by the ECB, first conducted in 2014, and the European Banking Authority also have a significant effect on the banking sector. BRRD was implemented in the Slovak Republic by Act No. 371/2014 Coll. on the resolution of crisis situations on the financial market, as amended (the **Resolution Act**). This act provides a framework for the recovery and resolution of the credit institutions' crisis situations and, *inter alia*, requires the institutions to prepare "recovery plans" setting out certain agreements and measures that can be used in the event of a substantial deterioration in the financial institution's position to restore its viability from a long-term perspective. Moreover, the institutions must always meet the minimum requirements for own funds and eligible liabilities (MREL). The Issuer is not subject to the single resolution mechanism (the **SRM**).

(c) **MREL**

In order to ensure the effectiveness of bail-in and other tools for resolution of crisis situation introduced by the BRRD, the banking regulation requires that all institutions must meet an individual MREL

requirement to be calculated as a percentage of total liabilities and own funds and to be set by the relevant resolution authorities.

The package of measures related to the European banking reform also includes Directive (EU) 2019/879 on the revision of the BRRD Directive (**BRRD2**), which has been implemented into the Slovak Resolution Act with effect from 28 December 2020. BRRD2 introduces full implementation of the TLAC standard and revises the MREL regime. Other changes to the MREL framework include changes to the MREL calculation methodology, the criteria for eligible liabilities that can be considered as MREL, the introduction of internal MREL and other reporting and disclosure requirements for institutions.

Stricter and/or new regulatory requirements may be adopted in the future, and the existing regulatory environment continues to evolve. Any such regulatory development could result in requirements for increasing the Issuer's capital which may increase the Issuer's financial costs and could have an effect on the Issuer's profitability. In addition, regulatory developments may expose the Issuer to additional costs and liabilities which may require the Issuer to change its business strategy or otherwise have a negative impact on its business, the offered products and services as well as the value of its assets. If the Issuer is unable to increase its capital ratios sufficiently and/or comply with other regulatory requirements, its credit ratings may drop and its cost of funding may increase, and/or the competent authorities may impose fines, penalties or other regulatory measures. The occurrence of all such consequences could have a material adverse effect on the Issuer's business, financial condition and results of its operations.

Risk of changes in the tax framework, in particular regarding the introduction of a financial transaction tax

The future development of the Issuer's assets, financial and profit position, inter alia, depends on the tax framework. Every future change in legislation, case law and the administrative procedures and practice of tax authorities and other relevant public authorities may have an adverse effect on the Issuer's assets, financial and profit position.

With effect from 1 January 2024 and pursuant to Act No. 235/2012 Coll. on special levy from business activities in regulated areas and on amendments and supplements to certain laws, banks and other institutions with a license issued by the National Bank of Slovakia were included among the regulated entities to which a special levy is applied from doing business in regulated industries. For regulated entities who carry out activities in the field of banking, an increased levy rate of 30% of gross profit per year was applied for 2024 and 24.96% for 2025. The rate is being gradually reduced in 2026 to 20.04%, in 2027 to 15%, and only from 1 January 2028 the rate for banks should be unified with other regulated entities at 4.36%. The basis for calculating the special levy is the financial result in the relevant year adjusted for government bond yields, multiplied by the coefficient. The coefficient takes into account the ratio of revenues achieved from regulatory activities to the total revenues achieved in the relevant year. The amount of the special levy from business activities is subsequently determined as the product of the basis and the rate applicable for the relevant year. This may result in the weakening ability of the Slovak banks to prepare for the potential crisis and jeopardize the financial stability of the sector. The bank levy may have significant impacts on the profitability of the Issuer as well.

A new financial transactions tax (in Slovak: *daň z finančných transakcií*) was introduced in Slovakia from 1 April 2025. The tax is levied on outgoing payments, cash withdrawals, the use of payment cards, recharged expenses made by legal entities (businesses) and branches of foreign entities. The tax rates vary from fixed amount of EUR 2 per year for the use of payment cards, 0.40% on outgoing payments (except for the payment card transactions), with a maximum cap of EUR 40 per transaction to 0.80% on cash withdrawals with no maximum cap, subject to exemptions. The tax base will be the total amount of each individual financial transaction or recharged expense. Individuals are not subject to the tax. The tax also applies to the Issuer as a legal entity and while it directly affects the Issuer, it only moderately impacts his profitability. Its full impact is, however, still unclear and it may also have broader negative effects on economic activity and use of banking payment services in general.

There is still a proposal for a financial transaction tax within the European Union (the **FTT**). After adoption of the FTT, financial transactions related to derivative contracts shall be taxed at a minimum rate of 0.01% of the principal amount referred to in the derivative contract. All other financial transactions (e.g. the purchase and sale of shares, Notes and similar securities, money market instruments or units in collective investment undertakings) shall be taxed at a minimum rate of 0.1%, while the taxable amount will be everything which constitutes a consideration paid or owed from the counterparty or a third party in connection with this transaction. The planned

deadline for the FTT introduction has been postponed several times in the past, and it is currently not clear either whether the FTT will be introduced in the proposed form, or at all. However, if the FTT were introduced, due to higher costs, it would have a negative impact on the financial position and profit of the Issuer.

Changes in consumer protection laws and the application or interpretation of such laws might limit the fees and other pricing terms and conditions that the Issuer may charge for certain banking services and might also allow customers to claim back some of those fees already paid in the past

Changes in consumer protection laws or the interpretation of consumer protection laws by courts or governmental authorities could limit the fees that the Issuer may charge for the provision of some of its products and services and thereby result in lower commission income. Moreover, as new laws and amendments to existing laws are adopted, these laws may be interpreted inconsistently or applied or changed or interpreted in a manner that is more restrictive. The Issuer has been a party to a number of civil and regulatory proceedings initiated by customers, administrative authorities or consumer protection agencies and associations. The legal proceedings mainly relate to allegations that certain contractual provisions, particularly in respect of consumer loans, violate mandatory consumer protection laws and regulations. These allegations relate to the enforceability of certain fees as well as contractual provisions for the adjustment of interest and currency exchange rates. Moreover, any such changes in consumer protection laws or the interpretation of such laws by courts or governmental authorities could impair the Issuer's ability to offer certain products and services or to enforce certain contractual provisions and reduce the Issuer's net commission income and have an adverse effect on the results of its operations.

Compliance with anti-money laundering and anti-terrorism financing regulations involves significant costs and efforts and non-compliance with them may have severe legal and reputational consequences

The Issuer is the obliged person pursuant to applicable legal regulations regarding anti-money laundering and anti-terrorism financing (the AML). Legal regulations regarding AML issues have been tightened in recent years in particular as a result of the implementation of the Fifth Anti-Money Laundering Directive, Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing. Monitoring compliance with AML rules can result in a significant financial burden on banks and other financial institutions and can pose significant technical problems. Despite the implementation of any applicable legal regulations regarding the AML, the Issuer cannot guarantee that it is in compliance with all applicable AML rules at all times and that the AML policy and standards are being consistently applied by its employees in all circumstances. Any violation of the AML rules or even alleged violations of these rules may have severe legal, monetary and reputational consequences and could have a material adverse effect on the Issuer's business, financial position and results of activities.

Litigation risk

Despite the fact that the Issuer is not aware that it may be a party to any administrative, legal or arbitration proceedings that may have or recently have had a significant effect on its financial position or profitability, it is possible that in the future it could become a party to litigation or proceedings that may have an adverse effect on its economic results.

Evolving legislation and tax rules can have a material adverse effect on the Issuer

The legal order of the Slovak Republic is subject to significant changes. In many cases, the interpretation and laws are changing continuously, which may result in existing laws and regulations being applied inconsistently or arbitrarily and new laws being introduced.

The legal infrastructure and the law enforcement system in the Slovak Republic are less developed compared to those in some Western European countries. In some circumstances, it may not be possible to obtain legal remedies to enforce contractual or other rights in a timely manner or at all. The lack of legal certainty or the inability to obtain effective legal remedies in a timely manner or at all may have a material adverse effect on the Issuer's business, results of activities or financial position. Investors should also be aware that in the Slovak Republic, there are fewer judges who specialise in complex matters such as investments in securities compared to the number of judges in Western European countries. Therefore, disputes brought before the Slovak courts may be subject to delays and may not be conducted in a manner similar to more developed legal systems and may, as a result, lead to delays in proceedings or losses on investments.

The Issuer is subject to complex tax regulations that in some cases have only been in effect for a short period of time, are frequently amended and differently enforced. Furthermore, the inefficient collection of taxes may result

in new taxes being continuously introduced in an attempt to increase tax revenues. Therefore, there is a risk that the Issuer may be subject to arbitrary and onerous taxation. Moreover, in a number of cases, the introduction of legal or tax measures is based on political or protectionist reasons and directed primarily against financial institutions.

The risks related to the development and application of the legal and tax systems may have a material adverse effect on the Issuer's financial situation and results of operations, and may affect its ability to meet the obligations under the Notes.

The Issuer is exposed to operational risks in relation to its banking activities

The Issuer is also exposed to operational risks, such as the risk of a loss resulting from the failure or inadequacy of internal processes or systems or from external events. The Issuer is exposed to, inter alia, the risk of fraud by employees or third parties, including the risk of unauthorised transactions and operational errors, administrative errors and errors regarding data storage and errors resulting from the failure of information technology or telecommunications systems. Considering the high volume of transactions performed by the Issuer, misuse or errors may occur or be repeated before they are discovered or rectified. Any inadequacy of the Issuer's internal processes or systems in detecting or containing such risks may result in unauthorised transactions or errors which may have a material adverse effect on the Issuer's business, financial position, results of activities and prospects.

The Issuer's risk management strategies and internal control procedures may expose it to unidentified or unanticipated risks

The Issuer's risk management techniques and strategies have not and may not be fully effective in mitigating the Issuer's risk exposures in all economic market conditions and environments or against all types of risks, including risks that it fails to identify or anticipate. Furthermore, regulatory audits or other regular reviews of the risk management procedures and methods have and may reveal weaknesses or deficiencies in the Issuer's risk management systems. Some of the Issuer's quantitative tools and metrics for risk management are based on its use of observed historical market behaviour. The Issuer applies statistical and other tools to these observations to arrive at quantifications of risk exposures. During the recent financial crisis, the financial markets experienced unprecedented levels of volatility (rapid changes in prices) and the disruption of historically observed correlations (the extent to which prices move in tandem) across asset classes due to extremely limited liquidity. In this volatile market environment, the Issuer's risk management tools and metrics failed to predict some of the losses it experienced and under similar conditions of market disruption may fail to predict future important risk exposures. In addition, the Issuer's quantitative modelling does not take all risks into account and is based on numerous assumptions regarding the overall environment, which may or may not prove to be correct. As a result, risk exposures have arisen and could continue to arise from factors not anticipated or incorrectly evaluated in the Issuer's statistical models.

This has limited and could continue to limit the Issuer's ability to manage its risks in light of the ongoing sovereign debt crisis in several European countries, the outcomes of which are currently unforeseeable. If such circumstances arise that the Issuer did not identify, anticipate or correctly evaluate in developing its statistical models, its losses could be higher than the maximum losses envisaged under its risk management systems. Furthermore, the quantifications do not take all risks or market conditions into account. If the measures used to assess and mitigate risks prove insufficient, the Issuer may experience material unanticipated losses, which could have a material adverse effect on its business, financial position and results of activities.

Any failure of the Issuer's information systems as well as external information systems, interruption of their activities or security and any failure to update such systems may result in lost business and other losses

The Issuer heavily relies on information systems when conducting its business activities. Any failure or interruption of their operation or breach in the security of these systems could result in failures or interruptions in its risk management, general ledger, deposit management or loan origination systems. If the Issuer's information systems, including its back-up systems, were to fail, even for a short period of time, its plans for resumption and continuation of activities prove ineffective, it could be unable to satisfy some customers' needs on a timely basis and could thus lose them.

Likewise, a temporary shutdown of the Issuer's information systems could result in costs that are required for information retrieval and verification. There can be no assurances that such failures or interruptions will not occur or that the Issuer can adequately address them if they do occur.

In addition, the Issuer is also facing the risk of the disruption of critical infrastructure and registries operated by third parties, including public entities, which play a pivotal role in the smooth functioning of real estate transactions and mortgage loan processing. Examples of potential disruptions include cyber-attacks, natural disasters, technical failures, and regulatory changes. Cyber-attacks, such as ransomware attacks, can lead to a complete shutdown of critical systems. A recent example is the ransomware attack on the Slovak cadastral registry, which prevented the completion of any real estate transactions and caused prolonged recovery times. Consequently, there were significant delays in real estate transactions and difficulties in drawing mortgage loans due to problems with receiving relevant documents or making necessary records in the cadastre. Data breaches, another form of cyber-attack, can compromise the integrity of real estate and loan records, leading to potential fraud and legal complications.

In light of the above, the occurrence of such failures or interruptions could have a material adverse effect on the Issuer's business, financial position, results of activities and prospects. In addition, there can be no assurances that the rollout or implementation of any new systems or processes will provide the desired benefit to the Issuer's business, or will not involve failures or business interruptions that could have a material adverse effect on its business, financial position, results of activities and prospects. To a limited extent, the Issuer has outsourced certain IT services to external service providers and may in the future expand the scope of outsourcing arrangements in order to optimise its cost structure and increase flexibility. The unsatisfactory quality of the external providers' services could increase or exacerbate risks associated with the failure or interruption of its information systems and result in additional operational deficiencies or reputational risk.

The Issuer may have difficulty recruiting or retaining qualified employees

The Issuer's existing activities and competitiveness on the Slovak market depend on its ability to retain existing employees and to identify and recruit additional individuals who are not only familiar with the local market conditions, but also have the necessary qualifications and level of experience in banking. On the Slovak market, on which the Issuer operates, the pool of individuals with the required set of skills is smaller than in most Western European countries. Increasing competition for qualified employees from other financial institutions may also make it more difficult for the Issuer to attract and retain qualified employees and may lead to rising labour costs in the future.

Moreover, caps or other restrictions under applicable banking regulations are imposed (or may be tightened in the future) on salaries or bonuses paid to certain employees of the Issuer. These regulatory restrictions may limit the Issuer's ability to hire and retain high-quality employees and could result in losses of qualified employees. If the Issuer is unable to attract and retain new talented employees or if competition for qualified employees increases its labour costs, this could have a material adverse effect on the Issuer's financial position and results of activities.

2.2 Risk factors associated with the Notes

Risk factors which could be material for the Notes and the assessment of market risks related thereto are provided below. No assurances can be given that in addition to the risk factors described below no other facts exist which could have an effect on the Notes and related risks.

Risk factors associated with the Notes have been classified into the following categories:

- (i) Risk factors related to the provisions and limitations in the terms and conditions of the Notes;
- (ii) Legal and regulatory risk factors;
- (iii) Risk factors relating to the impossibility or limitation of early redemption or set-off of the Notes and early redemption of the Notes at the option of the Issuer;
- (iv) Risk factors specific to the Senior Non-preferred Notes; and
- (v) Risk factors related to purchasing and trading with the Notes.

Risk factors related to the provisions and limitations in the terms and conditions of the Notes

No early maturity in the event of non-fulfilment of the Issuer's obligations, no joint representative

Pursuant to the terms of the Notes and in line with the prevailing market practice for debt issuances by Slovak credit institutions in the domestic Slovak market, a default on Issuer's obligations under the Notes will not cause the early maturity (acceleration) of Issuer's obligations owed to the Holders of the Notes or the right of the Holders of the Notes to claim early redemption of the Notes. In the case of a payment default by the Issuer, the Holders of the Notes will have a right to sue the Issuer for payment. However, the Holder will not have the right to demand early redemption of the full principal amount. A default by the Issuer may trigger convening of the meeting of the Holders of the Notes, but there is no common representative of the Holders of the Notes and each Holder will generally have to enforce its rights against the Issuer individually.

Absence of independent calculation agent and paying agent, risk of a potential conflict of interest

With regard to the Notes, the Issuer may act in different capacities, such as a calculation and paying agent (administrator) that enables the Issuer to make calculations in respect of the Notes (e.g. the calculation of the amount of yield to be paid) which are binding for the Holders. Unless an administrator is appointed, all calculations and payments to the Holders will normally be performed by the Issuer. Therefore, there will not be any independent calculation agent or payment administrator normally responsible for these tasks. Therefore, potential conflicts of interest may exist between the Issuer and Holders (in particular where the Issuer acts as a calculation agent), in particular with respect to certain determinations and judgements that the Issuer may make under the Terms and Conditions of the Notes that may influence amounts receivable by the Holders under the Terms and Conditions of the Notes. This is in line with prevailing market practice for debt issuances by Slovak credit institutions in the domestic Slovak market and the Issuer has taken steps to prevent potential conflicts of interests in accordance with the applicable law. However, investors should be aware that they cannot rely on any impartial agents – third parties – if an administrator (agent) is not appointed. This fact may affect the value of the Notes.

The Holders are exposed to the risk that the Issuer is not limited in issuing additional debt securities or creating additional liabilities

The Issuer is not limited to the amount of debt it may issue that may arise or which it can secure. Moreover, the Issuer is not obliged to inform the Holders about the issue, creation or securing of a further debt. The issue, creation, or guarantee of a further debt may have an adverse effect on the market price of the Notes and the Issuer's ability to meet all its obligations arising from the issued Notes and may reduce the amount that the Holders would be able to obtain in the event of the Issuer's bankruptcy. If the Issuer's financial situation deteriorated, the Holders could suffer direct and materially negative consequences, including interruption in interest income or a reduction in the principal amount of the Notes and, in the event of liquidation of the Issuer, loss of the whole investment. All these facts could have a negative impact on the Holders.

Indicated Aggregate Amount of the Issue of the Notes is not binding

The Aggregate Amount of the Issue of the Notes indicated in the relevant Final Terms represents the maximum Aggregate Amount of the Issue of such Notes. However, the actual aggregate principal amount of the Notes

issued in this manner may be lower than the indicated Aggregate Amount of the Issue and may vary during the life of the Notes issued in this manner, depending, in particular, on the demand for such Notes and repurchases by the Issuer. Therefore, no conclusion may be drawn from the indicated Aggregate Amount of the Issue of such Notes with regard to their liquidity on the secondary market.

Risk of the Notes with a fixed interest rate

Holders of these Notes are exposed to the risk that the price of these Notes will fall as a result of interest rate changes. While the nominal interest rate of the Notes is fixed during the life of the Notes, the actual interest rate on the capital market (for the purpose of this paragraph, the **market interest rate**) is subject to change. The change of the market interest rate also means the change of value of the Notes with a fixed interest rate, but in the opposite direction. Thus, if the market interest rate increases, the value of the Notes with a fixed interest rate usually drops to the level in which the interest on such Note is approximately equal to the market interest rate. If, on the contrary, the market interest rate decreases, the value of the Notes with the fixed interest rate usually increases to the level in which the interest on such Note is approximately equal to the market interest rate.

Risk of the Notes with a zero coupon

The Holders of these Notes are exposed to the risk that the price of such Notes will fall as a result of changes in the interest rates, while the prices of these Notes are more volatile than prices of the Notes with a fixed interest rate and are likely to respond to a greater degree to market interest rate changes than interest bearing Notes with a similar maturity.

Risk of financial benchmark and reference rate continuity with regard to the floating rate Notes

The Notes with a floating interest rate are usually volatile investments. The Holder of the Notes with a floating interest rate is exposed to the risk of interest rate fluctuations and uncertain interest income. As a result of interest rate fluctuations, it is not possible to determine in advance the yield on the Notes with a floating interest rate. If the Notes with a floating interest rate are structured so as to include so-called “caps” (i.e. the maximum interest rate), the so-called “floors” (i.e. the minimum interest rate), or any combination thereof or other similar related elements, their market price may change more than the market price of the Notes with a floating interest rate that do not include those elements. The effect of the “cap” is that the amount of interest never rises above and does not exceed a predefined threshold, so the Holder will not be able to benefit from any current advantageous development above the specified threshold. For this reason, the yield may be significantly lower than on the similar Notes with a floating interest rate without the “cap”.

Interest on the Notes with a floating rate of interest will be calculated by reference to one or several specific benchmark indices or swap rates; the reference rate will be provided by a relevant administrator. The EURIBOR (Euro Interbank Offered Rate) and other interest rate indices which are deemed to be benchmarks are the subject of regulatory supervision and recent national and international regulatory recommendations and proposals for reform (such indices jointly the **Benchmarks**). Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or stop to be used, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a Benchmark.

In May 2016, the Council of the European Union adopted the Benchmarking Regulation (Regulation (EU) No. 2016/1011). The Benchmark Regulation entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmark Regulation applies from 1 January 2018, except that the regime for “critical” Benchmarks applies from 30 June 2016. According to the Benchmark Regulation, a Benchmark may only be used if its administrator obtains authorisation or is registered or in the case of an administrator which is based in a non-EU jurisdiction, if the administrator’s legal benchmark system is considered equivalent (Article 30 of the Benchmark Regulation), the administrator is recognised (Article 32 of the Benchmark Regulation) or the Benchmark is endorsed (Article 33 of the Benchmark Regulation) (subject to applicable transitional provisions). The Benchmark Regulation prohibits the use of unauthorised administrators’ Benchmarks. The scope of the Benchmark Regulation is wide and, in addition to so-called “critical Benchmark indices” such as EURIBOR, it applies to many other interest rate indices.

The Benchmark Regulation could have a material impact on Notes linked to a Benchmark, including any of the following circumstances:

- (a) a rate or an index which is a Benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions)

does not satisfy the equivalence conditions, is not recognised pending such a decision and is not endorsed for such purpose. In any such event, depending on the particular Benchmark and the applicable terms of the Notes, the Notes could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted;

- (b) the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level; and
- (c) fall-back provisions will apply in case a Benchmark used as a reference for calculation of amounts payable under the Notes issued under the Programme has ceased to be calculated or administered. The application of these fall-back provisions means the determination of the rate by the Issuer.

