BIGBANK AS

Up to EUR 80,000,000 Tier 2 subordinated bond issuance programme

TERMS AND CONDITIONS OF TIER 2 SUBORDINATED BONDS

*The following are the terms and conditions of the Tier 2 subordinated bonds (the "**Terms**") which, as completed in accordance with the provisions of the relevant Final Terms (as defined below) for each Series (as defined below) of such bonds, shall be incorporated by reference into each such bond. The relevant Final Terms in relation to any series of bonds, as the case may be, will specify the terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms, replace and modify the following Terms for the purposes of such bonds.*

Bigbank AS, a public limited company incorporated in Estonia with registry code 10183757 (the "**Company**"), has established this programme (the "**Programme**") for the issuance of up to 80,000 Tier 2 subordinated bonds (each, a "**Bond**" and together, the "**Bonds**"). The aggregate nominal amount of the Bonds issued under the Programme is up to EUR 80,000,000.

The Bonds are issued in separate series (each, a "**Series**") and the Bonds of each individual Series will all be subject to identical terms whether as to currency, denomination, interest, maturity or otherwise. Each Series will be subject to the final terms (the "**Final Terms**") attached to each Bond, a copy of which will be available through the Company's website (www.investor.bigbank.eu).

References in these Terms to Bonds are to the Bonds of the relevant Series.

1. INTERPRETATION

(a) In these Terms the following expressions have the following meanings, whereas additional expressions have been defined in other parts of these Terms, where clearly marked so:

"**Applicable Banking Regulations**" means at any time the laws, regulations, delegated or implementing acts, regulatory or implementing technical standards, rules, requirements, guidelines and policies relating to capital adequacy then in effect in Estonia including, without limiting the generality of the foregoing, the CRR, the SRM Regulation, the national laws implementing the CRD Directive and the BRRD, delegated and implementing acts adopted by the European Commission and those regulations, requirements, guidelines and policies relating to capital adequacy, solvency, or resolution adopted by the EFSA, the European Banking Authority, the European Central Bank, and the European Single Resolution Board, from time to time, and then in effect (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Company or the Group).

"**Bail-in and Loss Absorption Powers**" means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Estonia, relating to (i) the transposition of the BRRD (including but not limited to the Financial Crisis Prevention and Resolution Act (in Estonian: *finantskriisi ennetamise ja lahendamise seadus*) as amended or replaced from time to time and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of the Company (or any affiliate of the Company), including those under the Bonds, can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Company or any other person (or suspended for a temporary period).

"**BRRD**" means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time, *inter alia*, as amended by Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019.

"**Business Day**" means a day on which commercial banks settle payments in euro in Tallinn and which is a settlement day of the Register and a TARGET Settlement Day.

"**Bonds**" means subordinated bonds issued by the Company in accordance with these Terms and the Final Terms, representing unsecured debt obligations of the Company with the status set out in Condition 4 (*Status*).

"**Bondholder**" means the owner of a Bond registered as such in the Register.

"**Capital Event**" means the determination by the Company, after consultation with the EFSA, that the Outstanding Principal Amount of the relevant Series of Bonds ceases or would be likely to cease to be included in whole or in any part, or count in whole or in any part, towards the Tier 2 Capital of the Company in accordance with the CRR.

"**Company**" means Bigbank AS, a credit institution registered under the laws of Estonia with registration number 10183757.

"**CRD**" means, taken together, (i) the CRD Directive, (ii) the CRR, and (iii) any CRD Implementing Measures.

"**CRD Directive**" means Directive (EU) 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, as implemented in Estonia, and including as amended by (i) the Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019, (ii) the Directive (EU) 2024/1619 of the European Parliament and of the Council of 31 May 2024, and as further amended or replaced.

"**CRD Implementing Measures**" means any regulatory capital rules or regulations, or other requirements, which are applicable to the Company or the Group and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Company or the Group (on a solo or consolidated basis, as the case may be) to the extent required by the CRD or the CRR, including for the avoidance of doubt any regulatory technical standards released by the European Banking Authority (or any successor or replacement thereof).

