

FINAL TERMS (in Slovak: *konečné podmienky*)

22 May 2026



TATRA BANKA

✕ Member of RBI Group

Tatra banka, a.s.

Title of the Notes: Green Senior Dlhopis TB 6NC5 2032

issued under the Debt Securities Issuance Programme

in the maximum principal amount up to EUR 7,000,000,000

Total aggregate principal amount of the issue: EUR 250,000,000

ISIN: SK4000029559

Tranche No.: 1

These Final Terms have been prepared under 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 (the **Prospectus Regulation**). To obtain complete information, they must be assessed and construed in conjunction with the base prospectus dated 11 May 2026 (the **Prospectus**) for the debt securities issuance programme, under which the debt securities will be continuously or repeatedly issued by the company Tatra banka, a.s. (the **Issuer**) and any of its supplement.

The Prospectus and any of its supplements are available in the Slovak language in a separate section of the Issuer's website https://www.tatrabanka.sk/sk/o-banke/financne-ukazovatele/#vydane_dlhopisy and, if drawn up, also in English at https://www.tatrabanka.sk/en/about-bank/economic-results/#issued_bonds. Information on the Issuer, the Notes and their offer is complete only based on combination of these Final Terms, the Prospectus and any of its supplements. Summary (if it is prepared) is attached to these Final Terms.

The Prospectus was approved by the National Bank of Slovakia by its decision No. 100-001-113-817 to file no. NBS1-000-121-611 dated 14 May 2026 that became valid and binding on 14 May 2026.

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

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

Prohibition of Sales to Retail Investors in the European Economic Area

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**). Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the **PRIIIPs 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. 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 the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended

(**MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (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.

Prohibition of Sales to Retail Investors in the United Kingdom

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. 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. 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 retail clients.**

UK MiFIR Product Governance

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 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**) (**professional client**); 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.

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PART A: PROVISIONS SUPPLEMENTING TERMS AND CONDITIONS OF THE NOTES

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

Type of Notes (1.1):	Unsubordinated and unsecured notes (the Senior Notes) qualifying as Green Notes and MREL Eligible Notes
ISIN (1.1):	SK4000029559
CFI (1.1):	DBVNGB
FISN (1.1):	Tatban/VARI BD 20320526
Common Code (1.1)	339274762
Principal Amount (1.3):	EUR 100,000
Number of Securities (1.3):	2,500
Currency (1.4):	Euro (EUR)
Name (1.5):	Green Senior DIhopis TB 6NC5 2032
Aggregate Amount (1.6):	EUR 250,000,000
Issuing in tranches or continuously (1.7):	The Notes may be issued by the Issuer in parts (tranches) in compliance with the applicable provisions of the Bonds Act, and for the purposes of Section 6(3) of the Bonds Act, the term for subscribing for the issue as a whole is deemed to be the entire period up to the Principal Amount Maturity Date or Early Maturity Date. Any such further parts (tranches) will be fungible, from the moment of their issuance, with the original Notes issued as part of all the previous tranches and will form the single issue of the Notes governed by the same terms and conditions from the moment of their issuance. Any Meeting convened will relate to all tranches of the Notes of the single issue. There will be separate Final Terms issued for each tranche.
Issue Date (1.9):	26 May 2026

Clause 4: Status of obligations

Status of obligations:	<p>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>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</p>
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	<p>Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes. The Holders shall not, under any circumstances, be entitled to accelerate the maturity of the Notes or require the Issuer to redeem the Notes early, prior to the Principal Amount Maturity Date.</p> <p>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>
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Clause 6: Interest

<p>Determination of interest (6.1):</p>	<p>The Notes bear fixed interest rate of 4.269% p. a. until 26 May 2031 (the Interest Rate Change Date) (the First Interest Rate) during each Interest Period. The Interest Rate Change Date may only be one of the Payment Dates.</p> <p>From the Interest Rate Change Date until the Principal Amount Maturity Date or the Early Maturity Date, the Notes will during each Interest Period bear interest at an interest rate determined as the sum of the Reference Rate and the Margin of 3-month EURIBOR and 1.25% p. a. (the Second Interest Rate).</p> <p>The term Interest Rate refers to the First Interest Rate and/or the Second Interest Rate in % p. a. applicable over the relevant period and the Second Interest Rate for the relevant Interest Period shall be notified by the Issuer to the BSSE promptly. The Reference Rate will be set for the first time two T2 days before the Interest Rate Change Date and subsequently set two T2 days before the applicable Payment Date for the following Interest Period (as defined below) (the Reference Rate Setting Date).</p> <p>If, for any Interest Period following the Interest Rate Change Date, the Second Interest Rate determined in accordance with the preceding provisions is less than 0% p. a., the Notes will bear interest of 0% p. a. (the Floor Interest Rate) for the given Interest Period. If the Floor Interest Rate is applied in accordance with the previous sentence, the term Interest Rate will be interpreted as the Floor Interest Rate for the purposes of the Terms and Conditions for the given Interest Period and not as an interest rate determined in the manner above.</p>
<p>Interest Payment Frequency (6.2):</p>	<p>Annually in arrears for the First Interest Rate.</p>

	Every three months in arrears for the Second Interest Rate.
Interest Payment Date(s) (6.2):	In case of the First Interest Rate annually in arrears, i.e. on 26 May 2027, 26 May 2028, 26 May 2029, 26 May 2030 and 26 May 2031 (unless an Early Maturity Date occurs earlier). In case of the Second Interest Rate every three months in arrears, i.e. 26 August 2031, 26 November 2031, 26 February 2032 and 26 May 2032 (unless an Early Maturity Date occurs earlier).
First Interest Payment Date (6.2):	26 May 2027 in case of the First Interest Rate. 26 August 2031 in case of the Second Interest Rate.
Convention (6.2):	Act/Act (AFB) for the First Interest Rate. Act/360 for the Second Interest Rate.
Screen page (6.5):	EURIBOR3MD= (Reuters)
Relevant value (6.5):	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
Further information on early redemption if it is impossible to determine the Substitute Reference Rate (6.7):	Not applicable.