In addition to the aforementioned Benchmark Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Any of the international, national or other proposals for reform or the general increased regulatory supervision 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 create certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks.

Benchmarks could also be discontinued entirely. If the Benchmark is discontinued or otherwise unavailable, the interest rate for the Notes with a floating interest rate linked to such a Benchmark will be determined by the Issuer for the relevant period. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further changes in the administration or method of determining a Benchmark could have an effect on the value of any Notes linked to the relevant Benchmark, investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value of any Notes linked to such Benchmark.

Legal and regulatory risk factors

The Notes are not covered by any (statutory or voluntary) protection scheme

The Notes are not covered by any statutory or protection scheme. In addition, no voluntary deposit guarantee scheme exists for the Notes. In the event of the insolvency of the Issuer, investors in the Notes therefore cannot rely on any (statutory or voluntary) protection scheme to compensate them for the loss of capital invested in the Notes and might lose their entire investment.

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

The respective resolution authorities are in accordance with BRRD and its implementation to national law provided with resolution tools and resolution powers to achieve the resolution objectives.

The conditions for resolution are:

- (a) the determination that an institution is failing or likely to fail has been made by the competent authority or the resolution authority; and
- (b) as to the timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures, including measures as a part of an institutional protection scheme, or supervisory action, including early intervention measures or the write-down or conversion of relevant capital instruments taken in respect of the institution, would prevent the failure of the institution within a reasonable timeframe; and
- (c) a resolution action is necessary in the public interest.

One of the resolution tools is the bail-in tool. When applying the bail-in tool, the resolution authority shall exercise the write-down and conversion powers in the following sequence in line with the BRRD:

- (i) Common Equity Tier 1 (CET 1) instruments;

- (ii) Additional Tier 1 (AT 1) instruments;
- (iii) Tier 2 instruments;
- (iv) other subordinated debt that is not AT 1 or Tier 2 capital; and
- (v) the rest of bail-in-capable liabilities, which includes the Notes.

If a bail-in tool is applied to the Notes, their principal amount may be fully or partially written down or converted into equity instruments.

Subordination risk. In case of insolvency of the Issuer, deposits and certain other claims have a higher ranking than claims of the Holders under the Notes.

Under Section 180a of the Bankruptcy Act, which implements Article 108 of the BRRD, in bankruptcy commenced over the Issuer's assets, the following insolvency hierarchy applies to claims of its creditors:

- (a) claims of the Deposit Protection Fund within the scope of compensation paid to depositors pursuant to Section 11(1) of Act No. 118/1996 Coll. on Protection of Deposits, as amended (the **Deposit Protection Act**) or within the scope of the funds provided to resolve the crisis situation pursuant to Section 13(4)(g) of the Deposit Protection Act;
- (b) claims under eligible deposits from natural persons and micro, small and medium-sized enterprises exceeding the coverage level provided for in protection of deposits laws;
- (c) claims of ordinary senior unsecured creditors, these include the claims arising out of the Senior Notes;
- (d) unsecured claims arising out of debt instruments with explicitly stated lower ranking of satisfaction, these include claims arising out of the Senior Non-preferred Notes;
- (e) all subordinated claims out of liabilities that do not constitute Tier 2 capital of the Issuer; and
- (f) all subordinated claims arising out of debt instruments that constitute Tier 2 capital of the Issuer.

Therefore, in case of bankruptcy over the Issuer's assets, claims of the Holders of the Senior Notes would rank lower to claims stated in paragraphs (a), (b) and the Holders of the Senior Notes will be satisfied only after satisfaction in full of these more senior claims.

Similarly in case of bankruptcy over the Issuer's assets, the claims of the Holders of the Senior Non-preferred Notes would rank lower than the claims set out in paragraphs (a), (b) and (c) above and the Holders of the Senior Non-preferred Notes would be satisfied only after full satisfaction of these more senior claims, including claims of Holders of the (preferred) Senior Notes.

Tax impact of the investment

A net income on the Notes may be diminished by the tax burden associated with the investment in the Notes. Interest on the Notes, or profits realised by the Holder upon the sale or repayment of the Notes, may be subject to taxation in the Holder's country of residence, in a country in which the transfer of the Notes takes place or in another country that is relevant in the situation in which the Holder is subject to tax. Official statements of tax authorities or court decisions regarding financial instruments as the Notes may not be available in certain countries.

Withholding tax risk

As at the date of this Prospectus, the yield on the Notes is not subject to any withholding tax, except for yield paid to tax payers who are individuals or tax payers not incorporated or established for business purposes and NBS. In order to benefit from this exception, the tax non-resident may be required to prove the ultimate ownership of income from the Notes and tax residence of a tax non-resident. Unless a tax non-resident proves these circumstances, there is a risk of withholding tax applied according to the Slovak tax law. Neither the Issuer, nor any of its payment agents, nor the persons keeping securities or other administrators have the legal obligation to proactively request and verify these documents and information. The practice of tax authorities concerning the withholding tax is not fully clarified with regard to frequent changes of tax regime. Tax regulations which are subject to changes create negative prospects for the predictability and stability of the Slovak tax environment. Further changes regarding the withholding tax regime cannot be ruled out, which could negatively affect the expected yield on the Notes.

Denomination of financial activities of the Holder in a currency other than the currency in which the Notes will be issued and in which the Issuer will pay the Principal Amount and interest on the Notes, may give rise to exchange rate risks

The Issuer will pay the Principal Amount and interest on the Notes in euro. This presents certain risk related to currency conversions if a Holder's financial activities are denominated in another currency (the **Holder's Currency**). These risks include, in particular, risks related to the significant change of exchange rates (including changes due to the devaluation of the currency specified in the relevant Final Terms or the revaluation of the Holder's Currency) and risks related to the introduction of exchange rate measures and controls. An appreciation of the Holder's Currency relative to the euro with respect to the expression in the Holder's Currency would mean a decrease of (i) the interest income on the Notes; (ii) the Principal Amount; and (iii) the market value of the Notes.

Government authorities may introduce or exercise exchange rate measures and controls that could adversely affect an applicable exchange rate; as a result, certain Holders, whose financial activities are denominated in a currency other than the euro, could receive lower interest on the Notes or a lower Principal Amount than expected or no interest on or Principal Amount from the Notes.

Payments on the Notes may be subject to U.S. withholding tax under FATCA

In certain circumstances, payments made under or in connection with the Notes may be subject to U.S. withholding tax pursuant to Sections 1471 – 1474 of the U.S. Foreign Account Tax Compliance Act (usually designated as **FATCA**) and related legislation, or international agreements on the implementation of FATCA.

FATCA may also affect payments made to custodians or intermediaries in the payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of FATCA withholding, or an ultimate investor that fails to provide the trader (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them.

If withholding is required under FATCA, the Issuer will not be required to pay any additional amounts with respect to the withheld amounts.

Risk factors relating to the impossibility or limitation of early redemption or set-off of the Notes and early redemption of the Notes at the option of the Issuer

The Notes do not allow an early redemption at the option of the Holders

The Notes issued under the Programme do not allow the Holders to call for the early redemption, not even in case of a breach of the Issuer's obligations under the Notes. The Terms and Conditions of the Notes do not stipulate any cases of default or the right to call for early redemption by the Holders of the Notes.

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

The Notes exclude the right to set-off

It is not allowed to use set-off or netting of the Issuer's claims against the claims of the Holders of the Notes to repay the claims of the Senior Notes and Non-preferred Senior Notes issued as MREL Eligible Notes, which are not and must not be secured or subject to a guarantee or other arrangement favouring the claims of the MREL Eligible Notes within the hierarchy of claims.

The available right to set-off mutual claims usually tends to decrease the credit risk between the parties; however, the Holders will not be able to use this positive effect. Because all Notes issued under the Programme will be issued as MREL Eligible Notes, no Holder will be entitled to set-off its claims of the Notes vis-à-vis the Issuer

against any other possible claims, which the Issuer has vis-à-vis the Holder (e.g. in case of a loan provided by the Issuer as a bank to the Holder as a borrower).

Notes may be early redeemed by the Issuer prior to maturity for regulatory or tax reasons or in some cases at the option of the Issuer

The Issuer may, at its option, early redeem all but not some only of the Notes at their principal amount, together with accrued interest (if any) for certain regulatory or tax reasons.

In addition, if such right is stated in the Terms and Conditions of the relevant Notes, the Issuer may, at its sole discretion, early redeem the relevant Notes before their stated maturity, on a specified Early Redemption Date at their principal amount plus accrued interest (if any). In each case of an early redemption, the conditions for early redemption and repurchase (as set out in the Terms and Conditions) have to be met.

The Issuer issues the Senior Notes and Non-preferred Senior Notes primarily for the purpose of meeting the minimum requirements for eligible liabilities. It is not possible to predict, whether such issued Notes will be permanently accepted for purposes of minimal requirements for own funds and eligible liabilities or if any further change in the laws or regulations of Slovak Republic or the EU will occur and so lead to the circumstances, in which the Issuer is able to opt for early redemption of such Notes. In particular, Notes with a remaining maturity of less than one year may cease to qualify as eligible liabilities for the MREL purposes. In such circumstances, the Issuer may seek to early redeem the relevant Notes, subject to obtaining any required permission from the relevant resolution or supervisory authority.

There will be a probable commercial motivation of the Issuer to early redeem the Notes (subject to any relevant restrictions and conditions, including obtaining a permission by a resolution or supervision authority) when its cost of borrowing with similar parameters will be lower than the rate of interest on such Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the rate of interest on the early redeemed Notes and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. Early redemption features are also likely to limit the market price of the Notes. During any period when the Issuer can redeem the Notes, the market price of the Notes generally will not rise substantially above the price at which they can be early redeemed. This may also be true prior to any early redemption period if the market believes that the Notes may become eligible for early redemption in the near term.

Any rights of the Issuer to early redeem or repurchase the Notes are subject to the prior permission of the resolution authority

The CRR stipulates that the early redemption or repurchase of eligible liabilities instruments (including the Notes) prior to the date of their contractual maturity is subject to the prior permission of the relevant resolution authority.

Under the CRR, relevant authority may only permit the Issuer to early redeem or repurchase eligible liabilities instruments such as the Notes if certain conditions stipulated by the CRR are met. These conditions, as well as a number of other technical rules and standards relating to MREL applicable to the Issuer, should be taken into account by relevant authority in its assessment of whether or not to permit any early redemption or repurchase. It is uncertain how the relevant authority will apply these criteria in practice and such rules and standards may change during the term of such 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 Notes.

Furthermore, even if the Issuer would be granted the prior permission of relevant authority, any decision by the Issuer as to whether it will early redeem the Notes will be made at the absolute 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 reserves its right to exercise any of the early redemption right in relation to the Notes and investors should therefore not expect, that the Issuer will exercise any early redemption or repurchase in relation to the Notes.

Holders should be therefore aware that they are likely to bear the financial risks of an investment in such Notes until their final maturity.

Risk factors specific to the Senior Non-preferred Notes***Senior Non-preferred Notes are subordinated to existing unsubordinated unsecured obligations***

The Senior Non-preferred Notes have lower ranking and the claims arising out them will be satisfied in the Issuer's bankruptcy only after satisfaction of the preferred claims from protected and covered deposits (Section 180a(1) of the Bankruptcy Act) as well as all unsecured claims under Section 95(1) of the Bankruptcy Act, which also includes claims under the Senior Notes or other current unsecured obligations. See also risk factor "*Subordination risk. In case of insolvency of the Issuer, deposits and certain other claims have a higher ranking than claims of the Holders under the Notes*" above.

The Senior Non-preferred Notes may, on the basis of a resolution body's decision, be subject to write-offs if a trigger event occurs. This may cause the Holders to lose part or all of the investment in the Notes (legal absorption of losses). Any partial or total write-off or conversion of the principal amount or unpaid interest of the Notes will not under legal regulation of the capitalisation instruments (bail-in), or the write-off and conversion constitute an event of breach of the Notes. This means that any amounts written off or converted in this manner will be irrevocably lost and the Holders will lose any claims arising therefrom, regardless of whether or not the financial position of the Issuer will be renewed. See also risk factor "*The Notes may be subject to a write-down or conversion to equity upon the occurrence of a certain trigger event, which may result in the Holders losing some or all of their investment in such Notes (statutory loss absorption)*" above.

Senior Non-preferred Notes are a new type of financial instruments for which there is no trade history and their regulation may change

There is no relevant business history regarding senior non-preferred debt instruments issued by Slovak financial institutions. Financial market participants, including rating agencies, are only at the early stages of risk assessment related to senior non-preferred obligations. In addition, the regulatory requirements associated with this type of the Notes are not yet stable. The value of these securities may become extremely volatile as soon as they are introduced on the financial market. It is possible that after a certain period of time the value of the Senior Non-preferred Notes will be lower than the investors assumed at the time of their issue by the Issuer. If this was the case, the Holders could suffer losses in respect of their investments in the Senior Non-preferred Notes.

Risk factors related to purchasing and trading with the Notes***Risk that trading in the Notes will be suspended, interrupted or terminated***

The Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. 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. Furthermore, the Issuer cannot guarantee the price for which Notes will be purchased and/or sold on the secondary market. The price is influenced by current market conditions, therefore it changes during trading. Historical development of prices of the Notes cannot be considered as indicator of future development of prices. The Holder is 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 will be redeemed at the amount set out in the relevant Final Terms.

There is also a risk that trading with the Notes on the relevant stock exchange may be suspended, interrupted or terminated for exceptional economic, regulatory or technical reasons, despite no fault or influence on the side of the Issuer.

Risk of relevant clearing/settlement system

There is a risk that the settlement system of the Central Depository or corresponding records of international central depositories such as Euroclear or Clearstream, or links between them, will become dysfunctional due to technical or regulatory reasons, also for instance in case of changes in laws or internal procedures of depositories. The Issuer has no influence on such an event, however, problems with the settlement or restriction of the possibility of holding the Notes through international central depositories may have a negative effect on the price of the Notes and may cause that the securities settlement of the Bond trades will not be realised.

Risk of fluctuations in market price of the Notes

The Holders are at risk of the change of the market price of the Notes in the case of the sale of the Notes. The historical development of the prices of the Notes cannot serve as an indicator of the future development of the prices of any Notes. The development of market prices of the Notes depends on various factors, such as changes in market interest rate levels, the policies of central banks, overall economic developments, inflation rates, changes in taxation methods and the lack of or excess demand for the relevant Notes. Thus, the Holders are exposed to the risk of unfavourable developments in the market prices of the Notes they hold which may materialise if the Holders decide to sell them prior to their final maturity. The Holders must be aware that Notes may be issued at a price higher than the price of comparable Notes on the secondary market which may increase the effect of the unfavourable market price development. If a Holder decides to hold the Notes up to their final maturity, the principal amount will be repaid at the amount set out in the relevant Final Terms.

Credit spread risk

Potential investors in the Notes must be aware that the Notes bear the risk of the Issuer's credit spread, which may increase during the life of the Notes, resulting in a decrease in the price of the Notes. Factors affecting the credit spread include, inter alia, the Issuer's creditworthiness and rating, probability of default, potential loss in the event of a default and the remaining term to maturity of the Notes. The liquidity rate, the general level of interest rates, overall economic developments and the currency in which the Notes are denominated may also have a positive or negative effect.

Reduced yield caused by transaction costs and depository fees

The total return of the investment in the Notes may be affected by the fees mainly related to the acquisition, custody, purchase or sale of the Notes. Therefore, the Issuer recommends that potential investors in the Notes become familiar with the fees charged related to the holding, purchase and sale of the Notes.

Fees and transaction costs reduce the yield an investor will realise on the investment in the Notes. When the Notes are purchased, several types of incidental costs (including transaction fees and commissions) may be incurred and will have to be paid by the investor in addition to the then current market price of the Note. Similarly, when a Holder sells any Notes, such incidental costs will reduce the actual price the Holder will receive for each Note sold. These incidental costs may significantly reduce or even exclude the profitability of an investment in the Notes. For instance, credit institutions as a rule charge their clients commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic managers or brokers, Holders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

Rating of the Notes may not adequately reflect all the risks of investing in the Notes, and may also result in its suspension, downgrade or withdrawal

Even if the Notes will be rated, such a credit rating may not adequately reflect all the risks of investing in these Notes. Credit rating may be also suspended, downgraded or withdrawn. Rating agencies may also change their methodologies for rating securities in the future. Such suspension, downgrade or withdrawal may have an adverse effect on the market value and trading price of the Notes. A credit rating is not a recommendation to purchase, sell or hold securities and may be revised or withdrawn by a credit rating agency at any time.

Inflation risk

The Notes do not contain an anti-inflation clause and the real value of an investment in the Notes may decline as inflation reduces the value of the currency. Inflation also causes a decline in real yields of the Notes. If the inflation rate exceeds the sum of nominal yields of the Notes, the value of real yields of the Notes will be negative. According to the Statistical Office of the Slovak Republic, the year-on-year inflation rate in January 2026 was 4.0%.⁴

⁴ Development of consumer prices in January 2026, the Statistical Office of the Slovak Republic, published on 16 February 2026, available at: <https://slovak.statistics.sk:443/wps/portal?urile=wcm:path:/obsah-sk-inf-akt/informativne-spravy/vsetky/2551396c-a2a4-41a0-875e-41e02d54b12b>.

3. RESPONSIBILITY STATEMENT

Prima banka Slovensko, a.s., with its registered seat at Hodžova 11, Žilina 010 11, Slovak Republic, Identification No.: 31 575 951, registered in the Commercial Register of the District Court Žilina, section: Sa, insert No.: 148/L (the **Issuer**) represents to be solely responsible for the information provided in the Prospectus.

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

In Bratislava, on 27 April 2026

4. INFORMATION ABOUT THE ISSUER

4.1 Basic information

Business name:	Prima banka Slovensko, a.s.
Registered seat:	Hodžova 11, Žilina 010 11
Identification number:	31 575 951
Legal form:	joint-stock company
Country of incorporation:	Slovak Republic
LEI:	315700K45LRKNGMUIW27
Telephone:	+421 41 5111 111
Website:	https://www.primabanka.sk/

The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus. The information on the website has not been scrutinised or approved by the NBS.

The Issuer holds a Slovak banking licence and it is a Slovak bank (credit institution) under the Act on Banks. The Issuer operates under the laws of the Slovak Republic, mainly under the Commercial Code, the Act on Banks and the Securities Act.

4.2 History

The Issuer, Prima banka Slovensko, a.s., identification no. (in Slovak: *IČO*) 31 575 951, is a legal entity that was established by 193 Slovak cities and municipalities by a foundation deed of 14 May 1992 as a joint-stock company under the Commercial Code, with the business name PRVÁ KOMUNÁLNA BANKA a.s (First Municipal Bank). The bank has specialised in providing services and financing to municipalities in the Slovak Republic.

Since 16 December 1992, the Issuer has been registered in the Commercial Register of the District Court Žilina, Slovak Republic, Section: Sa, Insert No.: 148/L. The Issuer is a joint-stock company established for an indefinite period of time and it carries out its business in compliance with Slovak law.

On 1 October 2003, the Issuer changed its name to Dexia Banka Slovensko a.s. after the entry of a new majority shareholder, Franco-Belgian banking group Dexia. At the same time, the Issuer started to build its position in the retail banking sector.

In 2011, Central European private equity group Penta Investments acquired a majority shareholding in the Issuer from Dexia. Subsequently, on 1 January 2012, the Issuer changed its business name to Prima banka Slovensko, a.s. and as a part of the new strategy it started to focus predominantly on retail clients, with a revised services portfolio and simplified products as well as expansion of the branch and ATM network.

In 2016, the majority shareholder Penta Investments acquired Sberbank Slovensko, a.s., which was subsequently merged into the Issuer on 1 August 2017. The Issuer became its legal successor, being the surviving entity. The business integration was completed as of the date of this Prospectus, with no connections to the Sberbank Group.

Throughout the last few years, the Issuer continued executing its long-term strategy and further visibly strengthened its position in the retail banking space while maintaining its significantly above average portfolio quality. The growth was supported also by the very successful inaugural covered bond issue in 2019.

4.3 Business overview

The Issuer is a Slovak bank and operates on the basis of the Commercial Code and the Act on Banks. The Issuer's scope of business includes banking activities performed on the basis of a banking licence granted to the Issuer in compliance with the Act on Banks. The banking activities performed by the Issuer are listed in the Issuer's articles of association and are registered as the scope of business in the Commercial Register. Activities of the Issuer are governed by the laws and regulations of the Slovak Republic.

The Issuer considers individual clients, self-employed, small and medium enterprises and municipalities as its core client base. The principal products and services offered by the Issuer to its clients include account

maintenance, the acceptance of deposits, the provision of loans, and domestic and cross-border payments. At the core of the relationship with each customer there is typically a current account that is further supplemented by other services and products pursuant to client preferences and needs.

Products and services are offered to customers through a country-wide branch network and direct online channels. The bank currently operates the third largest branch and ATM network (117 branches and 280 ATMs) in the country, while being the only bank with branches in each of the 79 administrative districts of the Slovak Republic. It operates very customer-friendly and easy-to-use internet banking services, penetration of its mobile banking application among its customers belongs to the strongest in the market and retains consistently favourable customer ratings. Being very competitive in both its physical presence and its direct online channels gives the Issuer a strong advantage as independent research shows the group of customers using both branches and direct online channels grows the most rapidly, while e.g. the group of customers using direct online channels only is significantly smaller and grows only very slowly.⁵

The Issuer has strengthened its position significantly since 2012, mainly in retail banking, in which it was the fastest growing bank over the period. It continues to grow at a faster pace compared to the rest of the market, principally in retail lending and the number of its main bank customers. It also keeps a leading position in the segment of municipalities as the majority of them continue using the Issuer as their main bank.