"**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, as the same may be amended or replaced from time to time, including as amended by (i) Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019, and (ii) Regulation (EU) 2024/1623 of the European Parliament and of the Council of 31 May 2024.

"**EFSA**" means the Estonian Financial Supervision and Resolution Authority (in Estonian: *Finantsinspektsioon*) and any successor or replacement thereto or any other authority having primary responsibility for the prudential oversight and supervision of the Company.

"**Final Terms**" means the set of additional terms and conditions of the particular Series of Bonds, together with these Terms forming the full set of terms and conditions of the particular Series of the Bonds.

"**Group**" means from time to time, the Company and each entity which is part of the banking group with a parent institution and/or banking group with a parent financial holding company to which (i) the Company belongs; and (ii) to which the own funds requirement on a consolidated basis due to prudential consolidation in accordance with the Applicable Banking Regulations applies.

"**Interest Commencement Date**" means the Issue Date of the Bonds (as specified in the relevant Final Terms).

"**Interest Payment Date**" means any date or dates specified as such in the relevant Final Terms.

"**Issue Date**" means the date specified in the relevant Final Terms.

"**Issue Price**" means the price payable for one Bond upon the issue thereof as determined in the relevant Final Terms.

"**Maturity Date**" means the date of ordinary redemption of the Bonds as determined in accordance with the relevant Final Terms.

"**Nominal Amount**" means the stated value of a Bond as specified in the relevant Final Terms.

"**Outstanding Principal Amount**" means the principal amount of the Bond on the Issue Date as reduced by any partial redemption or repurchase from time to time.

"**Programme**" means the issue of the Bonds in one or several Series in accordance with these Terms.

"**Rate of Interest**" means the rate (expressed as a percentage per annum) of interest payable in respect of the Bonds specified in the relevant Final Terms.

"**Rate of Delay Interest**" means the rate of delay interest applicable to the Bonds as specified in the relevant Final Terms.

"**Register**" means Estonian Register of Securities operated by Nasdaq CSD SE Estonian branch (register code 14306553, registered address Maakri tn 19/1, 10145 Tallinn, Estonia).

"**Relevant Amounts**" means the Outstanding Principal Amount of the Bonds, together with any accrued but unpaid interest and additional amounts due on the Bonds. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Relevant Resolution Authority**" means the EFSA or any other resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Company and/or the Group.

"**Series**" means one or several issues of the Bonds in accordance with these Terms but in each case subject to the relevant Final Terms, which may vary in respect of different Series.

"**SRM Regulation**" means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, as further amended from time to time.

"**TARGET Settlement Day**" means any day on which Trans-European Automated Real Time Gross Settlement Express Transfer System operated by the Eurosystem, or any successor or replacement for that system, is open for the settlement of payments in euro.

"**Tax Event**" means:

(i) any amendment to, or clarification of, or change in, the laws or treaties (or any regulations thereunder) of the Taxing Jurisdiction affecting taxation;

(ii) any governmental action or judicial decision in the Taxing Jurisdiction; or

(iii) any amendment to, or clarification of, or change in, the official position or the interpretation of such law, treaty (or regulations thereunder) or governmental action or any interpretation, decision or pronouncement that provides for a position with respect to such law, treaty (or regulations thereunder) or governmental action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or regulatory body in the Taxing Jurisdiction, irrespective of the manner in which such amendment, change, action, pronouncement, interpretation or decision is made known,

which amendment or change is effective or such governmental action, pronouncement, interpretation or decision is announced, on or after the Issue Date of the relevant Series of Bonds and as a result of which:

(i) the Company is, or will be, subject to additional taxes, duties or other governmental charges with respect to such Bonds or is not, or will not be, entitled to claim a deduction in respect of payments in respect of such Bonds in computing its taxation liabilities (or the value of such deduction would be materially reduced); or

(ii) the treatment of any of the Company's items of income or expense with respect to such Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Company will not be respected by a taxing authority, which subjects the Company to additional taxes, duties or other governmental charges.