Clause 7: Maturity of the Notes

Redemption (7.1):	Unless the Notes are redeemed earlier or repurchased and cancelled by the Issuer, the Principal Amount in a single instalment (bullet) shall be repaid on 26 May 2032 (the Principal Amount Maturity Date).
Early redemption decided by the Issuer (7.3):	Subject to conditions in clause 7.9, the Issuer may by a written notice to the Holders, determine that all (and not only some) Notes will be redeemed as of 26 May 2031 (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 notify the early redemption of the Notes to the Holders no sooner than 60 days and no later than 30 days prior to the relevant 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 the Principal Amount of the Notes and any accrued interest.
Early redemption due to reaching the Target Interest Amount (7.4):	Not applicable. The Notes do not have a target redemption when reaching a certain amount of interest.

<p>Early redemption due to minimal outstanding aggregate principal amount (Clean-Up Call) (7.5):</p>	<p>Not applicable. The Notes will not be redeemed due to minimal outstanding aggregate principal amount.</p>
<p>Early redemption for regulatory reasons (7.6):</p>	<p>Subject to conditions in clause 7.9, the Issuer is entitled to early redeem all issued and outstanding (not only some) Notes as of any date determined by the Issuer at its sole discretion in accordance with this provision (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.</p>
<p>Early redemption for reasons of taxation (7.7):</p>	<p>The Issuer is entitled to early redeem all issued and outstanding (not only some) Notes as of any date determined by the Issuer at its sole discretion in accordance with this provision (the Early Maturity Date), only if on the occasion of the next payment due under the Notes, (a) the Issuer is or will be obliged to pay additional amounts referred to in clause 10 as a result of any 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 shall take effect on or after the Issue Date of the first tranche of the Notes, and (b) the Issuer cannot evade this obligation by taking the appropriate measures at its disposal. 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. Any redemption by the Issuer of the Notes is subject to conditions in clause 7.9.</p>

Clause 8: Payment Terms and Conditions

<p>Determination Date for the Payment of the Interest (8.4):</p>	<p>The 15th calendar day</p>
<p>Determination Date for the Redemption of the Principal Amount (8.4):</p>	<p>The 15th calendar day</p>

Determination Date for the Redemption of the Early Principal Amount (8.4):	The 15th calendar day
Financial Centre (8.8):	Bratislava, T2

Clause 10: Taxation

Gross-up:	The Issuer will not be obliged to pay any additional sums to the recipients for the reimbursement of these withholdings, taxes, levies or charges.
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PART B:

PROVISIONS SUPPLEMENTING TRADING, CONDITIONS OF THE OFFER AND OTHER INFORMATION

Clause 16: Admission to trading

Admission to trading:	The Issuer will submit an application to Burza cenných papierov v Bratislave, a.s., with its registered seat at Vysoká 17, 811 06 Bratislava, Slovak Republic, Identification No.: 00 604 054, for the admission of the Notes to trading on its regulated market: <i>regulovaný voľný trh</i> .
Estimated costs of the admission to trading:	The Issuer estimates the costs associated with the request and admission of the Notes to trading at EUR 3,500.
Estimated net proceeds:	EUR 249,562,500

Clause 17: Conditions of the Offer

Type of Offer:	in an offer which is not subject to the obligation to publish a prospectus within and outside the Slovak Republic
Form of Offer:	as a syndicated issue through (i) Barclays Bank Ireland PLC, One Molesworth Street, Dublin 2, Ireland D02 RF29, (ii) Commerzbank Aktiengesellschaft, Kaiserstraße 16 (Kaiserplatz), 60311 Frankfurt am Main, Germany, (iii) ING Bank N.V., Bijlmerdreef 109, 1102 BW Amsterdam, Netherlands and (iv) Raiffeisen Bank International AG, Am Stadtpark 9, A-1030 Wien, Austria, acting as joint lead managers with respect to the Notes (the Joint Lead Managers)
Offer is addressed to:	eligible counterparties and qualified investors
Distribution method:	The 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. The Issuer and the Joint Lead Managers have entered into the Subscription Agreement on 22 May 2026 for subscription of the Notes.
Issue Price in % on issuance:	100%
Issue Price for continuing offers:	Not applicable.
Specification of the term of the offer, issue and settlement of continuously	Not applicable.

issued Notes or subsequent tranches of the Notes within the offer for which a prospectus is not required:	
Information about the accrued interest:	Not applicable.
Yield to Maturity:	Not applicable.
Prohibition of Sales to Retail Investors in the European Economic Area:	Applicable
Prohibition of Sales to Retail Investors in the United Kingdom:	Applicable

Clause 18: Additional Information

Stabilisation Manager:	Not applicable. No Stabilisation Manager has been appointed in connection with the issue of the Notes.
Description of other interests:	Not applicable.
Specific information relating to the Sustainable Notes:	Relevant information is provided in the Sustainable Bond Framework.
Third party information and expert reports:	Not applicable.
Credit rating assigned to the Notes:	The Notes were rated Baa1 by Moody's.
Information on other advisors:	Not applicable.

In Bratislava, on 22 May 2026.



Name: Ing. Milan Zvarik
 Title: based on Power of Attorney
 Tatra banka, a.s.



Name: Martin Koska
 Title: based on Power of Attorney
 Tatra banka, a.s.