This growth follows from consistent execution of the Issuer's long-term strategy. It's driven by simplicity, transparency and the attractiveness of its products and services as well as the swiftness and simplicity of related processes. This, together with a strong customer focus throughout the whole organisation, has helped the Issuer to maintain strong customer satisfaction.⁶ The Issuer's growth is also built on the above-mentioned wide distribution network and its consistent marketing activities. These made its spontaneous brand awareness grow more than that of any other bank over the last few years. The Issuer's spontaneous brand awareness is currently not far behind the top three Slovak banks in this respect and well ahead of a number of bank brands that have operated in the market for a much longer time.⁷

4.4 Strategy and key strengths

The strategy of the Issuer is to build a strong retail-focused bank, with a sustainable business model and distinctive competitive strengths that will translate step by step into an improved market position and financials.

Main values of the Issuer:

- Speed and Simplicity
- Transparency
- Expertise and Credibility

Main pillars of the Issuer's strategy

The Issuer considers individual clients, the self-employed, small and medium enterprises and the municipal segment as its core client base. The Issuer's strategy has remained constant since the entry of its new shareholder in 2011. The cornerstone of the strategy is to build long-term relationships with clients, so that they use the Issuer as their main banking institution. The strategy is built on three pillars: (i) to grow the number of active customers, (ii) to build lending excellence, and (iii) to simplify and grow efficiency. Each of these pillars is discussed further below.

Grow active customers

The Issuer is, as part of this aspect of its strategy, focused in particular on the following areas:

- Current Account as a base for the relationship
- Branches & ATMs, Coverage and Accessibility
- 24x7 Accessibility, Internet/Mobile
- Brand, Marketing and PR
- Customer Satisfaction and Loyalty
- Activation and Retention
- Regular savings and payments

⁵ Go4Insight research "Retail Banking Monitor 12/2025" procured by the Issuer.

⁶ Go4Insight research "Retail Banking Monitor 12/2025" procured by the Issuer.

⁷ 2 muse research 12/2025 procured by the Issuer.

- Future generation

Consistent, step-by-step implementation of the strategy has helped the Issuer to grow its active customer base as well as its main bank share significantly more than any other bank in the market and thus strengthen its relative market position. An attractive product portfolio, together with wide accessibility through the third largest branch and ATM network in the Slovak Republic, in addition to direct online channels, consistently high customer satisfaction and growing brand awareness, have all contributed to this growth.

Build Lending Excellence

Competitive strength and excellence in lending are developed in the following areas:

- Loans to support Relationships
- Consumer Loans
- Housing Loans
- Overdrafts to activate
- Operating and Investment Loans

Within this pillar of the strategy, the Issuer primarily provides clients with fair terms and conditions for loan products and enables them to obtain funding through fast and simple processes without unnecessary complexity. This is achieved through a focus on relatively lower risk customers and financing, which includes the refinancing of customers with a positive track record, avoiding riskier segments and financing. This allows processes to remain straightforward, simple and fast, and allows for a high level of automation. Overall lending process simplicity also avoids the need to provide loans only through selected specialists and allows personal bankers in each of the branches to provide a full range of services.

Thanks to a consistent strategy execution in this area the Issuer has been the market fastest growing bank in retail lending in the market over the last eight years while strengthening its position mainly in lower risk areas of mortgage business. Success in the mortgages market also supports growth in the active customer and main bank customer base.

Simplify and Grow Efficiency

Focus on this area allows the Issuer to operate as efficiently as possible while also improving the processes for customers and increasing value for them.

The specific focus under this part of the strategy includes:

- Products and Processes
- Speed and Simplicity
- Reliability and Responsibility
- Transparency, Easy to understand
- Focus and Prioritisation

In the conduct of its banking business the Issuer aims to ensure that its products are simple, valuable, easy to understand and transparent for customers. The Issuer provides a key core product in each product category, with no unnecessary exceptions or modifications, which keeps the overall product management and customer servicing very simple and efficient. Following the same philosophy, the Issuer also strictly simplifies its internal processes and organisational structure, which is very lean and allows for more efficient internal operation and also better customer service.

The Issuer does not offer complex or opaque products which it does not perceive to be strategic and which are not among those really needed and required by meaningful numbers of customers, such as investment products (excluding corporate bonds), mutual funds, equity trading, treasury trading, credit cards etc. The Issuer does not offer foreign currency financing or trading, focusing instead on providing services mainly in the euro currency and lending only in euros. At the same time the Issuer does not maintain its own trading book, which significantly reduces or even eliminates additional types of risks at the level of the overall business model.

The Issuer's strategy in mortgage lending

Mortgage lending helps to attract new clients and provides a good base for building long-term relationships with them. It also represents a meaningful low-risk area to generate income for the bank.

The Issuer has set up fast and simple processes for providing mortgage loans and mortgage refinancing, which represents a significant competitive advantage in the market. The mortgage lending approach of the Issuer is also reflected in the following core principles:

Strong focus on refinancing of mortgage loans from other banks. The Issuer was one of the first Slovak banks to introduce a simple process of transferring well performing mortgage loans from other banks. The Issuer is now a significant player in the field of refinancing; more than half of new mortgage loans are refinancing loans where there is a proven repayment track record and history of customers, and a lower overall risk level.

Credit risk diversification/no hunt for big ticket mortgages. The Issuer does not hunt for volume or big ticket mortgages, focusing instead on higher numbers of customers with lower ticket sizes. The average mortgage in the portfolio on the Issuer books is significantly lower compared to those of competitors. This provides much better diversification and avoids concentration of risk in big ticket mortgages.

Simple and fast underwriting processes, automated approval of mortgage loans. The Issuer has established criteria on the basis of which a mortgage loan can also be approved by an automated process. In such a case, the process is extremely fast, increasing client satisfaction. Even where the mortgage loan application process requires manual approval, the following procedures are similarly quick and simple, making the Issuer very competitive. The simplicity and high level of automation is enabled also by the fact that the Issuer focuses on simple, straightforward types of customer income and on mainly simple, purpose-driven refinancing or purchasing, with no or minimal exceptions.

Each personal banker at each branch sells all products including mortgage loans. This universalist principle ensures sales efficiency at branches and enhances the relationship between client and personal banker in respect of all products and is again enabled mainly through product and process simplicity supported by a very user-friendly bankers front-end system.

A mortgage loan is available at every branch and in every district. The Issuer has the second largest network of branches and the fourth largest network of ATMs on the Slovak banking market, with branches in each of the 79 Slovak districts.⁸ As a mortgage loan is perceived as a relatively complex product, personal consultations with bankers at branches are valued by customers. In this respect, the proximity of the branch plays an important role and forms one of the key competitive advantages of the Issuer.

Mortgage loan interest rates are the same for each client. The client is aware from the outset at what price the product will be purchased from the bank – thus ensuring transparency, fairness and a much easier sales process. The client's credit rating is reflected in, e.g., a maximum LTV or value of the loan, not in the interest rate.

Structure of mortgage loans and collateral is simple. The Issuer does not generally provide loans backed by real estate in development projects, keeps the number of construction loans to a minimum and avoids lending to customers with potentially problematic or complex types of income or property or projects. Likewise, the Issuer does not provide mortgage loans in foreign currency nor does it finance loans if applicants are in receipt of foreign currency income.

Strict underwriting standards. The Issuer sets rules in respect of client creditworthiness, collateral assessment, and loan-to-value and debt-to-income ratios that are significantly more stringent than the legal and regulatory limits and typically does not use the regulatory space to finance any of the business at thresholds above LTV or DTI levels.

Claw back conditions and incentive model for internal and external sellers. The Issuer operates a strict compensation/commission model for both internal staff and external partners. Its delinquency clawback conditions are tougher when compared with those of other institutions, thus clearly signalling its focus on quality and lower risk to sellers.

Selection of external agents. The Issuer uses a limited number of companies for the external sale of mortgage loans. The agents are subject to a rigorous selection process, and their performance is regularly evaluated and reviewed. The commission clawback conditions are significantly tougher compared to the market standards,

⁸

Based on publicly available Slovak banking sector data published by the NBS.

which gives the partners a clear signal on quality requirements and is also translated into the very strong quality of production.

The Issuer's strategy for mortgage loans is to focus on lower risk customers and types of financing to allow for lower risk costs and also to enable simpler and faster processes, which also reduces cost and increases customer value. This overall set-up enables the Issuer to offer attractive and valuable conditions to customers. Customers with more complicated types of income or financing can be serviced by other banks but they could be given access to fast and easy refinancing by the Issuer if they can show a positive and verifiable performance track record.

As a result of its consistent strategy execution the Issuer has retained its position as the fastest growing mortgage player in the Slovak market over the last more than ten years while still holding a significantly better portfolio quality compared to the overall market. The Issuer currently has built its market position to close to more than 11% of market share in portfolio volumes, while in units the market share is estimated at above 15% owing to lower average mortgage tickets compared to the rest of the market.

4.5 Principal markets

The Issuer provides its services and performs its banking operations on the domestic market in the Slovak Republic.

As of 31 December 2025, the Issuer was the fifth largest bank in the Slovak Republic by the total value of assets. The Issuer provided more than 11% of the total volume of mortgage loans on the Slovak market.⁹

4.6 Credit rating

The following table sets out the credit rating of the Issuer as of the date of the Prospectus assigned to it by Moody's that is registered under the CRA Regulation. Moody's provided the Issuer with a solicited paid credit rating.

As of the date of the Prospectus, the Issuer expects that the Issuer's rating will likely remain assigned by a Moody's entity established in the European Union and are registered under the CRA Regulation.

Credit rating assigned by Moody's (January 2026):

	Credit rating
Long-term Deposit Rating	A3
Outlook	Stable
Long-term Issuer Rating	Baa1
Outlook	Stable
Bank Deposits	A3/P-2

The credit rating assesses the creditworthiness of the relevant entity, so that it informs investors of the likelihood that the entity will be able to repay the invested capital.

Explanation of the assigned credit rating:

Moody's defines an "A" rating as follows: "A-rated liabilities are rated on a scale as high medium and subject to low credit risk". Moody's attaches numerical attributes 1, 2, or 3 from Aa to Caa to each generic rating classification. Attribute 1 indicates that the position of liabilities is at the higher end of the generic rating category, Attribute 2 indicates that the position of liabilities is at the intermediate rating level and Attribute 3 indicates that the rating is at the lower end of this generic rating category.

Bank Deposits

Bank Deposit Ratings are opinions of a bank's ability to repay punctually its foreign and/or domestic currency deposit obligations and also reflect the expected financial loss of the default. Bank Deposit Ratings do not apply

⁹ Based on publicly available Slovak banking sector data published by the NBS.

to deposits that are subject to a public or private insurance scheme; rather, the ratings apply to the most junior class of uninsured deposits, but they may in some cases incorporate the possibility that official support might in certain cases extend to the most junior class of uninsured as well as preferred and insured deposits. Foreign currency deposit ratings are subject to Moody's foreign currency country ceilings which may result in the assignment of a different (and typically lower) rating for the foreign currency deposits relative to the bank's rating for domestic currency deposits.

"A": Obligations rated A are judged to be upper-medium grade and are subject to low credit risk.

"P-2": Ratings of Prime-2 reflect a strong ability to repay short-term obligations.

4.7 Information regarding current and new products/services

The Issuer is a stable growing retail bank offering standard, user-friendly and comprehensible banking products to its predominantly retail client base, including current account, saving accounts, housing loans, consumer loans, overdrafts and payment services.

In 2025, the Issuer began offering its clients, natural persons, the opportunity to invest in corporate bonds of the Penta Investments Group on a limited basis.

4.8 Organisational structure and status of the Issuer in its group

The Issuer has no subsidiaries and has no own consolidated group.

The Issuer is a member of Penta Investments Group.

As of the date of the Prospectus, the direct parent company of the Issuer is Penta Investments Limited, with its registered seat at Agias Fylaxeos & Polygnostou, 212 C&I CENTER, 2nd floor, P. C. 3082 Limassol, Cyprus, registered in the Companies Register, maintained by the Ministry of Energy, Commerce and Industry, Department of Registrar of Companies and Official Receiver, Nicosia, registration number: HE428480 (**Penta Investments Limited**) with controlling 99.41% share in the registered capital and voting rights of the Issuer.

Penta Investments Limited is directly owned by Penta Investments Group Limited, with its registered seat at Agias Fylaxeos & Polygnostou, 212 C&I CENTER, 2nd floor, P. C. 3082 Limassol, Cyprus, registration number: HE427339 (**Penta Investments Group Limited**). The Issuer is almost wholly indirectly owned by the ultimate parent company Penta Investments Group Limited and is part of its consolidated group.

Dependence of the Issuer on other entities within the Penta Investments Group is proportional to the share of those entities in the registered capital of the Issuer.

The Issuer is not aware of any mechanisms whose application may later result in the change of its control. Control mechanisms for exercising the shareholder rights of the Issuer's owner and measures to ensure the elimination of the misuse of these rights are stipulated in the Commercial Code, the Act on Banks and other generally binding legal regulations.

4.9 Trend information

Macroeconomic conditions, market environment, as well as legislation and regulation applicable to all financial institutions in the Slovak Republic and the Eurozone have an impact on the Issuer and its business.

In addition to these general trends there might be an indirect impact of current geopolitical situation in Ukraine, Middle East, tightening financial conditions, inflation, political uncertainty and general uncertainty regarding the development of the Slovak economy.

Except for these trends, there are no other known trends, uncertainties, requirements, liabilities or events that could reasonably be considered to have an impact on the Issuer's prospects in the current financial year.

Since the date of compilation of the last audited separate financial statements of the Issuer for the year ending 31 December 2025, no significant material adverse change has occurred in the Issuer's prospects.

4.10 Profit forecasts or estimates

The Issuer has neither published nor included in the Prospectus any profit forecast or estimate.

4.11 Administrative, managing and supervising bodies

Board of Directors

The Board of Directors is the Issuer's statutory body, which manages the Issuer's activities and acts on its behalf. The Board of Directors decides on all matters of the Issuer, unless a matter is reserved for the General Meeting or the Supervisory Board by law or the Issuer's articles of association. All members of the Board of Directors may act on behalf of the Issuer. At all times two members of the Board of Directors together or one member of the Board of Directors together with one proxy act and sign on behalf of the Issuer. The Board of Directors has three members; their term of office is five years.

Members of the Board of Directors of Prima banka Slovensko, a.s.

Name and surname	Position held
Ing. Jan Rollo	Chairman
Ing. Henrieta Gahérová	Member
Ing. Miroslav Výboch	Member

All of the members of the Issuer's Board of Directors have professional qualifications for the performance of their positions and hold no significant share in the Issuer's business. None of them has been convicted of a property crime. None of the members of the Board of Directors conducts business or activities outside the Issuer that would be significant with regard to the Issuer's activities.

The Issuer has no knowledge of any conflict of interest among the members of the Board of Directors in relation to their obligations *vis-à-vis* the Issuer and their private interests or other obligations.

Contact address of all members of the Issuer's Board of Directors is: Hodžova 11, Žilina 010 11, Slovak Republic.

Supervisory Board

The Supervisory Board is the supreme control body of the Issuer; it supervises the financial and business activities of the Issuer, the execution of powers of the Board of Directors and the performance of other activities of the Issuer. It has three members; two are elected by the General Meeting and one by the Issuer's employees. The term of their office is five years. The Supervisory Board meets at least two times a year. A majority of all its members is required to adopt a decision.

Members of the Supervisory Board of Prima banka Slovensko, a.s.

Name and surname	Position held
Iain Child	Chairman
Ing. Marián Slivovič	Vice-chairman
Evžen Ollari	Member

All of the members of the Issuer's Supervisory Board have professional qualifications for the performance of their positions and hold no significant share in the Issuer's business. None of them has been convicted of a property crime. None of the members of the Supervisory Board conducts business, or activities outside the Issuer that would be significant with regard to the Issuer's activities.

The Issuer has no knowledge of any conflict of interest among the members of the Supervisory Board in relation to their obligations *vis-à-vis* the Issuer and their private interests or other obligations.

Contact address of all members of the Issuer's Supervisory Board is: Hodžova 11, Žilina 010 11, Slovak Republic.

General proxy

General proxy (in Slovak: *prokurista*) is authorised to represent the Issuer in all matters except with regard to disposal of real property. The Issuer has appointed two general proxies as at the date of this Prospectus. The term of their office is not set.

General proxies of Prima banka Slovensko, a.s.

Name and surname	Position held
Ing. Dušan Tomašec	General proxy
Ing. Igor Tušl	General proxy

The Issuer has no knowledge of any conflict of interest among the general proxies in relation to their obligations *vis-à-vis* the Issuer and their private interests or other obligations.

Contact address of the general proxies is: Hodžova 11, Žilina 010 11, Slovak Republic.

The Corporate Governance Code

As a private company, the Issuer has no obligation to comply with any corporate governance codes. The Issuer conducts its business in compliance with Slovak and European banking legislation and Slovak corporate law, including with regard to all internal governance aspects.

4.12 Major shareholders**Registered capital of the Issuer**

The registered capital of the Issuer amounts to EUR 226,772,938 and is divided into:

- (a) 100,200 non-bearer registered shares, with the nominal value of EUR 339 per share;
- (b) 100,200 non-bearer registered shares, with the nominal value of EUR 67 per share;
- (c) 701,400 non-bearer registered shares, with the nominal value of EUR 5 per share; and
- (d) 176,572,738 non-bearer registered shares, with the nominal value of EUR 1 per share.

Shares are freely transferable, but they are not admitted to trading on any regulated market or trading venue. The entire registered capital of the Issuer is fully paid up.

Shareholder structure of the Issuer as of the date of the Prospectus

Shareholder	Share in registered capital (in %)
Penta Investments Limited	99.41
Penta Investments Group Limited	0.21
Other shareholders (less than 1%)	0.38
Total	100.00

The voting rights correspond with the share in the registered capital.

The nature of control of the majority shareholder results directly from its share in the registered capital of the Issuer. The Issuer is unaware of any actions by this shareholder, which would lead to abuse of control.

The Issuer is not aware of any mechanisms whose application may later result in the change of its control. Control mechanisms for exercising the shareholder rights of the Issuer's owner and measures to ensure the elimination of the misuse of these rights are stipulated in the Commercial Code, the Act on Banks and other generally binding legal regulations.

4.13 Financial information concerning the assets and liabilities, financial situation and profits and losses of the Issuer

Historical financial information is included in the Prospectus by reference from the following Issuer's financial statements:

- (a) the separate financial statements of the Issuer for the year ending on 31 December 2025 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union, which form part of the Issuer's Annual Report for 2025; and
- (b) the separate financial statements of the Issuer for the year ending on 31 December 2024 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union, which form part of the Issuer's Annual Report for 2024.

The Issuer has no consolidated group and does not prepare any consolidated financial statements.

The separate financial statements of the Issuer as of 31 December 2025 incorporated by reference into this Prospectus, have been audited by BDO Audit, spol. s r. o., independent auditors, as stated in their audit reports incorporated by reference herein. BDO Audit, spol. s r. o., independent auditors, has its registered seat at Pribinova 10, 811 09 Bratislava – city district Staré Mesto, Slovak Republic, member of the Slovak Chamber of Auditors (SKAU), SKAU licence No. 339.

The separate financial statements of the Issuer as of 31 December 2024, incorporated by reference into this Prospectus, have been audited by Ernst & Young Slovakia, spol. s r. o., independent auditors, as stated in their audit reports incorporated by reference herein.

Ernst & Young Slovakia, spol. s r. o., independent auditors, has its registered seat at Žižkova 9, 811 02 Bratislava, Slovak Republic, member of SKAU, SKAU licence No. 257.

The independent auditors' reports were in all cases issued without qualification.

Except for the above mentioned separate financial statements, no other information in the Prospectus has been audited or reviewed by an independent auditor.

4.14 Selected financial information and ratios

Basel 3 Capital Ratios	31.12.2023	31.12.2024	31.12.2025
CET 1	15.32%	17.34%	19.10%
Tier 1	15.32%	17.34%	19.10%
Capital Adequacy Ratio (CAR)	16.50%	18.51%	20.23%

Source: The audited separate financial statements 2023, 2024 and 2025 (all figures are rounded due to which the number might differ from the number calculated by adding the single items of which they consist of). CET 1, Tier 1 and CAR (capital adequacy ratio) are defined and calculated in accordance with applicable CRR/Basel 3 regulatory framework.

Total Risk-Weighted Assets (in EUR thousands)	31.12.2023	31.12.2024	31.12.2025
	2,628	2,609	2,531

Source: The audited separate financial statements 2023, 2024 and 2025 (total amounts of assets are rounded, so they might differ from the amount calculated by adding the single items of which they consist of). Total risk weighted assets are defined and calculated in accordance with applicable CRR/Basel 3 regulatory framework.

Return on Equity	31.12.2023	31.12.2024	31.12.2025
	12.05%	6.81%	9.53%

Source: Internal information and calculation of the Issuer based on the audited separate financial statement 2023, 2024 and 2025. Return on equity is a profitability measure which compares net profit for the year and equity at the end of the previous year, as such it is an alternative performance measure and not a measure defined according to IFRS. It is calculated as the division of net profit for the year to equity at the end of the previous year. By way of example for the year 2025, the calculation is $ROE_{2025} = \left[\frac{Net\ profit_{(2025)}}{EoY\ Equity_{(2024)}} \right] * 100 = \frac{46\ 109,14}{483\ 995,15} * 100 = 9,53\%$

Prudential Liquidity Ratios pursuant to CRR	31 December 2025
Liquidity Coverage Ratio (LCR)	370.42%
Net Stable Funding Ratio (NSFR)	134.04%

Source: Internal information and calculation of the Issuer based on the relevant audited separate financial statements and regulatory reports, all figures are rounded. The LCR is defined under the CRR and is designed to promote short-term resilience of the Issuer's liquidity risk profile and aims to ensure that the Issuer has an adequate stock of unencumbered high quality liquid assets (HQLA) to meet its liquidity needs for a 30-calendar day liquidity stress scenario. The LCR is calculated as: (stock of HQLA) / (total net cash outflows over the next 30 calendar days) \geq 100%. Institutions must hold a stock of unencumbered HQLA to cover the total net cash outflows over a 30-day period under the prescribed stress scenario. To qualify as HQLA, assets should be liquid in markets during a time of stress and, in most cases, be eligible for use in central bank operations. It is defined as total expected cash outflows, minus total expected cash inflows, in the specified stress scenario for the subsequent 30 calendar days. Total cash inflows are subject to an aggregate cap of 75% of total expected cash outflows, thereby ensuring a minimum level of HQLA holdings at all times.