"**Taxing Jurisdiction**" means the Republic of Estonia or any political subdivision thereof or any authority or agency therein or thereof having power to tax or any other jurisdiction or any political subdivision thereof or any authority or agency therein or thereof, having power to tax in which the Company is treated as having a permanent establishment, under the income tax laws of such jurisdiction.

"**Terms**" means these terms and conditions of the Bonds as established by the Company, together with the relevant Final Terms forming an agreement between the Company and a Bondholder in respect of the issue and redemption of a Bond and rights and obligations arising from the Bond.

"**Tier 2 Capital**" means Tier 2 capital for the purposes of the Applicable Banking Regulations.

(b) In these Terms

(i) if an expression is stated in Condition 1(a) (*Interpretation - Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms give no such meaning or specifies that such expression is "Not Applicable" then such expression is not applicable to the Bonds;

(ii) the word "herein" and similar words refer to these Terms and not to any particular section or any other subdivision of these Terms;

(iii) when reference is made to a number of days, such number shall refer to calendar days, unless Business Days are specified;

(iv) references to the word "include" or "including" (or any similar term) are not to be

construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(v) references to any act or other regulatory instrument or any provision of any act or other regulatory instrument shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

2. FORM, DENOMINATION AND CURRENCY

(a) **Form**

The Bonds are issued in dematerialised book-entry form and are registered in the Register. The Bonds are not numbered.

(b) **Denomination**

The Bonds will be issued in such denominations as may be specified in the relevant Final Terms.

(c) **Currency**

The Bonds are denominated in euro.

3. TITLE, TRANSFER, DELIVERY AND TRANSFERABILITY

(a) **Title**

Title to the Bonds belongs to the person in whose name the Bonds are registered in the Register. References herein to the "**Bondholders**" signify the persons in whose names such Bonds are so registered.

(b) **Transfer**

The Bonds can be transferred by initiating respective transfers through the securities accounts with the Register. The title to the Bonds passes by the registration in the Register.

(c) **Delivery**

The Company organises the registration of the Bonds in the Register and their deletion from the Register upon their redemption. Only persons who have securities accounts (whether directly or indirectly via a nominee structure or otherwise) with the Register can subscribe for or purchase the Bonds.

(d) **Transferability**

The Bonds are freely transferable; however, any Bondholder wishing to transfer the Bonds must ensure that any offering related to such transfer would not qualify as an offering requiring the publication of a prospectus in the meaning of the applicable law or that such transfer or offering would not be otherwise unlawful. Ensuring that any offering of the Bonds does not require publication of a prospectus under the applicable law or is otherwise lawful is the obligation and liability of the Bondholder.

The Register may temporarily block the Bonds on a Bondholder's securities account to ensure performance of corporate actions regarding the Bonds.

4. STATUS

(a) The Bonds constitute direct, unsecured and subordinated obligations of the Company. The rights and claims of the Bondholders are subordinated as described in Condition 4(b). The Bonds rank *pari passu* without any preference among themselves.

(b) In the event of (a) the voluntary or involuntary liquidation or (b) the bankruptcy of the Company, the rights of the Bondholders to payments on or in respect of the Bonds shall rank:

(i) junior to any present or future claims of (A) unsecured and unsubordinated creditors of the Company, (B) holders of eligible liabilities instruments (as defined in Article 72b of the CRR), and (C) holders of senior subordinated notes and claims of any other subordinated creditors the claims of which rank, or are expressed to rank, in priority to the Bonds;

(ii) *pari passu* with any other present or future indebtedness of the Company which constitutes Tier 2 Capital;

(iii) in priority to claims of holders of any outstanding Additional Tier 1 instruments (as defined in the Applicable Banking Regulations), and payments to holders of all classes of share capital of the Company in their capacity as such holders, and claims of any other subordinated creditors the claims of which rank, or are expressed to rank, junior to the Bonds,

subject, in all cases, to mandatory provisions of Estonian law.

The subordination of the Bonds means that upon the liquidation or bankruptcy of the Company, all the claims arising from the Bonds shall fall due in accordance with these Terms and shall be satisfied only after the full satisfaction of all unsubordinated recognised claims against the Company in accordance with the applicable law.

As long as there are no liquidation or bankruptcy proceedings initiated against the Company, all claims arising from the Bonds shall be satisfied in accordance with these Terms and the applicable law.

Notwithstanding any rights of the Bondholder under these Terms or the law, by subscribing to Bonds or acquiring the Bonds from a secondary market, the Bondholder unconditionally and irrevocably relinquishes the right to demand premature redemption of any Bonds.

(c) The Bonds are not, and shall not at any time be, secured by or subject to any guarantee or any other arrangement (whether by the Company or any other person) that has, or would have, the effect, whether legally or economically, of enhancing the seniority of any claim under the Bonds in the insolvency or liquidation of the Company, or otherwise improving the ranking of claims under the Bonds relative to any claims which rank, or are expressed to rank, senior to the Bonds in accordance with Condition 4(b).

(d) No Bondholder shall be entitled to exercise any right of set-off (in Estonian: *tasaarvestus*), netting or counterclaim against moneys owed by the Company in respect of such Bonds. If any amounts owed by the Company to any Bondholder in connection with the Bonds are discharged by set-off or netting, such Bondholder shall, where permitted by applicable law, immediately pay an amount equal to the amount discharged to the Company (or, in the event of its insolvency or liquidation, the bankruptcy administrator or the liquidator, respectively, of the Company) and, until such time as payment is made, shall hold an amount equal to such amount discharged on behalf and for the benefit of the Company (or the bankruptcy administrator or the liquidator of the Company) and accordingly not deem any such discharge to have taken place.

(e) The rights of Bondholders shall be subject to any present or future Estonian laws or regulations relating to the insolvency, recovery and resolution of credit institutions in Estonia which are or will be applicable to the Company or the Bonds, only as a result of the operation of such laws or regulations.

5. INTEREST

The Bonds shall bear interest on their Outstanding Principal Amount from and including their Issue Date (as specified in the Final Terms) to, but excluding, the date of any final redemption at the Rate of Interest *per annum* specified in the Final Terms. Such interest will be payable in arrears on each Interest Payment Date as is specified in the relevant Final Terms and on the date of any final redemption.

The amount of interest payable in respect of each Bond shall be calculated by applying the Rate of Interest to the Outstanding Principal Amount, whereas interest for each full calendar month during the term of the Bonds will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and interest for the partial calendar month will be calculated on the basis of a 360-day year and the actual number of days elapsed (the 30/360 interest calculation convention).

The determination by the Company of all amounts of interest for the purposes of this Condition 5 shall, in the absence of manifest error, be final and binding on all parties.

1. REDEMPTION AND PURCHASE

(a) **Redemption at Maturity**

Unless previously redeemed, or purchased and cancelled, the Bonds shall be redeemed at their principal amount on the Maturity Date.

(b) **Early Redemption as a result of the Tax Event**

Upon the occurrence of a Tax Event, but subject to having obtained a permission from the EFSA if such permission is then required under the Applicable Banking Regulations, the Company may, at its option, having given not less than 30 days' notice to the Bondholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable) redeem all (but not some only) of the outstanding Bonds of the relevant Series at any time at a redemption amount equal to their Outstanding Principal Amount together with interest (if any) accrued up to but excluding the date of redemption.

(c) **Early Redemption as a result of the Capital Event**

Upon the occurrence of a Capital Event, but subject to having obtained a permission from the EFSA if such permission is then required under the Applicable Banking Regulations, the Company may, at its option, having given not less than 30 days' notice to the Bondholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable) at any time redeem all (but not some only) of the outstanding Bonds of the relevant Series at a redemption amount equal to their Outstanding Principal Amount, together with interest (if any) accrued up to but excluding the date of redemption.

(d) **Optional Early Redemption (Call)**

After 5 years have passed from the Issue Date of the Bonds of the relevant Series and having obtained a permission from the EFSA if such permission is then required under the Applicable Banking Regulations, the Company may, having given not less than 30 days' notice to the Bondholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable)

redeem fully or partially the Bonds at their Outstanding Principal Amount, together with accrued interest (if any) thereon.