The NSFR is defined under the CRR as the amount of available stable funding relative to the amount of required stable funding. This ratio should be equal to at least 100% on an ongoing basis. "Available stable funding" is defined as the portion of capital and liabilities expected to be reliable over the time horizon considered by the NSFR, which extends to one year. The amount of such stable funding required of a specific institution is a function of the liquidity characteristics and residual maturities of the various assets held by that institution as well as those of its off-balance sheet (OBS) exposures. The NSFR is calculated as: (Available amount of stable funding / Required amount of stable funding) \geq 100%.

4.15 Legal, administrative and arbitration proceedings

During the period of one year preceding the preparation of the Prospectus, the Issuer was not and is not aware of it being a party to any administrative, legal or arbitration proceedings (the **Proceedings**) that may have or may have had in the recent past significant effects on the financial position or profitability of the Issuer. It cannot be excluded that in the future the Issuer will become a party to any Proceedings that may have a material adverse effect on the economic results and financial position of the Issuer.

4.16 Significant change in the Issuer's financial position and other significant changes

No significant changes have occurred in the financial performance, financial position or business position of the Issuer since the date of compilation of the audited separate financial statements of the Issuer for the year ending 31 December 2025.

No significant changes occurred in the structure of borrowing and financing of the Issuer. Except for issuing the Notes under the Programme and the covered bonds under its covered bonds issuance programme, the Issuer does not expect any significant changes in its funding structure.

4.17 Material contracts

The Issuer has not entered into any material contracts other than contracts entered into in the ordinary course of the business that may result in a situation in which the Issuer will have an obligation or authorisation decisive for the Issuer's ability to perform the obligations under the Notes towards their Holders.

5. REASONS FOR THE OFFER AND THE USE OF PROCEEDS

If not stated otherwise, the net proceeds from each issue of the Notes will be used by the issuer for its general funding and liquidity management purposes.

Net proceeds from each issue of the Notes will be also used for the fulfilment of the minimum requirements for own funds and eligible liabilities in accordance with the requirements of the banking regulation applicable to the Issuer.

The above stated use of proceeds constitutes also the reasons for the offer of each issue of the Notes.

6. BASIC INFORMATION ABOUT THE NOTES

The Notes are debt securities that represent the Issuer's obligation to repay their principal amount and any proceeds. The Notes will be issued as Senior Notes or Senior Non-preferred Notes, in each case as MREL Eligible Notes with the intention of meeting the minimum requirements for own funds and eligible liabilities (MREL) pursuant to Section 31 *et seq.* of the Slovak Recovery and Resolution Act and any related provisions of the CRR or other legal regulations at the time of their issuance. As such, they exclude the right of set-off and limit the possibility of early redemption and repurchase. The distinctive feature of the MREL Eligible Notes is in the use of proceeds of the issue, excluded right of set-off and limitations concerning the early redemption and repurchase of such Notes.

The transferability of the Notes is not restricted. No rights to exchange them for any other securities and no pre-emption rights (rights for preferential subscription) to any securities and no other benefits are attached to the Notes.

The Notes will be issued under the laws of the Slovak Republic, in particular the Bonds Act and the Bankruptcy Act, under the Programme. The Issuer may issue the Notes on a continuous or repeated basis as separate issues and individual issues may also be issued in parts (tranches).

The Notes may be offered in the territory of the Slovak Republic or on the territory of other Member States of the European Union only in one or several manners defined in Article 1(4) of the Prospectus Regulation, which is exempt from the obligation to publish a prospectus.

The Issuer may, but is not obliged, to apply for admission of the Notes to the official list of LSE and to trading on the regulated market of LSE or on another regulated market in the Member State of the EEA other than the Slovak Republic.

6.1 Basic information about the Senior Notes

The details of the notes and their issuance are set out in the Bonds Act and the Securities Act. Senior Notes under the Programme will be issued as senior unsecured notes, which will not be subordinated pursuant to Section 20a of the Bonds Act or secured pursuant to Section 20b of the Bonds Act.

In addition to basic features of notes specified in Section 1 of the Bonds Act, being the right of the Holder to request the payment of outstanding principal amount and the payment of interest as at a certain date, no other special rights are attached to the Senior Notes.

If the Issuer finds itself in a crisis situation under the Resolution Act, including related regulations, the Issuer's obligations under the Senior Notes may be subject to the Issuer's or Group's resolution measures, in particular a bail-in, resulting in liabilities under the Senior Notes changed, terminated or converted into the Issuer's equity instruments. This can result in the Holders losing a part or their whole investment in the Senior Notes.

6.2 Basic information about the Senior Non-preferred Notes

Senior Non-preferred Notes will be issued as non-preferred, senior and unsecured notes with lower ranking in bankruptcy under Section 180a(2) of the Bankruptcy Act. As such, these Notes have lower ranking and the claims arising out of them will be satisfied in the Issuer's bankruptcy only after satisfaction of the preferred claims from protected and covered deposits (Section 180a(1) of the Bankruptcy Act) as well as all unsecured claims under Section 95(1) of the Bankruptcy Act, which also include claims under the Senior Notes or other current unsecured obligations.

If the Issuer gets into a crisis situation under the Resolution Act, including related regulations, the Issuer's obligations under the Senior Non-preferred Notes may be subject to the Issuer's or Group's resolution measures, in particular a bail-in, resulting in liabilities under the Senior Non-preferred Notes changed, terminated or converted into the Issuer's equity instruments. This can result in the Holders losing a part or their whole investment in the Senior Non-preferred Notes. The Holders do not have the right to set off their claims under the Senior Non-preferred Notes against the Issuer's claims.

7. COMMON TERMS

This section of the Prospectus contains certain information in square brackets that do not contain specific information or contain only a general description (or general principles or alternatives). At the moment of the preparation of the Prospectus, the unknown information concerning the Notes, will be completed by the Issuer for individual issues of the Notes in the Final Terms (as defined below) to be prepared and published in the form specified in clause 8 of the Prospectus designated as the “Form of the Final Terms”.

The term “Notes” for the purpose of this clause 7 (“Common Terms”) only refers to the Notes of the issue concerned and shall not be construed as any Notes issued continuously or repeatedly by the Issuer under the Programme.

The text in these Common Terms in italics is merely a guide to the preparation of the Final Terms and is not part of the final legally binding text of the relevant Terms and Conditions (as defined below) of the relevant issue of the Notes.

All issues of the Notes to be issued under the Programme on the basis of this Prospectus will be governed by the Common Terms set out in this clause 7 (the **Common Terms**) and the respective Final Terms. For the purposes of these Common Terms and pursuant to Article 8(4) and (5) of the Prospectus Regulation, the Final Terms mean a document designated as the “Final Terms” to be prepared and published by the Issuer with regard to individual issues of the Notes, and which will contain particular information the description of which is given in square brackets in these Common Terms (the **Final Terms**).

For the sake of clarity, the clauses and paragraphs of the Common Terms are numbered separately.

PART A: INFORMATION ABOUT THE NOTES

This Part A (*Information about the Notes*) of the Common Terms together with Part A of the Final Terms replaces the terms and conditions of the respective issue of the Notes (the **Terms and Conditions**).

For the avoidance of doubt, the term “Notes” in the Terms and Conditions only refers to the Notes of the particular issue and shall not be construed as referring to any Notes issued continuously or repeatedly by the Issuer under the Programme.

Any reference to point, section or paragraph in the Terms and Conditions (including in the Final Terms) means reference to point, section or paragraph of the whole Terms and Conditions of a given issuance of the Notes.

1. Basic information, form and manner of issue of the Notes

- 1.1 [Type of Notes – selection of option from the Common Terms – [Unsubordinated and unsecured notes (the **Senior Notes**)] or [Senior Non-preferred Notes] qualifying as MREL Eligible Notes], [ISIN], [CFI], [FISN], [Common Code] will be issued by the Issuer, Prima banka Slovensko, a.s., with its registered seat at Hodžova 11, Žilina 010 11, Slovak Republic, Identification No.: 31 575 951, registered in the Commercial Register of the District Court Žilina, Slovak Republic, Section: Sa, Insert No: 148/L, LEI: 315700K45LRKNGMUIW27 (the **Issuer**) in accordance with Act No. 530/1990 Coll., on Bonds, as amended (the **Bonds Act**) and in accordance with Act No. 566/2001 Coll. on Securities and Investment Services, as amended (the **Securities Act**).

The Notes are intended to qualify as eligible liabilities instruments in compliance with Article 72b CRR.

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.

- 1.2 The Notes are book-entry securities (in Slovak: *zaknihované cenné papiere*) registered in the Central Depository of Securities of the Slovak Republic (in Slovak: *Centrálny depozitár cenných papierov SR, a.s.*), a joint-stock company incorporated and existing under the laws of the Slovak Republic, with the registered office at ul. 29. augusta 1/A, 814 80 Bratislava, Slovak Republic, Identification number: 31 338 976, registered in the Commercial Register of Municipal Court Bratislava III, section: Sa, file no. 493/B (the **Central Depository**) in bearer form (in Slovak: *vo forme na doručiteľa*) pursuant to the Securities Act.
- 1.3 The Notes will be issued with principal amount (in Slovak: *menovitá hodnota*) of each of the Notes of [**Principal Amount**] (the **Principal Amount**), the number of securities being no more than [**Number of Securities in the Issue**]. No global or physical certificates, definitive certificates or coupons will be issued with respect to any Notes.

- 1.4 The Notes will be issued in euro.
- 1.5 The name of the Notes is [Name].
- 1.6 The Aggregate Principal Amount (in Slovak: *celková menovitá hodnota*) of the Notes will be no more than [Aggregate Amount of the Issue] (the **Aggregate Amount of the Issue**) and after deduction of the costs relating to the issue of the Notes (costs of the Central Depository, admission to trading, advisors, subscription or placement of the Notes, administration, settlement and other associated costs) the estimated net proceeds from the issue of the Notes will be [Estimated Net Proceeds from the Issue].
- 1.7 Individual issues of the Notes may be issued by the Issuer in parts (tranches) in compliance with the applicable provisions of the Bonds Act.
- 1.8 The Issue Price of the Notes was determined as [Issue Price in %] of the Principal Amount (the **Issue Price**).

[Information about the accrued interest]

- 1.9 The issue date of the Notes is set for [Issue Date] (the **Issue Date**).
- 1.10 The Notes will be issued under the EUR 400,000,000 debt securities issuance programme pursuant to Article 8 of the Prospectus Regulation (the **Programme**), which was approved by the Issuer's General Meeting on 23 April 2025.

2. Rights attached to the Notes

- 2.1 The Notes will be issued in accordance with the Bonds Act, the Securities Act, and the Holders have the rights and obligations arising from these laws and the Terms and Conditions. The procedure for exercising these rights follows from the applicable laws and the Terms and Conditions.
- 2.2 Rights attached to the Notes are not restricted, except for general restrictions pursuant to applicable legal regulations.
- 2.3 The transferability of the Notes is not restricted. No rights to exchange them for any other securities and no pre-emption rights (rights for preferential subscription) to any securities and no other benefits are attached to the Notes.
- 2.4 The payment of the Principal Amount or the payment of interest on the Notes is unsecured or not otherwise covered.
- 2.5 A joint representative of the Holders or any other representative of Holders has not been appointed.

3. Holders of the Notes and transfers

- 3.1 The Holders of the Notes will be the persons registered as owners of the Notes (a) on the owner's account (in Slovak: *účet majiteľa*) maintained by the Central Depository or by a member of Central Depository; or (b) in the internal records of a person for which Central Depository maintains a custody account (in Slovak: *držiteľský účet*) or similar account (each such account the **Relevant Account** and each such person the **Holder**). If some of the Notes are registered in a custody account, the Issuer reserves the right to rely on the authority of each person maintaining such account to fully represent (directly or indirectly) the Holder and perform vis-à-vis the Issuer and to the account of the Holder all legal acts (either in the Holder's name or in its own name) associated with the Notes as if this person were their owner.
- 3.2 A transfer of the Notes is made through the registration of the transfer in the Relevant Account.
- 3.3 Unless the law or a decision of the court delivered to the Issuer provides otherwise, the Issuer will deem each Holder as the authorised owner in all respects and make the payments under the Notes to that Holder.

4. Status of obligations

[Status of obligations – selection of option from the Common Terms – in case of the Senior Notes, it shall be stated: Obligations from the Notes constitute direct, general, unsecured, unconditional and unsubordinated liabilities of the Issuer which rank *pari passu* among themselves and always rank at least *pari passu* with any other direct, general, unsecured, unconditional and unsubordinated liabilities of the Issuer, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law.] *or*

in case of the Senior Non-preferred Notes, it shall be stated: [Obligations from the Notes constitute direct, general, unsecured and unconditional liabilities of the Issuer with a lower ranking in bankruptcy under

Section 180a(2) of the Bankruptcy Act, which rank *pari passu* among themselves and always rank at least *pari passu* with any other direct, general, unsecured and unconditional liabilities of the Issuer with the same ranking in bankruptcy of the Issuer, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law. Claims under the Notes are subordinated to other unsecured and unsubordinated obligations of the Issuer, but under any circumstances are senior to claims under any Tier 2 Instruments of the Issuer.]

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, liquidation or insolvency of the Issuer. The Holders do not have the right to set-off their claims under the Notes against the Issuer and at the same time the Issuer does not have the right to set-off its claims against the claims of the Holders under 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.

Possibility of statutory resolution measures. Each Holder acknowledges and explicitly agrees that prior to any normal insolvency proceeding of the Issuer, under the applicable banking resolution provisions, including the Resolution Act, 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 the Terms and Conditions or a cancellation of the Notes. This can result in the Holders losing a part or their whole investment in the Notes.]]

- 4.1 For the purposes of the Terms and Conditions:

Bankruptcy Act means Act No. 7/2005 Coll. on bankruptcy and restructuring, as amended.

Resolution Act means Act No. 371/2014 Coll. on the resolution of crisis situations on the financial market, as amended.

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 a (sub-)consolidated basis.

5. Representations and undertakings of the Issuer

- 5.1 The Issuer declares that it owes to the Holders the Principal Amount and undertakes to repay the Principal Amount and any interest on the Notes (if the Notes bear interest income), in accordance with their Terms and Conditions.

- 5.2 The Issuer undertakes to treat all Holders in the same circumstances equally.

6. Interest

- 6.1 The Notes will bear interest from the date of the Issue Date. [**Determination of interest** – [The Notes bear a fixed interest rate throughout their life, in the amount of [**Rate**]% p. a.] (the **Interest Rate**).]

or for zero coupon Notes: [The Notes have no interest rate and their interest is determined as the difference between the Principal Amount of the Notes and their Issue Price. The provisions of clauses 6.3 to 6.13 and any reference to interest or its payment shall in this case not be applicable to the Notes.]

or for the floating rate Notes: [The Notes bear interest at the floating rate set as the sum of the Reference Rate and the Margin of [**Reference Rate and Margin**]% p. a. (the **Interest Rate**). The Reference Rate will be set for the first time [**Reference Rate Setting Deadline**] before the Issue Date and subsequently set [**Reference Rate Setting Deadline**] before the applicable Payment Date for the following Interest Period (the **Reference Rate Setting Date**). The current floating Interest Rate for the relevant Interest Period shall be notified by the Issuer to the Holders promptly.]]

- 6.2 Yield to Maturity as at the Issue Date amounts to: [**Yield to Maturity**].

- 6.3 Interest on the Notes will be always paid [**Interest Payment Frequency**] (on) [**Interest Payment Date(s)**] of the relevant calendar year (each a **Payment Date**) in compliance with clause 8 below.

- 6.4 Interest on the Notes will be paid to the Holders for each Interest Period retrospectively, for the first time on [**First Interest Payment Date**].

- 6.5 For the purposes of the Terms and Conditions, the **Interest Period** shall mean the period commencing on the Issue Date (inclusive) and ending on the first Payment Date (exclusive) and subsequently each successive period commencing on the Payment Date (inclusive) and ending on the next successive Payment Date (exclusive) until (a) the Principal Amount Maturity Date (exclusive) or until (b) the Early Maturity Date (exclusive) if the Notes are redeemed early.
- 6.6 Interest on the Notes shall be calculated according to the convention [**Convention**] (as defined below).
- 6.7 The amount of interest payable to each Holder shall be calculated (a) as the product of the Principal Amount and the Interest Rate (expressed as a decimal number), (b) by subsequent multiplication of this amount by the relevant fraction of days calculated in accordance with the convention specified in the preceding sentence, (c) by subsequent multiplication of this amount by the number of the Notes held by the relevant Holder, and (d) by rounding the resulting value to two decimal places, with the value of 0.005 being rounded up. The same procedure shall be used also for calculation of the aliquot accrued interest.
- 6.8 The Notes will cease to bear interest as of the Principal Amount Maturity Date or the Early Maturity Date (if the Notes are redeemed early), provided that the Principal Amount has as of this date been repaid. If the Principal Amount is not fully repaid as of the Principal Amount Maturity Date or the Early Maturity Date (if the Notes are redeemed early) due to the Issuer's fault, the Notes will continue to bear interest at the Interest Rate until all due amounts in respect of the Notes have been paid.
- 6.9 For the purposes of the Terms and Conditions, "**Reference Rate**" means the interest rate expressed as the percentage p.a. displayed on [**Screen page**] (or any substitute screen page displaying such information) as [**Relevant value** – [the value of the fixing of the interest rates for sale on the interbank market for deposits for the relevant currency for the relevant period] *or* [the value of mid-swap interest rate (the average of bid and offer swap rate) for the fixed part of swap transaction, where the fixed rate is changed into a floating rate in the relevant currency for the relevant period] *or* [Not applicable.]]; information/data regarding the past performance, current value as well as the volatility of the Reference Rate can also be obtained there.

If the Reference Rate is not available on the above-mentioned page or it is not displayed for any reason, it will be determined by the Issuer. In the event that any interest rate calculated using the Reference Rate in accordance with the procedures set out above would be less than zero, the Interest Rate with a value of zero will be used to calculate the Interest Rate.

- 6.10 If – except for the Interruption Event (as defined below) – the relevant Screen Page is not available or if the rate does not appear in the relevant time, the Issuer will request each of the Reference Banks (as defined below) to provide a rate for the Reference Rate of approximately 11:00 a.m. for the relevant Reference Rate Setting Date. If such rates are provided by two or more Reference Banks, the Reference Rate for the relevant period will be the arithmetic average of such rates (rounded to the nearest thousandth of a percentage point according to the arithmetic rules, if necessary). If such rates are provided by only one or none of the Reference Banks, the Reference Rate will be determined by the Issuer as the arithmetic average (rounded to the nearest one thousandth of a percentage point according to the arithmetic rules, if applicable) of the rates reported to the Issuer by the Reference Banks, or any two or more of them, as the rates at which major banks on the interbank market in the Eurozone offered them at around 11:00 a.m. on the relevant Reference Rate Setting Date deposits in the Currency for the relevant Interest Period. If the Reference Interest Rate cannot be determined in accordance with the preceding paragraphs, the Issuer shall determine the Reference Rate at its own discretion.

Reference Banks means at least four major banks in the Eurozone interbank market.

- 6.11 If the Issuer at its reasonable discretion determines that (a) it becomes illegal for the Issuer to use the Reference Rate, or (b) the Reference Rate administrator ceases to calculate and publish the Reference Rate permanently or indefinitely, or (c) the Reference Rate administrator becomes insolvent, is under restructuring or becomes subject to any similar proceedings (affecting the administrator) initiated by the administrator or its supervisory or regulatory authority, or (d) the Reference Rate is otherwise interrupted or otherwise ceases to be provided (each of the events referred to in paragraphs (a) to (d) an **Interruption Event**), the Reference Rate shall be replaced by the rate determined by the Issuer (the **Substitute Reference Rate**) in accordance with the following paragraphs in order (a) to (d):
- (a) The Reference Rate shall be replaced by a reference rate determined by any applicable law or regulation or notified by the Reference Rate administrator, the relevant Central Bank or supervisory authority or

the regulatory authority as the substitute interest rate for the Reference Interest Rate, provided the Issuer has access to the source of such determination. The Issuer shall provide this information to the Holders as soon as possible in accordance with clause 14. In this case, the Issuer is not subject to any other disclosure obligations in connection with such Substitute Reference Rate or any adjustments or changes made in connection therewith.

- (b) The Substitute Reference Rate shall be determined by the Independent Advisor's discretion as the rate most comparable to the Reference Rate, and if the Independent Advisor finds that there is a reference rate accepted in the industry as comparable to the Reference Rate, then the Independent Advisor will use such reference interest rate as the Substitute Reference Rate and determine which screen page or source to use in connection with this Substitute Reference Rate (the **Substitute Screen Page**). The Independent Advisor shall inform the Issuer and the Administrator of such determinations. The Issuer shall provide this information to the Holders without undue delay in accordance with clause 14.
- (c) In addition to replacing the Reference Rate with the Substitute Reference Rate under paragraphs (a) or (b) above, the Issuer (acting in good faith and in a commercially reasonable manner) may state (i) the factor adjusting the interest rate or fraction or margin (which is added or deducted) to be applied to the Substitute Reference Rate for the purpose of achieving a result, consistent with the economic substance of the Reference Rate prior to the occurrence of the Interruption Event, and (ii) any other changes necessary to determine the Interest Rate or other payments to comply with market practice in relation to the Substitute Reference Rate (for example, Convention, business days, Interest Rate Setting Dates, method of calculating the amount of interest). The Issuer shall provide this information to the Holders without undue delay in accordance with clause 14.
- (d) If the Substitute Screen Page determined in accordance with paragraph (b) is not accessible to the Issuer or if the Independent Advisor does not determine a Substitute Reference Rate or if the Issuer is unable to appoint an Independent Advisor even after reasonable efforts, the deadline for determining the Substitute Reference Rate under the above paragraphs was insufficient, the Issuer shall decide, at its reasonable discretion, but not earlier than three business days before the Reference Rate Setting Date, that:
 - (i) the Reference Rate will be the rate displayed on the Screen Page on the last day preceding the relevant Reference Rate Setting Date, when this rate was stated, and informs the Holders about it without undue delay in accordance with clause 14; or
 - (ii) it redeems all (not just some) Notes early with the notice of early redemption being provided at least 30 days in advance in accordance with clause 14; clause 7.3 shall apply *mutatis mutandis*. [**Further information on early redemption if it is impossible to determine the Substitute Reference Rate**]

Independent Advisor means an independent financial institution of international repute or other independent financial advisor with relevant professional expertise appointed by the Issuer at its own expense.

6.12 **Convention** means for the purposes of the Terms and Conditions one of the following conventions for the calculation of interest:

- (a) “**30E/360**” which, for the purposes of the calculation, means that a calendar year has 360 days divided into 12 months, and each month has 30 days;
- (b) “**Act/360**” which, for the purposes of the calculation, means that a calendar year has 360 days; however, the actual number of days lapsed in the relevant Interest Period is taken into consideration, i.e. the same convention as for the Reference Rate is used; and
- (c) “**Act/Act**” which, for the purposes of the calculation, means the actual number of days from the beginning of the Interest Period to the day of the relevant calculation divided by 365 (or if any part of the period for which the interest income is determined falls within a leap year, the sum of (i) the actual number of days in that part of the period for which the interest income is determined, which falls within the leap year, divided by the number 366, and (ii) the actual number of days in that part of the period for which the interest income is determined, which falls into the non-leap year, divided by the number 365).

6.13 The calculation of interest on the Notes by the Issuer will be final and binding for all Holders, except for a manifest error.

7. Maturity of the Notes

7.1 Unless the Notes are redeemed earlier or repurchased by the Issuer and thus cease to exist, as defined below, the Principal Amount [**Method of Redemption**] shall be repaid on [**Maturity Date**] (the **Principal Amount Maturity Date**).

7.2 **Repurchase.** The Issuer has the right to subscribe or purchase any of the Notes on the secondary market at any market price any time prior to the Principal Amount Maturity Date. Any repurchase by the Issuer of the Notes is subject to conditions in clause 7.8. The Notes acquired by the Issuer will not cease to exist and the Issuer may keep and resell them. However, the Issuer may at any time until the Principal Amount Maturity Date decide to terminate the Notes acquired by the Issuer, in which case such Notes shall cease to exist.

7.3 [**Early redemption of the Notes by the Issuer – selection of option from the Common Terms –**

[Subject to conditions in clause 7.8, the Issuer may by a written notice to the Holders, determine that all (and not only some) Notes will be redeemed as of [**Determination or Method of Determination of Early Redemption Date(s)**] (the **Early Maturity Date**) in the case of the Notes with the remaining maturity of less than one year provided that they are not included in the minimum requirement for eligible liabilities due to this shorter maturity.

The Issuer is obliged to announce such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue in respect of which the notification was made.

On the Early Maturity Date, the Issuer shall pay to each Holder [(i) 100.00% of Principal Amount of the Notes; and (ii) the extraordinary interest of [**Extraordinary Interest Amount in %**]] of the Principal Amount of the Notes *or* [**Other Determination of the Early Redemption Amount**].

or [Not applicable. The Issuer may not, on the basis of its decision, redeem the Notes early.]]

7.4 [**Early redemption due to minimal outstanding aggregate principal amount (Clean-Up Call) – selection of option from the Common Terms –**

[The Issuer may by a written notice to the Holders, determine that all (and not only some) Notes will be redeemed as of any date specified by the Issuer (the **Early Maturity Date**) if 75 per cent. or more of the aggregate Principal Amount of the Notes of the same issue have been redeemed or repurchased (and then held or cancelled) by the Issuer. The Issuer is obliged to notify the early redemption of the Notes to the Holders no sooner than 60 days and no later than 30 days prior to the Early Maturity Date. The Issuer's notice of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue of the Notes in respect of which the notice was made. On the Early Maturity Date, the Issuer shall pay to each Holder [100.00% of Principal Amount of the Notes and any accrued interest] *or* [**Other Determination of the Early Redemption Amount**]. Any redemption by the Issuer of the Notes is subject to conditions in clause 7.8.]

or [Not applicable. The Notes will not be redeemed due to minimal outstanding aggregate principal amount.]]

7.5 [**Early redemption for regulatory reasons – selection of option from the Common Terms –**

[Subject to conditions in clause 7.8, the Issuer is entitled to early redeem all issued and outstanding (not only some) Notes as of [**Determination or Method of Determination of Early Redemption Date(s)**] (the **Early Maturity Date**) if there is a change in the regulatory classification of the Notes that occurs on or after the Issue Date of the Notes and that would be likely to result or has resulted in their exclusion in full or in part or as a reclassification as a lower quality form of own funds or eligible liabilities instruments (in each case on an individual and/or consolidated basis of the Issuer) pursuant to the Capital Regulations. The Issuer is obliged to notify such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue of the Notes in respect of which the notification was made. On the Early Maturity Date, the Issuer shall pay to each Holder [100.00% of Principal Amount of the Notes and any accrued interest] *or* [**Other Determination of the Early Redemption Amount**].

or [Not applicable. The Notes cannot be redeemed early for regulatory reasons.]]

7.6 **[Early redemption for reasons of taxation – selection of option from the Common Terms –** [The Issuer is entitled to early redeem all (not only some) Notes issued and outstanding as of **[Early Redemption Date(s)]** (the **Early Maturity Date**) only if (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in clause 10 as a result of any change in, or amendment to, the laws or regulations of the Slovak Republic or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the issues of the first issue of the Notes and (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it. The Issuer is obliged to announce such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue in respect of which the notification was made. On the Early Maturity Date, the Issuer shall pay to each Holder 100.00% of Principal Amount of the Notes and any accrued interest until that date.] [Any redemption by the Issuer of the Notes is subject to conditions in clause 7.8.]

or [Not applicable. The Notes cannot be redeemed early for reasons of taxation.]]

7.7 The provisions of clause 8 shall apply accordingly to any payments upon early redemption of the Notes.

7.8 *Conditions for Early Redemption and Repurchase.* Any early redemption and any repurchase of the MREL Eligible Notes pursuant to this clause 7 is subject to the Issuer having obtained the prior permission of the Competent Authority or Resolution Authority (as applicable) for the early redemption or any repurchase in accordance with the Articles 77, 78 or 78a CRR, if applicable to the Issuer at that point in time, in each case having satisfied one of the following conditions:

- (a) 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
- (b) the Issuer has demonstrated to the satisfaction of the Competent Authority or Resolution Authority (as applicable), that its own funds and eligible liabilities would, following such redemption or repurchase, exceed the requirements for own funds and eligible liabilities provided in the Capital Regulations by a margin that the Competent Authority or Resolution Authority (as applicable) considers necessary; or
- (c) the Issuer has demonstrated to the satisfaction of the Competent Authority or Resolution Authority (as applicable), that the partial or full replacement of the Notes with own funds instruments is necessary to ensure compliance with own fund requirements provided in the Capital Regulations for continuing authorisation.

Notwithstanding any of the above conditions in this clause 7.7, if, at the time of any early redemption or repurchase, the Capital 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 Competent Authority or Resolution Authority (as applicable) to grant any required permission, approval or other consent shall not constitute a default for any purpose.

For the purposes of these Terms and Conditions:

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 in effect in the Slovak Republic and applicable to the Issuer, including, as at the date hereof, CRR, the Act on Banks and the Resolution Act as well as any delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority, each as amended.

Competent Authority means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual or a (sub-)consolidated basis.

7.9 The Holders of the Notes are under no circumstances entitled to require the Issuer to redeem the Notes early, prior to the Principal Amount Maturity Date.

8. Payment terms and conditions

- 8.1 The Issuer undertakes to pay the interest from the Notes and repay the Principal Amount in euro (EUR). The interest from the Notes and the Principal Amount shall be paid to the Holder in accordance with the tax, foreign exchange and other applicable Slovak legal regulations effective on the date of the relevant payment.
- 8.2 Payment of the interest from the Notes will be made as of the Payment Date and the repayment of the Principal Amount will be made as of the Principal Amount Maturity Date or the Early Maturity Date (if the Notes are redeemed early) in accordance with the Terms and Conditions, through the Issuer and/or the Administrator (as defined below) of the issue of the Notes at its registered seat (the **Payment Venue**).
- 8.3 The interest from the Notes and the Principal Amount shall be paid to persons who will prove to be the Holders according to the current register of Notes held by the Central Depository or a Central Depository member or a person registering a Holder for the Notes registered on the holding account held for such a person by the Central Depository at the close of the day on the relevant Determination Date (the **Authorised Person**).
- 8.4 For the purposes of the Terms and Conditions, the **Determination Date** means:
- (a) for the purposes of the payment of interest from the Notes, the 15th calendar day prior to the Payment Date (exclusive), or
 - (b) for the purposes of the payment of the Principal Amount:
 - (i) the 15th calendar day prior to the Principal Amount Maturity Date (exclusive); or
 - (ii) the 15th calendar day prior to the Early Maturity Date.
- 8.5 The Issuer shall make the payment of interest from the Notes and the Principal Amount to the Authorised Persons via wire transfer to their accounts held at the bank, foreign bank or a branch of the foreign bank, which the Authorised Person shall notify to the Issuer in a manner satisfactorily certain and acceptable for the Issuer no later than five business days prior to the Payment Date or the Principal Amount Maturity Date or the Early Maturity Date.
- 8.6 The form and content of the instruction must satisfy the reasonable requirements of the Issuer, and the Issuer will be entitled to request sufficiently satisfactory evidence that a person who has signed the instruction is authorised to do so on behalf of the Authorised Person. Such evidence must also be delivered to the Issuer no later than five business days prior to the Payment Date/Principal Amount Maturity Date/Early Maturity Date (as applicable). In particular, the Issuer will be entitled to request any Authorised Person to deliver an officially certified power of attorney if the Authorised Person acts through a representative. The Issuer may also request information and documents necessary to determine whether the given payment under the Notes is subject to any tax deduction or withholding.
- 8.7 Despite the Issuer's rights under clause 8.6, the Issuer will not (a) be obliged to verify the authenticity of the instruction according to clause 8.6, or (b) be liable for any damage incurred in relation to any delay resulting from the delivery of incorrect, out-of-date and/or incomplete instruction, or (c) be liable for any damage incurred in connection with the verification of the instruction or any other information or documents pursuant to clause 8.6. In these cases, the Authorised Person shall not be entitled to any additional payment or interest for the caused delay or the delay of the relevant payment.
- 8.8 If the Issuer, in reasonable time after the Payment Date, the Principal Amount Maturity Date or the Early Maturity Date (as the case may be) cannot pay any amount due in relation to the Notes due to delays caused by the Authorised Person, failure to provide a proper instruction or for other reasons on the part of the Authorised Person (e.g. in case of his/her death), the Issuer may, without prejudice to its authorisation pursuant to Section 568 of Act No. 40/1964 Coll. the Civil Code, as amended, deposit the due amount at the expense of the Authorised Person (or its legal successor) at his discretion either into notarial custody or keep the due amount itself. By depositing the due amount into custody (notarial or its own), the Issuer's obligation for payment of such amount is deemed to have been satisfied and the Authorised Person (or its legal successor) shall in such case not be entitled to any additional payment, interest or other proceeds in connection with the safekeeping and later payment of the amount.
- 8.9 For the purposes of the Terms and Conditions, a **business day** means a day on which commercial banks in city [**Financial Centre**] are normally open for business and the T2 system (Trans-European Automated Real-Time Gross Settlement Express Transfer System) or any successor to, or replacement for, this system is open for

settling transactions except for a Saturday, Sunday and any other day which is considered a public holiday in the Slovak Republic.

- 8.10 **Following Business Day Convention, unadjusted.** If any Payment Date, Principal Amount Maturity Date or Early Maturity Date, as the case may be, falls on a day other than a business day, the Payment Date, the Principal Amount Maturity Date or the Early Maturity Date will be deemed to fall on the next succeeding business day, and no additional interest or other additional amounts will accrue on the Notes in respect of such postponement.

9. Administrator

- 9.1 The activities of the administrator (paying agent) related to the payment of interest income, redemption of the Notes and calculations related to the determination of income shall be provided by the Issuer.
- 9.2 The Issuer reserves the right to designate at any time another or additional Payment Venue or to appoint one or more administrators (the **Administrator**) in relation to one or several issues or only in relation to this activity in some countries. The Administrator can only be a bank, a branch of a foreign bank, or another person with the required authorisation to do so. If the Issuer appoints an Administrator, it shall enter into an agreement with such Administrator (the **Administration Agreement**) which will regulate the rights and obligations of the Issuer and the Administrator to ensure that all of the rights and obligations of the Issuer under the Terms and Conditions, the Bonds Act, the Act on Banks, the Securities Act and any other applicable legal regulations are performed. The provisions of the Terms and Conditions concerning making payments and other administrative functions applicable to the Issuer shall apply to the Administrator *mutatis mutandis*. The changes to the Administrator and the Payment Venue shall be deemed to be the changes of the Payment Venue. The changes must not be substantially detrimental to the Holders. The Issuer shall notify the Holders of its decision to appoint the Administrator. Any such change shall become effective after the end of a 15-day period after the date of the notice, unless a later effective date is specified in the notice. However, any change which would otherwise become effective less than 30 days prior to or after the Payment Date of any amount in relation to the Notes, shall become effective on the thirtieth day after such Payment Date.
- 9.3 The Administrator (if appointed) acts as the Issuer's representative in relation to the performance of the obligations arising from the Administration Agreement and unless the Administration Agreement or the law provides otherwise, it has no legal relationship with the Holders. The Administrator shall not guarantee the Issuer's obligations under the Notes or secure them in any other manner.
- 9.4 The Issuer and the Administrator may, without the consent of the Holders, agree on (a) any change of any provision of the Administration Agreement if such change is exclusively of a formal, secondary or technical nature or if it is made in order to correct a manifest error or required due to changes in legal regulations; and (b) any other change and waiver of claims arising from any breach of any provision of the Administration Agreement which, in the reasonable opinion of the Issuer and the Administrator, will not be detrimental to the Holders.

10. Taxation

- 10.1 The payments of the Principal Amount and interest from the Notes are subject to withholding tax, levies or other charges if required by the Slovak legal regulations applicable as at the date of their payment.
- 10.2 **[Gross-up – selection of option from the Common Terms –** [The Issuer will not be obliged to pay any additional sums to the recipient for the reimbursement of these withholdings, taxes, levies or charges.] *or* [If such withholding or deduction is required by the laws of the Slovak Republic, the Issuer will pay such additional amounts to the Holders as will be necessary so that the net amount of the principal or interest received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been received 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 withheld or deducted tax which:
- (a) is payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a payment of tax by way of withholding or deduction by the Issuer as tax payer;
 - (b) is payable by reason of the Authorised Person, the Holder or the ultimate owner of income in relation to the Notes having, or having had, some personal or business connection with the Slovak Republic;
 - (c) is withheld or deducted pursuant to: (i) any European Union directive or other legal instrument of the Union law concerning the taxation of distributions income; or (ii) any international treaty relating to

such taxation and to which the Slovak Republic or the European Union is a party; or (iii) any provision of law implementing, or complying with, such directive, legal instrument or treaty;

- (d) is payable by reason of a change in law that becomes effective more than 30 days after the relevant payment in respect of the Notes becomes due; or
- (e) would not be payable if the Authorised Person, the Holder or the ultimate owner of income in relation to the Notes would provide a certificate of residence, a certificate of ultimate beneficial ownership, a certificate of exemption or any other similar documents required according to the respective applicable tax regulations, practice or double tax treaty.

[Notwithstanding anything to the contrary in this provision, no additional amounts shall be paid where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any interpretations thereof or law implementing an intergovernmental approach thereto or an agreement between the United States of America and the Slovak Republic to implement FATCA or any law implementing or complying with, or introduced in order to conform to, such agreement.]]

11. Limitation

Any rights arising from the Notes shall become time-barred after the lapse of the ten-year period from (a) the relevant Payment Date in the case of the right to claim an interest payment; or (b) the Principal Amount Maturity Date, in the case of the right to claim the payment of the Principal Amount of the Note and extraordinary interest (if applicable); and (c) the first day on which such right could have been enforced under the law, in the case of any other right as the ones mentioned above.

12. Unilateral modifications

The Issuer may unilaterally change the Terms and Conditions only if such change is a correction of a manifest inaccuracy in the provisions of the Terms and Conditions, a change of the designation of the Issuer or the Payment Venue, unless the Bonds Act or a special law require otherwise.

13. Meeting

13.1 The request to convene a Meeting

Any Holders whose principal amount is at least 10% of the total aggregate principal amount of the issued and outstanding Notes has the right to request the convening of the Meeting of the Holders of the Notes (the **Meeting**). The request to convene the Meeting must be delivered to the Issuer and, if appointed, to each Administrator. The Holders who have requested a Meeting are required to submit an extract from the records demonstrating that they are Holders pursuant to clause 3.1 as of the date of signing of the request along with the request to convene the Meeting.

The request to convene a Meeting may be withdrawn by the relevant Holders, but only if such withdrawal is received by the Issuer and, if appointed, also by each Administrator, no later than three business days before the Meeting. Withdrawal of the request to convene a Meeting does not affect any other request to convene a Meeting by other Holders. If the Meeting does not take place solely due to the withdrawal of the request to convene the Meeting, the Holders shall jointly and severally reimburse to the Issuer the costs incurred so far for the preparation of the Meeting.

The Issuer is entitled to convene the Meeting at any time and is obliged to convene the Meeting without undue delay if it is in delay with the satisfaction of the rights attached to the Notes.

13.2 Convening of the Meeting

The Issuer is obliged to promptly convene the Meeting within ten business days of the receipt of the request to convene the Meeting.

The costs of organising and convening the Meeting shall be borne by the Issuer, unless stated otherwise. However, the Issuer has the right to demand reimbursement of the costs of convening the Meeting from the Holders who have filed the Request to convene the Meeting without serious cause, especially if the Issuer duly fulfils the obligations arising from the Terms and Conditions. The costs associated with attending the Meeting are covered by each participant himself.

13.3 Notice of the Meeting

The Issuer is obliged to publish the convening notice of the Meeting no later than five business days prior to the date of the Meeting.

The convening notice of the Meeting must include at least:

- (a) name, Identification No. and registered seat of the Issuer;
- (b) designation of the Notes, including at least name of the Note, Issue Date and ISIN;
- (c) place, date and hour of the Meeting; place of the Meeting may only be a place in Bratislava, date of the Meeting must be a day which is a business day and the time of the Meeting may not be earlier than 9:00 a.m. and later than 4:00 p.m.;
- (d) agenda of the Meeting, whereas the choice of the Chairman of the Meeting must be the first item of the agenda of the Meeting; and
- (e) The Date of Record for Attending the Meeting (as defined below).

If there is no reason to convene the Meeting, the convener shall withdraw it in the same way as it was convened.

In the convening notice of the Meeting, the Issuer may determine the organisational and technical conditions under which the Holders may participate in the Meeting using electronic means of distance communication allowing a direct remote transmission of audio and video of the Meeting between the Meeting and the Holder.

13.4 Attending the Meeting

(a) Persons entitled to attend the Meeting

Each Holder who has been registered as a Holder of the Notes pursuant to clause 3.1, except for the Issuer itself and any person controlled by the Issuer, is entitled to participate and vote at the Meeting (the **Person Entitled to Attend the Meeting**) on the seventh day prior to the day of the relevant Meeting (the **Date of Record for Attending the Meeting**). Any transfers of the Notes made after the Date of Record for Attending the Meeting are disregarded.

The Person Entitled to Attend the Meeting may be represented by an attorney who, at the beginning of the Meeting, presents and hands over to the Chairman of the Meeting (as defined below) the original of a power of attorney with an officially certified signature of the Person Entitled to Attend the Meeting or its statutory body, in the case of a legal entity, together with an original or a copy of a valid extract from the commercial register or other similar register in which the Person Entitled to Attend the Meeting is registered (possibly also the attorney, if a legal entity); this power of attorney is, except for manifest deficiencies, an irrefutable proof of the representative's right to participate and vote at the Meeting on behalf of the represented Person Entitled to Attend the Meeting. After the end of the Meeting, the Chairman of the Meeting shall hand the power of attorney over to the Issuer's custody.

(b) Voting right

The Person Entitled to Attend the Meeting has as many votes out of the total number of the votes that corresponds to the ratio between the principal amount of the Notes it holds as of the Date of Record for Attending the Meeting and the total principal amount of the given Issue which is held by other Persons Entitled to Attend the Meeting attending the Meeting as of the Date of Record for Attending the Meeting.

(c) Attendance of other persons at the Meeting and co-operation of the Issuer

The Issuer is obliged to attend the Meeting, either through its statutory body or through a duly authorised person, and provide the information necessary for the decision or adoption of the Meeting's opinion. Other members of the Issuer's and/or Administrator's statutory, supervisory, inspection or management body (if appointed), notary and guests invited by the Issuer to participate in the Meeting or any other persons whose attendance at the Meeting has been approved by the Issuer, may also attend the Meeting.