The appropriate notice referred to in this Condition 1(d) is a notice given by the Company to the Bondholders, which notice shall be signed by a duly authorised officer of the Company and shall specify:

(i) the Series of Bonds subject to redemption;

(ii) whether the Bonds of such Series are to be redeemed in whole or in part only and, if in part only, the aggregate Outstanding Principal Amount of the Bonds which are to be redeemed;

(iii) the due date for such redemption, which shall be not less than 30 days after the date on which such notice is validly given; and

(iv) the amount at which such Bonds are to be redeemed, which shall be their Outstanding Principal Amount together with accrued interest thereon.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Company to make the redemption therein specified.

(e) **Partial Redemption and Purchase of Bonds**

If the Bonds of a Series are to be redeemed in part only on any date in accordance with Condition 1(d), the Bonds shall be redeemed *pro rata* to their Outstanding Principal Amount, subject always to compliance with Applicable Banking Regulations and other applicable laws, and, if relevant, the rules of the stock exchange on which the Bonds have then been admitted to trading.

Subject to having obtained a permission from the EFSA if such permission is then required under the Applicable Banking Regulations, the Company or any of its subsidiaries may at any time purchase Bonds in the open market or otherwise at any price in accordance with the applicable laws.

(f) **Cancellation of Redeemed and Purchased Bonds**

All Bonds redeemed or purchased in accordance with this Condition 1 will be cancelled and may not be reissued or resold. References in this Condition 1(f) to the purchase of the Bonds by the Company shall not include the purchase of Bonds otherwise than as beneficial owner.

(g) **Substitution or Variation**

If a Tax Event or a Capital Event has occurred, the Company may, at its option (without any requirement for the consent or approval of the Bondholders) and subject to having obtained a permission from the EFSA if such permission is then required under the Applicable Banking Regulations, having given not less than 30 days' notice to the Bondholders in accordance with Condition 12 (Notices) (which notice shall be irrevocable and shall specify the date fixed for substitution or variation, as the case may be), at any time either:

(i) substitute all of the outstanding Bonds of the relevant Series for; or

(ii) vary the terms of all of the outstanding Bonds of the relevant Series so that they remain, or as appropriate become,

securities that qualify as, and count towards, the Tier 2 Capital of the Company and are of equal or higher quality than the Bonds, and have terms not materially less favourable to the

Bondholders than the terms of the Bonds (as reasonably determined by the Company, independent advisor, and provided that a certificate to such effect of the Company shall have been delivered to the Bondholders prior to the relevant substitution or variation, upon which the Bondholders shall be entitled to rely).

Any substitution or variation in accordance with this Condition 6(g) shall not give rise to any right of the Company to subsequently redeem, substitute, or vary the terms of the resulting substitute securities in reliance on the same Tax Event or Capital Event that gave rise to the original substitution or variation.

Any notice of substitution or variation given pursuant to this Condition 6(g) shall be irrevocable and, upon the expiry of such notice and satisfaction of the conditions set out herein, the Company shall effect the relevant substitution or variation on the date specified in such notice.

2. TAXATION

(a) Should any amounts payable in cash or in kind (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Bonds be subject to withholding or deduction of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Republic of Estonia or any political subdivision thereof or any authority or agency therein or thereof having power to tax, the Company shall be entitled to withhold or deduct the respective taxes or duties. For the avoidance of doubt, any such withholdings or deductions shall be made by the Company on the account of the Bondholder with the Company having no obligation to compensate the withheld or deducted tax amounts to the Bondholder.

(b) As the Estonian tax laws stand on the date of these Terms, Estonian resident individuals are subject to paying income tax (22%) on the interest received from loans, securities and other debt obligations (including the Bonds), therefore, interest received by Estonian tax resident individuals from the Bonds is subject to income tax in Estonia, which shall be withheld by the Company from the interest payments made to the Estonian tax resident individual Bondholders. Since all earnings of Estonian resident legal persons are taxed only upon distribution of profit, interest received by Estonian resident legal persons is not subject to immediate taxation. As the Estonian tax laws stand on the date of these Terms, interest payments received by non-resident persons (both legal persons and individuals) are generally exempt from taxation in Estonia (i.e., no withholdings are made), however, may be taxable in the Bondholders' respective countries of residence.