13.5 Course of the Meeting and adopting decisions

(a) Quorum

The Meeting has a quorum if attended (including the attendance through electronic means of communication in accordance with paragraph (f) below) by the Persons Entitled to Attend the Meeting who are, as of the Date of Record for Attending the Meeting, the Holders of the Notes whose principal amount represents more than 50% of the total principal amount of issued and outstanding Notes of the given Issue, except for the Notes held by any person controlled by the Issuer. Prior to commencement of the Meeting, the Issuer will provide information on the number of Notes in respect of which the Persons Entitled to Attend the Meeting are entitled to attend and vote at the Meeting in accordance with the Common Terms.

(b) Chairman of the Meeting

The Meeting is chaired by the Issuer or a person designated by the Issuer until it has been decided at the Meeting that another person will become the Chairman of the Meeting (the **Chairman of the Meeting**). Election of the Chairman of the Meeting shall be the first item of the agenda of the Meeting. If the election of the Chairman of the Meeting at the Meeting is not successful, the Meeting shall be chaired by the Issuer or a person designated by the Issuer until the end of the Meeting.

(c) Adopting decisions at the Meeting

The Meeting is entitled to decide only on proposed resolutions that fall within the scope of the Meeting defined in the Common Terms. The Meeting shall decide only on proposed resolutions referred to in the convening notice. Matters that were neither included in the proposed agenda of the Meeting nor mentioned in the convening notice can only be decided if the discussion of these points is agreed by all attending Persons Entitled to Attend the Meeting who are entitled to vote at this Meeting and if they at the same time relate to the items specified in the convening notice of the Meeting.

The Meeting has the power to decide on the change of the Terms and Conditions of the respective Issue of the Notes only if proposed by the Issuer. The Meeting does not have the power to decide on the early redemption of the Principal Amount of the Notes or a change of other obligations of the Issuer under the Notes.

The Meeting has also the power, with the consent of the Issuer, to decide on an additional deadline for the fulfilment of the Issuer's obligations under the Notes or in relation to the Notes.

The Meeting decides on the submitted proposals by way of resolutions. For the adoption of a resolution, an absolute majority of the votes of the present Persons Entitled to Attend the Meeting is sufficient.

Any matter submitted to the Meeting shall be decided in the following manner: after the Chairman of the Meeting has announced the wording of the proposed resolution, each of the Persons Entitled to Attend the Meeting declares, upon the request of the Chairman of the Meeting, whether it (i) is for the adoption of the proposed resolution, (ii) is against the adoption of the proposed resolution, or (iii) abstains from voting; each such statement is recorded by the attending notary. After the end of the vote of all Persons Entitled to Attend the Meeting as described above and after the evaluation of the results, the Chairman of the Meeting, upon agreement with the attending notary, shall announce to the Persons Entitled to Attend the Meeting whether the proposed resolution has been adopted or rejected by the necessary number of the Persons Entitled to Attend the Meeting, such announcement together with the record of the attending notary on the result of the vote shall be irreversible and conclusive evidence of the result of the vote.

Any duly adopted resolution is binding on the Issuer and all Holders, regardless of whether they attended the Meeting and voted for or did not vote for the resolution at the Meeting.

In cases specified in the Bonds Act, a Person Entitled to Attend the Meeting who, according to the minutes of the Meeting, voted against the proposed resolution at the Meeting or did not attend the Meeting, may request that the rights and obligations of the Issuer and the Holder under the original Terms and Conditions continue to exist or request early redemption of the Notes.

(d) Adjourning the Meeting

The Chairman of the Meeting shall dissolve the Meeting if a duly convened Meeting does not have a quorum in accordance with the provisions of (a) above after the lapse of 60 minutes after the time specified for the beginning of the Meeting. In such case, the Issuer is obliged to convene a replacement Meeting so that it takes place no sooner than two weeks and no later than three weeks from the date on which the original Meeting was convened. The replacement Meeting shall be announced in the manner set out in clause 13.3. The new Meeting shall resolve and decide under the same terms and in the same manner as the dissolved Meeting.

(e) Minutes of the Meeting

The course of every Meeting (including, but not limited to) (i) the agenda of the Meeting (ii) the individual resolutions adopted by the Meeting and (iii) the results of the votes at the Meeting on individual resolutions) will be recorded in a notarial deed prepared at the Meeting; one copy will be prepared by the attending notary for the Issuer and one for the Administrator, if appointed. Minutes that are duly deposited with the Issuer and the Administrator are considered evidence of the facts contained in such minutes and, unless proven otherwise, are considered proof that the Meeting recorded has been duly convened and/or held, and that all resolutions of such Meeting were adopted subject to all conditions and requirements for their adoption in accordance with the Common Terms. The Issuer shall publish the adopted decisions within 14 days of the date of preparation of the minutes of the Meeting and the complete minutes shall be available to the Holders free of charge in electronic form on the designated section of the Issuer's website <https://www.primabanka.sk/o-banke/pre-investorov/pre-investorov?loc=en>.

(f) Attendance and voting at the Meeting through electronic means of distance communication

If, in the convening notice of the Meeting, the Issuer set out the organisational and technical terms and conditions for participation of the Holders in the Meeting through electronic means of distance communication, the Person Entitled to Attend the Meeting may participate in and vote at it through electronic means of distance communication under the following conditions:

- (i) The Person Entitled to Attend the Meeting shall respect the organisational and technical conditions and instructions of the Issuer (in particular the hardware and software requirements) and will maintain video and audio contact with the Meeting from the start of the Meeting; any later registrations of the Person Entitled to Attend the Meeting will not be taken into account;
- (ii) The Person Entitled to Attend the Meeting may, if attending the Meeting through electronic means of distance communication, not be represented by an attorney, except if the Person Entitled to Attend the Meeting notified the Issuer of this fact in writing at least two business days before the Meeting and at the same time delivered to the Issuer the original of a power of attorney with an officially certified signature of the Person Entitled to Attend the Meeting or its statutory body, in the case of a legal entity, together with an original or a copy of a valid extract from the commercial register or other similar register in which the Person Entitled to Attend the Meeting is registered (possibly also the attorney itself, if legal entity); this power of attorney is, except for manifest deficiencies, an irrefutable proof of the attorney's right to participate and vote at the Meeting on behalf of the represented Person Entitled to Attend the Meeting.
- (iii) the two-way communication between the Meeting and the Holder and the transmission of video and audio will not be interrupted, delayed and will be sufficient and of sufficient quality, which in particular allows the Chairman of the Meeting to verify the identity of the Person Entitled to Attend the Meeting and the Person Entitled to Attend the Meeting to participate in the discussions and vote on the items on the agenda as well as to view, receive and submit documents (in electronic form, if necessary);
- (iv) in the event of failure to comply with the condition under (iii) above, the Chairman of the Meeting shall be entitled to terminate the participation of the relevant person in the Meeting by interrupting the connection, in which case the relevant Person Entitled to Attend the Meeting shall be deemed absent from the Meeting;

- (v) in the event of any technical failure or other event giving rise to the termination of the video and/or audio connection between the Meeting and the Person Entitled to Attend the Meeting, such person shall be deemed to be absent from such moment;
- (vi) no Person Entitled to Attend the Meeting whose participation in the Meeting has been terminated under (iv) or (v) above shall have the right to resume his/her participation in that Meeting by re-connecting to the Meeting through electronic means of distance communication; the above shall not apply if the relevant connection was interrupted solely for reasons on the part of the Issuer; in such a case, the Issuer shall allow the relevant Person Entitled to Attend the Meeting to re-establish video and audio contact with the Meeting;
- (vii) while the video or audio contact with the Meeting is interrupted, the relevant Person Entitled to Attend the Meeting will be deemed to be absent; however, the Issuer is not obliged to suspend the course of the Meeting for this reason;
- (viii) the Person Entitled to Attend the Meeting shall provide the necessary assistance to the extent that the Chairman of the Meeting is able to identify and verify the identity of the Person Entitled to Attend the Meeting; and
- (ix) the Chairman of the Meeting can control how the Meeting proceeds, and determine and announce the results of voting.

The Person Entitled to Attend the Meeting attending the Meeting through electronic means of distance communication under the above terms will be deemed to be present at such Meeting.

14. Notices

- 14.1 Any notice, publication or communication by the Issuer addressed to the Holders and any facts material for exercising the rights of the Holders will be published in the designated section of the Issuer's website <https://www.primabanka.sk//o-banke/pre-investorov/pre-investorov?loc=en>, in each case subject to mandatory requirements of applicable law.
- 14.2 If the legal regulations require that a notice is also published in another manner, such notice shall be deemed to be validly published when it is published in such required manner. If any notice is published by several manners, the date of its first publication shall be deemed the date of such notice. The publication date shall also be deemed the date of delivery of the notice to the Holders.
- 14.3 The Issuer is obliged to make notices and publications in relation to the Notes in English or Slovak language or bilingually in English and Slovak language if the Notes were offered on the territory of other Member States of the European Union. If it is permitted by the legal regulations, taking into account the nature of a notice or publication, the Issuer may decide to make such notice or publication relating to the Notes in English language only.
- 14.4 Any notice to the Issuer in respect of the Notes must be delivered in writing to the following address:
Prima banka Slovensko, a.s.
Hodžova 11
Žilina 010 11
Slovak Republic

or to such other address notified to the Holders in a manner described in this clause.

15. Governing law and dispute resolution, language

- 15.1 Any and all rights and obligations arising from the Notes shall be governed and construed in accordance with Slovak law.
- 15.2 Any and all disputes between the Issuer and the Holders arising under or in relation to the Notes shall be finally resolved by the relevant Slovak court.
- 15.3 The English language version of these Terms and Conditions is legally binding and if the Terms and Conditions are translated into another language, the English language version of the Terms and Conditions shall prevail in the case of any interpretation discrepancies between the Terms and Conditions in English language and the Terms and Conditions translated into another language.

PART B: TRADING, CONDITIONS OF OFFER AND OTHER INFORMATION**16. Admission to trading**

[**Admission to trading** – *selection of option from the Common Terms* – [The Issuer [will submit] [has submitted] an application to the Luxembourg Stock Exchange, with its registered seat at 35A Boulevard Joseph II, L-1840 Luxembourg for the admission of the Notes for the official list of the LSE and to trading on its regulated market: [**LSE Regulated Market**].] *or* [The Issuer will submit an application for the admission of the Notes to trading on [**Specification of other regulated market**].] *or* [The Issuer will not submit an application for the admission of the Notes to trading on a regulated market.]] [**Estimated costs of the admission to trading** – [The Issuer estimates the total costs associated with the request and admission of the Notes to trading at [●] *or* [Not applicable].]]

17. Conditions of the Offer

The Notes will be offered in an offer which is not subject to the obligation to publish the prospectus within and outside the Slovak Republic through [**Form of Offer** – [as a syndicated issue through [**specify information on banks forming the syndicate and specify other information**]] *or* [as a non-syndicated issue [**specify other information**]]]. [**Offer is addressed to** – *selection of option from the Common Terms* – [eligible counterparties] *and/or* [Qualified Investors] *and/or* [limited group of persons, i.e. less than 150 individuals or legal entities in the relevant Member State other than qualified investors]].

[**Distribution method** – *selection of option from the Common Terms* – [No arrangements have been agreed on as regards the subscription of the issue of the Notes with any entities on the basis of a firm commitment, placement without firm commitment or “best efforts” arrangement and the distribution of the Notes is arranged by the Issuer.] *or* [[The Issuer] [and] [**Financial Intermediaries / Dealers / Joint Lead Managers**] will distribute the Notes in the Slovak Republic [and also outside the Slovak Republic] in one or several manners to which the obligation to publish a prospectus does not apply.] [**Information on any subscription agreements**]]

The Issuer has not entered into any firm agreement with any entities to act as intermediaries in the secondary trading of the Notes. The issue of the Notes shall be deemed successfully subscribed after the expiration of the relevant Issue Date even in the event that the Aggregate Amount of the Issue has not been fully subscribed by the investors.

18. Additional information**(a) Interest of individuals and legal entities involved in the Programme/offer.**

As of the date of the Prospectus, the Issuer is not aware of any interest of any individual or legal entity participating in the Programme that would be material to the Programme/offer.

[**Stabilisation Manager** – [Not applicable. No Stabilisation Manager has been appointed in connection with the issue of the Notes.] *or* [**Stabilisation Manager**]]

[**Description of other interests**]

(b) [Third party information and expert reports]**(c) [Approvals for the Issue of the Notes]**

(d) Credit rating of the Issuer and Notes. Credit rating assigned to the Issuer by credit rating agency Moody’s – Long-term Deposit Rating: A3, Outlook: stable, Long-term Issuer Rating: Baa1, Outlook: stable, Bank Deposits: A3/P-2. [**Credit rating assigned to the Notes** – [The Notes are not rated.] *or* [It is expected that the Notes will be rated [●] by [●].] *or* [**Other information about the credit rating assigned to the Notes**].] The relevant entity of Moody’s assigning a credit rating to the Notes is a credit rating agency established in the European Union and registered under the CRA Regulation.

(e) Advisors. The Issuer has used services of Allen Overy Shearman Sterling s.r.o., with its registered seat at Eurovea Central 1, Pribinova 4, 811 09 Bratislava, Slovak Republic, as its legal advisor as to the matters of Slovak law. [**Information on other advisers**]

(f) Consent given to financial intermediaries. The Issuer has not given any consent to any financial intermediaries to use the Prospectus for the subsequent resale or final placement of the Notes.

The Issuer may use financial intermediaries for the placement of the Notes in the Slovak Republic as well as in other Member States of the European Union, but always only in one or several manners defined in Article 1(4) of the Prospectus Regulation which is exempt from the obligation to publish a prospectus.

- (g) **Stabilisation.** If the Stabilisation Manager has been appointed with regards to the issuance of Notes, this person or persons acting on his behalf may take stabilisation transactions (purchases or sales) related to Notes with a view to support the market prices of Notes at the level higher than would otherwise prevail without taking such actions. **However, there is no assurance that the Stabilisation Manager or any other person will take stabilisation transactions.** Stabilisation transactions may be performed from the date of reasonable disclosure of the terms concerning the Note issuance and ends 30 calendar days from the date of issuance and settlement of the Note issuance at the latest or (i.e. when the Issuer gains the proceeds) 60 calendar days from the date of the Note allocation to individual investors in accordance with their orders, whichever is the earlier. Any potential stabilisation transactions shall be performed only in accordance with applicable legislation requirements.

8. FORM OF THE FINAL TERMS

The Form of the Final Terms which will be prepared for each issue of the Notes to be issued on the basis of the Prospectus under the Programme is set out below. These Final Terms will contain the relevant information for each particular issue of the Notes. The Final Terms will be prepared and published for each individual issue of the Notes issued under the Programme prior to the commencement of the issue of the Notes.

If certain information from the form of the Final Terms below is of no relevance in relation to a particular issue, it will state "Not applicable". This symbol "[●]" is used to designate those parts of the Final Terms which will be filled in.

If, with regard to the concerned information item, it is stated "(selection of option from the Common Terms)" it means that such information is included in the Common Terms in the relevant information block with several options and only the option that is relevant for the given issue will be included in the Final Terms

Information regarding the supplement to the Prospectus (if any) stated below in square brackets will be provided in the Final Terms only if one or more supplements to the Prospectus are made.

[the form of the Final Terms is provided on the next page]

FINAL TERMS

[Date]

**Prima banka Slovensko, a.s.**

Title of the Notes: [●]

**issued under the EUR 400,000,000 Debt Securities Issuance Programme
under the base prospectus dated [●]**

Total issue amount: [●]

ISIN: SK[●]

These Final Terms were prepared for the purposes of Article 8(4) and (5) of the Prospectus Regulation and in order to obtain comprehensive information, they must be read, considered and interpreted in conjunction with the base prospectus (the **Prospectus**) to the debt securities issuance programme issued from time to time or repeatedly by the company Prima banka Slovensko, a.s. (the **Issuer**).

The Prospectus and its Supplements (if any) are available in electronic form at the designated section of the Issuer's website <https://www.primabanka.sk/o-banke/pre-investorov/pre-investorov?loc=en>. The information regarding the Issuer, the Notes and their offer is only complete in combination of these Final Terms and the Prospectus and its Supplements (if any).

The Prospectus was approved by the National Bank of Slovakia by its decision [●] dated [●]. [The Prospectus Supplement No.: [●] was approved by the National Bank of Slovakia by its decision [●] dated [●]].

This part of the Final Terms, including the used defined terms, must be read in conjunction with the Common Terms contained in the Prospectus.

The risk factors related to the Issuer and the Notes are listed in clause 2 of the Prospectus, "*Risk Factors*".

If there are any discrepancies between the Final Terms in Slovak and the Final Terms translated into any other language, the English language version of the Final Terms shall prevail.

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**); (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; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, 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.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not 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 (**EUWA**); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 (**POATRs**). Consequently no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MiFID II Product Governance

MiFID II monitoring of the creation and distribution of a financial instrument: The Issuer, as a manufacturer of a financial instrument, has evaluated solely for the purposes of the approval process of a financial instrument under the Securities Act that the determined (i) target market for the Notes is [professional clients] [,][and] [eligible counterparties], and (ii) the distribution channels for the Notes are [all distribution channels for professional clients and eligible counterparties] [,] [personal sale at the Issuer's branches] [,] [and] [sale through technical facilities through the [●] department of the Issuer] [, with the sale being performed as [sale without advice] [,][and] [sale with provision of investment advice]]. Any person subsequently offering, selling or recommending the Notes (each a **Distributor**) must take into account the evaluation of the nature of the financial instrument, investment service and target market by the manufacturer of the product, and the Distributor is responsible for taking appropriate measures so that the Notes are distributed through appropriate distribution channels in accordance with the characteristics, objectives and needs of the target market identified by the Issuer. The Distributor of financial instruments is required to provide the Issuer with information on the distribution of financial instruments. **The Notes are not for distribution to non-professional clients.**

[UK MiFIR Product Governance]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of 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 UK 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. 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 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 target market assessment) and determining appropriate distribution channels.]

PART A: PROVISIONS SUPPLEMENTING TERMS AND CONDITIONS OF THE NOTES

This part of the Final Terms together with Part A (Information about the Notes) of the Common Terms shall constitute the terms and conditions of the relevant issue of the Notes.

Clause 1: Basic information, form and manner of issue of the Notes

Type of Notes (1.1):	[●] (<i>selection of option from the Common Terms</i>) [Unsubordinated and unsecured notes (the Senior Notes)] or [Senior Non-preferred Notes] qualifying as MREL Eligible Notes]
ISIN (1.1):	[●]
CFI (1.1):	[●]
FISN (1.1)	[●]
Common Code (1.1)	[●] / Not applicable.
Principal Amount (1.3):	[●]
Number of Securities in the Issue (1.3):	[●]
Name (1.5):	[●]
Aggregate Amount of the Issue (1.6):	[●]
Estimated Net Proceeds from the Issue (1.6):	[●]
Issue Price in % (1.8):	[●]
Information about the accrued interest (1.8):	[●] / Not applicable.
Issue Date (1.9):	[●]

Clause 4: Status of obligations

<p>Status of obligations:</p>	<p>[● (<i>selection of option from the Common Terms</i>)</p> <p><i>in case of the Senior Notes, it shall be stated:</i> Obligations from the Notes constitute direct, general, unsecured, unconditional and unsubordinated liabilities of the Issuer which rank <i>pari passu</i> among themselves and always rank at least <i>pari passu</i> with any other direct, general, unsecured, unconditional and unsubordinated liabilities of the Issuer, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law.]</p> <p><i>in case of the Senior Non-preferred Notes, it shall be stated:</i> [Obligations from the Notes constitute direct, general, unsecured and unconditional liabilities of the Issuer with a lower ranking in bankruptcy under Section 180a(2) of the Bankruptcy Act, which rank <i>pari passu</i> among themselves and always rank at least <i>pari passu</i> with any other direct, general, unsecured and unconditional liabilities of the Issuer with the same ranking in bankruptcy of the Issuer, present and future, save for those obligations of the Issuer as may be stipulated by mandatory provisions of law. Claims under the Notes are subordinated to other unsecured and unsubordinated obligations of the Issuer, but under any circumstances are senior to claims under any Tier 2 Instruments of the Issuer.]</p> <p><i>No Set-off/Netting; No Security/Guarantee; No Enhancement of Seniority.</i> The Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution, liquidation or insolvency of the Issuer. The Holders do not have the right to set-off their claims under the Notes against the Issuer and at the same time the Issuer does not have the right to set-off its claims against the claims of the Holders under 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.</p> <p><i>Possibility of statutory resolution measures.</i> Each Holder acknowledges and explicitly agrees that prior to any normal insolvency proceeding of the Issuer, under the applicable banking resolution provisions, including the Resolution Act, 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 the Terms and Conditions or a cancellation of the Notes. This can result in the Holders losing a part or their whole investment in the Notes.]]</p>
-------------------------------	---

Clause 6: Interest

<p>Determination of interest (6.1):</p>	<p>[● (<i>selection of option from the Common Terms</i>)</p> <p>[The Notes bear a fixed interest rate throughout their life, in the amount of [Rate]% p. a.] (the Interest Rate).]</p> <p><i>or for zero coupon Notes:</i> [The Notes have no interest rate and their interest is determined as the difference between the Principal Amount of the Notes and their Issue Price. The provisions of clauses 6.3 to 6.13 and any reference to interest or its payment shall in this case not be applicable to the Notes.]</p>
---	---

	<i>or for the floating rate Notes:</i> [The Notes bear interest at the floating rate set as the sum of the Reference Rate and the Margin of [Reference Rate and Margin] % p. a. (the Interest Rate). The Reference Rate will be set for the first time [Reference Rate Setting Deadline] before the Issue Date and subsequently set [Reference Rate Setting Deadline] before the applicable Payment Date for the following Interest Period (the Reference Rate Setting Date). The current floating Interest Rate for the relevant Interest Period shall be notified by the Issuer to the Holders promptly.]]
Yield to Maturity (6.2):	[●] / Not applicable.
Interest Payment Frequency (6.3):	[●] / Not applicable.
Interest Payment Date(s) (6.3):	[●] / Not applicable.
First Interest Payment Date (6.4):	[●] / Not applicable.
Convention (6.6):	[●] / Not applicable.
Screen page (6.9):	[●] / Not applicable.
Relevant value (6.9):	[● (<i>selection of option from the Common Terms</i>) [the value of the fixing of the interest rates for sale on the interbank market for deposits for the relevant currency for the relevant period] or [the value of mid-swap interest rate (the average of bid and offer swap rate) for the fixed part of swap transaction, where the fixed rate is changed into a floating rate in the relevant currency for the relevant period] <i>or</i> [Not applicable.]]
Further information on early redemption if it is impossible to determine the Substitute Reference Rate (6.11):	[●] / Not applicable.