(c) Estonian tax resident individuals may postpone the taxation of their (interest) income from the Bonds by using an investment account (in Estonian: *investeerimiskonto*) or pension investment account (in Estonian: *pensioni investeerimiskonto*) for making transactions with the Bonds and notifying the Company in a form reproducible in writing at least 15 (fifteen) days prior to the payment that they are entitled to benefit from the investment account or the pension investment account special tax regime. At the date of these Terms, individuals are entitled to benefit from the investment account or the pension investment account's special tax regime if they have acquired the Bonds on account of monetary means held at the respective Bondholder's investment account or pension investment account. If the relevant notice is not duly presented to the Company, the Company shall be entitled to withhold tax in accordance with the general withholding rules.

(d) Any reference in these Terms to interest in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition 2 or any undertaking given in addition thereto or in substitution therefor. For the avoidance of doubt, no additional amounts

shall be payable by the Company in respect of payments of principal under the Bonds.

3. PAYMENTS

(a) Payments of amounts (whether principal, interest or otherwise, including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in the Register at the close of business on the Business Day preceding the due date for such payment (the "**Record Date**"). Payment of amounts due on the final redemption of the Bonds will be made simultaneously with deletion of the Bonds, or, if so required by the Company, against delivery of the Bonds to the Company. If the due date for payment of the final redemption amount of the Bonds is not a Business Day, the Bondholder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms.

(b) If the Company fails to transfer any amount payable to a Bondholder in connection with the Bond by the due date, the Company undertakes to pay delay interest to the Bondholder at the Rate of Delay Interest as specified in the Final Terms on the outstanding amount as from the payment deadline until actual payment.

4. EVENTS OF DEFAULT

(a) The following events or circumstances (each "Event of Default") shall be events of default in relation to the Bonds:

(i) Non-payment: the Company fails to pay any amount of principal due in respect of the Bonds for more than ten Business Days or fails to pay any amount of interest due in respect of the Bonds for more than ten Business Days; or

(ii) Winding-up: if any order is made by any competent court or resolution passed for the insolvency or liquidation of the Company.

(b) If any Event of Default shall occur and be continuing in relation to any Bonds, then the Bondholder thereof shall be entitled to:

(i) (in the case of paragraph (a)(i) above) institute proceedings for the bankruptcy of the Company in Estonia and not elsewhere, and prove or claim in the bankruptcy proceedings of the Company; and/or

(ii) (in the case of paragraph (a)(ii) above) by notice to the Company, declare such Bond to be due and payable, and such Bond shall accordingly become due and payable at its outstanding principal amount together with accrued interest to the date of payment, and such Bondholder may prove or claim for such payment in the bankruptcy or liquidation proceedings of the Company, whether in Estonia or elsewhere and instituted by the Company itself or by a third party,

but (in either case) such Bondholder may claim payment in respect of the Bond only in the bankruptcy or liquidation proceedings of the Company and may not take any further action in respect of such default.

(c) Any exercise of any Bail-in and Loss Absorption Powers (as described in Condition 10 (Acknowledgement of Bail-in and Loss Absorption Powers) below) or any other resolution tool by the Relevant Resolution Authority will not constitute an Event of Default under the Bonds.

(d) No remedy against the Company, other than as provided in Condition 9(b) above, shall be

available to the Bondholders, whether for the recovery of amounts owing in respect of the Company or in respect of any breach by the Company of any of its obligations or undertakings with respect to the Bonds.

5. LIMITATION PERIOD

Claims against the Company in respect of the Bonds will expire (*aeguvad*) unless made within 3 years after the due date for payment.

6. MEETINGS OF BONDHOLDERS; MODIFICATION

(a) Circumstances may arise that call for convening meetings of the Bondholders, or for requesting Bondholders' written consent, by the Company to consider the modification or waiver of the Terms, whereas any modification of these Terms may only be made as proposed by the Company. Any modification or waiver of the Terms which affects the Bonds will be effected in accordance with Applicable Banking Regulations.