Clause 7: Maturity of the Notes

Method of Redemption (7.1):	[●]
Maturity Date (7.1):	[●]
Early redemption of the Notes by the Issuer (7.3):	[● (<i>selection of option from the Common Terms</i>) [Subject to conditions in clause 7.8, the Issuer may by a written notice to the Holders, determine that all (and not only some) Notes will be redeemed as of [Determination or Method of Determination of Early Redemption Date(s)] (the Early Maturity Date) in the case of the Notes with the remaining maturity of less than one year provided that they are not included in the minimum requirement for eligible liabilities due to this shorter maturity. The Issuer is obliged to announce such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue in respect of which the notification was made. On the Early Maturity Date, the Issuer shall pay to each Holder [(i) 100.00% of Principal Amount of the Notes; and (ii) the extraordinary interest of [Extraordinary Interest Amount in %] of the Principal Amount of the Notes <i>or</i> [Other Determination of the Early Redemption Amount] . <i>or</i> [Not applicable. The Issuer may not, on the basis of its decision, redeem the Notes early.]]

<p>Early redemption due to minimal outstanding aggregate principal amount (Clean-Up Call) (7.4):</p>	<p>[● (<i>selection of option from the Common Terms</i>)</p> <p>[The Issuer may by a written notice to the Holders, determine that all (and not only some) Notes will be redeemed as of any date specified by the Issuer (the Early Maturity Date) if 75 per cent. or more of the aggregate Principal Amount of the Notes of the same issue have been redeemed or repurchased (and then held or cancelled) by the Issuer. The Issuer is obliged to notify the early redemption of the Notes to the Holders no sooner than 60 days and no later than 30 days prior to the Early Maturity Date. The Issuer's notice of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue of the Notes in respect of which the notice was made. On the Early Maturity Date, the Issuer shall pay to each Holder [100.00% of Principal Amount of the Notes and any accrued interest] <i>or</i> [Other Determination of the Early Redemption Amount]. Any redemption by the Issuer of the Notes is subject to conditions in clause 7.8.]]</p> <p><i>or</i> [Not applicable. The Notes will not be redeemed due to minimal outstanding aggregate principal amount.]]</p>
<p>Early redemption for regulatory reasons (7.5):</p>	<p>[● (<i>selection of option from the Common Terms</i>)</p> <p>[Subject to conditions in clause 7.8, the Issuer is entitled to early redeem all issued and outstanding (not only some) Notes as of [Determination or Method of Determination of Early Redemption Date(s)] (the Early Maturity Date) if there is a change in the regulatory classification of the Notes that occurs on or after the Issue Date of the Notes and that would be likely to result or has resulted in their exclusion in full or in part or as a reclassification as a lower quality form of own funds or eligible liabilities instruments (in each case on an individual and/or consolidated basis of the Issuer) pursuant to the Capital Regulations. The Issuer is obliged to notify such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and obliges the Issuer to early redeem the entire issue of the Notes in respect of which the notification was made. On the Early Maturity Date, the Issuer shall pay to each Holder [100.00% of Principal Amount of the Notes and any accrued interest] <i>or</i> [Other Determination of the Early Redemption Amount].</p> <p><i>or</i> [Not applicable. The Notes cannot be redeemed early for regulatory reasons.]]</p>
<p>Early redemption for reasons of taxation (7.6):</p>	<p>[● (<i>selection of option from the Common Terms</i>)</p> <p>[The Issuer is entitled to early redeem all (not only some) Notes issued and outstanding as of [Early Redemption Date(s)] (the Early Maturity Date) only if (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in clause 10 as a result of any change in, or amendment to, the laws or regulations of the Slovak Republic or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the issues of the first tranche of the Notes and (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it. The Issuer is obliged to announce such decision to the Holders no sooner than 60 days and no later than 30 days prior to the relevant Early Maturity Date. The Issuer's notification of the early redemption of the Notes and of the Early Maturity Date is irrevocable and</p>

	<p>obliges the Issuer to early redeem the entire issue in respect of which the notification was made. On the Early Maturity Date, the Issuer shall pay to each Holder 100.00% of Principal Amount of the Notes and any accrued interest until that date.] [Any redemption by the Issuer of the Notes is subject to conditions in clause 7.8.]]</p> <p>or [Not applicable. The Notes cannot be redeemed early for reasons of taxation.]]</p>
--	---

Clause 8: Payment Terms and Conditions

Financial Centre (8.9):	[●]
-------------------------	-----

Clause 10: Taxation

Gross-up (10.2):	<p>[●] (<i>selection of option from the Common Terms</i>)</p> <p>[The Issuer will not be obliged to pay any additional sums to the recipients for the reimbursement of these withholdings, taxes, levies or charges.]</p> <p>or [If such withholding or deduction is required by the laws of the Slovak Republic, the Issuer will pay such additional amounts to the Holder as will be necessary so that the net amount of the principal or interest received by the Holders after such withholding or deduction will be equal to the respective amounts which would otherwise have been received 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 withheld or deducted tax which:</p> <p>(a) is payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a payment of tax by way of withholding or deduction by the Issuer as tax payer;</p> <p>(b) is payable by reason of the Authorised Person, the Holder or the ultimate owner of income in relation to the Notes having, or having had, any personal or business connection with the Slovak Republic;</p> <p>(c) is withheld or deducted pursuant to: (i) any European Union directive or other legal instrument of the Union law concerning the taxation of distributions income; or (ii) any international treaty relating to such taxation and to which the Slovak Republic or the European Union is a party; or (iii) any provision of law implementing, or complying with, such directive, legal instrument or treaty;</p> <p>(d) is payable by reason of a change in law that becomes effective more than 30 days after the relevant payment in respect of the Notes becomes due; or</p> <p>(e) would not be payable if the Authorised Person, the Holder or the ultimate owner of income in relation to the Notes would provide a certificate of residence, a certificate of ultimate beneficial ownership, a certificate of exemption or any other similar documents required according to the respective applicable tax regulations, practice or double tax treaty.]</p> <p>[Notwithstanding anything to the contrary in this provision, no additional amounts shall be paid where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the United</p>
------------------	--

	States Internal Revenue Code of 1986, as amended (the Code) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any interpretations thereof or law implementing an intergovernmental approach thereto or an agreement between the United States of America and the Slovak Republic to implement FATCA or any law implementing or complying with, or introduced in order to conform to, such agreement.]]
--	---

PART B:**PROVISIONS SUPPLEMENTING TRADING, CONDITIONS OF OFFER AND OTHER INFORMATION****Clause 16: Admission to trading**

Admission to trading:	<p>[● (selection of option from the Common Terms)]</p> <p>[The Issuer [will submit] [has submitted] an application to the Luxembourg Stock Exchange, with its registered seat at 35A Boulevard Joseph II, L-1840 Luxembourg for the admission of the Notes for the official list of the LSE and to trading on its regulated market: [LSE Regulated Market].] or [The Issuer will submit an application for the admission of the Notes to trading on [Specification of other regulated market].] or [The Issuer will not submit an application for the admission of the Notes to trading on a regulated market.]]</p>
Estimated costs of the admission to trading:	<p>[● (selection of option from the Common Terms)]</p> <p>[The Issuer estimates the total costs associated with the request and admission of the Notes to trading at [●] or [Not applicable].]]</p>

Clause 17: Conditions of the Offer

Form of Offer:	<p>[● (selection of option from the Common Terms)]</p> <p>[as a syndicated issue through [specify information on banks forming the syndicate and specify other information]] or [as a non-syndicated issue [specify other information]]]</p>
Offer is addressed to:	<p>[● (selection of option from the Common Terms)]</p> <p>[eligible counterparties] and/or [Qualified Investors] and/or [limited group of persons, i.e. less than 150 individuals or legal entities in the relevant Member State other than Qualified Investors]]</p>
Distribution method:	<p>[● (selection of option from the Common Terms)]</p> <p>[No arrangements have been agreed on as regards the subscription of the issue of the Notes with any entities on the basis of a firm commitment, placement without firm commitment or “best efforts” arrangement and the distribution of the Notes is arranged by the Issuer.] or [[The Issuer] [and] [Financial Intermediaries / Dealers / Joint Lead Managers] will distribute the Notes in the Slovak Republic [and also outside the Slovak Republic] in one or several manners to which the obligation to publish a prospectus does not apply.] [Information on any subscription agreements]]</p>

Clause 18: Additional Information

Stabilisation Manager:	<p>[● (selection of option from the Common Terms)]</p> <p>[Not applicable. No Stabilisation Manager has been appointed in connection with the issue of the Notes.] or [Stabilisation Manager]]</p>
Description of other interests:	[●] / Not applicable.

Third party information and expert reports:	[●] / Not applicable.
Approvals for the Issue of the Notes:	[●] / Not applicable.
Credit rating assigned to the Notes:	[●] (<i>selection of option from the Common Terms</i>) [The Notes are not rated.] or [It is expected that the Notes will be rated [●] by [●].] or [Other information about the credit rating assigned to the Notes].]
Information on other advisers:	[●] / Not applicable.

In Bratislava on [●].

Name: [Name and surname]

Title: [●]

Prima banka Slovensko, a.s.

Name: [Name and surname]

Title: [●]

Prima banka Slovensko, a.s.

9. DISTRIBUTION AND SELLING RESTRICTIONS

9.1 Restrictions in the distribution of the Prospectus and offering of the Notes

The distribution of the Prospectus and the offering, sale and purchase of the Notes in certain jurisdictions is restricted by law. The Notes have not been and will not be registered, permitted or approved by any administrative or other authority of any jurisdiction other than the approval of the Prospectus by the NBS. The Issuer may, at any time after the Prospectus has been approved, request the NBS to notify the approval of the Prospectus to the *Commission de Surveillance du Secteur Financier* (the *CSSF*) or any other competent authority of another Member State of the EEA for the purpose of admitting the Programme or Notes for trading on a regulated market in that other Member State.

Therefore, the Notes may only be offered in a jurisdiction other than the Slovak Republic if the legal regulations of this other jurisdiction do not require the approval or notification of the Prospectus and also subject to the compliance with any and all requirements pursuant to the legal regulations of such other jurisdiction.

Persons who obtain possession of the Prospectus are required to become acquainted with and observe any restrictions that may be relevant to them.

The Prospectus itself does not constitute an offer to sell, or the solicitation of an offer to buy the Notes in any jurisdiction. Each person acquiring the Notes shall be deemed to declare and agree that (i) such person has understood any and all relevant restrictions related to the offer and sale of the Notes which apply to him/her/it and to the relevant form of offer or sale; (ii) that such person will neither offer for sale nor further sell the Notes without complying with any and all relevant restrictions which apply to such person and the relevant form of offer and sale; and (iii) prior to further offering or selling the Notes, such person will inform the buyers of the fact that further offers or sales of the Notes may be subject to statutory restrictions in different jurisdictions which must be observed.

In addition to above, all acquirers of the Notes are required by the Issuer to comply with the provisions of all applicable legal regulations (including Slovak legal regulations), where they will distribute, make available or otherwise circulate the Prospectus, including any Supplements, individual Final Terms or other offering or promotional materials or information related to the Notes, always at their own expense and regardless of whether the Prospectus or Supplements, individual Final Terms or other offering or promotional materials or information related to the Notes are in written, electronic or any other form.

The Prospectus has been prepared on the assumption that any offer of the Notes in other Member States of the European Union will only be made in one or several manners defined in Article 1(4) of the Prospectus Regulation, **which is exempt from the requirement to publish a prospectus.**

Prohibition of Sales to EEA Retail Investors

Each 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 EEA. For the purposes of this provision:

- (a) 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 MiFID II; or
 - (ii) a customer within the meaning of 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; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation;
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United States of America

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **U.S. Securities Act**) and may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the U.S. Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the U.S. Securities Act.

Each Dealer appointed under the Programme will be required to represent and agree, that, it will not offer, sell or deliver the Notes, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all the Notes of the given tranche of which such Notes are a part within the United States of America or to, or for the account or benefit of, U.S. persons. Each Dealer appointed under the Programme will be required to agree that it will send to each Dealer to which it sells the Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States of America or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the U.S. Securities Act.

Until 40 days after the commencement of the offering of any series of Notes an offer or sale of such Notes within the United States of America by any Dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the U.S. Securities Act.

The United Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of 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:

- (a) the expression **retail investor** means a person who is either one (or both) of the following:
 - (i) not 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 (**EUWA**); or
 - (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Other Regulatory Restrictions

Each Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (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

- (c) 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.

General Restrictions

Other than with respect to the admission to listing, trading and/or quotation by such one or more listing authorities, stock exchanges and/or quotation systems as may be specified in the relevant Final Terms, no action has been or will be taken in any country or jurisdiction by the Issuer that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Prospectus or any Final Terms comes are required by the Issuer 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 have in their possession or distribute such offering material, in all cases at their own expenses.

Each Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus, any offering material or any Final Terms, and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, and any of the other Dealers shall have any responsibility therefore.

The Issuer does not represent that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

9.2 MiFID II target market

The Final Terms will provide basic data on the analysis of the target market for the Notes and the suitability of the distribution of the Notes. Any person who subsequently sells or recommends the Notes (the **Distributor**) should take into account this target market analysis. However, any Distributor subject to the rules of Directive 2014/65/EU on markets in financial instruments, as amended, including all its statutory instruments and implementations into relevant national law (**MiFID II**), is responsible for carrying out its own analysis of the target market in respect of the Notes (either by adopting or improving the target market assessment) and identifying their own appropriate distribution channels. The Issuer will only be responsible as the manufacturer of the product in relation to the offering of the Notes that it itself carries out.

10. GENERAL DESCRIPTION OF TAXATION AND FOREIGN EXCHANGE REGULATION IN THE SLOVAK REPUBLIC

10.1 Taxation in the Slovak Republic

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

The following summary includes general information regarding current tax and payment matters of the Slovak legal regulations relating to the acquisition, ownership and disposal of the Notes applicable in the Slovak Republic as at the date of this Prospectus and does not purport to be a comprehensive description of all of its aspects. The information provided is subject to any changes in the applicable legal regulations that may become effective after the date of this Prospectus. This summary does not describe tax and payment matters under the laws of any other country than the Slovak Republic.

The Holders are recommended to consult the provisions of the applicable legal regulations with their own advisors, in particular as regards tax and foreign exchange regulations and regulations regarding social and health insurance applicable in the Slovak Republic and in the countries of their residence, as well as in countries in which the income from the holding and sale of the Notes may be subject to tax, and implications of their application. The Holders are required to keep themselves informed of any laws and other legal regulations which in particular regulate the holding of the Notes and economic rights to the Notes and the sale and purchase of the Notes on ongoing basis and to comply with these laws and other legal regulations.

The income on the Notes will be taxed pursuant to the law applicable at the time of its payment. As of the date of the Prospectus, such income is pursuant to Act No. 595/2003 Coll. on Income Tax, as amended (the **Income Tax Act**), taxed as follows:

- income on the Notes realised by a tax non-resident (the **Tax Non-Resident**) not engaged in business through a permanent establishment in Slovakia is not subject to income tax in the Slovak Republic;
- income on the Notes realised by a tax resident (the **Tax Resident**) that is an individual, a taxpayer not incorporated or established for business purposes or the NBS is subject to a 19% income withholding tax;
- income on the Notes realised by a Tax Resident that is a legal entity, forms part of the tax base of such taxpayer and is subject to a corporate income tax at respective rate (24% or 21% or 10%); and
- income on the Notes realised by a Tax Non-Resident engaged in business through a permanent establishment in Slovak Republic (to which such income is attributable) forms part of the tax base of such permanent establishment in Slovak Republic and is subject to income tax at the respective rate for corporations (24% or 21% or 10%) or individuals (19%).

The Issuer is liable for the withholding of tax unless the Notes are, as part of custodianship services, held in a custody account of the securities trader; in such a case, the securities trader is liable for withholding the tax. Although as of the date of the Prospectus a withholding tax generally does not apply to income from the Notes paid out to a Tax Non-Resident (i.e., a taxpayer with limited tax liability in the Slovak Republic), in order to benefit from this exception, the Tax Non-Resident shall prove the ultimate ownership of income from the Notes and tax residence of the Tax Non-Resident. Unless this evidence is provided, the Issuer or relevant custodian may be required to apply the withholding tax under Slovak tax law. Neither the Issuer, nor any of its payment agents, nor the persons keeping securities or other administrators have the legal obligation to proactively request and verify these documents and information. The withholding tax applied on payments to exempt taxpayers solely due to missing evidence is generally refundable upon request and after delivery of the relevant evidence, however, the tax reclaim procedures require additional time and resources and relevant procedures and practice are not fully established.

In individual cases, a yield on the Notes may arise to an individual, a Tax Resident, without the tax from it being subject to tax withholding and the yield is included in the tax base of the individual (e.g. a note sold on the secondary market, under special terms or a yield arising on the maturity of a security calculated from the difference between the principal amount of the security and the issue price on its issue date). The taxpayer not incorporated or established for business purposes or the NBS is liable for the withholding of tax in respect of the income on the Notes realised by this taxpayer not incorporated or established for business purposes or the NBS.

Pursuant to Council Directive 2011/16/EU on administrative cooperation in the field of taxation and repealing Directive 77/799/EEC on automatic exchange of information (DAC2) and pursuant to the agreement entered into between the Slovak Republic and the United States of America to improve compliance with international tax legislation, which were implemented to the Act No. 359/2015 Coll. on automatic exchange of financial account information for purposes of tax administration, the Issuer provides the local tax administrator with selected information about clients from EU Member States and clients from other selected countries, including the USA, for the previous year, annually by 30 June of the relevant year.

Income from sale of the Notes realised by a legal entity being a Slovak Tax Resident or a permanent establishment of a Tax Non-Resident is included in the tax base and is subject to a corporate income tax rate at a respective rate (24% or 21% or 10%). In general, losses from the sale of the Notes calculated on a cumulative basis for all Notes sold in an individual tax period are not recognisable for tax purposes, except for specific cases stipulated by law (e.g., loss from the sale of the Notes is recognisable for tax purposes if it is not higher than the yield on the Notes included in the tax base until its sale or maturity).

Generally, income from the sale of the Notes realised by a Slovak Tax Non-Resident coming from a Slovak Tax Resident or a permanent establishment of the Slovak Tax Non-Resident is subject to the applicable income tax rate, unless the international double tax treaty entered into by the Slovak Republic provides otherwise.

In addition, if the income taxable in Slovakia is realised by the resident of the country outside the EU and EEA, such income is subject to tax securement of 19% or 35% (if resident in the country with which the Slovak Republic did not conclude a double tax treaty or tax information exchange agreement or in the country listed in EU list of non-cooperative jurisdictions for tax purposes or in the country not imposing a corporate income tax or imposing a zero corporate income tax). Tax securement shall be made by a taxpayer that makes, remits or credits the payments to the resident of the country outside the EU and EEA. Tax securement is considered as final tax in case the Slovak tax return is not filed.

The income on the Notes for individuals who must have a statutory health insurance in the Slovak Republic is generally not subject to health insurance payments; in special cases, however, yield on the Notes may arise that will be subject to health insurance payments. Each Holder of the Notes must assess its own potential obligations in this area pursuant to the relevant legislation, including the applicable transitional provisions.

10.2 Foreign Exchange Regulation in the Slovak Republic

Issuing and purchasing the Notes in the Slovak Republic is not subject to foreign exchange regulation in the Slovak Republic. Foreign Holders may, subject to certain conditions, purchase funds in foreign currency for Slovak currency (Euro) without foreign exchange restrictions and thus transfer amounts paid by the Issuer from the Notes from the Slovak Republic in foreign currency.