(b) A notice of the Bondholders' meeting shall be provided to the Bondholders in accordance with Condition 12 (Notices) no later than 10 (ten) Business Days prior to the meeting. Bondholders registered as Bondholders in the Register as of close of business of the Register on the Business Day immediately preceding the meeting date or the date determined by the Company as the first date for collecting written consents without a meeting, shall be entitled to vote at the Bondholders' meeting or to provide their written consent.

(c) Modifications of and amendments to the Terms may be effected by the Company, and future compliance with any Terms by the Company may be waived, with the prior consent of Bondholders representing not less than two-thirds of the outstanding principal amount of the Bonds (excluding any Bonds held by the Company or its subsidiaries) or, in the case of a written consent without a meeting, the consent of persons holding or representing not less than two-thirds of the outstanding principal amount of the Bonds (excluding any Bonds held by the Company or its subsidiaries).

(d) Any modification shall be binding on the Bondholders and shall be notified by the Company to the Bondholders as soon as practicable thereafter.

(e) The Company may, without the consent of any of the Bondholders, at any time make modifications to the Bonds which are, in the opinion of the Company, of a formal, minor, or technical nature or are made to correct a manifest error.

(F) For the avoidance of doubt, no consent of the Bondholders shall be required for any modification or amendment to the Terms that is required by the Applicable Banking Regulations or mandated by the Relevant Resolution Authority.

7. NOTICES

(a) **To Bondholders**

Notices to Bondholders will be deemed to be validly given if published through the information system of the stock exchange in which they are listed (if applicable) or in case of unlisted Bonds if sent to them by registered mail or e-mail at their respective addresses as recorded in the Register or as otherwise available to the Company, and will be deemed to have been validly

given on the fourth Business Day after the date of sending the notice by registered mail and on the next Business Day after sending the notice by e-mail.

(b) **To Company**

Notices to the Company will be deemed to be validly given if delivered to Riia tn 2, 51004 Tartu, Estonia or if delivered by e-mail to info@bigbank.ee (or at such other addresses as may have been notified to the Bondholders in accordance with this Condition 7 or via the Company's website) and will be deemed to have been validly given at the opening of business on the next day on which the Company's principal office is open for business.

8. FURTHER ISSUES

The Company may from time to time without the consent of the Bondholders of any Series create and issue further Bonds and other debt securities.

The Company may from time to time, without the consent of the Bondholders create and issue further bonds having the same terms and conditions as the Bonds of a specific Series in all respects (or in all respects except for the first payment of interest) so as to form a single series with the respective Bonds.

9. LAW AND JURISDICTION

The Bonds and all non-contractual obligations arising out of or in connection with any of them are governed by Estonian law and subject to the jurisdiction of the courts of Estonia.

10. ACKNOWLEDGEMENT OF BAIL-IN AND LOSS ABSORPTION POWERS

Notwithstanding and to the exclusion of any other term of the Bonds or any other agreements, arrangements or understanding between the Company and any Bondholder (which, for the purposes of this Condition 15, includes each holder of a beneficial interest in the Bonds), by its acquisition of the Bonds, each Bondholder acknowledges and accepts that any liability arising under the Bonds may be subject to the exercise of Bail-in and Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(a) the effect of the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:

(i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Bonds;

(ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Bonds into shares, other securities or other obligations of the Company or another person, and the issue to or conferral on the Bondholder of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Bonds;

(iii) the cancellation of the Bonds or the Relevant Amounts in respect of the Bonds;

(iv) the amendment or alteration of the amount of interest payable on the Bonds, or the date on which interest becomes payable, including by suspending payment for a temporary period; and

(b) the variation of the terms of the Bonds, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in and Loss Absorption Powers by the

Relevant Resolution Authority.

No repayment or payment of Relevant Amounts in respect of the Bonds will become due and payable or be paid after the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

Upon the exercise of the Bail-in and Loss Absorption Powers by the Relevant Resolution Authority with respect to the Bonds, the Company will provide a notice to the Bondholders in accordance with Condition 12 (*Notices*) as soon as practicable regarding such exercise of the Bail-in and Loss Absorption Powers but any delay or failure to provide such notice shall not affect the validity or enforceability of such exercise of the Bail-in and Loss Absorption Powers.

FORM OF FINAL TERMS OF THE BONDS

Set out below is the form of Final Terms which will be completed for each Series of Bonds, as the case may be, issued under the Programme.

[Date]

Bigbank AS

(registry code 10183757)

Issue of EUR [*Aggregate Nominal Amount of the Series*] Tier 2 Subordinated Bonds

under the EUR 80,000,000 Tier 2 Bond Programme

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. A potential investor should not invest in Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of the Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Tier 2 Subordinated Bonds (the "**Terms**"). This document constitutes the Final Terms of the securities described herein for the purposes of the Regulation (EU) 2017/1129 (and amendments thereto) (the "**EU Prospectus Regulation**"), and must be read in conjunction with the EU Follow-on base prospectus dated [date]][and the supplement to it dated [date] which [together] constitute[s] a base prospectus for the purposes of the EU Prospectus Regulation (the "**Prospectus**")), including the Terms incorporated by reference in the Prospectus to obtain all relevant information.

Full information on the Company and the offer of the Bonds is only available on the basis of the combination of these Final Terms, the Terms and the Prospectus [as so supplemented]. The Prospectus [and supplement[s] to the Prospectus], including the Terms, is available for viewing through the Company's website (https://investor.bigbank.eu).

A summary of this Series has been appended to these Final Terms. The Final Terms have been approved by a decision of the Company's Management Board of [*date*]. The Final Terms have been filed with the EFSA but are not subject to approval proceedings.

1.	Issuer	Bigbank AS
2.	Number of series	[ ]
3.	Aggregate Nominal Amount of the Series	EUR [*amount*]. [The Aggregate Nominal Amount of the series may be increased by the Company up to EUR [*amount*] until the Issue Date]
4.	Issue currency	EUR
5.	Nominal Amount	EUR 1,000
6.	Issue Price	100% of the original Nominal Amount
7.	Issue Date and Interest Commencement Date	[*date*]

8.	Maturity Date	[*date*]
9.	Redemption/Payment Basis	Redemption at par
10.	Interest	
	i. Calculation basis	Fixed rate
	ii. Interest Payment Dates	[*description*]
	iii. Interest Rate	[*number*]% *per annum*
	iv. Interest calculation method	30/360
	v. Rate of Delay Interest	[*number*] % per day

Signed on behalf of Bigbank AS

By:_____

Member of the Management Board

PART B – OTHER INFORMATION

1. OFFERING

The Offering Period:	[*dates*]
Offering jurisdictions	[*any or all of Estonia, Latvia, Lithuania*] [The Prospectus has been notified to the competent authorities in Latvia and Lithuania]
Description of the subscription process:	[See Sections "Subscription Undertakings" and "Payment" of the Prospectus] [OR /*Details if specific rules are applied to determining the allocation*]
Date of publishing the results of the Offering:	[*date*]
Description of distribution and allocation:	[See Section "Distribution and Allocation" of the Prospectus] [OR /*Details if specific rules are applied to determining the allocation*]
Date of settlement:	[*date*]

2. LISTING

Listing	[Nasdaq Tallinn Stock Exchange / None]
Admission to Trading:	[Application has been made for the Bonds to be admitted to trading on the Bond List of the Nasdaq Tallinn Stock Exchange with the effect from [date] / [No application for admission to trading has been made.]

3. RATINGS

Ratings:	Not Applicable – No ratings have been or are expected to be assigned to the Bonds to be issued at the request of or with the co-operation of the Company in the rating process.

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the offer:	[See ["Reasons for Offering and Use of Proceeds"] in the Prospectus/ OR *[details of other reasons or use of proceeds]*]
Estimated net proceeds:	EUR [ ]

5. YIELD

Indication of yield:	[ ]% *per annum* The yield is calculated at the Issue Date on the basis of the Issue Price. It is NOT an indication of future yield.

6. OPERATIONAL INFORMATION

ISIN Code:	[ ]