11. GENERAL INFORMATION

- 11.1 Dealers of the Programme.** No Dealers have been appointed for the entire Programme. The Issuer may appoint one or more financial institutions to act as Dealers offering a particular issue of the Notes. Dealers will not be liable for any information contained in the Prospectus.
- 11.2 Joint Lead Managers.** The Issuer may appoint Dealers or any other financial institutions as Joint Lead Managers for the final placement of the Notes in the Slovak Republic and/or in other Member States of the EEA and the United Kingdom, but always only in one or several manners defined in Article 1(4) of the Prospectus Regulation, when offering the Notes, or in the case of the United Kingdom, pursuant to the corresponding national legislation.
- 11.3 Completeness of the Prospectus.** The Prospectus is to be read together with any Supplements as well as documents and information incorporated herein by reference. Comprehensive information regarding the Issuer and the Notes may only be obtained from the combination of the Prospectus (including Supplements and documents and information incorporated by reference) and the relevant Final Terms.
- 11.4 Approval of information and Prospectus updates.** The provision of representations or information relating to the Issuer or the Notes other than those contained herein has not been approved by the Issuer. No other information or representation may be relied upon as having been approved by the Issuer. The submission of the Prospectus at any time does not mean that information contained herein is accurate at any time after the date of this Prospectus. Unless provided otherwise, any and all information contained herein is provided as at the date of this Prospectus. The Prospectus may be updated pursuant to Article 23 of the Prospectus Regulation in the form of a Supplement in which the information in the Prospectus will be up to date as at the date stated in Supplement. Pursuant to the Prospectus Regulation, any Supplement must be approved by the NBS and subsequently published.
- 11.5 Validity of the Prospectus.** With the approval of this Prospectus by the NBS and its publication by the Issuer, the validity of the previous base prospectus prepared by the Issuer for the Programme ends.
- 11.6 Reference rate administrators.** Amounts payable on the Notes with a floating interest rate will be calculated with reference to the Reference rates, for example EURIBOR, as specified in more detail in the relevant Final Terms. At the date of this Prospectus, used Reference Rate administrators are registered in the ESMA register of administrators under Article 36 of Regulation (EU) No 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.
- 11.7 No investment recommendation.** Neither the Prospectus nor any financial information provided in respect of the Programme or the issue of the Notes is intended to provide the basis for any credit or other evaluation of the Issuer or the Notes and may not be considered as a recommendation by the Issuer that any recipient of the Prospectus or any financial information regarding the Issuer should buy the Notes. Each potential purchaser of the Notes should evaluate for itself the relevance of the information contained in the Prospectus or any financial information regarding the Issuer, and its purchase of the Notes should be based on any such review as it deems necessary.
- 11.8 Credit rating of the Notes.** The Notes are expected to be rated, and such rating, as well as the credit rating agency which has assigned it, will be specified in the Final Terms. The rating cannot be considered a recommendation to purchase, sell or hold the securities and may be subject to suspension, downgrade or withdrawal at any time by the assigning credit rating agency. Whether or not the rating applied for in relation to the relevant issue of the Notes will be assigned by a credit rating agency established in the European Union and registered under the CRA Regulation is disclosed in the Final Terms. ESMA is obliged to publish on its website <https://www.esma.europa.eu/> a list of credit rating agencies registered and certified in compliance with the CRA Regulation. The ESMA website is neither incorporated by a reference in nor does form part of the Prospectus.

- 11.9 Yield to Maturity.** The yield to maturity specified in the relevant Final Terms of the relevant issue of the Notes with a fixed interest rate shall be calculated as the internal rate of return of the relevant Notes as at the Issue Date. The internal rate of return is defined as the discount rate in which the current value of all future cash flows from the Notes is equal to the initial investments in them. As set out above, the yield to maturity is calculated as at the Issue Date on the basis of the Issue Price. Such calculation of the yield cannot be deemed as the indication of the actual future yield on the Notes.
- 11.10 Approval of the Programme by the Issuer's bodies.** The establishment of the Programme was approved by the Issuer's General Meeting on 23 April 2025. 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.
- 11.11 International Central Securities Depositories.** The Notes may also be settled and held through international central depositories such as Euroclear or Clearstream, which have direct or indirect links with the Central Depository. Indirect link is usually maintained through a manager holding the Notes for Euroclear or Clearstream on the holding (custody) account held with the Central Depository. Persons holding any Notes in their Euroclear and/or Clearstream accounts may only exercise their rights against the Issuer through Euroclear and/or Clearstream or through the relevant manager holding these Notes for Euroclear and/or Clearstream. In any event, the exercise of these rights will be subject to the Euroclear or Clearstream operating rules and the applicable governing law.
- 11.12 Forward-Looking Statements.** This Prospectus may contain forward-looking statements, including (without limitation) statements identified by the use of terminology such as "anticipates", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "will", "would" or similar words and expressions. These statements are based on the Issuer's current expectations and projections about future events and involve substantial uncertainties. All statements, other than statements of historical facts, contained herein regarding the Issuer's strategy, goals, plans, future financial position, projected revenues and costs or prospects are forward-looking statements. Forward-looking statements are subject to inherent risks and uncertainties, some of which cannot be predicted or quantified. Future events or actual results could differ materially from those set forth in, contemplated by or underlying forward-looking statements. The Issuer does not undertake any obligation to publicly update or revise any forward-looking statements.
- 11.13 Presentation of financial information and rounding.** Unless provided otherwise, any and all financial information of the Issuer is based on the International Financial Reporting Standards (IFRS) as adopted by the European Union or IAS 34 (in the case of interim financial data which may be incorporated in the Prospectus by reference in the future). Certain values included in the Prospectus have been subject to rounding adjustments. Accordingly, the values given for the same information item presented in different tables may slightly vary and the values given as totals in certain tables may not represent the arithmetic sum of these values.
- 11.14 Information from third parties.** The Issuer used in clause 2.1 "*Risk factors associated with the Issuer*", in clause 2.2 "*Risk factors associated with the Notes*" and in clause 4.3 "*Business overview*" following third party information:
- the Statistical Office of the Slovak Republic, at <https://www.statistics.sk/>;
 - the Ministry of Finance of the Slovak Republic, at <https://www.mfsr.sk/en/>;
 - Go4Insight research procured by the Issuer;
 - 2 muse research procured by the Issuer; and
 - NBS, at www.nbs.sk.

The Issuer confirms that third party information has been accurately reproduced and to the best knowledge of the Issuer, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer, however, cannot guarantee accuracy and correctness of such reproduced information.

- 11.15 Audit and expert reports.** The Prospectus does not contain any statement or report attributed to a person acting as an expert. Except for the information extracted from the audited financial statements of the Issuer, the Prospectus does not contain any audited information and no auditor's report has been prepared thereon.
- 11.16 Language of the Prospectus.** The Prospectus has been prepared and will be approved by the NBS in the English language. If the Prospectus is translated into another language, the English language version of the Prospectus shall prevail in the case of any interpretation discrepancies between the Prospectus in English and the Prospectus translated into another language.
- 11.17 Assessment of the investment.** A potential investor should responsibly consider (or together with its advisors) any investment in the Notes issued by the Issuer, in light of its own circumstances. It is particularly necessary for the investor to:
- (a) have sufficient skills and experience to make an appropriate evaluation of the Notes, risks related to them and information contained (or incorporated by reference) in the Prospectus and the Final Terms, and any Supplement thereto;
 - (b) have knowledge of and access to appropriate analytical tools to evaluate investments in the Notes and be able to evaluate the effect of the investment in the Notes on its financial situation and/or its overall investment portfolio, always in the context of its particular financial situation;
 - (c) have sufficient financial resources and liquidity to bear all the risks related to the investment in the Notes, including the potential volatility of the value of the Notes;
 - (d) be aware that if a loan or credit is used to finance the purchase of the Notes, it may happen that the cost of such a loan or credit may exceed the yield earned from Notes; potential investor should not presume that they will be able to repay loan or credit and relevant interest from the earnings from investment in the Notes;
 - (e) fully understand the relevant terms and conditions of the Notes (including the relevant Final Terms) and be familiar with the functioning of the relevant indices and financial markets; and
 - (f) be able to evaluate (either alone or in cooperation with its financial advisor) possible scenarios of development of the economy, interest rates and other factors that may affect its investment and its ability to bear relevant risks.
- 11.18 Negative pledge, cross-default.** The Terms and Conditions of any issue of the Notes do not contain any negative pledge or cross-default clauses.
- 11.19 Interest of natural and legal persons involved in the issue/offer.** Certain of the Dealers and/or their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business. In addition, in the ordinary course of their business activities, these Dealers and/or their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer. Certain of the Dealers and/or their affiliates that may have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and/or 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. Any such short positions could adversely affect future trading prices of the Notes. 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 instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. Further interests of natural and legal persons involved in a specific issue/offer may be specified in the relevant Final Terms.

11.20 Enforcement of private claims against the Issuer. The Slovak courts shall have jurisdiction for the purposes of enforcement of any private claims against the Issuer related to the purchase or holding of the Notes. Any and all rights and obligations of the Issuer against the Holders shall be governed by Slovak law. As a result, there is only a limited possibility of claiming rights against the Issuer in proceedings before foreign courts or pursuant to a foreign law. Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters (recast) (the **Brussels I Recast**), is directly applicable in the Slovak Republic. Pursuant to the Brussels I Recast, save for certain exceptions stated therein, judicial decisions issued by judicial bodies in the EU Member States in civil and commercial matters are enforceable in the Slovak Republic, and vice versa, the judicial decisions issued by judicial bodies in the Slovak Republic in civil and commercial matters are enforceable in the EU Member States. If, for the purposes of the recognition and enforcement of a foreign decision the application of the Brussels I Recast is excluded, but the Slovak Republic entered into an international treaty on the recognition and enforcement of court decisions with a certain country, the enforcement of a judicial decision of such country is ensured in accordance with the provisions of the given treaty. If such treaty does not exist, the decisions of foreign courts may be recognised and enforced in the Slovak Republic subject to the terms and conditions set out in Act No. 97/1963 Coll. on Private and Procedural International Law, as amended. Pursuant to this Act, decisions of judicial bodies of foreign states in matters set out in the provisions of Section 1 of the Act on Private and Procedural International Law, foreign reconciliations and foreign notarial deeds (for the purposes of this paragraph jointly the foreign decisions), cannot be recognised and enforced if (a) the subject matter of the decision falls within the exclusive jurisdiction of the bodies of the Slovak Republic or the body of a foreign state would not have jurisdiction to decide over the case if the provisions of Slovak law applied to the assessment of its jurisdiction; or (b) they are not valid and effective or enforceable in the state in which they have been issued; (c) they are not decisions on the merits of the case; or (d) a party to the proceeding against whom a decision is to be recognised was deprived of the option to appear before such authority, mainly if it was not served with a summons for a hearing or a statement of claim; the court does not assess whether this condition has been met if a foreign decision has been duly served to such party to the proceeding and the party has not filed an appeal against it or if such a party has declared that it does not insist on the review of such requirement; or if (e) the Slovak court has already decided the case by a valid and effective decision or there is an earlier foreign decision in the same case which has been recognised or meets the requirements for its recognition; or (f) the recognition would be in conflict with the Slovak public order.

This summary contains only general information to describe the legal situation. The relevant legislation is subject to change. The summary does not take into account the individual status of any Holder. Investors should not rely on this information and are recommended to assess the issues regarding the enforcement of private claims against the Issuer with their legal advisors.

12. DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents, all of which have been published on the designated section of the Issuer's website at <https://www.primabanka.sk//o-banke/pre-investorov/pre-investorov?loc=en> and shall be deemed to be incorporated by reference in, and form part of, this Prospectus:

- (a) The audited separate financial statements of the Issuer for the year ending on 31 December 2025 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union (together with the independent auditors' report thereon, the **2025 Financial Statements**).

The 2025 Financial Statements are available at the following hypertext link:

https://www.primabanka.sk/preview-file/prima-banka_audit-report_2025_en_bez-cover-letter-7953.pdf

- (b) The audited separate financial statements of the Issuer for the year ending on 31 December 2024 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union (together with the independent auditors' report thereon, the **2024 Financial Statements**).

The 2024 Financial Statements are available at the following hypertext link:

<separate-financial-statements-of-prima-banka-31-12-2024-7359.pdf>

All the financial statements are available on the designated section of the Issuer's website at <https://www.primabanka.sk//o-banke/pre-investorov/pre-investorov?loc=en>.

The financial statements incorporated by reference have been translated from the original Slovak language to the English language. The Issuer is responsible for the English translations of the financial statements and declares that such translation is accurate and not misleading in all material respects of the Slovak language version of the financial statements.

Future financial information

In accordance with Article 19(1b) of the Prospectus Regulation, within a period of twelve months from the date of approval of this Prospectus, the following information shall be incorporated in, and form part of, this Prospectus as and when such information is published electronically on the dedicated section of the Issuer's website <https://www.primabanka.sk//o-banke/pre-investorov/pre-investorov?loc=en> in English language:

- (a) any future unaudited separate interim financial statements of the Issuer prepared in accordance with IAS 34 Interim Financial Reporting as adopted by the European Union; and
- (b) any future audited separate financial statements of the Issuer for the year ending 31 December 2026 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union together with the independent auditors' report thereon.

The future financial statements will be available in English language. The English language versions will represent a translation from the original Slovak language documents. The Issuer is responsible for the English translations of the future financial statements incorporated by reference in this Prospectus and declares that such translation will be accurate and not misleading in all material respects of the Slovak language version of the future financial statements.

Regardless of the incorporation of future financial information into this Prospectus by reference, the Issuer shall, in accordance with Article 23 of the Prospectus Regulation, prepare and publish a Supplement in the event of a new significant factor, material mistake, or material inaccuracy which relate to the financial information incorporated by reference into the Prospectus and which may affect the assessment of the Notes, and this obligation applies until the end of the validity period of the Prospectus.

Other than in relation to the documents, which are deemed to be incorporated by reference listed in this section of the Prospectus, the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the NBS.

13. DOCUMENTS AVAILABLE

The following documents are available free of charge in electronic form on the designated section of the Issuer's website <https://www.primabanka.sk//o-banke/pre-investorov/pre-investorov?loc=en> until the maturity of the relevant issue of the Notes:

- (a) consolidated wording of the Issuer's current articles of association;
- (b) minutes of the Meetings;
- (c) the Prospectus and any updates thereof in the form of any Supplement(s);
- (d) the Final Terms prepared for the relevant issue of the Notes;
- (e) notices to the Holders of the relevant issue of the Notes; and
- (f) for the term of validity of the Prospectus, all documents from which information is incorporated in the Prospectus by reference.

Other than in relation to the documents, which are deemed to be incorporated by reference in clause 12 "Documents Incorporated by Reference", the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the NBS.

14. GLOSSARY

For ease of reference, we list the main abbreviations and definitions used in the Prospectus:

2024 Financial Statements means the audited separate financial statements of the Issuer for the year ending on 31 December 2024 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union.

2025 Financial Statements means the audited separate financial statements of the Issuer for the year ending on 31 December 2025 prepared in accordance with the International Financial Reporting Standards as adopted by the European Union.

Act on Banks means Act No. 483/2001 Coll. on Banks, Amending and Supplementing Certain Acts, as amended.

Additional Amounts means the payments to the Holders so that the principal or interest income actually received by the Holders is in such an amount as if no withholding or deduction has been made.

Administration Agreement means the agreement (if any) entered into between the Issuer and the Administrator on the performance of its office.

Administrator means the person with whom the Issuer enters into the agreement on payment, calculation or other administrative functions in relation to the Notes. If no such person has been appointed, the Issuer shall perform all administrative functions in relation to the Notes.

AML means all applicable legal regulations regulating anti-money laundering and anti-terrorism financing.

Authorised Person has the meaning given in clause 8.3 of the Terms and Conditions.

Bankruptcy Act means Act No. 7/2005 Coll. on Bankruptcy and Restructuring, Amending and Supplementing Certain Acts, as amended.

Benchmarks means interest on the Notes with a floating interest rate calculated by reference to one or several specific benchmark indices or swap rates; the reference rate is provided by the relevant administrator. The EURIBOR (the interbank interest reference rate in EUR) and other interest rate indices which are deemed to be benchmarks are the subject of regulatory supervision and recent national and international regulatory recommendations and proposals for reform.

Bonds Act means Act No. 530/1990 Coll. on Bonds, as amended.

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, as amended.

BRRD2 means Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC.

Brussels I Regulation means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), as amended.

Central Depository means the Central Depository of Securities of the Slovak Republic (in Slovak: *Centrálny depozitár cenných papierov SR, a.s.*), a joint-stock company incorporated and existing under the laws of the Slovak Republic, with the registered office at ul. 29. augusta 1/A, 814 80 Bratislava, Slovak Republic, identification number: 31 338 976, registered in the Commercial Register of Municipal Court Bratislava III, section: Sa, file no. 493/B.

Chairman of the Meeting means the Issuer or a person designated by the Issuer who chairs the Meeting, until it has been decided at the Meeting that another person is to become the Chairman of the Meeting.

Commercial Code means Act No. 513/1991 Coll., the Commercial Code, as amended.

Common Terms mean the Common Terms as set forth in clause 7 of this Prospectus.

CRD IV 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.

CRA Regulation means Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended.

CRR means 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, as amended or replaced from time to time.

CSSF means *Commission de Surveillance du Secteur Financier*, with the registered office at 283, route d'Arlon, L-1150 Luxembourg, the Grand Duchy of Luxembourg.

Date of Record for Attending the Meeting means the seventh day before the relevant Meeting.

Deposit Protection Act means Act No. 118/1996 Coll. on Protection of Deposits, as amended.

Distributor means any person who subsequently sells or recommends the Notes.

ECB means the European Central Bank.

EEA means the European Economic Area.

ESMA means the European Securities and Markets Authority.

EUR or **euro** means the legal currency of the Slovak Republic.

FATCA means the U.S. Foreign Account Tax Compliance Act.

Final Terms mean the final terms prepared by the Issuer for an issue of the Notes issued under the Programme.

FTT means the financial transaction tax.

GDP means gross domestic product.

Holder has the meaning given in clause 3.1 of the Terms and Conditions.

IAS 34 means International Accounting Standards for Interim Financial Reporting during the financial year as adopted in the European Union.

IFRS means the International Financial Reporting Standards as adopted in the European Union.

Income Tax Act means the Act No. 595/2003 Coll. on Income Tax, as amended.

Issue Date means the date of issue of the Notes.

Issuer means Prima banka Slovensko, a.s., with its registered seat at Hodžova 11, Žilina 010 11, Slovak Republic, Identification No.: 31 575 951, registered in the Commercial Register of the District Court Žilina, section: Sa, insert No.: 148/L.

LSE means Luxembourg Stock Exchange, with the registered office at 35A Boulevard Joseph II, L-1840 Luxembourg, the Grand Duchy of Luxembourg.

Meeting means a meeting of the Holders of the Notes in relation to an Issue.

MiFID II means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended, including all its statutory instruments and implementations into the relevant national law.

Moody's means Moody's Deutschland GmbH, with the registered office at An der Welle 5, 60322 Frankfurt am Main, Germany or Moody's Investors Service España, S.A., with its registered office at Calle Príncipe de Vergara, 131, 6ª Planta 28002 Madrid, Spain, or any other Moody's entities, which are incorporated in the European Union and registered under the CRA Regulation.

MREL means the regulatory concept of minimum requirements for own funds and eligible liabilities.

NBS or **National Bank of Slovakia** means the legal entity established by Act No. 566/1992 Coll. on the National Bank of Slovakia or any of its legal successors in accordance with the laws of the Slovak Republic.

Notes means the notes issued by the Issuer under the Programme.

NPLs means non-performing loans.

Payment Venue means the registered seat of the Issuer and/or Administrator (if appointed) of the issue of the Notes.

Penta Investments Group means group consisting of companies controlled by Penta Investments Group Limited.

Penta Investments Group Limited means Penta Investments Group Limited, with its registered seat at Agias Fylaxeos & Polygnostou, 212 C&I CENTER, 2nd floor, P. C. 3082 Limassol, Cyprus, registration number: HE427339.

Penta Investments Limited means PENTA INVESTMENTS LIMITED, with its registered seat at Agias Fylaxeos & Polygnostou, 212 C&I CENTER, 2nd floor, P. C. 3082 Limassol, Cyprus, registration number: HE428480.

Person Entitled to Attend the Meeting means any Holder who has been registered as the Holder of the Notes pursuant to clause 3.1 of the Terms and Conditions, except for the Issuer itself and any person controlled by the Issuer.

PRIIPs Regulation means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs), as amended.

Principal Amount means the principal amount of each of the Notes.

Proceedings means any governmental, judicial or arbitration proceedings.

Programme means the debt securities issuance programme of up to EUR 400,000,000 under this Prospectus.

Prospectus means this base prospectus dated 27 April 2026.

Prospectus DR means Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

Prospectus Regulation means 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.

Qualified Investor in any grammatical form shall have the meaning in the Prospectus assigned to it in Article 2(e) of the Prospectus Regulation for the purposes of the offering in the Slovak Republic and in another Member State of the EEA.

Relevant Account means the owner's account (in Slovak: *účet majiteľa*) maintained by the Central Depository or by a member of Central Depository; or in the internal records of a person for which Central Depository maintains a custody account (in Slovak: *držiteľský účet*) or similar account.

Resolution Act means Act No. 371/2014 Coll. on the resolution of crisis situations on the financial market, as amended, implementing BRRD and BRRD2 in the Slovak Republic.

Securities Act means Act No. 566/2001 Coll. on Securities and Investment Services, Amending and Supplementing Certain Acts.

Senior Non-preferred Notes means senior non-preferred notes having lower ranking of satisfaction in bankruptcy under the Slovak Bankruptcy Act.

Senior Notes means unsubordinated and unsecured notes.

Substitute Reference Rate has the meaning given in clause 6.11 of the Terms and Conditions.

Substitute Screen Page has the meaning given in clause 6.11 of the Terms and Conditions.

Tax Non-Resident means a taxpayer with limited tax liability in the Slovak Republic.

Tax Resident means a taxpayer with unlimited tax liability in the Slovak Republic.

Terms and Conditions include Part A (Information about the Notes) of the Common Terms together with Part A of the Final Terms that together constitute the terms and conditions of the respective issue of the Notes.

TLAC means the regulatory concept of total loss absorption capacity.

NAMES AND ADDRESSES

ISSUER AND ARRANGER

Prima banka Slovensko, a.s.
Hodžova 11
Žilina 010 11
Slovak Republic

ADMINISTRATOR

Prima banka Slovensko, a.s.
Hodžova 11
Žilina 010 11
Slovak Republic

LUXEMBOURG LISTING AGENT

Banque Internationale à Luxembourg SA
69, Route d'Esch
L-2953 Luxembourg
Grand Duchy of Luxembourg

INDEPENDENT AUDITORS OF THE ISSUER

For the year 2025

BDO Audit, spol. s r. o.
Pribinova 10
811 09 Bratislava
Slovak Republic

For the year 2024

Ernst & Young Slovakia, spol. s r.o.
Žižkova 9
811 02 Bratislava
Slovak Republic

LEGAL ADVISOR TO THE ISSUER

Allen Overy Shearman Sterling s.r.o.
Eurovea Central 1
Pribinova 4
811 09 Bratislava
Slovak Republic